



**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>	English Language Arts (PK-12) Digital Curriculum for Tier 1 Division Level Resources
CONTRACT NUMBER:	2316A
COMMODITY CODE:	924.16
CONTRACT PERIOD:	July 1, 2024 through June 30, 2025
RENEWAL OPTIONS:	Two one-year renewal options through 2027
USER DEPARTMENT:	Schools
Contact Name:	Kennedy Venaglia
Phone Number:	804-642-3640
Email Address:	Kwvenaglia @henrico.k12.va.us
HENRICO COOPERATIVE TERMS INCLUDED:	Yes
SUPPLIER: Name:	Achieve 3000 Inc.
Address:	331 Newman Springs Road, Suite 304
City, State:	Red Bank, NJ 077701
Contact Name:	Kimberly Warner
Phone Number:	973-248-7328
Email address:	Kimberly.warner@mheducation.com
ORACLE SUPPLIER NUMBER:	20549
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

See Exhibit D

Professional Development \$2,775.85- License Prices remain the same for 2024-2025



COMMONWEALTH OF VIRGINIA
County of Henrico

Non-Professional Services Contract
Contract No. 2316A

This Non-Professional Contract (this "Contract") entered into this 23rd day of August 2022, by Achieve 3000, 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. 22-2316-1EMF, as modified by Addenda 1, dated March 15, 2022 (the "Request for Proposals"), for English Language Arts (PK-12) Digital Curriculum for Tier I Division Level Resources.

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 Exhibit D.

CONTRACT TERM: The Contract term shall be from execution of this Contract through June 30, 2023. 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 120 days before the end of the term. Prices for renewals shall not exceed 3% above the previous year's prices unless written approval is given by the Purchasing Director. Contractor must request price increases at least 120 before the end of the term.

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

1. This Non-Professional Services Contract between HCPS and Contractor;
2. The General Contract Terms and Conditions included in the Request for Proposals and any included attachments submitted by the Contractor;
3. License Agreement Addendum (Exhibit A);
4. Virginia Data Security Agreement (Exhibit B);
5. Achieve3000 Terms of Use dated November 1, 2021, including incorporated documents (Exhibit C);
6. Contractor's Best and Final Offer dated May 31, 2022(Exhibit D);
7. Contractor's Original Proposal dated March 31, 2022 (Exhibit E); and,
8. 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.

Achieve 3000, Inc.

331 Newman Springs, Road, Suite 304
Red Bank, NJ 07701

Kimberly A. Harvey
Signature

Kimberly Harvey, VP Strategic Services
Printed Name and Title

8/23/2022

Date

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

Oscar Knott
Signature

Oscar Knott, CPP, CPPO, VCO
Purchasing Director

8/29/22
Date

Approved as to form:

R. Jewell
Rachel Hart Jewell
Assistant County Attorney

8/23/22
Date

EXHIBIT A
LICENSE AGREEMENT ADDENDUM

The County School Board of Henrico County, Virginia (the "**County**"), and Achieve 3000, Inc. ("**Supplier**"), a Delaware Corporation are this day entering into an agreement for English Language Arts (PK-12) Digital Curriculum for Tier 1 Division Level Resources (the "**Agreement**") and, for their mutual convenience, the parties are using the standard form contract (Terms of Use dated November 1, 2021) 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 and the Contract 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 Delaware 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:

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 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 approval of any settlement in any claim arising under the Contract and in which the County is a named party and for which claim Supplier is providing County with indemnification pursuant to the Contract or LAA;
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 other than those shared by County to provide the Services, except pursuant to court order;

13. Permitting Supplier to use any confidential 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, except to the extent of limiting the total liability to the amounts paid by the County under the Contract;
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 real 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 other than the rights provided in the Contract in order to provide the Services;
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 reasonable attorneys' fees, arising from a claim by a third party 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.

Achieve 3000, Inc.

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

By: Kimberly A. Harvey
(Signature)

By: Oscar Knott
(Signature)

Name: Kimberly Harvey
(Print)

Name: Oscar Knott, CPP, CPPO, VCO
(Print)

Title: VP Strategic Services

Title: Purchasing Director

Date: 8/23/2022

Date: 8/25/22

Approved as to form as modified:

R. Jewell

Rachel Hart Jewell
Assistant County Attorney

8/22/22
Date

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

_____ (hereinafter referred to as “Division”) and
 _____ (hereinafter referred to as “Provider”) on
 _____ The Parties agree to the terms as stated herein.

RECITALS

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

WHEREAS, in order to provide the Services described in Article 1 and Appendix A, the Provider may receive or create and the Division may provide documents or data that are covered by several federal statutes, among them, the Federal Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g and 34 CFR Part 99, Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6502; Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h; the Individuals with Disabilities Education Act (“IDEA”), 20 U.S.C. §§ 1400 *et. seq.*; and

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

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

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

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

ARTICLE I: PURPOSE AND SCOPE

1. Purpose of DPA. The purpose of this DPA is to describe the duties and responsibilities to protect Division Data (as defined in Exhibit “C”) transmitted to Provider from the Division pursuant to Exhibit “A”, including compliance with all applicable state privacy statutes, including, without limitation, the FERPA, PPRA, COPPA, and Code of Virginia § 22.1-289.01. *School service providers; school-affiliated entities; student personal information*; and § 22.1-287.02. *Students' personally identifiable information*. In performing these services, to the extent Personally Identifiable Information (as defined in Exhibit “C”) from Pupil Records (as defined in Exhibit “C”) are transmitted to Provider from Division, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the Division. Provider shall be under the direct control and supervision of the Division.

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

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

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Division Data Property of Division.** All Division Data, user generated content or any other Pupil Records transmitted to the Provider pursuant to this Agreement is and will continue to be the property of and under the control of the Division, or to the party who provided such data (such as the student, in the case of user generated content.). The Provider further acknowledges and agrees that all copies of such Division Data or any other Pupil Records transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this Agreement in the same manner as the original Division Data or Pupil Records. The Parties agree that as between them, all rights, including all intellectual property rights in and to Division Data or any other Pupil Records contemplated per this Agreement shall remain the exclusive property of the Division. For the purposes of FERPA and state law, the Provider shall be considered a School Official, under the control and direction of the Divisions as it pertains to the use of Division Data notwithstanding the above. The Provider will cooperate and provide Division Data within twenty-eight (28) days at the Division’s written request. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
2. **Parent Access.** Provider shall cooperate and respond within twenty-eight (28) days to the Division’s written request for personally identifiable information in a pupil’s records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Pupil Records of Division Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the Division, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** Provider shall, at the request of the Division, transfer Student Generated Content to a separate student account when required by the Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities.
4. **Third Party Request.** Provider shall notify the Division in advance of a compelled disclosure to a Third Party, unless legally prohibited.

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

ARTICLE III: DUTIES OF DIVISION

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

ARTICLE IV: DUTIES OF PROVIDER

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

5) Disposition of Data. Upon written request and in accordance with the applicable terms in subsections below, provider shall dispose or delete all division data obtained under this agreement when it is no longer needed for the purposes for which it was obtained. Disposition will include (1) the shredding of any hard copies of any Division data, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the service agreement authorizes provider to maintain Division data obtained under the service agreement beyond the time reasonably needed to complete the disposition. Provider shall provide written notification when the division data has been disposed. The duty to dispose of Division data shall not extend to data that has been de-identified or placed in a separate student account, pursuant to the terms of the agreement. The division may employ a request for return or deletion of Division data form, a copy of which is attached hereto as exhibit D. Upon receipt of a written request from the division, the provider will immediately provide the division with any specified portion of the division data within twenty-eight (28) calendar days of the receipt of said request.

a) **Partial Disposal During the Term of Service Agreement.** Throughout the term of the service agreement, Division may request partial disposal of Division data obtained under the service agreement that is no longer needed. Partial disposal of data shall be subject to Division's request to transfer data to a separate account, pursuant to Article II Section 3, above.

b) **Complete Disposal upon Termination of Service Agreement.** Upon termination of the service agreement upon written request provider shall dispose or securely destroy all division data obtained under the service agreement. Division has the option to transfer its data from the Provider's system to a separate account, pursuant to Article 2, Section 3, above.

6) Advertising Prohibition. Provider is prohibited from using or selling Division Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing or advertising efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to Client; or (d) use the Division Data for the development of commercial products or services, other than as necessary to provide the Service to Client. This section does not prohibit Provider from generating legitimate personalized learning recommendations or other activities permitted under Code of Virginia § 22.1-289.01.

7) Penalties. The failure to comply with the requirements of this agreement could subject Provider and any third party to all allowable penalties assessable against Provider under state and federal law. In the event the Family Policy Compliance Office of the U.S. Department of Education determines that Provider improperly disclosed personally identifiable information obtained from the Division's education records, the Division may not allow Provider access to the Division's education records for at least five years.

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ARTICLE V: DATA PROVISIONS

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

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

- a.** provide notification as soon as reasonably feasible, subject to confidentiality requirements in compliance with any ongoing law enforcement investigation to Division upon verification of the incident and allow the Division or its authorized representatives to fully participate in the investigation of the incident.
- b.** notification will be provided to the contact(s) identified in ARTICLE VII, N: Notice, and sent via email and postal mail. Such notification shall include the
 - i.** date, estimated date, or date range of the loss or disclosure to the extent available;
 - i.** Division Data that was or is reasonably believed to have been lost or disclosed;
 - ii.** remedial measures taken or planned in response to the loss or disclosure.
- c.** immediately take action to prevent further access;
- d.** take all legally required, reasonable, and customary measures in working with Division to remediate the breach;
- e.** cooperate with Division efforts to communicate to affected parties.
- f.** provider is prohibited from directly contacting parent, legal guardian or eligible pupil. If requested by Division, Provider shall reimburse Division for actual documented costs incurred with performing legally required notifications to parents/families of a breach not originating from Division's use of the Service.
- g.** the Provider shall indemnify and hold harmless the Division from and against any loss, claim, cost (including reasonable attorneys' fees) or damage of any nature arising from or in connection with a third party claim arising from the breach by the Provider or any of its officers, directors, employees, agents or representatives of the obligations of the Provider's or its Authorized Representatives under this provision or as the case may be.

ARTICLE VI: GENERAL OFFER OF PRIVACY TERMS

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

ARTICLE VII: MISCELLANEOUS

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

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confidentiality and destruction of Division Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Division Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Division Data and portion thereof stored, maintained or used in any way.

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

a. Designated Representatives

The designated representative for the Provider for this Agreement is:

Name:
Title:
Address:
eMail:
Phone:

The designated representative for the Division for this Agreement is:

Name:
Title:
Address:
eMail:
Phone:

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

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

Name:

Title:

Address:

eMail:

Phone:

[Signature Page Follows]

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

Provider Signature *Kimberly A. Hawey*

Date:

Printed Name:

Title:

Division Signature *John B. Wack*

Date:

Printed Name:

Title:

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT “A”

DESCRIPTION OF SERVICES

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

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EXHIBIT “B”

SCHEDULE OF DATA

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

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

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

	number	
	State ID number	
	Provider/App assigned student ID number	
	Student app username	
	Student app passwords	
Student Name	First and/or Last	
Student In App Performance	Program/appli- cation performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	de-identified only with no student PII response
Student work	Student generated content; writing, pictures etc.	
	Other student	

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

	Other transportation data -Please specify:	
Other	Please list each additional data element used, stored or collected by your application	school address, time spent on site, teacher password and name.

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

OTHER: Use this box, if more space needed.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT “C”

DEFINITIONS

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

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

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

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

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

PII includes, without limitation, at least the following, to the extent such item contains personal information:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

[Name or Division or Division] directs [Name of Company] to dispose of data obtained by Provider pursuant to the terms of the DPA between Division and Provider. The terms of the Disposition are set forth below or via submission of the McGraw Hill Privacy Request Form found here:

<https://privacyportal.onetrust.com/webform/eddb31c-378b-4242-9c5c-0b992061c639/8c700959-d284-4c02-8eb6-8aa85cc718b7>

1. Extent of Disposition

☐ Disposition is Complete. Disposition extends to all categories of data.

☐ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

[Insert categories of data]

2. Nature of Disposition

☐ Disposition shall be by destruction or secure deletion of data.

☐ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[Insert or attach special instructions.]

3. Timing of Disposition

Data shall be disposed of by the following date:

☐ As soon as commercially practicable

☐ By (Insert Date)

4. Signature of Authorized Representative of Division

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

5. Verification of Disposition of Data

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

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OPTIONAL: EXHIBIT "E" GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

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

BY: Kimberly A. Hawey

Date: _____

Printed Name: _____

Title/Position: _____

2. Subscribing Division

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

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

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

BY: Kimberly A. Hawey

Date: _____

Printed Name: _____

Title/Position: _____

Email Address: _____

Approved as to form as modified:

R Jewell

Rachel Hart Jewell

Assistant County Attorney

8/23/22

Date

EXHIBIT C

Terms of Service

Version Effective Date: November 1, 2021

The following Achieve3000, Inc. (“Achieve3000”) Terms of Service (“TOS”) are incorporated by reference into the contract or order form (each, an “Order Form”) under which you, a school district, public or private school or other entity (“You”), have agreed to subscribe for the right to permit a certain number (up to the licensed number) of your students, parents, teachers and school administrators (as applicable, the “Authorized Users”) to whom Achieve3000 or its affiliates (Achieve3000 and its affiliates, “Us” or “We”) have provided a user ID and password to access and utilize particular educational services (each such service, a “Service”). In the event of a conflict between the Order Form under which You have agreed to make your subscription and these TOS, the conflicting term(s) of these TOS shall prevail, unless You and We expressly state in a subsequent written document that You and We intend that the conflicting terms of the Order Form prevail over the conflicting terms of these TOS.

1. CONTENT OF YOUR PURCHASE AGREEMENT

This agreement, under which You are subscribing for the right to permit your Authorized Users to access and utilize particular Service(s) (this "Agreement"), consists of (a) the applicable Order Form(s) in which the specific Service(s) to be provided, the school(s) to whom the Services are to be provided, the period during which the Authorized Users shall have the right to access and utilize the identified Service(s), pricing, and other details and terms are specified; and (b) these TOS, together with our end user [Terms and Conditions of Use](#) (“Terms of Use”) and [Privacy Policy](#). Your Order Form and these TOS contain the entire Agreement and understanding regarding our provision of the specified Service(s) to You and your Authorized Users, and supersede all prior oral and written agreements between You and Us regarding the subject of this Agreement, if any. In the event that any of the terms set forth in this Agreement are held invalid, illegal or unenforceable, all of the remaining terms of this Agreement will remain in effect.

We reserve the right to amend, remove or add to these TOS at any time. Please check this page periodically for any modifications. Your continued use of Services provided by Achieve3000 shall signify your acceptance of the then-current TOS.

2. TERM OF THIS AGREEMENT

Except as provided in the following sentence and unless stated otherwise in your Order Form, this Agreement shall commence on August 1 of the year in which You execute your Order Form (the “Subscription Start Date”) and shall conclude on June 30 of the following year, for single and multi year orders (the “Subscription End Date,” and such period between the Subscription Start Date and Subscription End Date constituting “the Term”). The previous sentence notwithstanding, (a) when You execute your Order Form

subsequent to August 1, the Subscription Start Date shall be and the Term shall commence on such date and conclude on June 30 of the following year, and (b) the Term of all multi-year agreements shall be as indicated in your Order Form.

3. DESCRIPTION OF SERVICES

The elements of each Service subscribed for hereunder (each a “Service Element”), and the date on which the appropriate Authorized Users may access and utilize each element are as follows:

Service Element

Date on Which the Appropriate Authorized User May First Access and Utilize This Service Element (the “Service Element Activation Date”)

The specified subscription Service(s) to Achieve3000 Literacy®, Boost®, Achieve3000 Math®, Smarty Ants®, LevelSet® and eScience3000® service, including Student, Teacher and Home edition, and standards alignment services.

Thirty (30) days before the Subscription Start Date (or as of the actual order date, if the order date is less than thirty (30) days before the Subscription Start Date)

LevelSet® Placement Test, an online assessment which measures students’ reading abilities for accurate placement in the content.

The later of Subscription Start Date or school start date

Interim Test, an online assessment which refines the data about students’ reading abilities at some point during the Term after the placement test.

- During December for full-year implementations and for partial year implementations that span the *first* school semester
- During April for partial year implementations that span only the *second* school semester

Post Test, a final assessment of students’ reading levels at the culmination of the program.

Sixty (60) days prior to the Subscription End Date

Online Professional Development materials for educators delivering differentiated reading instruction

Subscription Start Date

On-Site Professional Development sessions

As indicated in this Agreement

Online Professional Development sessions

As indicated in this Agreement

4. LICENSE GRANT

Effective as of the Service Element Activation Date applicable to each Service Element, your appropriate Authorized Users are granted a limited, non-transferable, non-sub-licensable, non-exclusive, personal license (revocable in the event of breach) to access and utilize the applicable Service Element that You have subscribed for the right to access and utilize, solely for educational purposes and solely as permitted by this Agreement, during the Term. The term “appropriate” here means that Service Elements intended for use by students may be accessed and utilized by any Authorized User, and that Service Elements intended for use by teachers and school administrators may only be accessed and used by Authorized Users functioning in those roles.

The foregoing notwithstanding, We will not be obligated to provide any Service to any Authorized User other than a student who has not agreed (i) to our Privacy Policy and (ii) to comply with our Terms of Use. We reserve the right to change our Privacy Policy and Terms of Use at any time without prior notice.

We will charge You for each Service You subscribe for based on the number of permitted users or “Licensed Seats” You elect for that Service and the applicable license pricing for the Service.

To allow You additional flexibility in your use of the Services for appropriate purposes, We may permit Authorized Users in excess of the then-current number of Licensed Seats You have already subscribed for that Service (“Additional Users”).

From time to time during the Term, We will compare the number of Authorized Users You have provided with access to a Service with the number of Licensed Seats You have subscribed for that Service. If the number of Authorized Users exceeds the number of Licensed Seats You have subscribed for the Service, We will notify You in writing and invoice You for the Additional Users We have identified through Our comparison. We will work with You to resolve promptly any question or issue You may have regarding the number of Additional Users We have identified or the associated additional Service fees We have invoiced for those Additional Users. You are responsible for all activities conducted under your Authorized User logins and for their compliance with these TOS.

5. RESERVATION OF RIGHTS; RESTRICTIONS ON USE; CONTENT DISCLAIMER

Every aspect of each Service, including its underlying concepts, methodologies, processes, formats, specifications, other know-how, site layout, design, images, programs, text, forms and other information (collectively its “Content”), is solely our property and the property of our licensors. You receive no rights to or interest in any Content other than the rights conferred upon You by Section 4 of these TOS. All Content is protected by copyright and other intellectual property laws, and nothing herein grants You any ownership interest in any Content or any right with respect to any Content other than those rights expressly granted in Section 4 of these TOS.

