



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

DATE:	October 17, 2024
CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i>	Digital Creation Programs for PK-12
CONTRACT NUMBER:	2625A
COMMODITY CODE:	204.47
CONTRACT PERIOD:	October 9, 2024 through October 8, 2025
RENEWAL OPTIONS:	4 optional 1 yr. renewals
USER DEPARTMENT:	Schools
Contact Name:	Kennedy Venaglia
Phone Number:	804-652-3640
Email Address:	kwvenaglia@henrico.k12.va.us
HENRICO COOPERATIVE TERMS INCLUDED:	yes
SUPPLIER: Name:	Nearpod, LLC
Address:	2911 Peach St.
City, State:	Wisconsin Rapids, WI 54494
Contact Name:	Felicia Wolfe
Phone Number:	(757) 508 - 9631
Email address:	Felicia.wolfe@nearpod.com
ORACLE SUPPLIER NUMBER:	775488
BUSINESS CATEGORY:	Non-SWaM
PAYMENT TERMS:	Net 45
DELIVERY:	As needed and requested
FOB:	Destination
BUYER: Name:	Amy Anthes
Title:	Procurement Analyst III
Phone:	804-501-5686
Email:	Ant041@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.



COMMONWEALTH OF VIRGINIA

County of Henrico

**Non-Professional Services Contract
Contract No. 2625A**

This Non-Professional Contract (this “Contract”) entered into this 2nd day of October 2024, by Nearpod, LLC (the “Contractor”) and the County School Board of Henrico County, Virginia (the “HCPS”).

WHEREAS HCPS has awarded the Contractor this Contract pursuant to Request for Proposals 24-2625-1ARA as modified by Addendum 1, April 8, 2024 and Addendum 2, April 9, 2024 (the “Request for Proposals”), for Digital Creation Programs for PK-12 for Henrico County Public Schools.

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

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

COMPENSATION: The compensation HCPS will pay to the Contractor under this Contract shall be according to the Best and Final Offer (BAFO), Exhibit D.

CONTRACT TERM: The Contract term shall be for a period of 1 year beginning August 1, 2024 and ending July 31, 2025. HCPS may renew the Contract for up to four optional 1-year terms giving 30 days’ written notice before the end of the term unless Contractor has given HCPS written notice that it does not wish to renew at least 90 days before the end of the term.

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

1. This Non-Professional Services Contract between HCPS and Contractor.
2. License Agreement Addendum (Exhibit A)
3. The Negotiated Modifications (Exhibit B)
4. The Virginia School Data Privacy Addendum (Exhibit C)
5. Contractor’s Best and Final Offer dated July 10, 2024 (Exhibit D).
6. Contractor’s Original Proposal dated April 19, 2024 (Exhibit E)
7. The Scope of Services included in the Request for Proposals.

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

Nearpod, LLC

2911 Peach St.
Wisconsin Rapids, WI 54494



Signature

Ted Wolf, SVP Global Controller

Printed Name and Title

10/2/2024

Date

County School Board of Henrico County,
Virginia

P.O. Box 23120
Henrico, VA 23223



Signature

Digitally signed by: Oscar Knott
DN: CN = Oscar Knott email = kno008@henrico.us C =
US O = County of Henrico, Virginia OU = Department of
Finance - Purchasing Division
Date: 2024.10.09 11:23:34 -0400

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

10/9/2024

Date

APPROVED AS TO FORM


COUNTY ATTORNEY

10/8/2024

EXHIBIT A

LICENSE AGREEMENT ADDENDUM

The County School Board of Henrico County, Virginia (“**County**”) and Nearpod, LLC., a Virginia corporation, (“**Licensor**”), are entering into Contract 2625A for Digital Creation Programs for PK-12 for Henrico County Public Schools (“**Agreement**”). Licensor has requested that its Terms of Service and License (“**Contract**”) be incorporated by reference into the Agreement. This License Agreement Addendum (“**LAA**”) (i) is attached to the Agreement and incorporated therein by reference, governing the use of all software licensed by the County thereunder (“**Software**”), and (ii) modifies and supersedes the Contract to the extent the Contract and the LAA are in conflict.

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

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

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

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

Nearpod, LLC



Signature

Ted Wolf, SVP Global Controller

Printed Name and Title

10/2/2024

Date

County School Board of Henrico County,
Virginia



Digitally signed by: Oscar Knott
DN: CN = Oscar Knott email = kno008@henrico.us C =
US O = County of Henrico, Virginia OU = Department of
Finance - Purchasing Division
Date: 2024.10.09 13:17:38 -04'00'

Signature

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

Date

APPROVED AS TO FORM


Asst. COUNTY ATTORNEY

10/8/2024

COUNTY OF HENRICO GENERAL TERMS AND CONDITIONS

Nearpod, LLC respectfully requests to negotiate the following terms in any agreement resulting from an award under the RFP No. 24-2625-1ARA Digital Creation Programs for PK-12 for Henrico County Public Schools. Nearpod's requested edits to the term are indicated in red underlined or stricken text:

Nearpod's Terms and Conditions and Privacy Policy apply to all subscriptions purchased under this bid. In the event of a conflict between the terms of these General Conditions, and Nearpod's T&Cs (www.nearpod.com/terms-conditions) or Flocabulary's Terms of Use (www.flocabulary.com/terms-of-use), as applicable, these General Terms shall take precedence.

II. Scope of Services

D. Accessibility

Contractor will provide the applicable VPAT for the solution offered to the District, and additional information regarding its solution development roadmap related to WCAG 2.0.

V. General Contract Terms and Conditions:

B. Award of the Contract

1. The County reserves the right to reject any or all proposals and to waive any informalities.
2. The Successful Offeror must, within fifteen (15) calendar days after Contract documents are presented for signature, execute and deliver to the Purchasing office the Contract documents and any other forms or bonds required by the RFP.
3. The Contract resulting from this RFP is not assignable, except to the extent of an assignment to its parent company which shall not require prior written approval.
4. Notice of award or intent to award may also appear on the Purchasing Office website: <http://henrico.us/finance/divisions/purchasing/>.

F. Termination by County

3. Termination for Convenience

- a. The County may terminate the Contract, in whole or in part, whenever the Purchasing Director determines that such termination is in the County's best interest.
- b. The County must give the Successful Offeror ninety (90) days written notice of a termination for convenience. The notice must specify the extent to which the Contract is terminated and the effective termination date. The effective termination date shall be at least seven calendar days after the date the County issues the notice of termination for convenience.
- c. In the event the contract is terminated by the County for cause, an equitable adjustment in the Contract price shall be made for unpaid services satisfactorily rendered and goods satisfactorily delivered before the date the Successful Offeror receives the notice of termination for cause. The Successful Offeror shall not be entitled to payment for services rendered or goods delivered after the date the Successful Offeror receives the notice of termination for cause, and the Successful Offeror shall not be entitled to payment for any costs it incurs after the date it receives the notice of termination for cause.

Exhibit B

D. Successful Offeror provides a SaaS solution pursuant to an annual license and the license fee shall be prepaid and owing at the time of execution of the Agreement. To the extent the County terminates the Agreement for convenience, it shall not be entitled to any refund of pre-paid fees. Fees paid or owing are non-refundable and non-cancellable.

d. Unless the County's notice specifies otherwise, the Successful Offeror must stop work on the date it receives the notice of termination.

e. Unless the parties expressly agree otherwise, the County may transmit notices of termination for convenience by email, USPS First-Class Mail®, or courier or overnight delivery service. The Successful Offeror shall be deemed to be in receipt of any notice emailed on the day the County sends it. The Successful Offeror shall be deemed to be in receipt of any notice sent by USPS First-Class Mail® three business days after the date shown in the postmark. The Successful Offeror shall be deemed to be in receipt of any notice the County sends by courier or overnight delivery service on the date of delivery as confirmed by the courier or overnight delivery service.

M. Assignment of Contract

Except to the extent of an assignment to its parent company which shall not require prior written approval, a contract shall not be assignable by the Successful Offeror in whole or in part without the written consent of the County.