- You and your Authorized Users may not permit any third party whom We have not provided a user ID and password to access or utilize any Service.
- You and your Authorized Users may not copy, modify, translate, decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code of any software used to provide any Service or permit any other party to do so. Content may not be merged with any other service or software, or be adapted or modified in any way, by anyone.
- You and your Authorized Users may not (a) copy, reproduce, publish, distribute, modify, transfer or in any way commercially exploit any part of the Content, (b) mirror the Content on any other server, (c) create any derivative works, (d) attempt to avoid, circumvent, or disable any security device, procedure, protocol, or mechanism that may be established with respect to the Content or (e) delete, alter, cover, or distort any copyright, trademark, or other proprietary rights notice placed on or in the Content.
- You and your Authorized Users may not use any Service in a manner that includes any service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use of a single Authorized User login, or time-sharing of such Service.
- You and your Authorized Users may not use any Service in a manner that is contrary to applicable law, sanctions, or restrictions on sale, or in violation of any third-party rights of privacy or intellectual property rights.
- You and your Authorized Users may not use unauthorized modified versions of any Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to such Service.
- You and your Authorized Users may not engage in systematic retrieval of Content from the Services to create or compile, directly or indirectly, a collection, compilation, database or directory of any kind without our written permission. You may not use any robots, spiders, crawlers or other automated downloading programs or devices to search any Content, harvest personal information, or cause disruption to the Service.
- You and your Authorized Users may not publish, post, upload or otherwise transmit any Content that contains any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another.

- You and your Authorized Users may print or download Content for your own personal educational use, provided such Content is clearly made available to be printed or downloaded, and provided, further, You keep intact all copyright and other proprietary notices.
- You and your Authorized Users should review the governing licensing restrictions associated with any Content or content or materials in the Service(s) designated as “open”, OER, or available for public use, before using any such content or materials. We do not grant you rights of any kind to use such content or materials outside of the Service.
- You and your Authorized Users may be permitted to upload third-party content for use with the Service(s) (“Service Uploads”). You represent and warrant that prior to providing any upload You will have all necessary rights to provide the Service Uploads, and that your Service Uploads will not infringe any third-party rights, including any intellectual property or proprietary rights. You grant Achieve3000 the right to make your Service Uploads available to users in the same manner and to the same extent as the Content provided in the applicable Service. Additional terms and options for Service Uploads may be presented through the applicable upload interface available with the Service which shall be in addition to, and not instead of, these TOS.

Achieve3000 shall have the right, but not the obligation, to remove any Content at any time.

6. COMMENTS

During the Term, You, through your employees and agents, may contribute certain ideas, comments, criticisms, and suggestions for improvements, modifications, and other changes to the Services (including with respect to associated Content) (collectively, “Comments”). You agree that We may use, modify, and incorporate these Comments as and when We see fit and will own all rights to such Comments as incorporated into our Services.

7. PAYMENT TERMS

Payment of the amounts set forth on each invoice shall be due within thirty (30) days of the date of the invoice. In the event that timely payment is not received, We shall have the right to deny You and your Authorized Users access to the Services until payment in full is received, without limitation or waiver of any other right or remedy available under these TOS or at law.

8. TAXES AND TAX RELATED OBLIGATIONS

The rates and charges for Services may not include, and You acknowledge that You are responsible for, any sales, use, excise, gross receipts, personal property, privilege, and value added tax liabilities and any other duties or other transaction taxes or charges

imposed by any governmental entity for products and Services provided under this Agreement, excluding only taxes based solely on our net income. You shall hold Us harmless from all claims and liabilities arising from the failure to pay any such taxes, including penalties, interest, duties, tariffs or charges. You will promptly reimburse Us for any and all taxes, assessment, permits and fees that We may be required to pay in connection with this Agreement or its performance.

You acknowledge that contemporaneous documentation (e.g., exemption certificate, etc.) is critical to ensure that appropriate tax treatment is afforded and You agree to provide Us with the required documentation in a timely manner.

9. STUDENT DATA

In order to enable Us to provide the Services to You and your Authorized Users, You shall provide Us the following data in electronic form (in .CSV (comma separated values) or .XLS (Excel) format) regarding each student whom You want to enable to use a Service: name of the student's school and school district, student ID number, student first name, student last name and student grade level (collectively, "Student Data"). Alternatively, You can upload the data yourself. Visit the Achieve3000 Hub at hub.achieve3000.com for secure data upload instructions. Alternative methods for providing Student Data electronically include transferring Student Data through a standards-based API or through on-demand electronic transfer through Authorized User login using standards-based SSO.

Student Data can be transferred to Us using a secure file sharing service, SFTP, or any other method required by You. All Student Data received from You will be stored on a secure server and accessible only to our personnel on a need-to-know basis. The Student Data received from You will be matched to our usage records using student IDs or student names (provided by You during the rostering process). You agree that Student Data may be shared with external contractor(s) who are under contract with Us to protect the confidentiality of shared information and meet all standards of confidentiality described in these TOS. All Student Data collected by Us will be kept strictly confidential, consistent with the terms of these TOS. Student Data received from You will only be used for the purposes described in these TOS or as otherwise agreed in writing by You and Us. At such time as You require by written notice, Achieve3000 will purge Student Data from all storage media, except Student Data stored as a copy as part of a disaster recovery storage system and that is (a) inaccessible to the public, and (b) unable to be used in the normal course of business by Us. We may collect usage data, query data and other aggregated or de-identified data in connection with your use of our Services. We may use such data for purposes of maintaining or improving our Services (e.g., improving the efficacy of our Services or corroborating the data in our databases) the development of revised or new products or services. Provided that none of your Authorized Users or students is individually identifiable and none of your Confidential Information is disclosed, We may also collect, retain, disclose, distribute and otherwise utilize such aggregated or de-identified data.

In our receipt and handling of Student Data, We will act as your contractor and provider of institutional or assessment services, as applicable, and will comply with associated provisions of the Department of Education's regulations under the federal Family Educational Rights and Privacy Act or "FERPA". We will only use Student Data in a manner that complies with Sections 99.33(a) of the Department of Education's FERPA regulations and is consistent with our Privacy Policy (which is set forth at <http://www.achieve3000.com/privacy-policy/>). You will treat Us as a "School Official" as defined under FERPA and our staff as authorized school recipients of education records under FERPA.

In addition, we do and will comply with the provisions of the Children's Online Privacy Protection Act ("COPPA") in the operation of the Achieve3000 websites through which your Authorized Users will access and use Services. As permitted by COPPA, We rely on You in place of a parent or legal guardian to provide consent and authorization regarding use of the Services and collection of personally identifiable information of students under 13.

Notwithstanding our reservation of the right to revise these TOS and our Privacy Policy, no change to these TOS or our Privacy Policy that materially diminishes protections afforded Student Data will become effective with respect to You or your Authorized Users unless and until we have advised You of such change and received your written consent (email to suffice) to such change.

10. TEACHER AND ADMINISTRATOR PREPARATION

You will require the teacher of each class of students utilizing a Service to be familiar with its use before the teacher permits students, parents, and administrators to access and utilize the Service.

Implementation planning and initial training Professional Development sessions, whether online or on-site, must be completed no later than sixty (60) days after the Subscription Start Date. All subsequent Professional Development sessions subscribed for hereunder, whether online or on-site, must be completed before the end of the period indicated in Your Order Form. Such session(s) shall not "roll over" to a subsequent period and You will not be entitled to a refund for such unused sessions. All Professional Development sessions, whether online or on-site, not scheduled by You within the appropriate time frame as described in this paragraph shall be treated as having been duly provided by Us. Confirmed Professional Development sessions may be postponed and rescheduled without charge only upon seventy-two (72) hours' prior notice. Professional Development sessions canceled or postponed on less than seventy-two (72) hours' prior notice shall be treated as having been duly provided by Us.

We may make additional Professional Development opportunities available from time to time, on a selective basis. The reasonable and verifiable costs of participation in such events, as well as any associated travel costs, are included in the cost of the Services.

11. INVALID LEVELSET ASSESSMENTS

All potentially invalid LevelSet assessments are flagged in a report for Your teachers and it is up to those teachers to have the individual student retake the relevant LevelSet assessment.

12. EMAIL COMMUNICATIONS

You hereby authorize Us to send electronic mail to your teachers and school administrators for the following purposes:

1. delivering Professional Development and similar materials to your teachers and administrators; and
2. advising You of changes or additions to our Services or about any of our Services.

13. USER CONDUCT

You agree that our Terms of Use set forth at <http://www.achieve3000.com/terms-of-use/> are reasonable and appropriate, and shall undertake reasonable measures to assist Us in enforcing such Terms of Use. Derogatory, harmful or unlawful conduct is not permitted on any Services. Your Authorized Users are not permitted to upload, distribute through, or otherwise publish any content which is libelous, defamatory, obscene, pornographic, threatening, invasive of privacy or publicity rights, abusive, illegal or otherwise objectionable that would constitute or encourage a criminal offense, violate the rights of any party violate any law, or otherwise violate the Code of Conduct or any other provisions of the Terms of Use.

14. TERMINATION

- We may terminate this Agreement immediately for default if You fail to cure all material defaults in performance within five (5) business days of receipt of our written notice of Your default(s) (other than breach of Your payment obligations, for which We may terminate this Agreement immediately). No sooner than one (1) year after You accept these TOS, We may terminate this Agreement on at least sixty (60) days prior written notice.
- You may terminate this Agreement by (a) providing Us with no less than thirty (30) days prior written notice or (b) ceasing all access to the Service(s) for six (6) months or longer.
- Immediately upon the termination or expiration of any of Your Order Forms or this Agreement You and Your Authorized Users shall immediately cease use of all Service(s) subscribed for under that Order Form.

15. CHANGES TO SERVICES

We are constantly innovating in order to provide the best possible instructional solutions to our customers' Authorized Users. You acknowledge and agree that the form and nature of the Services may change from time to time without prior notice to You. You further acknowledge that We may stop (permanently or temporarily) providing any features or may add new features within any Service at our sole discretion without prior notice to You.

16. LINKS TO OTHER SITES

Our Services may contain hyperlinks to other sites or resources that are provided solely for the convenience and information of your Authorized Users. We are not responsible for the availability of external sites or resources linked, and do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from, or policies employed by, such sites or resources. We make no representations as to the quality, suitability, accessibility, functionality, or legality of any sites to which links may be provided. Accordingly, You should review the terms and conditions and privacy policies of each linked site, as its policies may differ from ours. If your Authorized Users decide to access linked third-party content and sites, they do so at their own risk.

17. CONFIDENTIALITY

"Confidential Information" shall mean any and all non-public proprietary business, technical, and operational information disclosed by one party to the Agreement to the other party, including by or through its respective employee, agent, contractor, or representative, during the Term of this Agreement or in connection with correspondence or negotiations culminating in this Agreement, provided such information is clearly marked as "proprietary" or "confidential" or is of such nature that a person would reasonably understand the information to be of a confidential or proprietary nature.

Each party agrees to secure and protect the Confidential Information of the other in a manner consistent with the maintenance of the other party's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information of a similar nature, but in no event less than reasonable efforts. Each party agrees to hold the Confidential Information of the other party in confidence, not to disclose it to others or use it in any way, commercially or otherwise, except as authorized in writing by the disclosing party or in performance of its obligations under this Agreement.

Notwithstanding Achieve3000's Privacy Policy, Confidential Information of a party shall not include information which: (i) is as of the time of its disclosure or thereafter becomes part of the public domain, with the exception of Student Data, through a source other than the receiving party and without claim or challenge by the disclosing party to such public disclosure; (ii) was rightfully known to the receiving party as of the time of its disclosure; (iii) is independently developed by the receiving party without reference to or

reliance on Confidential Information of the disclosing party; or (iv) was received by the receiving party from a third party without any confidentiality obligation owed to the disclosing party. Notwithstanding a party's obligations hereunder, it may disclose the other party's Confidential Information if it the party is required to disclose such Confidential Information pursuant to a duly authorized subpoena, court order, or government authority, whereupon the party subject to same shall provide prompt written notice to the other party prior to such disclosure, so that such other party may seek a protective order or other appropriate remedy.

18. DATA OWNERSHIP AND LOCATION OF SERVICES

You will own data on your Authorized Users' use of our Services ("Program Data") and the Student Data You provide to us. At your written request, We will return or destroy in a verifiable manner Student Data in our possession and provide You with copies of associated Program Data We have not previously provided to You. You agree that we may use Student Data and Program Data to provide and maintain the Services, and that we may use Program Data for our internal purposes, for example, improvement, development, and assessment of Services and Content.

The Services and Content are provided from, and Student Data and Program Data are stored on, servers located in the United States. You acknowledge and agree that we may provide the Services and Content, and store Program Data and Student Data, in this manner. If you use the Services from a region of the world with laws governing data collection and use that differ from those of the United States, then you acknowledge and agree that you are responsible for compliance with local laws, if and to the extent local laws are applicable.

19. WARRANTIES AND DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION

- We warrant that We have the full authority to grant the rights granted to You herein. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY WE DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO ANY CONTENT OR SERVICE PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OR UTILITY OF CONTENT, EFFECTIVENESS OF ANY SERVICE IN IMPROVING ANY STUDENT SKILL OR CAPABILITY, OR NONINFRINGEMENT, AND ANY WARRANTY THAT ANY SERVICE WILL BE ERROR-FREE, AVAILABLE AT ALL TIMES OR WITHOUT INTERRUPTION. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, EACH SERVICE IS PROVIDED "AS IS" AND WITH ALL FAULTS, AND YOU UNDERSTAND THAT YOU ARE ASSUMING ALL RISKS OF THE SERVICE'S USE, QUALITY, AND PERFORMANCE.
- IN NO EVENT SHALL EITHER YOU OR WE, INCLUDING EITHER OF OUR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES OR AGENTS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL,

PUNITIVE, RELIANCE, OR COVER DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY EITHER YOU OR US OR ANY THIRD PARTY, EVEN IF YOU OR WE, AS THE CASE MAY BE, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL WE BE RESPONSIBLE OR LIABLE FOR ANY INJURY THAT MAY BE ATTRIBUTED TO THE CONTENT OF COMMUNICATIONS TRANSMITTED BY MEANS OF A SERVICE BY ANY PERSON OTHER THAN OUR EMPLOYEES OR AGENTS. OUR TOTAL LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT FOR ANY REASON SHALL BE LIMITED TO DIRECT DAMAGES UP TO THE TOTAL AMOUNT OF FEES YOU PAID DURING THE TERM OF YOUR WRITTEN ORDER OR AGREEMENT. THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, NEGLIGENCE AND OTHER TORTS. IN NO EVENT SHALL WE, INCLUDING OUR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS AND OUR LICENSORS BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH THE USE OF OR RELIANCE ON ANY CONTENT OR ANY SERVICE. To the extent that We may not as a matter of applicable law disclaim an implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

- FURTHER, IN NO EVENT SHALL WE, INCLUDING ANY OF OUR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, OR LICENSORS BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH THE USE OF OR RELIANCE ON ANY SERVICE OR CONTENT PROVIDED HEREUNDER TO YOU OR TO ANY AUTHORIZED USER.
- We agree to indemnify and defend You and your employees and agents from and against any action, claim, demand, or liability, including reasonable attorney's fees and costs, arising from or relating to a claim that the technology platform underlying a Service provided to You hereunder infringes upon the copyright of a third party. If any such Service is held to infringe, or if in our opinion, such a claim is likely to occur, We may, at our sole option and expense, either: (i) procure for You and your Authorized Users the right to continue using the Service in question; or (ii) replace or modify the infringing Service Elements so that they become non-infringing as long as functionality is not materially and adversely affected. If neither alternative (i) nor (ii) is reasonably available, then We may terminate your license to access and utilize the allegedly infringing Service. The preceding sentences in this bullet states our entire liability and obligation, and your exclusive remedy, for infringement.
- To the extent permitted by law, You shall indemnify, defend and hold harmless Us and our parent, affiliates, successors and assigns and their respective officers, employees and agents from and against any and all liabilities, claims, demands, losses, damages, costs and expenses, including reasonable attorneys' fees, related to or arising out of Your use of the Services, except to the extent that such claim is subject to Our indemnification obligations hereunder.

20. GENERAL

Nothing in this Agreement shall cause the relationship between You and Us to be anything other than that of independent contractors. None of your and our actions under this Agreement shall be joint, and You and We have not formed, and shall not form, a joint venture to perform any of our respective obligations hereunder. The failure of either party to require performance of any part of these TOS shall not be deemed a waiver of any present or future right. Modifications of this Agreement shall be binding only if in writing and signed by an authorized representative of both You and Us. The rights and obligations of each party established herein are intended for the sole use and benefit of each of the parties and no one else. Accordingly, these TOS confers no rights upon any third party. Except for payment obligations, neither party shall be responsible for any delay or failure in its performance to the extent such delay or failure is caused by causes beyond a Party's reasonable control. You may not assign this Agreement without our prior written consent, and any attempted assignment of this Agreement without such consent shall be null and void. All notices, including notices of address changes, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by registered or certified mail, postage prepaid to You at the address set forth in Your Order Form, and to Us at Achieve3000, Inc., 331 Newman Springs Road, Suite 304, Red Bank, NJ 07701, Attn: Chief Executive Officer, or to You or Us at such other address as You or We may designate in writing from time to time. The following Sections shall survive the termination or expiration of this Agreement: 1, 5 – 9, 14, and 17 – 21.

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of New York, USA, without regard to its principles of conflict of laws. You and We each agree that sole and exclusive jurisdiction and venue for any action or litigation relating to this Agreement shall reside with a federal or state court located in the State of New York.

21. OUR CONTACT INFORMATION

Achieve3000, Inc.

331 Newman Springs Road, Suite 304

Red Bank, NJ 07701

732-367-5505

office@achieve3000.com

Terms Of Use

Version Effective Date: November 1, 2021

Welcome to the Achieve3000® Website and the Achieve3000 Learning System, the Internet-based learning system that integrates technology into the classroom curriculum!

The Achieve3000 Learning System is provided to you by Achieve3000, Inc., a Delaware corporation (“**Achieve3000**”, “**we**” or “**us**”), through our websites (collectively, the “**Website**”). To assist you in using our Website and associated Achieve3000 Learning System, and to ensure a clear understanding of the relationship arising from your use of our Website, we have created (i) these Terms of Use (the “**Terms**”) and (ii) a Privacy Policy. Our Privacy Policy (which you may access using the following link, <http://www.achieve3000.com/privacy-policy>, or at the applicable link at our Website) explains how we treat information you provide to us through the Website and our Learning System, and our Terms govern your use of our Website and Learning System. Our Terms and Privacy Policy apply to casual visitors to our Website (“**Site Visitors**”), as well as to users who are authorized to access the password-protected areas of the Website (“**Authorized Users**”).