N. Indemnification

The Successful Offeror agrees to indemnify, defend, and hold harmless the County (including Henrico County Public Schools), and the County's officers, agents, and employees ("Indemnified Parties") from any third party damages, liabilities, and costs, including attorneys' fees, arising from any claims, demands, actions, or proceedings made or brought against one or more of the Indemnified Parties by any person, including any employee of the Successful Offeror, related to the negligent or intentional misconduct in the provision of any services by the Successful Offeror, except that such indemnification obligation shall not apply to the extent that such liability is attributable to the sole or contributory negligence of the County.

Insurance - Additional Requirements; page 28

Please note that Nearpod does not provide Professional Liability coverage, but we can offer E&O coverage. Nearpod will provide a Certificate of Insurance upon award, documenting the coverage we can agree to provide.

Contract Template

Please note to the extent HCPS requires Contractors to agree to any additional terms or conditions in Attachment G not included in the RFP, Nearpod reserves the right to negotiate such additional terms.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

This Virginia School Data Privacy Agreement (“DPA”) is entered into by and between the
County School Board of Henrico County, Virginia (hereinafter referred to as “Division”) and
Nearpod, LLC Nearpod LLC (hereinafter referred to as
 “Provider”) on
Type text here. 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.”

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.*

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; and

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

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

ARTICLE I: PURPOSE AND SCOPE

1. Purpose of DPA. The purpose of this DPA is to describe the duties and responsibilities to protect Division Data (as defined in Exhibit “C”) transmitted to Provider from the Division pursuant to Exhibit “A”, including compliance with all applicable state privacy statutes, including the FERPA, PPRA, COPPA, IDEA, 603 C.M.R. 23.00, 603 CMR 28.00, 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.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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:
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 this DPA shall prevail over terms used in all the other writings, including, but not limited to, a service agreement, privacy policies or any terms of service.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

related contract in compliance with the FERPA, PPRA, IDEA, Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities; student personal information; and § 22.1-287.02. Students' personally identifiable information, and all other applicable Virginia statutes.

2. **Parent Notification of Rights.** Division shall ensure that its annual notice under FERPA defines vendors, such as the Provider, as “School Officials” and what constitutes a legitimate educational interest. The Division will provide parents with a notice of the websites and online services under this agreement for which it has consented to student data collection to on behalf of the parent, as permitted under COPPA.
3. **Unauthorized Access Notification.** Division shall notify Provider promptly of any known or suspected unauthorized access. Division will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

authorizes provider to maintain Division data obtained under the service agreement beyond the time reasonably needed to complete the disposition. Provider shall provide written notification when the division data has been disposed. The duty to dispose of Division data shall not extend to data that has been de-identified or placed in a separate student account, pursuant to the terms of the agreement. The division may employ a request for return or deletion of Division data form, a copy of which is attached hereto as exhibit D. Upon receipt of a request from the division, the provider will immediately provide the division with any specified portion of the division data within ten (10) calendar days of the receipt of said request.

- a) **Partial Disposal During the Term of Service Agreement.** Throughout the term of the service agreement, Division may request partial disposal of Division data obtained under the service agreement that is no longer needed. Partial disposal of data shall be subject to Division's request to transfer data to a separate account, pursuant to Article II Section 3, above.
 - b) **Complete Disposal upon Termination of Service Agreement.** Upon termination of the service agreement Provider shall dispose or securely destroy all Division data obtained under the service agreement. Prior to the disposal of the data, Provider shall notify Division in writing of its option to transfer data to a separate account, pursuant to Article 2, Section 3, above. In new event shelters Provider dispose of data pursuant to this provision unless and until provider has received affirmative written confirmation from Division that data will not be transferred to a separate account.
6. **Advertising Prohibition.** Provider is prohibited from using or selling Division Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing or advertising efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to Client; or (d) use the Division Data for the development of commercial products or services, other than as necessary to provide the Service to the 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.

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) ,

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

NIST SP800-53 (IA control Family), and NIST 800-63-3 (Digital Identity), and NIST SP800-63B (Authenticator and Verifier Requirements) or equivalent industry best practices.