You may become an Authorized User of our Learning Systems only if you have reached the age of majority or legal age in your jurisdiction (generally 18 or older) and can form legally binding contracts under applicable law. If you are under 18 or the legal age of majority in your jurisdiction, your educational institution, parent, or guardian must agree to these Terms on your behalf.

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE YOU ACCESS OR USE THE SITE. BY ACCESSING OR USING THE SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS OUR SITE.

1. Your Agreement

These Terms govern, as applicable, (i) your individual use of the Website, (ii) your individual receipt of and participation in Achieve3000 Learning System services through the Website (the “**Services**”), and (iii) your use of content obtained through the Website or via the Services (the “**Content**”). Please read these Terms carefully; they impose legal obligations on you and on Achieve3000, and establish our legal relationship. By using the Services or Content or accessing our Website, you are acknowledging that you have read and understood these Terms and agree to be legally bound by them.

2. Relationship with Your School

Achieve3000 enters into agreements (either a Terms of Service or Master Subscription Agreement) with schools and school districts, whereby Achieve3000 agrees to provide students

and others in or associated with such schools or school districts with access to its Services and Content (as applicable, a “**Subscriber Agreement**”). If your school or school district has entered into this type of agreement with Achieve3000 (as applicable, a “**Participating School District**”), then you are eligible to receive the benefits of these Services and Content.

3.Obtaining a Password; Use of Your Password

If you are an Authorized User, we will provide you with a user id and a password. You are eligible for a user id and password if you are within a Participating School District, and you are either (i) a student, (ii) a teacher, or (iii) an administrator identified to us by the Participating School District or you are the parent of an identified student. You will use your user id and password to access the password-protected areas of our Website to obtain Services and Content.

Please keep in mind that we will treat anyone who uses your user id and password as “you.” We will provide this user with all of the rights and privileges that we provide to you. Therefore, we recommend that you maintain your user id and password in confidence, and that you refrain from disclosing this information to anyone who might “pretend” to be you with respect to the Services and your use of our Website. We also recommend that you notify us immediately if you suspect that someone is using your user id and password in this manner.

4.Grant of Rights to Website Visitors

As a general Website visitor, you are granted the right to access all areas of the Website other than the password-protected areas (“**Permitted Visitor Areas**”). You may access and view Permitted Visitor Areas for your personal and non-commercial use for educational purposes only, and you may not modify, copy, distribute, or otherwise use Content or Services available on these Permitted Visitor Areas.

5. Grant of Rights to Authorized Users

In this Section, Achieve3000 gives to Authorized Users – meaning Participating School District students, parents of students, teachers, and administrators (for purposes of this section only, “**You**” and “**Your**”) – access to the Services and Content procured associated with the applicable Participating School District and Subscriber Agreement. In this section we also impose restrictions on Your use of our Content outside the Services. Similar to a “library” that keeps track of books it has lent, and limits circulation to users with library cards, we prohibit circulation of our Content and Services to users who do not have passwords, as further detailed below.

5.1 Rights to Access and Use for Educational Purposes

Subject to Your compliance with these Terms, Achieve3000 hereby grants You the right to access and use the Website and the Services and Content we offer to Your school through the Website. These rights are strictly limited to Your personal, educational, and non-commercial use of the Website, Services, and Content in connection with Your schoolwork, if You are a student,

or the assignment of schoolwork or monitoring of an associated student's progress, if You are a parent, teacher, or administrator.

You will continue to enjoy your rights under Section 5.1 (Rights to Access and Use for Educational Purposes) for the duration of the applicable Subscriber Agreement, unless Your password is revoked or suspended for misconduct, as set out in Section 10 (Revocation or Suspension of Use Privileges).

6.Achieve3000 Ownership; Reservation of Rights

The information, software, artwork, text, video, audio, pictures, content, trademarks, trade dress, and other intellectual property on the Website, or embodied in the Services or the Content, are the proprietary property of Achieve3000 and its licensors and are protected by U.S. and international copyright and other intellectual property laws. Achieve3000 retains all rights with respect to the Website, the Services, and the Content except those expressly granted to you in these Terms. You agree not to duplicate, publish, display, distribute, modify, or create derivative works from the material on the Website unless specifically authorized in writing by Achieve3000.

7.Links to Third-Party Sites

The Website may contain links or produce search results that reference links to third-party websites (collectively "**Linked Sites**"). Achieve3000 has no control over these Linked Sites or their content or data collection practices and does not assume responsibility or liability for any content, opinions, or materials available on Linked Sites, or for any data collection by any such Linked Sites. Achieve3000 does not endorse the content of any Linked Site, nor does Achieve3000 warrant that a Linked Site will be accessible or free of computer viruses or other harmful code that can impact your computer or other Web-access device. By using the Website to search for or link to another site, you agree and understand that such use is at your own risk.

Although we take no responsibility for Linked Sites, if you experience a problem with a Linked Site, please let us know at office@achieve3000.com, and we will investigate the link and take appropriate action.

8.Code of Conduct

Our Website provides chat rooms, bulletin boards, email services, and other services that allow you to interact with other Authorized Users ("**Interactive Services**"). As a condition to your use of the Website, the Services, and the Content, including the Interactive Services, you agree to follow our code of conduct (the "**Code of Conduct**"), set out below. Under this Code of Conduct, you will not:

- Use the Website in a manner that could disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website, such as through sending "spam" email.

- Seek to obtain access to any materials or information we have not intentionally made available to you through the Website, whether through “hacking” or through other means.
- Submit material that is intentionally false, defamatory, threatening, or harassing. For example, you will not display or distribute messages that harass an individual or group because of their sex, race, religious beliefs, national origin, physical attributes, or sexual preference.
- Infringe our or any third party’s copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy. Note that electronic materials – such as music, videos, games, images, and text in electronic form — can easily be copied, modified and sent over networks (such as the Internet). These electronic materials are thus extremely vulnerable to unauthorized distribution and copyright infringement.
- Collect or attempt to collect electronic copies of Content through screen shots, screen scraping, or other manual or automated techniques.
- Disseminate materials that invade the privacy of others, such as photographs, video clips, sound recordings, personally identifiable information, or other materials that reveal personal, private, or sensitive information about another person, without that person’s consent.
- Distribute outside the group of Authorized Users within your class and school information these users have submitted for use on the Website.
- Transmit or display obscene materials, particularly those that contain child pornography or other pornographic images or content.
- Frame, or assist third parties in framing, any of the Web pages contained in the Website. Such framing is strictly prohibited under these Terms.
- Transmit materials that contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer-programming or routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information.
- Create direct or indirect links to other websites or to this Website from other websites if you lack express written permission or the authority to do so.
- Seek to use for financial gain the Website, related computer facilities, or information available on the Website.
- Use the Website for any purpose that is unlawful or prohibited by these Terms. For example, you will not use the Website, Services, or Content to violate any law, statute, or regulation (including, without limitation, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising).

We will enforce the above Code of Conduct as we deem necessary. Please understand, however, that Achieve3000 does not control – and does not necessarily endorse — the content, messages, or information found in any Interactive Service. When you participate in the Interactive Services, you do so at your own risk, and we expressly disclaim responsibility for the content, messages, or information found in any Interactive Service.

9. Monitoring of Interactive Services; Removing Postings

We expect each user of our Website to act responsibly and to respect the rights of others. We seek to protect the integrity and security of our computing systems and to protect our community

of users from claims of intellectual property infringement and other claims or threats, such as those detailed in our Code of Conduct. Toward these ends, we reserve the right in our discretion to (i) monitor your use of the Website and email and other messages transmitted through the Website, (ii) restrict or foreclose access to certain Internet sites or other resources via the Website, and (iii) take other actions we deem necessary to protect our community of users and our resources. Due to this monitoring, you cannot expect that communications through our Website will remain “private” or otherwise free from our review.

Although we have no – and assume no — obligation to monitor activities on our Website, please understand that we employ filters designed to detect and block the transmission of messages that contain inappropriate language. We may, but are not obligated to, notify teachers when we detect the use of such language. We reserve the right to refuse to post, or to remove any information or materials, in whole or in part, that we believe, in our sole discretion, are incompatible with our Code of Conduct.

10.Revocation or Suspension of Use Privileges

We reserve the right at any time to terminate or suspend your access to some or all of the Interactive Services or the Website if you engage in an activity that we conclude, in our discretion, breaches our Code of Conduct.

Users should also understand that our Code of Conduct is based in many instances on principles of state and federal law. Users who violate our Code of Conduct accordingly may be exposed under these state and federal laws to criminal charges or civil liability to harmed parties for compensatory damages and attorney’s fees. Achieve3000 reserves the right at all times to disclose information it deems necessary to satisfy any applicable law, regulation, legal process, or governmental request, consistent with its Privacy Policy.

11.Privacy and Your Disclosure of Information through Interactive Services

We value your privacy and the privacy of all our users. Please review our Privacy Policy for information on how we collect, use, and protect your personally identifiable information. These protections, however, do not apply to information you choose to disclose to other Authorized Users through our Interactive Services. Although Authorized Users are bound, under our Code of Conduct, to refrain from disseminating information from our Website and its Interactive Areas to anyone other than their classmates participating in the Service (and their parents, teachers, and administrators), we cannot assure you that this will be the case.

12.Submitted Content

If you post content to our Website, by electronic mail, through an upload capability included with our Learning Systems, or otherwise, we will treat the content as non-confidential. By posting content on the Website, you authorize us to use and allow others to use, distribute, modify, and copy the content (excluding any personally identifiable information within the content), without compensation to you and for so long as we deem warranted (collectively, “**Use Rights**”). Moreover, in posting this content to our Website, you warrant that you have sufficient

authority and right to post the information and provide these Use Rights, and that your posted content will not infringe any third-party rights, including any intellectual property or proprietary rights. Our Use Rights shall be limited as required by applicable law.

13.Warranty Disclaimer

Achieve3000 does not promise that the Website will be error-free or uninterrupted, or that the Website will provide specific results from your use of any content, search, or link on it. The Website, and all Services and Content within them are delivered on an “AS IS” and “AS AVAILABLE” basis. Achieve3000 does not warrant or represent that files you download from the Achieve3000 sites will be free of viruses or other harmful features. ACHIEVE3000 DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU EXPRESSLY AGREE THAT USE OF THE WEBSITE AND RELATED SERVICES OR LINKED SITES IS AT YOUR SOLE RISK. ACHIEVE3000 IS NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL OR TECHNICAL ERRORS. ACHIEVE3000 RESERVES THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO OUR WEBSITE, SERVICES, AND CONTENT AT ANY TIME WITHOUT NOTICE.

14.Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, TORT, OR NEGLIGENCE, WILL ACHIEVE3000 BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST TIME, LOST PROFITS, OR LOST DATA) THAT ARISE OUT OF OR ARE RELATED TO YOUR USE OF THE WEBSITE, THE SERVICES, OR THE CONTENT. IN NO EVENT SHALL ACHIEVE3000’S AGGREGATE LIABILITY TO YOU FOR ANY LOSS, DAMAGE, OR CLAIM RELATED TO OR ARISING OUT OF THE WEBSITE, THE SERVICES, OR THE CONTENT EXCEED THE TOTAL AMOUNTS, IF ANY, ACTUALLY PAID BY YOU TO ACHIEVE3000 FOR ACCESSING THE WEBSITE DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. TO THE EXTENT THE FOREGOING EXCLUSION OF LIABILITY IS NOT PERMITTED UNDER APPLICABLE LAW, ACHIEVE3000’S LIABILITY IN SUCH CASE WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

15.Indemnity

You agree to defend, indemnify, and hold harmless Achieve3000 and its subsidiaries, affiliates, officers, directors, agents, and employees for and from any liability to third parties, including reasonable attorneys’ fees, arising from or related to your breach of these Terms or your access to, use, or misuse of the Website, the Services, or the Content. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control of

any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

16.Contact for Alleged Copyright Infringement

Achieve3000 respects the intellectual property rights of others and requires that its users do the same. If you believe that Content on the Achieve3000 Website or other activity taking place on the Website constitutes infringement of a work protected by copyright (a “**Work**”), please notify our agent, designated under the Digital Millennium Copyright Act (17 U.S.C. §512) (the “**DMCA**”) to respond to such concerns, as follows:

Achieve3000
331 Newman Springs Road, Suite 304
Red Bank, NJ 07701
Email: office@achieve3000.com

Your notice must comply with the DMCA. Upon receipt of a compliant notice, we will respond and proceed in accordance with the DMCA.

17.Access to the Achieve3000 Site

You are solely responsible for the costs of obtaining access to the Website. That access may involve third-party fees (such as Internet service provider or airtime charges), as well as necessary equipment.

18.Additional Terms for Certain Services or Sites

We may offer certain Achieve3000 websites or services that are subject to additional or different terms and conditions. We will notify you if the site or service you are accessing is subject to terms and conditions that differ from these Terms, and you will have the opportunity to decline to participate in such sites or services, if you do not agree with the differing terms and conditions.

19.Modifications to these Terms

We may modify these Terms from time to time to comply with applicable laws or changes to our operations. Modifications to these Terms shall take effect proactively once you access the Website after modification of the Terms. Please feel free to print out a copy of these Terms for your records.

20. Assignment

These Terms shall not be assignable by you, either in whole or in part.

21. General

Our Website, Services, and Content and information that you provide to us via our Website are provided and maintained on computing infrastructure located in the United States. If you use our Website from a Member State of the European Union or another region of the world with laws governing data collection and use that differ from those of the United States, then you acknowledge and agree that you are responsible for compliance with local laws, if and to the extent local laws are applicable, and that you are transferring information outside of those regions to the United States and that, by providing information on or to the Website, you consent to that transfer.

These Terms shall be governed in all respects by the laws of the State of New York without giving effect to its conflicts of law provisions.

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. Achieve3000's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches.

These Terms and, where applicable, your Subscriber Agreement set forth the entire understanding and agreement between Achieve3000 and you with respect to the subject matter hereof and supersede any prior or contemporaneous understanding, whether written or oral.

22. Survival

The following provisions shall survive the termination of these Terms and shall apply indefinitely:

Section 6 (Achieve3000 Ownership; Reservation of Rights)

Section 11 (Privacy and Your Disclosure of Information through Interactive Services)

Section 12 (Submitted Content) (with respect to Use Rights)

Section 13 (Warranty Disclaimer)

Section 14 (Limitation of Liability)

Section 15 (Indemnity)

The following provisions shall survive the termination of these Terms and shall apply indefinitely:

Section 6 (Achieve3000 Ownership; Reservation of Rights)

Section 11 (Privacy and Your Disclosure of Information through Interactive Services)

Section 12 (Submitted Content) (with respect to Use Rights)

Section 13 (Warranty Disclaimer)

Section 20 (Assignment)

Section 21 (General)

Section 22 (Survival)

23. Contact Us

You may contact us for any reason at the following addresses:

Attention: Achieve3000
331 Newman Springs Road, Suite 304
Red Bank, NJ 07701

Phone: 1-888-968-6822

Email: office@achieve3000.com

Privacy Policy

Version Effective Date: January 19, 2022

Introduction

We work to protect the privacy and security of all of our users, including students, to make sure your information is safe, private and available. We strive to collect only the data needed to provide and improve our services.

We do not advertise in any of our products, sell your personal information to anyone, or track users to target ads on other websites. All users are automatically opted out of selling their data for any reason.

What Information We Collect

We collect personal information from you when you submit it to us on our company website or use our online software (our “**Services**”). We may also collect this information from an administrator at your school or district directly or via integration with a third-party service selected by someone in your school or district. We collect Anonymous Information through your use of the Services which is not linked to your Personal Information through cookies and other analytic technologies. See below for more information about how we use cookies.

Information We Collect from Teachers or Administrators

Account information - If you have an account (which your school or district may have created on your behalf), we may collect your name, email address, a password, your school and/or district, and the classes you teach (grade, subject, class name) and the names, grade, email address, and identifiers of the students in your classes. If you or your school or district registers through or otherwise grants access to a third-party integrated service (“**Integrated Service**”), such as Google, MS365, Clever, Classlink or direct integration with your SIS, portal or product dashboard, we may collect Personal Information that is already associated with your Integrated Service account. If you create or upload assessments or other academic or educational resources or materials (“**Educational Materials**”), we collect the content of these materials and metadata you provide about them, such as tags, DOK levels and alignment to learning standards.

Communications information - If you contact us via online submission, telephone, electronic mail or regular mail, we may keep a record of that correspondence. If you post

comments or opinions to us on the Services or third-party websites where we have a profile or presence (e.g. on our Facebook page), we may keep a record of the comments.

Information about how you use the Service - We collect data about how you use the Services, such as the time you access the Service, the length of your session(s), the website you come to the Service from, selections and choices you make and preferences that you set when using the Service as well as any data you input while conducting any work, including assessments, in the Service.

Information about how you connect to the Service - We collect data about the computer or other electronic device (“**Device**”) you use to connect to the Service such as details about the type of Device (which can include unique device identifying numbers), its operating system, browser and applications connected to the Service through the device, your Internet service provider or mobile network, your IP address and your Device’s telephone number (if it has one). While we collect the location of your school or district, we do not automatically collect information about your actual location, other than an approximate location (usually no more precise than city level), which can be determined from your IP address.

Information We Collect from Students

Account information - No personally identifiable information, such as name or email address is required to create a student account on the Services. However, if a student, teacher or school or district administrator provides it, we may collect the student’s name, a username (which may be an email address or student ID number), a password, the student’s school and/or district, and their class enrollments (grade, subject, class name, teacher).

Demographic information - If a student, teacher or school or district administrator provides it, we may collect a student’s demographic information such as age, gender, race and eligibility for school services (e.g., IEP information on special education services) solely for the purpose of providing the Services. We do not share or use this information for any other purpose.

Assessment information - As a student uses the Services, we collect information such as the activity completed, time and duration of accessing the Services, assessment and

other text entered by students, scores, number of attempts, and teacher feedback, and any other information a student enters while using the Services.

How We Use Your Information - Teachers or Administrators

To provide the Services to you and your school or district - We use information (if any) collected from teachers, administrators and students to create and manage accounts, administer assessments and produce reports of usage patterns and assessment results. Users can access this data based on their role, for example, students may access data only about their account. Teachers may access data about their own account, or those of students currently or previously enrolled in their classes. Administrators may access data about teachers and students in their school or district, respectively.

To personalize the Services - We use information collected from teachers and administrators to display information and features that may be of interest to you, or tailored to how you use the Services. For example, we display assessment content relevant to your subject area and optimize the display for the device you're using. We may display names of teachers who have created accounts on the Services to teachers who join the same school or district.

To improve the Services - We use information collected from teachers and administrators to understand and analyze usage trends and preferences of our users to improve the functionality of the Services. We also use this data to diagnose and address technical issues with the Services, and to detect and investigate illegal activities, breaches of any agreements entered into between you and us, and threats to the security of the Services.

To provide you with information about our Services - We use information collected from teachers and administrators to respond to your inquiries and address comments and issues you have about the Services. We also use this information to notify you of changes to the Services, or provide you information about new products or updates to the Services that we feel may interest you, in accordance with your activities and preferences. We do not share Personal Information of any of our users with third parties for their marketing purposes, nor track users to target advertisements on our or other websites.

How We Use Your Information - Information from and about Students

We use the information we collect from and about students only to provide the Services to students, teachers, schools and districts. We use information collected from teachers, administrators and students to create and manage accounts, administer assessments and

produce reports of assessment results. Student data may only be accessed by the student, a parent or guardian, the student's teachers or an administrator at the student's school or district. We use aggregated and de-identified student information, such as assessment responses and scores, to analyze and improve the quality of questions in our item banks. We do not allow advertising on the Services, do not sell any student information, and do not track students to target ads on other websites. We do not collect information or create a student profile for any other reason than to provide our Services.

When we share teacher or administrator information

We do not sell student, teacher, or administrator personal information. We will disclose the Personal Data that we collect from you only as described in this Privacy Policy.

We share information you explicitly authorize us to share

Any assessments or assessment questions a teacher or administrator creates or uploads to a shared library will be accessible to other users with access to that library. If a teacher or administrator shares a draft assessment with other users in order to collaborate with them, those users will have access to that assessment. If you, or a school or district administrator on your behalf, adds a co-teacher to your class, the co-teacher will have access to teacher and student data in your account. Students do not have the ability to share any data about themselves outside the Services when using the Services.

We share information with administrative users at schools and districts

Administrators with access to the school or district version of the Services can view and edit teacher and student data in their school or district, including profile data, usage data, assessment responses and results, and individual and aggregated reports.

We may share information with third parties that provide a service to us or to you

To provide the Services to you, we use other companies for services like hosting, messaging, and tracking support issues and analytics. We only contract with third party vendors whose privacy policies are consistent with this policy. These third parties are required not to use your Personal Data other than to provide their services to us and to your school or district. We may share aggregated and de-identified data, such as student responses and scores, with publishers of third-party item banks that you have purchased

for the purpose of improving the quality of their assessment questions. If you request that we share data with a third-party partner, such as a curriculum publisher, to provide services to you or your school or district, we will ask you to explicitly provide permission for the data to be shared. We will not disclose Personal Data to third parties for marketing or for any other purposes not described in this Privacy Policy.

We may disclose information in a change of business

In the event that we sell or buy or transfer any business or assets (in part or whole), we may disclose your personal information to the prospective buyer or recipient of such business or assets, and they will be required to maintain the privacy and security of your personal information in accordance with this Privacy Policy. We will notify you via email or prominently on our website prior to such a transfer and provide you information on your choices to limit or prohibit transfer of your Personal Information.

We will share data when required by law, or to protect us and others

We may disclose user information to respond to a subpoena, court order or other legal duty or obligation (including without limitations requests or demands from law enforcement and government authorities and regulators). We may also disclose information to investigate, prevent, or take action regarding suspected or actual prohibited activities, including but not limited to, fraud and situations involving potential threats to the safety of any person or to prevent financial loss to any person or entity.

Use of cookies and other technologies

Cookies are small pieces of text sent by your web browser by a website you visit. A cookie file is stored in your web browser and allows the Services or a third party to recognize you and make your next visit easier and the Service more useful to you. Cookies can be "persistent" or "session" cookies. When you use and access the Services, we may place cookies files in your web browser. We use cookies for the following purposes: to enable certain functions of the Services, to store your preferences, to report usage statistics of the Services and to ensure functionality of the Service such as load balancing and fraud prevention. We do not use cookies to serve third-party advertisements, nor to target users with behavioral advertising. If you'd like to delete cookies or instruct your web browser to delete or refuse cookies, please visit the help pages of your web browser. Please note, however, that if you delete cookies or refuse to accept them, you might not be able to use all of the features we offer, you may not be able to store your preferences, and some of our pages might not display properly.

Child Online Privacy Protection Act Compliance (“COPPA”)

Protecting the privacy of young children is especially important to us, so we have added protections and restrictions designed to help protect Personal Information relating to children who are less than 13 years of age (“Child Users”). We only collect Personal Information through the Services from a child under 13 where a teacher or administrator from that student’s school or district has agreed to obtain parental consent for that child to use the Services and to disclose Personal Information to us, for the use and benefit of the learning environment. If you are a student under 13, please do not send any Personal Information about yourself to us if your school, district, and/or teacher has not obtained this prior consent from your parent or guardian, and please do not send any personal information other than what we request from you in connection with the Services. If we learn we have collected personal information from a student under 13 without parental consent being obtained by his or her school, district, and/or teacher, or if we learn a student under 13 has provided us Personal Information beyond what we request from him or her, we will delete that information as quickly as possible. If you believe that a student under 13 may have provided us Personal Information in violation of this paragraph, please contact us at support@achieve3000.com. If you are a school, district, or teacher, you represent and warrant that you are solely responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the Services. You are responsible for understanding how any Publisher Software (defined and described below) that you install on behalf of yourself or other users may collect and use information of users of Achieve3000’s Services. When obtaining consent, you must provide parents and guardians with this Privacy Policy. You must keep all consents on file and provide them to us if we request them. If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of COPPA compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district. As a Parent, you have the ability to control information about your Child User. To review, update, or delete information collected from your Child User contact us at support@achieve3000.com.

California Children’s Privacy Rights

If you are under the age of 18, or the parent of a User under the age of 18, residing in California, you are entitled to request a record of personal information we have collected about you or your child and to request removal of content or information you or your child has posted on our Services. If you would like to request the record or removal of you or your child’s content or information, please email us at support@achieve3000.com for assistance or directly contact your teacher or school to remove content or information you have posted on our Services. Please note that removal of your content

or information does not ensure complete or comprehensive removal, as there may be de-identified or recoverable elements of your content or information on our servers in some form. Additionally, we will not remove content or information that we may be required to retain under applicable federal and state laws.

How we keep your data secure

We have implemented a variety of security measures to protect the personal information we collect from loss, misuse, and unauthorized access, disclosure, alteration, and destruction. We encrypt Personal Data while at rest, and protect your login information and the transmission of data using Secure Socket Layer (SSL) technology. You should take steps to protect against unauthorized access to your account by creating and maintaining a strong password and keeping it private. While our employees may ask for your username to provide you support, we will not ask for your password. If we learn of a data security incident that compromises or appears to compromise your Personal Information, then we will attempt to notify you electronically so that you can take appropriate protective steps. We may also post a notice on the Services if a data security incident occurs. We delete or de-identify data including personal identifiable information as well as indirect identifiers, such as an email, IP address, and the other kinds of information that are 'technical' and 'non-personal' for all users when it is no longer necessary to provide Services to you or your school or district, or when requested by a school or district at the termination of a contract.

Links to other sites

The Services may link to and may be linked by websites operated by other entities or individuals. Some of these websites, such as our Facebook page and YouTube channel, may be co-branded with our name or logo. This Privacy Policy does not apply to, and we cannot always control the activities of, such other third-party websites. You should consult the respective privacy policies of those third-party websites.

International visitors

Our Services are operated and managed on servers located within the United States. If you choose to use our Services from the European Union or other regions of the world with laws governing data collection and use that differ from U.S. law, then you acknowledge and agree that you are transferring your Personal Information outside of those regions to the United States and that, by providing your Personal Information on the Services, you consent to that transfer.

Accessing and deleting your personal information

You may opt not to provide, or later edit or delete any of the non-required information from your Personal Data through the profile page in your account on our Services. You may request deletion of your Personal Data or your entire account by submitting a request on Achieve3000's [Privacy Webform](#) or call 1-888-914-9661 and use PIN 811522. We will use commercially reasonable efforts to honor your request. Please note that copies of information that you have updated, modified or deleted may remain viewable in cached and archived pages of the Services for a period of time.

Marketing Communications

We may send periodic promotional or informational emails to teachers and administrators about our services, products, or events. You may opt out of such communications by following the opt-out instructions contained in the email. If you opt out of receiving emails about recommendations or other information we think may interest you, we may still send you administrative emails about your account or any Services you have requested or received from us.

Disconnecting from an Integrated Services

You may revoke our access to your account on any Integrated Service, such as Google, at any time by updating the appropriate settings in the account preferences of the respective Integrated Service. You should check your privacy settings on each Integrated Service to understand and change the information sent to us through each Integrated Service. Please review each Integrated Service's terms of use and privacy policies carefully before using their services and connecting to our Services.

Disabling cookies

Most web browsers automatically accept cookies, but if you prefer, you can edit your browser options to block them in the future. The Help portion of the toolbar on most browsers will tell you how to prevent your computer from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. Visitors to our Services who disable cookies will be able to browse certain areas of the Services, but some features may not be available to you.

Changes to this privacy policy

This Privacy Policy is current as of the revision date set forth above. We may update this Privacy Policy from time to time to reflect changes in our information processing practices. If we make any material changes to this Privacy Policy, we will notify you at the email address that we have on file for you in advance of the change becoming effective. If you disagree with such announced changes to this policy, you will have an opportunity to cancel your account and delete your data before the policy goes into

effect. We encourage you to periodically review this page for the latest information on our privacy practices.

How to Contact Us

Please contact us with any questions or comments about this Privacy Policy, your personal information, our third-party disclosure practices, or your consent choices by:

Email: privacy@mheducation.com



COMMONWEALTH OF VIRGINIA

County of Henrico

DEPARTMENT OF FINANCE

Purchasing Division

EXHIBIT D

May 31, 2022

Mr. Mark Wood
Achieve3000, Inc/McGraw-Hill Education
331 Newman Springs Road, Suite 304
Red Bank, NJ 07701

Mark.Wood@mheducaton.com

RE: RFP 22-2316-1EMF – English Language Arts (PK-12) Digital Curriculum for Tier 1 Division Level Resources

Dear Mark:

This letter is to inform you that your firm has been selected to enter into negotiations for the above referenced solicitation.

To begin this process, please submit the following items:

1. Answers to the attached questions.
2. Pricing – Per attachment G and H marked BAFO. Also provide a separate listing of all prices being offered in the proposal.

Please provide the above items by 4:00 p.m. on June 3, 2022. A response via email attachment is sufficient.

If you have any questions, please contact me at 804-501-5637 or fal51@henrico.us.

Sincerely,

Eileen M. Falcone
Assistant Division Director

RFP 22-2316-1EMF
English Language Arts (PK-12) Digital Curriculum for Tier I Division Level

Offeror: Achieve3000/McGraw-Hill Education

May 31, 2022

1. Provide pricing for Level Set and must this be used with Achieve3000 Literacy?
Level Set can be sold separately. The cost would be \$8.80 per student per year.
2. How can data be pulled and put into our data dashboard?
Through a variety of teacher and administrator reports, Achieve3000 provides Henrico Public Schools the ability to view trends and patterns of data in various views and formats. All reports are exportable to Excel for integration with the district's data portal. Our data services team can work with the district to accommodate custom data needs.
3. Is there a spell check feature within the short writing response box and/or does the program talk with Grammarly?
Achieve3000 programs do not connect with Grammarly. There is spell check in the text boxes.
4. Provide detailed pricing for Professional Learning/Development that is provided without additional cost. Include the number of hours being offered, the number participants and if it is on-site or virtual.
All professional development is provided with cost and is reflected in the proposal. Refer to Attachments G & H.

There is on demand training videos and resources within the programs.

We will provide monthly data meetings with district administrators at no cost. We could schedule those for an hour. Monthly meetings would be virtual and a Mid-Year and End of Year meeting would be onsite. The other PD would be at a cost detailed on the proposal. It can be either onsite or virtual and can have up to 25 participants.

5. Provided detailed pricing for Professional Learning/Development that would be an additional cost and if this would be required in order to ensure quality implementation.
*(if required this must be added on Attachment G, Pricing Scenario)
 - a. Provide the hourly rate and how many participants can attend.
 - b. Would this be on-site or virtual?

Onsite days are 6 hours in length at the cost of \$2,695 for up to 25 participants. Virtual sessions are 90 minutes at the cost of \$895 for up to 25 participants. Professional development is required. We will work with Henrico County Schools to determine the amount of PLS days to best meet the needs of the district.

6. Submit pricing. The price shall include all costs associated with providing the services and materials outlined in Sec. II of this RFP. Price shall be evaluated by pricing on Attachment G.
 - a. Provide all costs as it relates to the proposed solution for the Scenario on **BAFO Pricing Attachment G** and the breakdown of pricing on **BAFO Pricing Attachment H**. List all categories separately, itemized for evaluation such as license per student, teacher, classroom and site, material cost, training of County staff, projected man-hours, and hourly rates.

See attachments G&H.

BAFO PRICING

Attachment G

Pricing Scenario

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

Name of Offeror: <u>Achieve3000</u>	Name Of Program: <u>Actively Learn</u>	
Grades Submitting for: <u>6-12</u>		
Scenario		
Provide pricing for an annual subscription for district licenses as listed below:	Price	Methodology on how price was calculated
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	\$	
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	\$ \$137,904 (ELA) \$229,840 (ELA with copyrighted texts)	\$12 per student for ELA \$20 per student for ELA with copyrighted texts
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	\$190,524 (ELA) \$317,550 (ELA with copyrighted texts)	\$12 per student for ELA \$20 per student for ELA with copyrighted texts
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	\$ 2,695	One day of on-site professional development
Grand Total	\$331,123 (ELA) \$550,075 (ELA copyrighted texts)	
Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for	\$ 12.10(ELA) \$20.10 (ELA with copyrighted texts)	

BAFO PRICING

Attachment H

Pricing Options

Provide pricing as it relates to the proposed solution	Price
Price per Student	\$ 12.10 (ELA) \$ 20.10 (ELA with copyrighted texts)
Price per Teacher	\$ N/A
Price per Classroom	\$ N/A
Price per Site	\$ N/A
Price for District License PreK-5	\$ N/A
Price for District License PreK-8	\$ N/A
Price for District License PreK-12	\$ N/A
Price for District License 6-8	\$ N/A
Price for District License 6-12	\$ N/A
Price for District License 9-12	\$ N/A
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 ±)	\$ 2,695 (25 participants max)
1 day of Professional Development - price per teacher	\$ N/A
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	\$ 2,695 (25 Participants max)

BAFO PRICING

Attachment G

Pricing Scenario

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

Name of Offeror: <u>Achieve3000</u> Grades Submitting for: <u>PK-2</u>	Name Of Program: <u>Smarty Ants</u>	
Scenario		
Provide pricing for an annual subscription for district licenses as listed below:	Price	Methodology on how price was calculated
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	\$ 96,000	Site license PreK-2
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	\$	
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714		
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	\$ 2,695	One day of on site Professional development
Grand Total	\$ 98,695	
Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for	\$ 2,100 per site	\$8.21 per student

BAFO PRICING

Attachment H

Pricing Options

Provide pricing as it relates to the proposed solution	Price
Price per Student	\$ 8.21
Price per Teacher	\$ N/A
Price per Classroom	\$ N/A
Price per Site	\$ 2,100
Price for District License PreK-5	\$ N/A
Price for District License PreK-8	\$ N/A
Price for District License PreK-12	\$ N/A
Price for District License 6-8	\$ N/A
Price for District License 6-12	\$ N/A
Price for District License 9-12	\$ N/A
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 ±)	\$ 2,695 (25 participants max)
1 day of Professional Development - price per teacher	\$ N/A
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	\$ 2,695 (25 participants max)

Achieve3000®

RFP RESPONSE PREPARED FOR:

Henrico County Public Schools

Date: April 6, 2022



**RFP No. 22-2316-3EMF
English Language Arts (PK-12)
Digital Curriculum**

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Tab 1: Introduction and Signed Forms

As requested in the RFP, Achieve3000 has provided the following documentation in this tab:

- Cover Letter
- Proposal Signature Sheet – Attachment A
- Business Classification Sheet – Attachment B
- Virginia State Corporation Commission Registration – Attachment C
- Proprietary/Confidential Information – Attachment D
- Direct Contact with Students Form – Attachment F
- Signed Addendum

Cover Letter

April 6, 2022
Henrico County Public Schools
Department of Finance
3830 Nine Mile Road
Henrico, VA 23223
Oscar Knott, Purchasing Director

RE: RFP English Language Arts (PK-12) Digital Curriculum for Tier I Division Level Resources

To Mr. Knott:

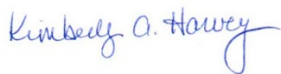
Achieve3000 is pleased to submit a response to Henrico County Public Schools' RFP for English Arts (PK-12) Digital Curriculum for Tier I Division Level Resources.

Achieve3000 will support your desire to obtain services and provide program options for reading and/or writing that include specific research-based instructional materials to be used to support students in grades PK-12, to include exceptional education students, general education students, and English language learners (ELL), in accordance with the Scope of Services section of the solicitation.

In the following pages you will find detailed descriptions of our suite of solutions that will meet the needs addressed in the scope of work. We look forward to the opportunity to work with Henrico County Public Schools.

We invite you to contact us with any questions you may have (732-367-5505 or proposal.services@achieve3000.com). In addition, please feel free to visit our website at <https://www.achieve3000.com/>.

Sincerely,



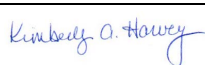
Kimberly Harvey, Authorized Agent

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. 22-2316-3EMF English Language Arts PK-12 Digital Curriculum for Tier 1 Division Level Resources**

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):
Achieve3000, Inc. / McGraw-Hill Education
ADDRESS: 331 Newman Springs Road, Suite 304
Red Bank, NJ 07701
FEDERAL ID NO: 87-1259704
SIGNATURE: 
NAME OF PERSON SIGNING (PRINT): Kimberley Harvey
TITLE: Senior Director, RFP,Bids & Contacts
TELEPHONE: 732.367.5505
FAX: 732.367.2313
EMAIL ADDRESS: proposal.services@achieve3000.com
DATE: 03/31/22

ATTACHMENT B BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: Achieve3000, Inc.

This form completed by: Signature: Kimberly A. Hawey Title: Sr. Director, RFP, Bids & Contracts

Date: 03/31/22

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 N/A _____ 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:
F1802067 **-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: Achieve3000, 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 9: Pricing	All in Tab 9	Pricing is confidential information

ATTACHMENT F

DIRECT CONTACT WITH STUDENTS

Name of Bidder: Achieve3000, 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:

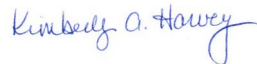
- ☒ **None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a violent felony set forth in the definition of “barrier crime” in Va. Code § 19.2-392.02(A); 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.).**



Signature of Authorized Representative

Kimberly Harvey

Printed Name of Authorized Representative

Achieve3000, Inc.