- b. Security Protocols.** Both parties agree to maintain security protocols that meet industry best practices in the collection, storage or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the DPA in a secure computer environment.
 - c. Provider Employee Training.** The Provider shall provide annual security training to those of its employees who operate or have access to the system.
 - d. Security Technology.** When the service is accessed using a supported web browser, FIPS 140-2 validated transmission encryption protocols, or equivalent technology shall be employed to protect data from unauthorized access. The service security measures shall follow National Institute of Standards and Technology (NIST) 800- 171, or equivalent industry best practices.
 - e. Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner. Upon Division's written request, Service Provider shall make the results of findings available to the Division. The Division shall treat such audit reports as Provider's Confidential Information under this Agreement.
 - f. Backups and Audit Trails, Data Authenticity and Integrity.** Provider will take reasonable measures, including all backups and audit trails, to protect Division Data against deterioration or degradation of data quality and authenticity. Provider shall be responsible for ensuring that Division Data is retrievable in a reasonable format.
 - g. Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Division Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.
- 2. Unauthorized Access or Data Breach.** In the event that Division Data are reasonably believed by the Provider or school division to have been disclosed (lost, accessed or obtained) in violation of the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) or other federal or state law applicable to such information accessed or obtained by an unauthorized individual, Provider shall follow the following process:
- a.** provide immediate notification to Division upon verification of the incident and allow the Division or its authorized representatives to fully participate in the investigation of the incident.
 - b.** notification will be provided to the contact(s) identified in ARTICLE VII, N: Notice, and sent via email and postal mail. Such notification shall include:
 - i.** date, estimated date, or date range of the loss or disclosure;
 - ii.** Division data that was or is reasonably believed to have been lost or disclosed;

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

- iii. remedial measures taken or planned in response to the loss or disclosure.
- c. immediately take action to prevent further access;
- d. take all legally required, reasonable, and customary measures in working with Division to remediate the breach, which may include toll free telephone support with informed customer services staff to address questions by affected parties and/or provide monitoring services if necessary given the nature and scope of the loss or disclosure;
- e. cooperate with Division efforts to communicate to affected parties;
- f. provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by Division. If Division requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by Division, Provider shall reimburse Division for costs incurred to notify parents/families of a breach not originating from Division's use of the Service;
- g. the Provider shall indemnify and hold harmless the Division from and against any loss, claim, cost (including attorneys' fees) or damage of any nature arising from or in connection with the breach by the Provider or any of its officers, directors, employees, agents or representatives of the obligations of the Provider's or its Authorized Representatives under this provision or under a Confidentiality Agreement, as the case may be.

ARTICLE VI: GENERAL OFFER OF PRIVACY TERMS

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

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 the 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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

agreement shall survive termination of this Agreement until all Division Data has been returned or Securely Destroyed.

- E. Priority of Agreements.** This DPA supersedes all end user and “click-thru” agreements. In the event there is conflict between the terms of the DPA and any other writing, such as service agreement or with any other bid/RFP, terms of service, privacy policy, license agreement, or writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of any other agreement shall remain in effect.
- F. Amendments:** This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties
- G. Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
- H. Governing Law; Venue and Jurisdiction.** This agreement will be governed by and construed in accordance with the laws of the state of Virginia, without regard to conflicts of law principles. Each party consents and submits to the sole and exclusive jurisdiction to the state and federal courts for the county of the initial subscribing division or the division specified in Exhibit “E” as applicable, for any dispute arising out of or relating to this agreement or the transactions contemplated hereby.
- I. Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Division Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Division Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Division Data and portion thereof stored, maintained or used in any way.
- J. Waiver.** No delay or omission of the Division to exercise any right hereunder shall be construed as a waiver of any such right and the Division reserves the right to exercise any such right from time to time, as often as may be deemed expedient.
- K. Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.
- L. Electronic Signature:** The parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, which is in compliance with Virginia and Federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their hand written signature. Whenever they execute an electronic signature, it

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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: Scott Johnson

Title: Director, Information Security

Address: 2911 Peach Street, Wisconsin Rapids, WI 54494

eMail: scott.johnson@renaissance.com

Phone: _____

The designated representative for the Division for this Agreement is:

Name: Brian Maddox

Title: Director of Technology

Address: 3820 Nine Mile Road, Henrico, VA 23223

Email: bemaddox@henrico.k12.va.us

Phone: 804-328-5220

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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 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: _____