*Printed Name of Vendor
(if different than Representative)*



COMMONWEALTH OF VIRGINIA

County of Henrico

DEPARTMENT OF FINANCE
Oscar Knott, CPP, CPPO, VCO
Purchasing Director

Addendum No. 1

Date: March 15, 2022
Request for Proposal: #22-2316-3EMF English Language Arts (PK-12) Digital Curriculum
for Tier I Division Level Resources
Receipt Date/Time: April 6, 2022; 2:00 p.m.
Subject: Date of Request for Proposal

Ladies/Gentlemen,

Please make the following corrections, deletions and/or additions to the above referenced RFP:

Top of page 1 of Request for Proposal reads "February 11, 2022"

Change to read: "March 11, 2022"

All other specifications and General Terms and Conditions shall remain the same.

Offerors must take due notice and be governed accordingly. Acknowledgement of the receipt of this addendum shall be made in your proposal. Failure to acknowledge this addendum may result in your proposal being declared non-responsive.

Sincerely,

Eileen M. Falcone, CPPB
Assistant Division Director
Fal51@henrico.us

ACKNOWLEDGEMENT:

Signature: 

Print Name: Kimberly Harvey

Company: Achieve3000, Inc.

Date: 03/31/22

Tab 2: Statement of the Scope

Achieve3000 is pleased to offer a suite of digital tools aligned to the Virginia SOLs that support engagement and student learning. The following proposal demonstrates our capabilities to successfully partner with Henrico County Public Schools.

Achieve3000 has been providing schools with blended differentiated instruction solutions for over 20 years. We provide blended learning solutions in English Language Arts, Early Literacy, Special Education Intervention, English Language Learner Development, Social Studies and Science to more than 5 million students across the United States and around the world. Achieve3000 has distinguished itself among online literacy solutions through our proven effectiveness, dedication to professional learning services, patented technology, forecasting tools, and ability to differentiate instruction for all students. Our solutions help all PreK-12 learners reach their full potential and succeed in a rapidly changing global economy with increasing information demands.

We have reviewed the requirements and have determined our solutions will fully address the varied needs of your students. We have the capacity and determination to work with HCPS to develop and personalize a plan to meet your specific goals.

Furthermore, on your evaluation of our submission for supplemental programs for RFP English Language Arts PK-12 I would like to announce Achieve3000 has recently been acquired by McGraw-Hill Education. Together, our goals promote more effective and efficient learning aligned with HCPS.

With our Achieve3000 product proposal we have proposed the following Achieve3000 solutions to meet the needs of HCPS:

- **Smarty Ants** prepares young learners in grades K-2 to become independent readers with engaging, multisensory, and adaptive foundational literacy instruction. Available in English and Spanish, Smarty Ants combines foundational skills instruction, independent practice, and embedded assessment in a single program with robust teacher supports that build reading skills and accelerates learning in an engaging, interactive online learning environment.

Students seamlessly transition from foundational literacy instruction in Smarty Ants for grades K-2 to reading comprehension in Achieve3000 Literacy. Automatic notifications in Smarty Ants let tutors know when students are ready for this transition.

- **Achieve3000 Literacy** for grades 2-12 empowers teachers to easily differentiate literacy and content-area instruction to help students at every reading level get and stay on track for success. With opportunities to activate prior knowledge, express and defend opinions informally, practice close reading and cite evidence, complete activities to check

comprehension, and produce academic language in writing, Achieve3000 Literacy is proven to unlock potential and accelerate learning for every student.

- **Actively Learn** is a curriculum platform for grades 3-12 that is designed to drive learning engagement, and equity with interactive, standards-aligned solutions in ELA, social studies, and science. Content is presented in a variety of forms, including full-length novels, science simulations, videos, high-interest articles, textbook sections, primary sources, and DBQs, with easy-to-use interactive tools and resources, to promote classroom-style learning whether students are on site or remote.

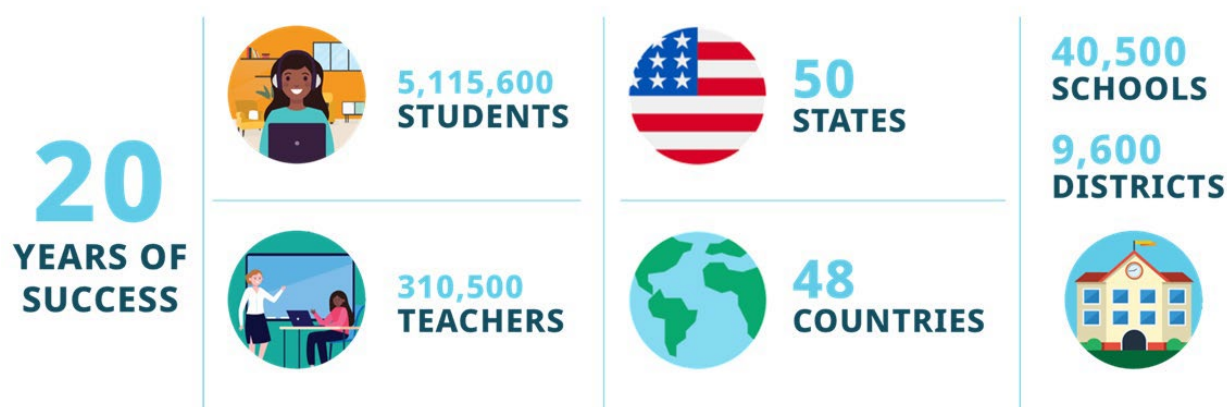
Smarty Ants® Achieve3000 Literacy™

Actively Learn™



Tab 3: Offeror Qualifications, Experience, Resumes and Financial Capacity

Achieve3000 believes the key to success for every student begins with access to differentiated, targeted instruction tailored to meet their individual learning needs. For over twenty years, we have designed learning solutions and flexible professional services that empower educators to unlock student potential and accelerate growth. By creating an environment that eliminates barriers to student success, we ensure student development is front and center, regardless of where learning takes place. As a result, customers in all 50 states and 48 countries rely on Achieve3000 to be their trusted partner.



We help districts engage students and accelerate learning, ensuring every child stays on-track for college and career readiness.

Our Mission

Together, unlocking potential and accelerating learning for every student.

Our Vision

Inspire & lead the transformation of literacy worldwide.

Our Values

Our solutions enable instruction that empowers educators to bring their students equity, depth, acceleration, flexibility, and proven results.

- **Equity.** Our precisely differentiated content and scaffolds give ALL students access to the same standards-aligned information and ideas so EVERY reader, struggling or advanced, can progress toward college and career success.
- **Depth.** Actively Learn supports practices to deepen literacy instruction, both by providing frameworks for teacher-facilitated learning and by pushing students to synthesize and extend their learning through critical thinking and reflection.
- **Acceleration.** Our methodology for embedded assessment and automatic adjustment enables students to move their Lexile measures up steadily, level by level. Students of all profiles who use Achieve3000 Literacy with recommended frequency and quality can attain up to 3.5X their expected Lexile gains.
- **Flexibility.** Since every school and district has different needs, goals, and challenges, our solutions and services are designed flexibly, with wide-ranging options for curriculum integration and site customization.
- **Proven Results.** Achieve3000 solutions have documented evidence that fidelity of usage results in increased student performance and gap closures with student participation. Our commitment to proven-effective instruction has resulted in a body of research according to ESSA's Evidence Levels.

Organizational Staff and Personnel:

Achieve3000's Professional Learning Services team comprises a group of highly trained experts who have worked with high poverty, minority, English learners, intervention, and special education populations. They have provided services to educators at the district, school, and classroom levels and have modeled lessons directly to students while teachers observe the best practices in action. Members of our Professional Learning Services team are dedicated to continuing education and consistently research, train, and implement the latest research-based methods for classroom instructional practices through formal continuing education and advised by our esteemed [Educational cabinet](#).

Achieve3000 employs a cadre of training professionals to implement our programs. Some key qualifications and required experience for this role include:

- Master's degree in education and specialty in one of the following areas: English Language Learners, Bilingual Education, SIOP, Response to Intervention, Blended Learning, Science Education, STEM Education, and Literacy
- A minimum of 3 years of teaching experience
- Knowledge of adult learning and at least 3 years of experience delivering professional development sessions
- Strong presentation skills and previous experience training with technology products
- Excellent written and extraordinary oral communication skills
- Previous project management experience and excellent project management skills
- Outstanding interpersonal skills and ability to build strong relationships with teachers and Administrators

- Ability to be flexible and able to adapt to the immediate or unforeseen challenges
Superb computer skills, particularly MS Word, PowerPoint, and Adobe Acrobat Reader

The following key personnel will lead the work under this contract:

Tonita Watts, Regional Director of Sales

Tonita Watts lives in Chesapeake, Virginia and she serves as the Regional Director of Sales for Virginia. She has worked in the field of education for 30 years as a teacher, district administrator, and adjunct professor focused on reading literacy and intervention. During the past 16 years, Tonita has developed a wide range of experiences across print, digital, and supplemental channels of educational publishing. Her career focus is on helping every student develop the literacy skills needed to be successful in life and using her extensive educational experience to assist teachers and district administrators in their efforts to increase student achievement.

After receiving her Bachelor of Arts in Education from Appalachian State University, Tonita began her career as a Kindergarten Teacher. Because of her love of reading and literacy, she attended Old Dominion University where she received a Masters' Degree in Reading and Masters' Degree in Early Childhood Education from. After completing over 30 years as a classroom teacher and district administrator, Tonita began her career in Educational Publishing and Educational Technology where she has worked with teachers and administrators to provide effective content and resources. In her position at Achieve3000, Tonita continues her focus on reading and literacy as she partners with teachers and administrators to support student literacy and student achievement.

Mark Wood, Regional Vice President of Sales

Mark Wood, Regional Vice President of Sales has 20 years of experience helping school districts with education technology solutions. Prior to joining Achieve3000, Mark held leadership positions with Houghton Mifflin, The Princeton Review, and LTS Education.

Jim Kostel, Vice President of Implementation

Jim Kostel lives in Metro Atlanta in Dacula, Georgia and is the Vice President of Implementation for the East Region. He has worked in the field of education for over 20 years in the classroom and in Education Technology. His career choice aligns with his passion for helping all students achieve more and assisting teachers and administrators with the implementation of innovative resources to better prepare students for colleges and careers.

Jim began his career in education as a high school teacher and was also a student himself as he acquired his Master of Education degree from the University of Georgia. After completing over 10 years as a classroom educator, Jim began his career in the Education Technology space by delivering professional development to teachers and district level personnel with a strong focus on measured results and strategies. He then ascended to the Director level for professional development managing a team of 15 consultants all sharing that same vision for student success and building teacher capacity.

Now, with Achieve 3000, Jim is able to combine his passion and energy for student achievement and teacher innovation and his history of partnering with districts and schools to ensure successful implementations.

Resumes can be provided upon request. Additional key staff members will also be assigned and communicated with HCPS upon contract/ prior to beginning of PLS services.

Financial Capacity

As a privately held company, Achieve3000 financial documents are not public information. However, Achieve3000 is a stable, profitable, and financially healthy partner. We have been providing schools with blended differentiated instruction solutions for over 20 years. We help more than 3 million students and 130,000 educators across the United States and around the world reach their academic, personal, and professional goals. More details can be provided upon request.

Tab 4: Service Approach and Implementation

Our Solutions

Achieve3000 delivers a comprehensive suite of digital solutions that significantly accelerate student growth and deepen learning across the content areas. Using personalized and differentiated solutions, Achieve3000 enables educators to help all students achieve accelerated growth.

With **Smarty Ants**, computer adaptive early literacy content personalizes learning to meet students where they are and accelerate early literacy success.

Students begin their reading journey by taking an adaptive assessment that places students on their own personalized learning path. Once on their personalized learning path, the Smarty Ants instructional process helps students learn and grow.



Reading activities increase in complexity, with each new concept introduced with comprehensive scaffolding and support. The engaging and encouraging learning environment allows students to progress at their own pace. At every level, the curriculum has been scientifically designed to adapt and respond to each student's unique learning style and personality. Based on the philosophy that learning to read should be fun, Smarty Ants also features highly entertaining activities and positive reinforcement so that students are always motivated and continually advancing through the lessons. As students engage with the program through their unique, customizable avatar, their success is recognized and rewarded with thousands of virtual awards to collect and dozens of mini-games to play.

Midway through each lesson, students begin building a personalized, decodable phonics book that contains the lesson words. At the end of the lesson, students complete the book, which can be printed out and taken home. The books are transformed into virtual music DVDs. At levels 1 and 2, students produce alphabet books. At levels 3-11, they build personalized phonics-based books. Students' books and DVDs are stored in the Reward Room of the Ant Home. In levels 12-18 students begin learning comprehension strategies and become aware of text structure and plot development using authentic literature and nonfiction science texts.

Smarty Ants tracks each student's progress and adapts the pace and learning support based on that student's needs. This ensures that the student succeeds every step of the way, which instills confidence and a joy for reading. For students with advanced reading skills or who quickly grasp new reading

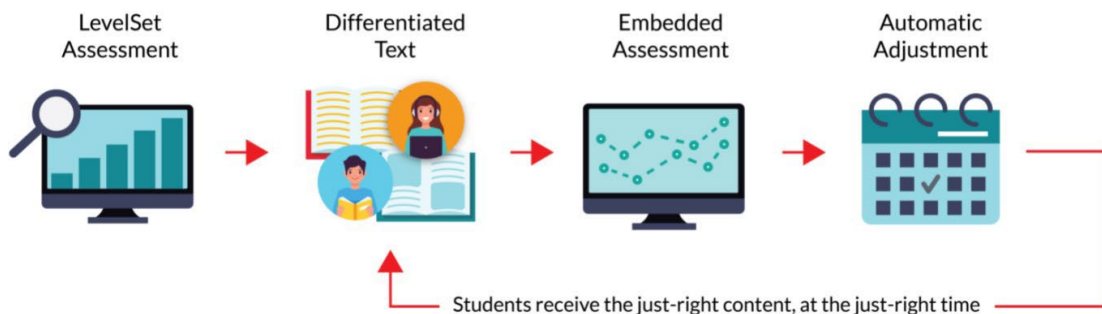
concepts, the program accelerates to keep these students engaged and challenged. For students who are struggling, the system slows the pace and increases the educational support and scaffolding. This combination of foundational skills, cumulative instruction, and culminating activities ensures that Smarty Ants is a comprehensive program of systematic instruction.

In Smarty Ants, each student has a personal recommendation for how long they need to be in the program to reach their goal: either an end of year goal or an end of grade goal. Teachers receive recommendations for how long a student needs to use the program each week to meet the given goal, and this is adjusted based on performance each week.

Because the program continuously evaluates each student's exact skill level, learning temperament, and learning pace, the adaptive content system automatically delivers the right level of skill instruction and practice to keep learners in the zone of proximal development. No two students will approach the content or process in the same manner, but they all will reach the same critical milestones for primary grade literacy success and emerge as confident, capable readers ready for the challenges of second grade and beyond.

Achieve3000 Literacy is personalized for each student, which leads to increased motivation. The powerful differentiated learning platform accelerates literacy growth for all students. The illustration below provides an at-a-glance view of how the program works:

How It Works

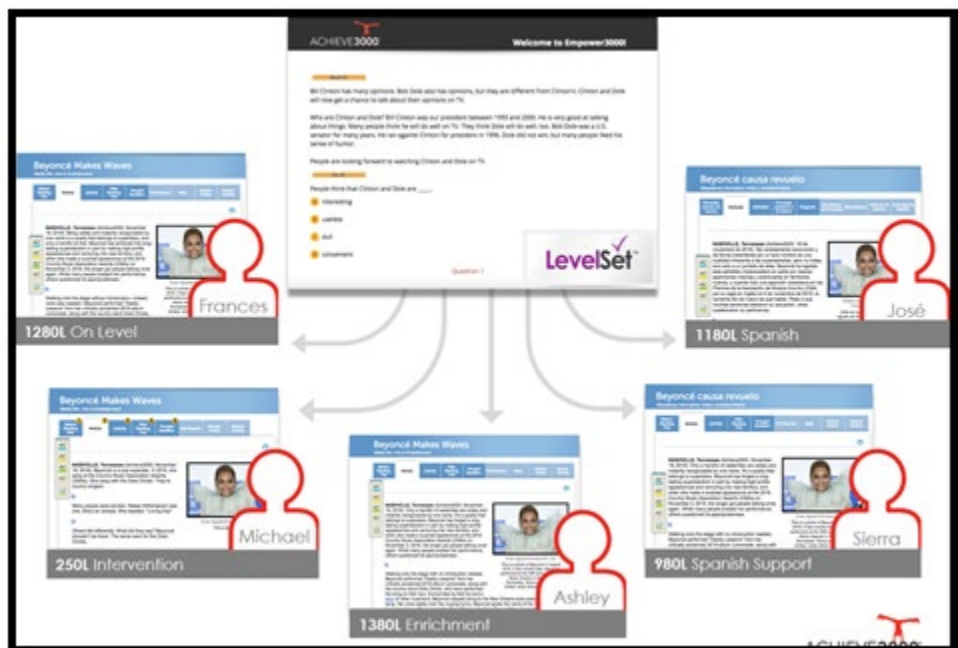


LevelSet Assessment: Achieve3000's proprietary LevelSet™ assessment establishes each student's initial Lexile reading level in English or in Spanish. LevelSet can be administered up to three times per year, first to establish a baseline Lexile level; forecast readiness for college and career benchmarks; match students with differentiated, tailored text; and identify the best solution and implementation that will promote accelerated growth for every student. Interim and post-test administrations provide a benchmark measure of student growth. It also provides information about how much time on task is required for each student to achieve their goals.

LevelSet + Forecast Report → Build Individual Plans



Differentiated Text: Achieve3000's adaptive text complexity system automatically matches students to grade-appropriate text, differentiating the same standards-aligned lesson at up to 12 levels of English and up to 8 levels of Spanish. Students complete Virginia SOL-specific, cross disciplinary lessons while developing key literacy skills and building content-area knowledge and vocabulary simultaneously.



Built-in scaffolds support student learning at every step, ensuring students of all ability levels can access the same grade-appropriate content and meet academic standards.

Embedded Assessment: Achieve3000 has embedded a formative assessment into its instructional routine so as not to restrict progress monitoring to the benchmark LevelSet assessment. This

assessment provides diagnostic data on each student's mastery and progress. Embedded assessment items are varied and allow for multiple modalities for demonstrating mastery, including a myriad of technology-enhanced questions in formats such as short answer, drag-and-drop, cite evidence, multi-select, multiple choice, and multi-part items.










Automatic Adjustment: A component of the Achieve3000 patent uses the embedded assessment to monitor student readiness for more complex text. Every month, the system will assess performance in order to adjust Lexile levels up or down, as needed, to ensure that each student is always reading at an independent challenge level that optimizes learning. The key to the Achieve3000 differentiation method is that it ensures students receive text that is accessible to them, yet challenging enough to enable them to grow. These adjusted Lexile scores give additional data points for monitoring student achievement.

We are committed to providing meaningful literacy experiences that connect with student's lives and perspectives. We endeavor to give students views of worlds and reflections of their own lives as part of the larger human experience. We offer content that features diverse backgrounds and experiences and works from authors with diverse backgrounds, so students will see themselves in the content they read, be exposed to other cultures, ideas, and ways of thinking, and see themselves and their classmates in the authors whose work they read.

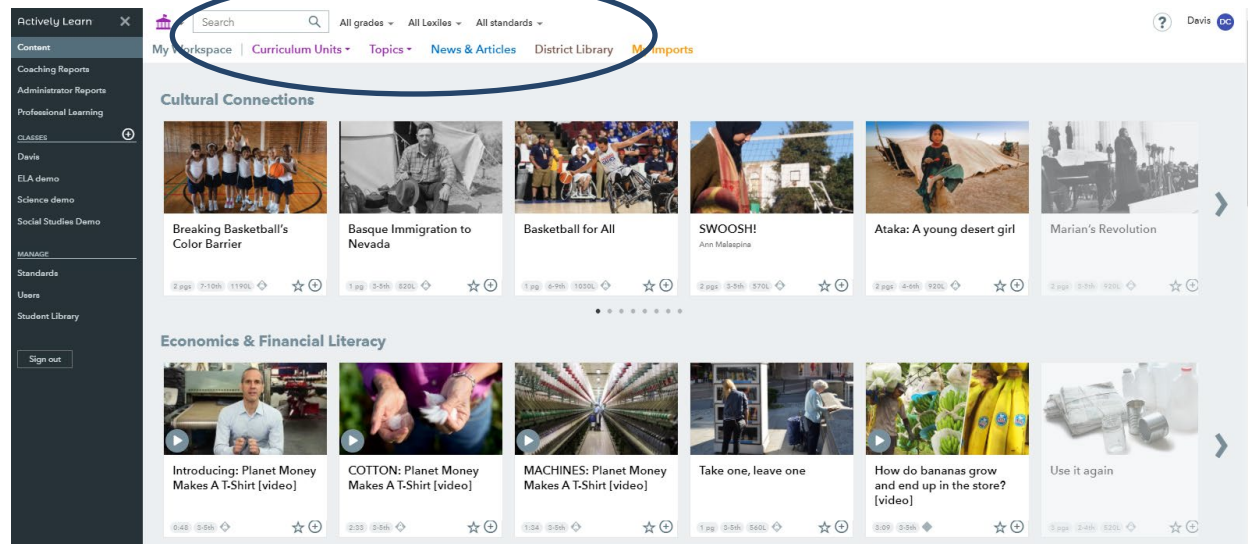
Actively Learn is a curriculum platform that is designed to drive learning, engagement, and equity with interactive, standards-aligned solutions in ELA, social studies, and science.

The content in Actively Learn focuses on building student's critical thinking skills, depth of learning, and accelerated achievement. The program's Activate, Support, and Reveal (ASR) framework drives deeper learning for every student with key classroom practices.

- **Activate Thinking** - Activating thinking entails showing students how to read for depth and ensuring that they adopt the strategies and thought process of expert readers. Teachers activate thinking by asking higher-order questions, encouraging strategic annotation, facilitating discussion, and modeling close reading.
- **Support Thinking** - Supporting thinking enables students to access the text and receive the guidance they need. Teachers support thinking by making it possible for students to overcome common reading obstacles such as gaps in content knowledge or vocabulary deficits. Technology helps students make sense of the words by offering dyslexic settings, built-in foreign language dictionaries, and text-to-speech.
- **Reveal Thinking** - Revealing thinking is a means of demonstrating the learning process in order to improve it. Teachers and students need to see how students construct knowledge to assess learning strategies and understand where students are struggling. Revealing thinking consists of having students write extensively while they read, encouraging metacognition, and providing effective feedback for deeper learning.

Activate Thinking	Support Thinking	Reveal Thinking
 Questions that chunk text Questions are tied to standards and harness writing to demonstrate higher-order thinking	 Differentiated scaffolding Assign scaffolds for different sets of students and assign texts to specific groups	 Formative assessment Teachers see where students struggle and monitor data to inform instruction
 Strategic annotations Notes fill gaps for students, model effective strategies, and kick off group discussions	 Accessibility Students can listen to text being read aloud and enable dyslexic font	 Real-time feedback Grades and comments post instantly so students want to retry and improve their work
 In-line discussion Students share their thoughts with their teacher and classmates	 Dictionary and translation Students easily look up words they don't understand and translate into a number of languages	 Metacognition Students monitor their comprehension while they read

Actively Learn provides potent customization tools in order to give flexibility to planning instruction and control over student experiences while reading. Educators have access to the full library of Actively Learn content, enabling them to customize assignments by course, grade, topic, or theme.



In addition to the existing sequenced and curated text sets provided in Actively Learn, the program also enables educators to select and sequence texts on their own to build critical content/background knowledge or create meaningful connections to the anchor text. Through the platform, teachers can then determine an objective for the entire text set (can be related to a topic, standard, anchor text, etc.). We encourage teachers to select and sequence texts to build critical content/background knowledge or create meaningful connections to the anchor text.

Tips for selecting text on the Actively Learn platform:

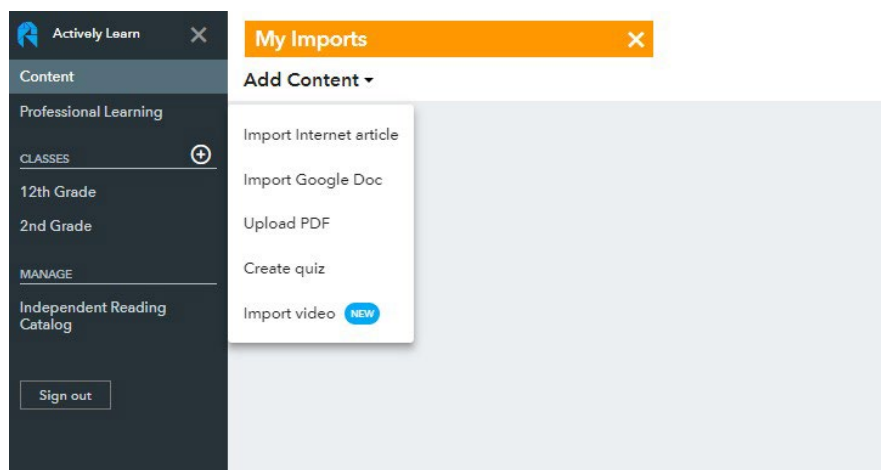
- Choose rich and engaging texts that allow students build knowledge or practice skills related to the learning objective.
- Include texts that provide different perspectives or unfamiliar views on a topic.
- Vary text type (informational vs. literary), length, and format.
- Consider text complexity.

Tips for sequencing text:

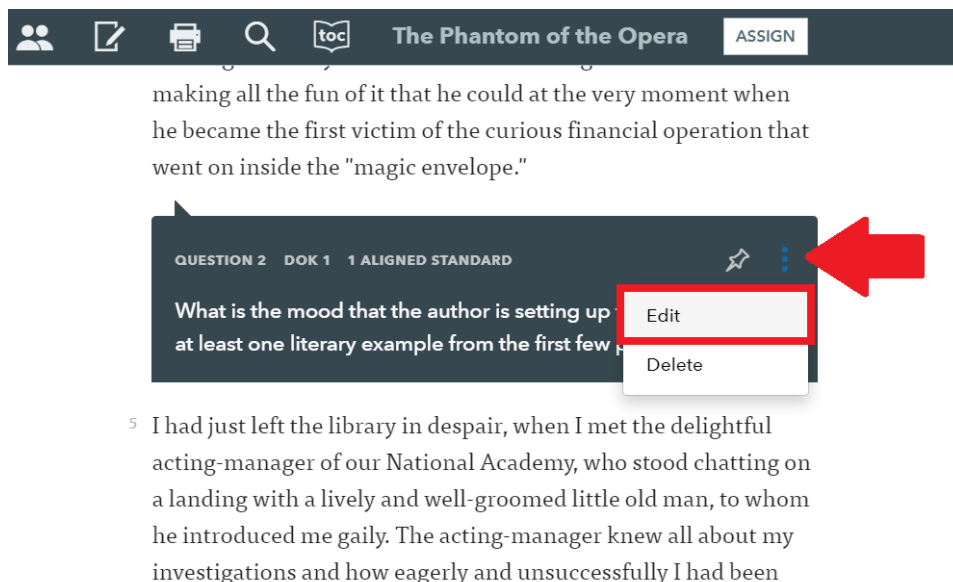
- Order texts in a way that encourages students to make meaningful connections between them or the anchor text.
- Scaffold skills -- e.g., For a set related to character analysis, begin with a text that includes more examples of direct characterization before introducing texts with indirect characterization.
- Start with texts that provide background knowledge about a topic or issue.

An alternative to assigning lessons within the Actively Learn solution is to import content from Google Docs, PDFs, or articles from the internet. Instructors can even upload their own quiz or video for further engagement.

Like any other lesson in Actively Learn, teachers have the ability to add scaffolds, author their own questions, and share the lesson content with their colleagues in the district. During instruction, students can have discussions with one another, ask questions, and annotate their work, opening up the possibilities for learning in essentially any teacher-selected text.



Teachers can also edit existing content to meet their instructional needs, such as revising embedded questions.



Teachers can add notes into text, just where they'll be most helpful for students. Notes can be personalized to scaffold instruction for individual students, or directed at the whole class.

Actively Learn is unique because it provides both a vast content library as well as a flexible learning platform that provides teachers with potent customization tools in order to give flexibility to planning instruction and control over student experiences.

The Achieve3000 organizational structure also allows us to provide a wide range of primary service offerings for escalation and other requests and we commit to providing our proposed solution(s) and associated Professional Learning Services by July 1, 2022.

Our staffing includes internal technology and development personnel; content and subject matter experts; a considerable operations team dedicated to internal operations and customer support; professional development and training facilitators; and a cadre of implementation and project management staff internally and onsite with our clients. Achieve3000® has an established mechanism for resolution of complex or recurrent problems. Your first point of contact for service issues will be your dedicated Customer Success Manager, whose purpose is to coordinate and oversee events surrounding the health of your implementation and the training of your leaders and teachers in best practices in using the Achieve3000 platform.

Your **Customer Success Manager** can be called upon to guide your decision making as well as support Fairfax County Public Schools in any issues that require resolution, both long-term and short-term. In addition, our technical support staff is available Monday-Friday 9am-6pm PST and can be reached by phone, fax or email. A Customer Success Manager will be provided *upon contract award*.

HCPS' dedicated implementation and sales team at Achieve3000 will have an ongoing relationship with

both District leadership and instructors.

Achieve3000 supports customers with unlimited, top-rated technical support via toll-free phone, email, and online, and live-chat guaranteeing prompt responses from a dedicated team of Achieve3000 experts located in our New Jersey headquarters. Customer Support is available Monday through Friday from 7:30 a.m. to 9:00 p.m. (EST) and can be contacted by phone via our 800 number, email, or online at <https://www.achieve3000.com/who-we-are/about-us/customer-support/>

Achieve3000 is committed to customer satisfaction, and we have a well-developed framework in place to support rapid release of customer issue resolutions.

Additionally, the following teams are also available to support your implementation:

- **Data Solutions and Services:** Achieve3000 will provide support for importing student rosters and integrating with your Student Information System (SIS). Once students start using the program, a dedicated Achieve3000 expert will also provide continual monitoring and analysis of your implementation data to ensure key milestones (such as usage and performance goals) are being met at each stage of the implementation.
- **Technology and Product Development:** Tier II customer support is designed to troubleshoot any event that may arise in your implementation. Also, our product development and technology teams are always working on enhancements, some of which may release throughout the course of the year, while others may wait until the back-to-school season.
- **Content and Curriculum Team:** With a goal toward helping the Achieve3000 suite of solutions fit with what you are already teaching in your classrooms, our content and curriculum teams is available to customize lessons to your scope and sequence.
- **Product and Technology Development Group.** Provides functional upgrades while enhancing hardware and software architecture, developing system security, extending mobile technology, and overseeing system Q/A. In addition to our Back to School release each July, Achieve3000 releases new features throughout the year.

Sandbox Environment

Demo accounts can be provided upon request. Per Addendum 1, samples were not required at this time.

Agreements/Terms & Conditions

Any products and associated support and services provided by Achieve3000 to the Customer shall be exclusively governed by the terms and conditions of Achieve3000's then-current Terms of Service with any accompanying schedules and policies applicable to the offering. Achieve3000 is willing to negotiate modifications and/or additions either from HCPS's RFP or to address any other Customer concerns to its Terms of Service and any schedules and policies, after discussions and negotiation with Customer. The Terms of Service, including our warranty information, can be found at <https://www.achieve3000.com/who-we-are/about-us/terms-of-service/>

Timeline for Implementation

Please refer to **Tab 8** for more information on implementation and related services. A Sample Implementation Plan has also been provided in **Appendix A**.

Parental Consent

Parents, legal guardians, or eligible pupils can review and correct their PII, withdraw their consent for further use of such information to Achieve3000, or direct the deletion or transfer of such information by contacting office@achieve3000.com. Achieve3000 is in compliance with the Children's Online Privacy Protection Act (COPPA). If the parent or legal guardian of a Student wants to review the information that Achieve3000 has collected about the Student or learn more about the Service(s) the Student is participating in, he or she should contact the Student's School. Achieve3000's full Privacy Policy can be found at www.achieve3000.com/privacy.

Tab 5: Technical Administration, User Interface, Security Integration and Devices

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

The maximum number of concurrent active user Smarty Ants can handle is 77,000 logins per hour. Achieve3000 Literacy can handle 135,000 logins per hour. Actively Learn can handle 30,000 concurrent active users.

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

Our solution supports student data provisioning and rostering using secure CSV file upload using HTTPS (SSL/TLS) via our service portal. Our data services team uses internal tools to validate, verify and import data records into the production environment via our internal provisioning service. In addition, we support the Clever secure data exchange API, which uses SSL/TLS. Data records are obtained from Clever using this API and loaded into our secure production environment through our internal provisioning service.

c. Describe the data exchange process in detail

Our primary path for secure data exchange uses HTTPS. We can support SFTP for manual upload of CSV files if required. We encrypt Personal Data while at rest using AES256 encryption and protect your login transmission of data using Transport Layer Security (TLS)/Secure Socket Layer (SSL) technology.

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

N/A. Various access controls are available. User access is controlled by user roles for students, teachers, parents/guardians, campus level administrators, and district level administrators.

To establish a student in a classroom, Achieve3000 provides a student roster template for district/school(s) to populate. The data required on the template can be exported from your SIS. Achieve3000 works with Clever, Infinite Campus, PowerSchool and a host of other SIS / SSO options.

Once completed, the file is easily uploaded on to our website, and we do the rest to configure the initial class-set up. This option allows teachers and school administrators to exercise maximum control over class configurations since they have the power to add, delete, or move students and classes within the Achieve3000 solution at any time using built-in user administrator tools. Changes are reflected right away. Our Rostering Support team will guide you through this school set-up process.

e. Provide per user bandwidth requirements for the proposed solution / f. Provide the average bandwidth per student required

While any connection speed is acceptable, the solutions will perform at optimum speeds with a faster Internet connection. For best performance, bandwidth of 15–20 kbps per user on average is recommended.

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).

Actively Learn is compliant with the LTI 1.1.1 standard in the role of a “Tool Provider” and can work in conjunction with LTI compatible LMS systems such as Canvas.

Tab 6: Infrastructure and System Administration

Achieve3000 programs are web-based and hosted entirely in an Achieve3000-managed server environment using RackSpace. The system is not deployed in the District's Data Center. Our solutions are hosted in SOC 3, ISO 27001 certified data centers managed by our hosted vendors and our Hosted Operations team, and thus are compliant with ISO standards for Personally Identifiable Information. Your IT department will not need to implement or maintain the solutions, and there is no hardware, software or network equipment to purchase.

Achieve3000's Data Reporting Utility (DRU) supports posting nightly recurring analytics data extracts that are accessible via Secure FTP. The DRU data is stored on encrypted disks in a SOC 2 compliant data facility so the data is secure "at rest" and is accessible by an authorized and authenticated customer login so that it is secure "in transit" as well.

Additionally, updates are provided as part of the Achieve3000 subscription on an ongoing basis at no additional cost. If maintenance is required, Achieve3000 will inform customers one week in advance. Scheduled maintenance is normally conducted during weekend hours.

There are standardized and documented procedures for coding, configuration management, patch installation, and change management for all servers and network devices involved in delivery of contracted services. Coding follows a rigorous checklist that involves, architecture, design, development, unit testing, code review, and quality assurance within an Agile Scrum framework and is tracked and documented using Rally. Achieve3000 currently uses cfengine for configuration management and is transitioning over to Chef. Patch installation is performed using Capistrano and RunDeck for zero-downtime deploys. Several monitoring frameworks, internal and external, in addition to manual testing ensure that delivery of contracted services is not impacted.

Achieve3000 is web-based, which means it allows for 24/7 access to instructional content and data, and can be used anytime, anywhere, and on any device with Internet connectivity. Achieve3000 has also created offline mobile apps—to be used on iPads®, Chromebooks™, and Android™ devices—that allow students to complete their instructional routine whether or not they have Internet connectivity. Mobile apps are included as part of the subscription.

Please refer to Achieve3000's System Requirements for more details.

<https://www.achieve3000.com/system-requirements/>

Tab 7: Reporting and Monitoring

Achieve3000's powerful reporting package provides teachers and administrators with real-time, detailed diagnostic data on usage and performance in and out of school. The reports available 24/7, enable individualized intervention and remediation based on given student needs. Reports are exportable to Excel and can be viewed on an individual student, class, school, or district basis and give teachers the information they need to target instruction.

To guarantee maximum acceleration and return on your investment, Achieve3000 is committed to providing all stakeholders with the data needed to monitor usage and performance and determine next steps in instruction. Our robust reporting suite makes it easy to monitor Key Performance Indicators (KPIs) along with the progress monitoring on Lexile growth and Virginia SOLs.

Smarty Ants

In Smarty Ants, teachers can easily see student performance right on the Home Page.