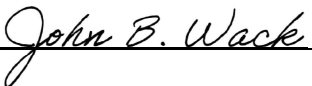
[Signature Page Follows]

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

Provider Signature: 

Date: 07 / 31 / 2024 Printed Name: Scott Johnson Title: Director Information Security

Division Signature: 

Date: 9/3/2024 Printed Name: John B. Wack Title: Chief Financial Officer

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT "A"

DESCRIPTION OF SERVICES

Nearpod and/or Flocabulary

The Parties agree the following changes and modifications to the Terms of the DPA shall control over the conflicting terms in the Articles set forth above:

1. Contractor will comply with the statutes cited in the WHEREAS clause to the extent applicable to the Contractor.
2. The last sentence of Article IV, paragraph (4) is deleted and replaced with the following sentence:
“Provider agrees not to attempt to re-identify de-identified Division Data and not to transfer de-identified Division Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the Division who has provided prior written consent for such transfer”.
3. The first two paragraphs of Article V, are deleted and replaced with the following provision:
“In the event that Division Data is confirmed by the Provider or school division to have been disclosed (lost, accessed or obtained) in violation of the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) or other federal or state law applicable to such information accessed or obtained by an unauthorized individual, Provider shall follow the following process:
 - a. provide prompt notification, and in any event within seven (7) business days to Division upon verification of the incident and allow the Division or its authorized representatives to fully participate in the investigation of the incident.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT “B”

SCHEDULE OF DATA: See below (Also available as a PDF at:
<https://renaissance.widen.net/view/pdf/dyg5r6yjs8/Categories-of-Data-Collected-by-Product.pdf?u=zceria>)

Renaissance

See Every Student.

Categories of Data Collected by Product

Table of Contents

Categories of Data collected by Assessment Products: 2

- DnA
- Fastbridge
- myIGDIs
- Renaissance Fundamentals
- SchoolCity
- StarPhonics
- Star Assessments
- Star Early Literacy

Categories of Data collected by Data & Connection Products: 7

- EduCLIMBER
- eSchoolData
- Renaissance Analytics
- Schoolzilla

Categories of Data collected by Practice & Instruction Products: 11

- Accelerated Reader
- Accelerated Math
- Flocabulary
- Freckle
- Lalilo
- myON
- Nearpod

Renaissance

See Every Student.

Categories of Data collected by Assessment Products:

Data Category	Data Elements	DnA	Fastbridge	myIGDIs	Renaissance Fundamentals	SchoolCity	StarPhonics	Star Assessment	Star Early Literacy
Application Technology Metadata	IP addresses of users; Use of cookies, etc.	Required	Required		Required	Required	Required	Required	Required
	Other application technology metadata	Required	Required	Required	Required	Required	Required	Required	Required
Application Use Statistics	Metadata on user interaction with application	Required	Required	Required	Required	Required	Required	Required	Required
Assessment	Standardized test scores	Optional				Optional		Optional	
	Observation data	Optional	Optional	Required		Optional	Optional	Optional (Star CBM-US Only)	
	Testing environment							Required (US) Optional (UK)	Required (US) Optional (UK)
	Voice Recordings							Optional (Star CBM-US Only)	
	Other assessment data	Optional				Optional		Optional (Star CBM-US Only)	
Attendance	Student school (daily) attendance data	Optional							
	Student class attendance data	Optional		Optional					

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

Renaissance
See Every Student.

Data Category	Data Elements	DnA	Fastbridge	myIGDIs	Renaissance Fundamentals	SchoolCity	StarPhonics	Star Assessment	Star Early Literacy
Communication	Online communications that are captured (emails, blog entries)	Optional							
	Conduct or behavioral data	Optional	Optional						
Demographics	Date of Birth	Required	Optional	Required	Required	Required	Optional	Optional	Required
	Place of Birth	Optional							
	Gender	Required	Optional	Required	Required	Optional	Optional	Optional	Optional
	Ethnicity or race	Optional	Optional	Optional	Optional	Optional	Optional	Optional	Optional
	Specialized education services (IEP or 504)	Optional	Optional	Optional	Optional	Optional	Optional	Optional	Optional
	Living situations (homeless/ foster care)	Optional			Optional	Optional	Optional	Optional	Optional
	Language information (native, preferred or primary language spoken by student)	Optional	Optional	Optional	Optional	Optional	Optional	Optional	Optional
	Other indicator information	Optional			Optional	Optional			
	Student school enrollment	Required	Required	Required	Required	Optional	Required	Required	Required

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

Renaissance

See Every Student.