Classes & Groups:											
Demo Class 1			Make Group		? Print Export						
?	Last, First	Grade	Assessed Current	Time Last Week as % Recommended	Cumulative of Yearly Recommended	Academic Goal	Last Login	Audio Recordings	Student Specific Remediation	Print Resources	Print Awards
<input type="checkbox"/>	Harrison, Natalie	K	Lesson 13 Lesson 16	0 of 2.9 hr 0 %	5.1 of 46.4 hr 10.9 %	1 Academic Year	2/27				
<input type="checkbox"/>	Jackson, Zoe	2nd	Lesson 70 Lesson 72	0 of 1.9 hr 0 %	2.2 of 28.4 hr 7.9 %	1 Academic Year	9/13				
<input type="checkbox"/>	Reynolds, James	1st	Lesson 43 Lesson 47	0 of 4 hr 0 %	14.3 of 71 hr 20.2 %	1 Academic Year	9/14				
<input type="checkbox"/>	Rojas, Lucas	1st	Lesson 43 Lesson 47	0 of 4 hr 0 %	14.3 of 71 hr 20.2 %	1 Academic Year	9/14				
Curriculum Grade Levels Color Legend						Recommendation Color Legend			Showing 1 to 4 of 4 entries		
Pre-K		Kindergarten		1st Grade		< 80%		80% - 99%		100% +	

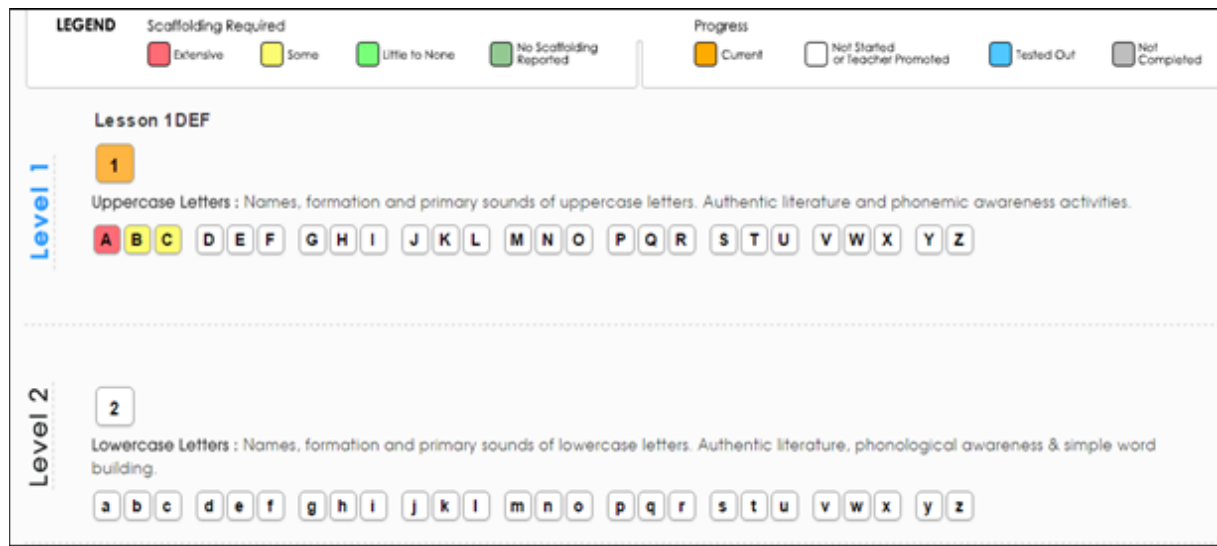
Examples of specific reports include:

How are my students progressing in specific areas?

This report shows in-depth progress for an individual student by each lesson. The details of the lesson are presented through a color-coded system that highlights any progress or scaffolding required. The report also provides diagnostic information, including specific concepts missed, new concepts introduced, results on exams, story building, and lesson checks.

How are my students progressing overall?

This report charts the progress of an individual student during a single lesson. The report lists login times, recordings, and any progress on recommendation plans. Each level and lesson has data recorded regarding the success or challenges a student may have encountered, and a description of the mode in each lesson. The information is provided through a color-coded system that indicates the level of scaffolding required and the progress a student has reached.



Achieve3000 Literacy

All Achieve3000 solutions measure and track student growth. With every Achieve3000 Literacy lesson available in up to 12 levels in English and up to 8 in Spanish, students can all work on the grade appropriate texts that align to the Virginia SOLs' Science, and Social Studies standards, but each student automatically receives the version of the lesson most appropriately matched to their Lexile level. As students work through each lesson, they complete an embedded assessment. The system monitors student performance on these assessments and determines when they are ready for more complex versions of the grade-appropriate lessons. The algorithm that fuels this automatic adjustment enables students to double or even triple the expected Lexile gains in a year.

Achieve3000's powerful data suite enables teachers and administrators to monitor student progress in real time, enabling them to make targeted, results-based academic decisions. Student performance and usage data are instantly available and can be monitored by teachers and administrators on a student, class, grade, school, and district level.

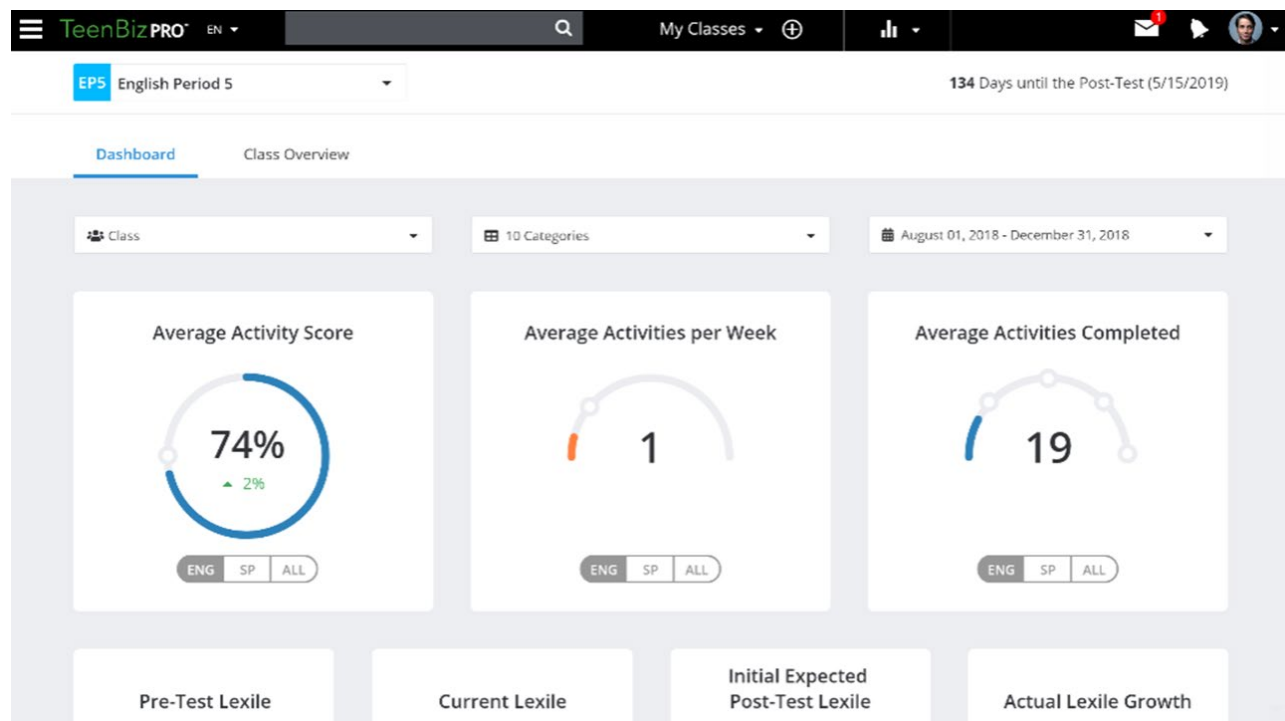
The Data Center offers an easy-access way for teachers to view key metrics for classes and individual students.

Using this data, teachers can:

- Monitor student progress
- Conduct monthly progress meetings with individual students
- Group students for differentiated instruction.

From the Dashboard, a teacher can choose to view metrics for class average or individual student data. Dashboard metrics include:

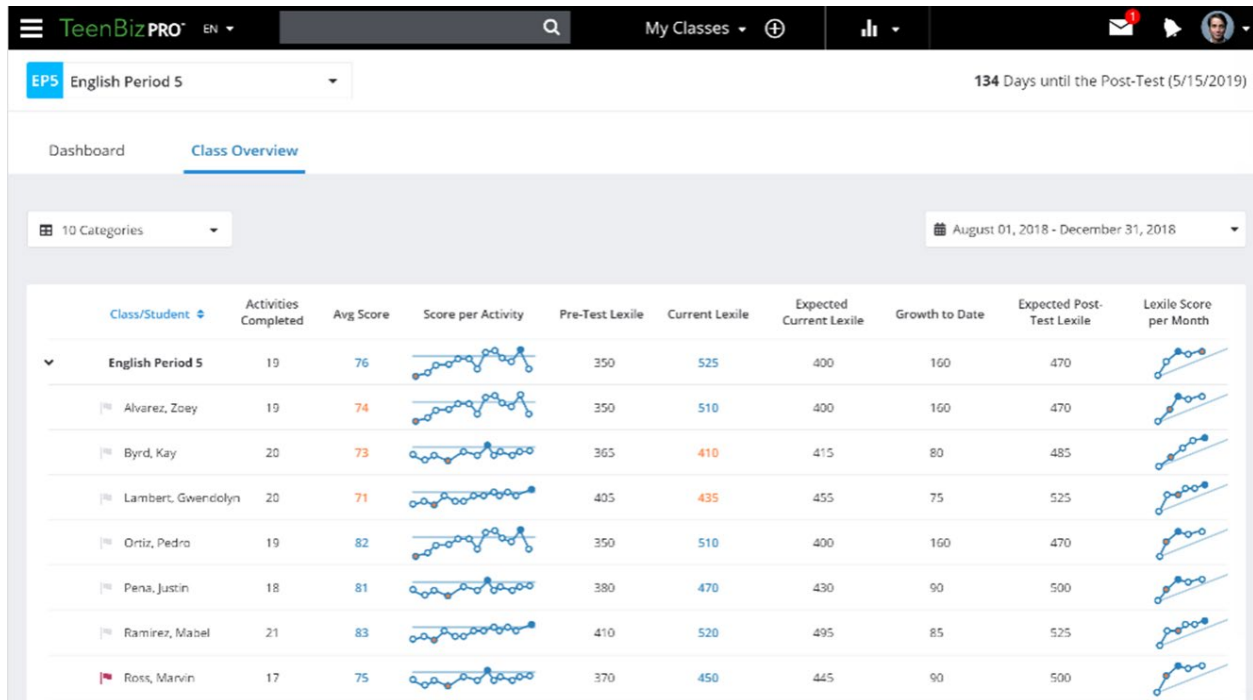
- Activity Score
- Activities per Week
- Activities Completed
- Pre-Test Lexile
- Current Lexile
- Initial Expected Post-Test Lexile
- Actual Lexile Growth



In the Class Overview, teachers can see and sort detailed information for individual students by class, which can support flexible groupings for targeted instruction. Simple visual cues help teachers recognize at-a-glance which students may need additional support. Class Overview metrics include:

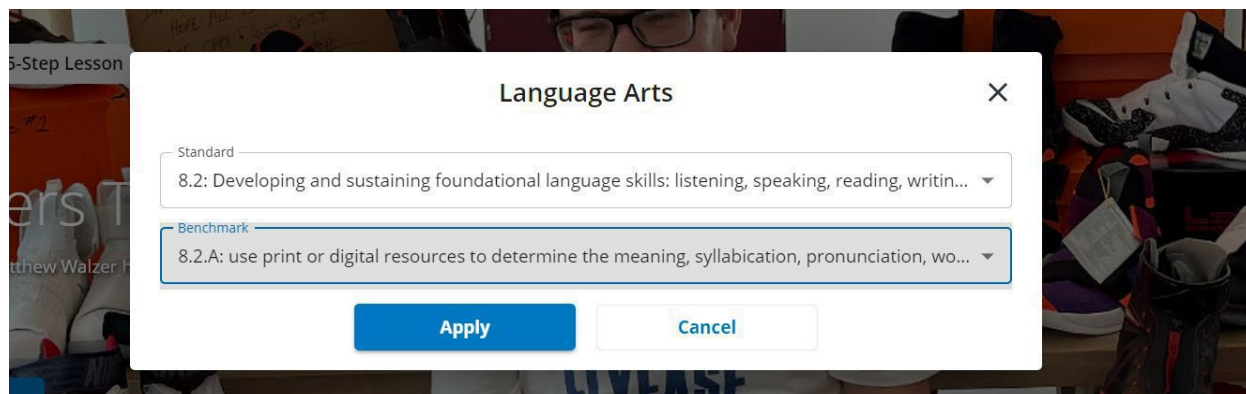
- Activities Completed
- Average Score
- Score per Activity
- Pre-Test Lexile
- Current Lexile

- Expected Current Lexile
- Growth to Date
- Expected Post-Test Lexile
- Lexile Score per Month



In addition to the data center, Achieve3000 Literacy includes usage reports that show historical activity for each student. These reports help teachers monitor program usage by students before and after school, by parents/guardians, and can help teachers monitor changes in program usage. All reports can be exported in Excel format.

Additionally, every lesson in Achieve3000 Literacy supports the teaching and learning of the Virginia SOLs. These alignments can be found at the lesson level to allow for searching for lessons based on standards and at the item level, which allows for the reporting on mastery of specific Virginia SOLs.



The **Standards Report** allows educators to review student mastery of state standards based on ongoing progress-monitoring data from activity items. Students are grouped by performance (mastered, additional practice recommended, aggressive intervention recommended) on standards and sub-objectives, allowing teachers to target a specific standard or skill for small-group instruction and assign interventions to address those areas directly from the report.

How are my students performing on standards?

DATA UPDATED EVERY DAY

How it helps:

- Review students' mastery of your state standards based on item responses
- See each student's instructional recommendation
- Directly assign lessons for additional practice on specific standards

Students are grouped by their level of performance on each standard, informing optimal groups for teacher-led small-group instruction.

Directly assign lessons with additional practice opportunities for each standard.

Send lessons directly to a student's Achieve3000 mailbox with one click.

Recommended assignments offer additional practice opportunities with the selected standard. Lists are personalized based on lessons students have not yet completed.

Other report examples included in Achieve3000 Literacy include:

- How are my students spending their time?** This usage report identifies components of the program that users are utilizing. In addition to accessing this report in the Teacher Edition, it is also sent to teachers every Sunday via email, providing the previous week's class information. Teachers can use the information in this report to guide instruction the next time students are in the 5-Step Literacy Routine.

- **How are my students progressing towards Achieve3000 40-activity usage goal?** This usage report is used to identify students who have reached the 40-activity goal which is recommended for significant academic progress. Students who complete a minimum of 40 activities in a semester (80 activities per school year) make double and sometimes triple the expected gains. Teachers can also see how many activities students are completing on average weekly and easily monitor the average first-try activity score by student.
- **Which of my students are using the program?** The *Which of my students are using the program?* Report shows how frequently each user is using the program.

In addition to built-in reporting options, Achieve3000 also provides partner districts with valuable reports related to the fidelity of the implementation and designed to provide relevant and timely information. Custom reports highly visual, allowing readers to quickly identify areas for celebration or opportunities for improvement.

Actively Learn

The Actively Learn solution provides a robust reporting suite to instructors with various parameters that can be adjusted according to the data the teacher wants to view.

The Actively Learn data dashboard provides teachers with key insights such as student usage, progress on assignments, and proficiency. When a teacher clicks on their class from the main dashboard, they are met with several categories of data represented in a visual, user-friendly way. Data is available at the student and class level.

For each assignment you give your students in Actively Learn, information on their progress is generated when you grade assignments, and students interact with the text. Reviewing student work on a daily basis can provide insights and help you direct your focus to areas students need the most support. The various data reports across Actively Learn at the Assignment, Class, and Student levels provide real-time metrics on how their students are engaging with texts.

[DEMO] 11th Grade - 1

Overview Assignments Writing Research IR

Huang, Dan

GRADE 86

This student's grade indicates they have good proficiency.

- Keep trying! Follow our recommendations to improve your grade.

READING PACE

This student has not read any assignments you've added recently, check back as the student completes them.

WORDS WRITTEN

This student is writing a similar number of words compared to students in the top 25% of the class.

- Continue getting better at your writing.
- Provide textual evidence for your response.
- Push yourself to write in your own words.

WORDS LOOKED UP

NOTES CREATED

CLASS SETTINGS

- Reading settings
- Grading settings
- Co-teaching
- Import assignments
- Small group settings
- See more

STUDENT DATA ACTIONS

Print

The assignment tab shows students' grades and progress for each assignment. The first column shows the grade earned so far, and the second column shows how far along the student is in the assignment. Educators can click on any title to be taken to the text.

[DEMO] 11th Grade - 1

Overview Assignments Writing Research IR

Huang, Dan

Assignment	Grade (points earned so far)	Question Progress (# unanswered)
11-Year-Old "Hero" Speaks Up for Endangered Gorillas	5/10 (50%)	67% (1)
Famous Food Origins		27% (8)
Instagram Shifts Toward Shopping—Here's How That Can Be Harmful	10/10 (100%)	33% (4)
Why Does Grammar Matter?	15/15 (100%)	100%
Total Grade	30/35 (86%)	

CLASS SETTINGS

- Reading settings
- Grading settings
- Co-teaching
- Import assignments
- Small group settings
- See more

STUDENT DATA ACTIONS

Export data

Within the text, Assignment data includes:

- How much time students have spent reading the assignment
- How many notes they have taken in the text
- How the class is doing on each question
- Where & what students are discussing in the text (based off replies to shared notes) in the discussion panel
- What words students are defining in the text

- What words students are translating in the text
- How many times students are using the text to speech in the text
-

< T T B Q The Way We Tell Stories Is Evolving Along With Our... GRADE EDIT

THE CONVERSATION Text by Kate Pullinger Licensed under (CC) BY-NC

Phones are all around us. When we look up from our own, we see that everyone else is looking down at theirs. Our phones are with us wherever we go, in our pockets, our bags, in our hands. A recent PEW research report outlines the ways that phones have become ubiquitous; for a growing number of people, in particular those aged 18-29, the smartphone provides their primary access to the

1 As well as using our phones more, we are also accessing multiple forms of content on these devices. We make and watch videos, we take and share photos. We chatter. We play games. We watch movies and TV. We listen. And we read. We read texts and messages, we read social media feeds, we read journalism, we read gossip, we read commentary. A lot of the time we spend staring at our phones we are

2 And yet most of us don't consider our phones to be our primary reading device, despite evidence to the contrary; when asked "what are you reading?" (does anyone ask this question

Assignment Data

Name	Time	Notes	Vocab	Translate	TTS	Q1	Q2	Q3	Q4
CLASS AVERAGE	1m	-	1	-	-				
1, S	4m	-	-	-	-				
Allen, S	0m	-	-	-	-				
Austin, K	0m	-	-	-	-				
Ball, S	4m	-	-	-	-				
Bowman, A	0m	-	-	-	-				
Collins, B	0m	-	-	-	-				
Cruz, P	0m	-	-	-	-				
Goyal, J	8m	-	12	3	-				
Griffin, R	0m	-	-	-	-				
Guerrero, G	1m	-	-	-	-				
Hamilton, K	0m	-	-	-	-				
Hanson, J	0m	-	-	-	-				
Hare, M	0m	-	-	-	-				
Jennings, M	0m	-	-	-	-				
Medina, D	0m	-	-	-	-				
Rabbitt, M	0m	-	-	-	-				
Sharar, R	0m	-	-	-	-				
Student, I	0m	-	-	-	-				

SHORT ANSWERS	Zero	Incomplete	Basic	Proficient	Advanced
#2 0 ungraded			4	9	1
#3 0 ungraded			1	4	9

For each assignment, you can also see information about how your students are engaging with texts.

The writing tab will show the notes and discussion created by a student. Educators can view the text that the student highlighted, their note, the theme of the note, and the title of the text.

[DEMO] 11th Grade - 1

Overview Assignments **Writing** Research IR

Huang, Dan

mental health, INSTAGRAM SHIFTS TOWARD SHOPPING—HERE'S HOW THAT CAN BE HARMFUL

NOTE: I think this is a main idea in the text

precedence INSTAGRAM SHIFTS TOWARD SHOPPING—HERE'S HOW THAT CAN BE HARMFUL

NOTE: I'd like to learn more about this

CLASS SETTINGS

- Reading settings
- Grading settings
- Co-teaching
- Import assignments
- Small group settings
- See more

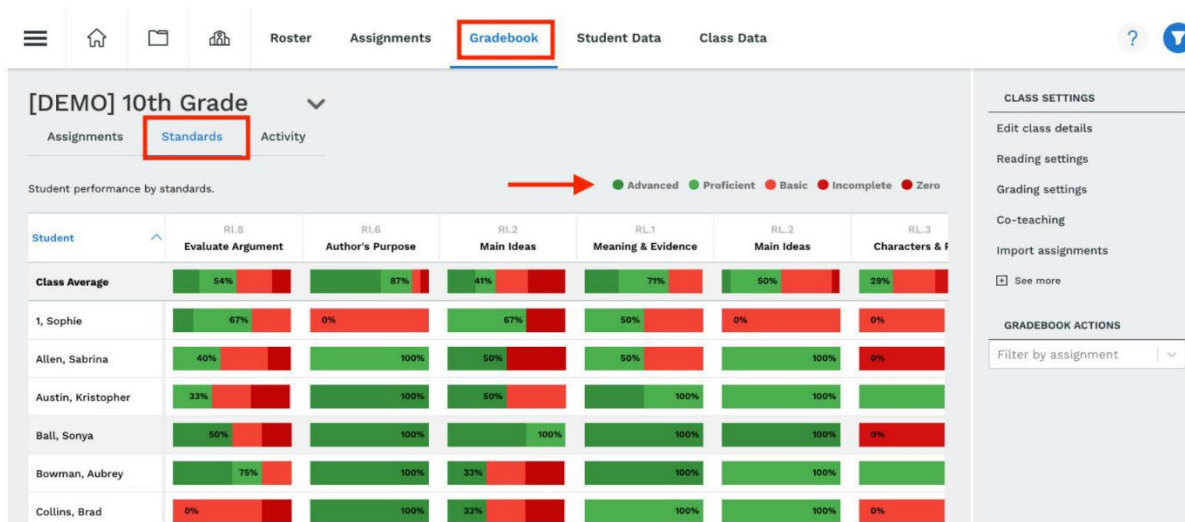
STUDENT DATA ACTIONS

- Print
- All content types
- All writing
- Writing over 5 words

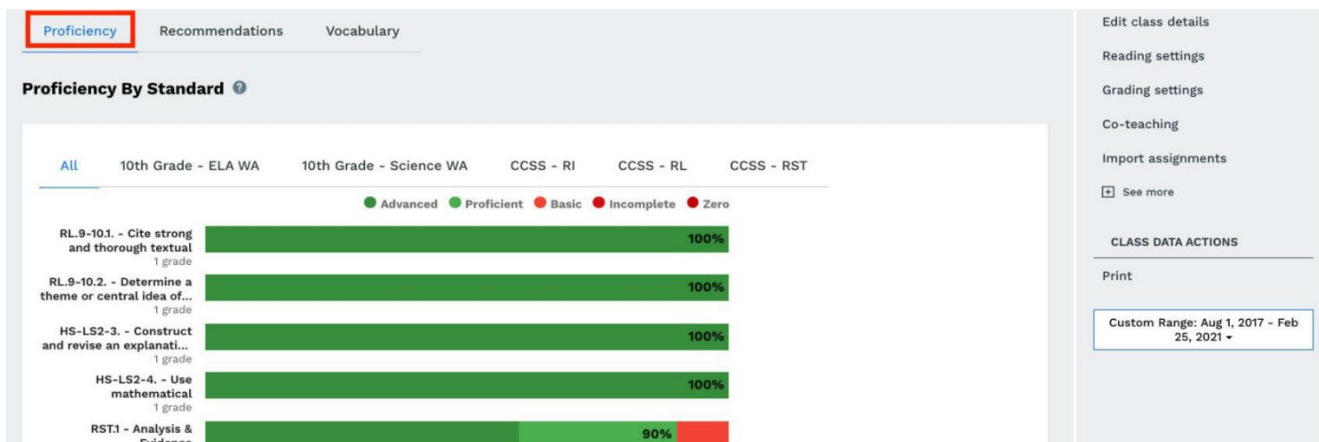
The Class data standards tab will show:

- Proficiency by Standard (skill)

- Proficiency by DoK Level
- Proficiency by Content (subject area)



For Standard & Content reports the list is sorted by level of proficiency. Note that to the right of the bar, you'll see an arrow indicating a trend if students have been doing better or worse in the last month.



Additionally, Administrator reports will give a good view of what text teachers are teaching, questions being asked, and feedback they are giving students. Administrators also have the ability to give users access to manager features, such as schools standards, district library, permissions, and view coaching reports.

Tab 8: Training and Professional Development


Achieve3000 offers wide variety of training options including onsite, live online, and on-demand online. We will work with you to customize a professional development plan that meets your goals and will support a successful implementation.


Maximizing Program Impact


Hands-on onsite sessions


Live online experiences

Elevating Teacher Effectiveness


Free monthly webinars


24/7 on-demand instructional support and educational resources

Our blended service model helps **increase rigor** and extend the **reach** and **impact** of your implementation.

Through our broad range of service offerings, we are committed to providing support and learning experiences that ensure success with Achieve3000 solutions and elevate instructional practice. Minimum recommendations for initial training include a getting started session with a focus on instructional opportunities available with Achieve3000 solutions. Follow-up sessions for deeper product knowledge, data analysis support, and instructional best practices are also available.



Implementation Planning

Identify and prioritize school and district priorities and build a plan to match your instructional goals.

Getting Started

Launch support for all stakeholders: parents, admins, teachers, para-professionals, school board, etc.

Professional Learning

Elevate job-embedded learning through observation, coaching and research. Customized professional learning.

Analyzing Data

Guidance and support evaluating metrics and data and making instructional decisions based on the data.

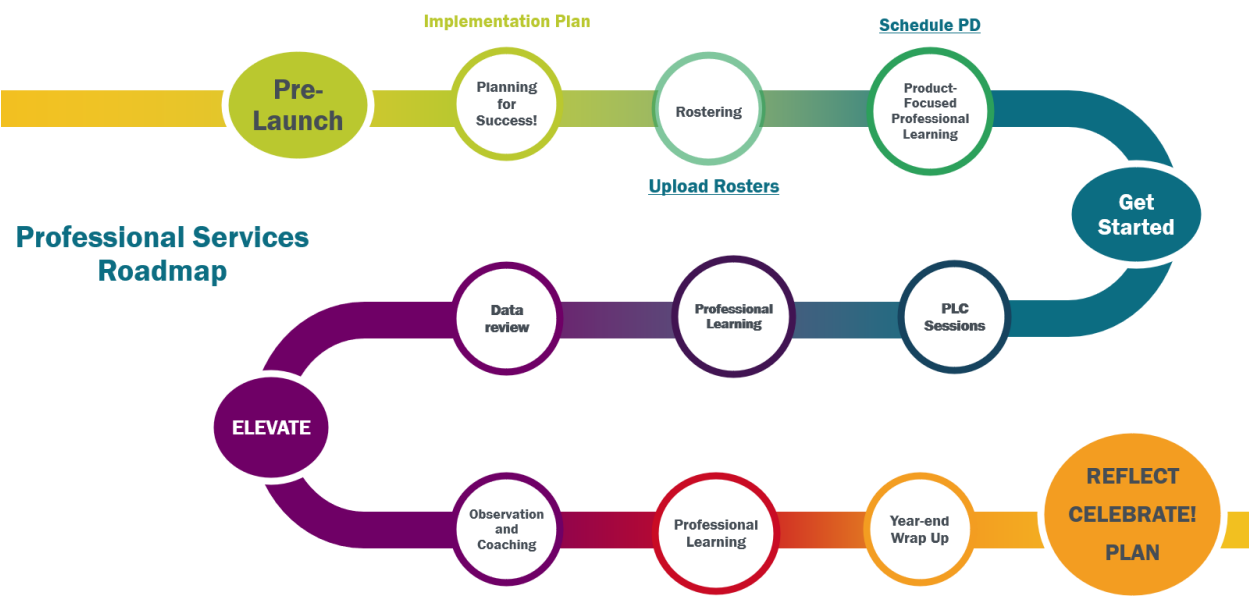
Reflect-Reset-Plan

Leveraging data to evaluating and monitor data and instructional quality

All sessions are outcomes-based in nature with clear recommendations for what to do in the classrooms, not only how to teach, but how to facilitate to ensure more student-directed learning. Within sessions, participants have the chance to work in both small and large groups, actively engage with the content of the session, and provide feedback on the session. Our facilitators are available for questions, discussions, and updates.

Before implementation kick off, Achieve3000 will support the district in planning for success. Throughout the year, micro-learning sessions will provide information and professional growth. It is important to note that the Achieve3000 support model is not a “one-size fits all” approach but is a partnership to help you identify and meet your goals. The image below provides a general sense of the Professional Services roadmap, which will be customized for the district’s needs.

Our curriculum and implementation experts will work with you to assess your professional learning needs and craft experiences specific to your goals that engages all stakeholders, including principals, coaches, teachers, and parents.



Tab 9: Pricing

Attachments G&H are included in this tab along with our Price List. ***Custom Quote will be provided and volume discounts may apply.*** Upon contract award we will provide all services outlines in our RFP submission.

Attachment G

Pricing Scenario

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

Name of Offeror: <u>Achieve3000, Inc.</u> Grades Submitting for: <u>K-12</u>	Name Of Program: <u>Smarty Ants, Achieve3000 Literacy, Actively Learn</u>	
Scenario		
Provide pricing for an annual subscription for district licenses as listed below:	Price	Methodology on how price was calculated
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	\$	*FOR ALL SECTIONS IN Attachment G, See attached Cost Proposal. Custom quotes will be provided, volume discounts may apply.
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	\$	
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714		
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	\$	
Grand Total	\$	
Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for	\$	

Attachment H

Pricing Options

Provide pricing as it relates to the proposed solution	Price
Price per Student *FOR ALL SECTIONS IN Attachement H, See Cost Proposal. Custom quotes will be provided, volume discounts may apply.	\$
Price per Teacher	\$
Price per Classroom	\$
Price per Site	\$
Price for District License PreK-5	\$
Price for District License PreK-8	\$
Price for District License PreK-12	\$
Price for District License 6-8	\$
Price for District License 6-12	\$
Price for District License 9-12	\$
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 ±)	\$
1 day of Professional Development - price per teacher	\$
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	\$

Achieve3000®

The prices below represent annual costs and are subject to annual price increases. Savings are available for multi-year commitments and volume purchases. Following contract award, we will work with you to identify the best pricing options and deliver a custom quote to meet your needs.

Achieve3000 Literacy™

Achieve3000 Literacy is designed to build literacy skills across the content areas in grades 2-12. In these solutions, students work through language arts, science, and social studies lessons to develop close-reading techniques and reading strategies.

Site Enrollment	Achieve3000 Literacy (per student) ¹	Recommended Professional Development ²
Up to 125	\$42	1 Onsite
126-250	\$38	2 Onsite
251-500	\$34	2 Onsite
501-1000	\$30	3 Onsite
Over 1000	\$26	4 Onsite

¹Per student cost includes LevelSet, the universal screener available in English or Spanish that determines students' Lexile/reading ability. Includes up to 3 administrations annually.

²Recommended Professional Development is not included in the license cost, and must be purchased separately. *If needed, onsite days can be converted to virtual professional development sessions.*

Achieve3000 Literacy with Boost allows for targeted and intensive intervention to accelerate the literacy gains of students who need additional supports and services, provides differentiated instruction and accelerated learning for the unique needs of your ELL students and supports native Spanish Language and dual literacy with a suite of classroom-tested scaffolds for students and point-of-use instructional supports for teachers.

Site Enrollment	Achieve3000 Literacy with Boost (per student) ¹	Recommended Professional Development ²
Up to 125	\$48	1 Onsite
126-250	\$43	2 Onsite

251-500	\$38	2 Onsite
501-1000	\$33	3 Onsite
Over 1000	\$28	4 Onsite

¹Per student cost includes LevelSet, the universal screener available in English or Spanish that determines students' Lexile/reading ability. Includes up to 3 administrations annually.

²Recommended Professional Development is not included in the license cost, and must be purchased separately. *If needed, onsite days can be converted to virtual professional development sessions.*

Actively Learn[™]

Actively Learn powers engaging, equitable learning in ELA, Science, and Social Studies.

Product	Cost Per Student	Description
Actively Learn ELA	\$12	Actively Learn ELA brings interaction and deep engagement to students' understanding of classic literature, contemporary fiction, and high-interest nonfiction. Hundreds of stories, poems, and textbook sections combine with interactive videos, news articles, and powerful imagery to bring English Language Arts and literacy to life.
Actively Learn ELA with copyrighted texts	\$20	Along with all Actively Learn ELA content, teachers and students can access an additional 90,000 copyright books from publishers including, but not limited to, Penguin Random House, HarperCollins, Simon and Schuster, and HMH.
Actively Learn Science	\$9	Actively Learn Science brings interaction and engagement to students' understanding of the natural world. Simulations, videos, high-interest articles, and textbook sections cover all core topics in 3rd to 12th grade integrated science, chemistry, biology and physics.
Actively Learn Social Studies add-on	\$9	Actively Learn Social Studies brings interaction and deep engagement to students' understanding of history and civics. Hundreds of textbook sections and primary sources combine with interactive videos, news articles, and powerful imagery to bring social studies to life for your students.

*Onsite and/or online professional development is required and will be determined based on student enrollment number.

Smarty Ants®

Smarty Ants is a research-driven solution for foundational literacy instruction that puts your young learners on the path to college and career literacy.

Product	Cost Per Site	Description
Smarty Ants	\$2,100	Includes unlimited licenses for students in PreK- 2. Onsite and/or online professional development is required and will be determined based on student enrollment number.

Additional Costs

Site Set Up Fee	Annual fee per school for deployment and ongoing support, including rostering, integrations, and customer support.	\$290/site
Professional Development - Onsite	One-Day Onsite session for up to 25 participants	\$2,695
Professional Development - Online	90-minute virtual session for up to 25 participants	\$895

Tab 10: References

Achieve3000 has delivered some of the largest supplemental literacy initiatives in the country; helping students and educators reach their academic, personal, and professional goals. References who are similar in size and could attest to our professional experience and successful resources include, but are not limited to:

Virginia Beach City Public Schools

Address: 2512 George Mason Dr., P.O Box 6038, Virginia Beach, VA 23456

Contact: Dr. Nicole Devries, Director of K-12 and Gifted Programs

Phone: 757.263.1070

E-mail: nicole.devries@vbschools.com

Chesterfield Public Schools

Address: 13900 Hull Street Road, Midlothian, VA 23112

Contact: Dr. Terri L. Perkins, Director of Curriculum Development and Support

Phone: 804.639.8917

E-mail: terri_perkins@ccpsnet.net

Newport News Public Schools

Address: 12465 Warwick Blvd, Newport News, VA 23606

Contact: Varinda Robinson, Federal Programs Administrator

Phone: (757) 283-7788

Email: varinda.robinson@nn.k12.va.us

Tab 11: Exceptions

Achieve3000 takes no exceptions to the terms and conditions of this RFP.

Tab 12: Assumptions

As previously stated, Achieve3000 has been acquired and are working together with McGraw-Hill Education to build a larger platform with more resources to accommodate all learners and success for all. For Henrico County Public Schools RFP for English Language Arts, McGraw Hill and Achieve3000 are submitting independently. However, we felt it important to note that your district has the option to look at both programs through a holistic lens. In the event of advancement for one or both submissions, our Sales Representatives will be happy to discuss your options in more detail.

Tab 13: Appendices

Appendix A: Sample Implementation Timeline



Sample Implementation Plan

The following implementation plan serves as a sample plan to what Albuquerque Public Schools can expect as a timeline for the school year. This plan will be customized, and includes centralized professional learning sessions delivered synchronously online or in person.

Session	Participants	Length of session	Targeted dates	Description/Outcomes	# of Sessions /teacher
Implementation Planning	District leaders	Ongoing	Fall 2021	Design the implementation and roll out for 2021-2022 and beyond. Identify expectations, district goals and measurement for success. Identify implementation milestones. Implementation Planning will initiate at the district level but will also include building level implementation plans.	n/a
Back to School Success! Getting Started and Launch with Success	Teachers, literacy specialists, Interventionists	1.5 hours (With expectation of 30 teachers per session)	Fall 2021	Launch the program with new teachers. Share District expectations and plans for measuring success. Provide hands-on time with software and opportunities to prepare for successful back-to-school implementation (Success from day 1!)	1

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Data Import and Rostering	Achieve 3000 and District Staff	1 hour (With expectation of 30 teachers per session)	Fall 2021	Review data requirements and student information system and establish rostering methods	n/a
LevelSet Math Assessment and Launch	Teachers, District leaders	1.5 hour (With expectation of 30 teachers per session)	Fall 2021	Following administration of initial quantile evaluation in classrooms, Achieve3000 will support teachers with class level review of results, assist with scheduling, monitoring data, and setting up expectations for teachers and students.	1
Rtl with Achieve3000 Math	Teachers, District Leaders, Interventionists	1.5 hour (With expectation of 30 teachers per session)	Fall 2021	Establish classroom routines around instruction with Achieve3000 Math Review teacher behaviors and scaffold students to quantile success.	1
Using Data to Drive Classroom Improvement	Teachers, Interventionists	1.5 hour (With expectation of 30 teachers per session)	Winter 2021	Achieve 3000 will collaborate with teachers/interventionists to review data and the progress of the implementation on an on-going basis. This session will focus on usage and performance data and instructional practices. Teachers will	1

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				be armed with concrete next steps and strategies to support their students move toward success.	
Quarterly Professional Learning Communities	Teachers	.5 hours (With expectation of 30 teachers per session)	Quarterly	With a focus on intervention strategies, Achieve3000 will introduce, model, and provide for guided exploration of best practice strategies.	4
				Total # of Professional Learning Sessions <u>per teacher:</u>	8