Data Category	Data Elements	DnA	Fastbridge	myIGDIs	Renaissance Fundamentals	SchoolCity	StarPhonics	Star Assessment	Star Early Literacy
Enrollment	Student grade level	Required	Required	Optional	Required	Required	Required	Required	Required
	Homeroom	Optional		Required	Optional				
	Guidance counselor	Optional			Optional				
	Specific curriculum programs	Optional				Optional			
	Year of graduation	Optional							
	Other enrollment information	Optional			Optional	Optional			
Parent/ Guardian Information	Address	Optional							
	Email	Optional				Required (For Parent Portal)	Optional	Optional	Optional
	Phone	Optional							
	First and/or Last	Optional				Required (For Parent Portal)			
Schedule	Student scheduled courses	Required				Required	Required	Required	Required
	Teacher names	Required		Required	Required	Required	Required	Required	Required
	Teacher emails	Optional		Required	Required	Required	Required	Required	Required

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

Renaissance
See Every Student.

Data Category	Data Elements	DnA	Fastbridge	myIGDIs	Renaissance Fundamentals	SchoolCity	StarPhonics	Star Assessment	Star Early Literacy
Special Indicator	English language learner information	Optional	Optional	Optional	Optional	Optional	Optional	Optional	Optional
	Low income status- SES Free and Reduced	Optional	Optional	Optional	Optional	Optional	Optional	Optional	Optional
	Medical alerts/ health data	Optional							
	Student disability information	Optional	Optional	Optional	Optional	Optional	Optional	Optional	Optional
	Student technology needs: assistive technology & accommodation					Optional	Optional	Optional- US Only: Star Math; Star Reading; Star Reading K12	Optional
Student Contact Information	Address	Optional							
	Email	Optional				Required for SSO			
	Phone								
Student Identifiers	Local (School district) ID number	Required	Optional	Required	Required	Required	Required	Optional	Optional
	Student App username	Optional	Required			Required	Required	Required	Required

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

Renaissance

See Every Student.

Data Category	Data Elements	DnA	Fastbridge	myIGDIs	Renaissance Fundamentals	SchoolCity	StarPhonics	Star Assessment	Star Early Literacy
Student Identifiers	Student app passwords encrypted only for SSO	Optional	Required			Optional	Required	Required	Required
	First and/or Last	Required	Required	Required	Required	Required	Required	Required	Required
Student In App Performance	Assessment performance	Optional	Required	Required	Required	Required	Required	Required	Required
Student Survey Responses	Student responses to school administered surveys or questionnaires	Optional		Required		Optional			
Student Work	Student generated content: writing, pictures, etc.	Optional				Optional			
	Other student work data					Optional			
Transcript	Student course grades	Optional							
	Student course data	Optional				Required			
	Student course grades/performance scores	Optional							
	Other transcript data	Optional							
Transportation	Other transp. data								

Renaissance

See Every Student.

Categories of Data collected by Actionable Insights Products:

Data Category	Data Elements	EduCLIMBER	eSchoolData	Renaissance Analytics	Schoolzilla
Application Technology Metadata	IP addresses of users; Use of cookies, etc.	Required	Required	Required	Required
	Other application technology metadata	Required	Required	Required	Required
Application Use Statistics	Metadata on user interaction with application	Required	Required	Required	Required
Assessment	Standardized test scores	Optional	Optional		Optional
	Observation data	Optional	Optional		Optional
	Testing environment				
	Voice Recordings				
	Other assessment data	Optional	Optional		Optional
Attendance	Student school (daily) attendance data	Optional	Required		Optional
	Student class attendance data	Optional	Required		Optional
	Online communications that are captured (emails, blog entries)		Optional		
Demographics	Conduct or behavioral data	Optional	Required		Optional
	Date of Birth	Required	Required	Optional	Optional
	Place of Birth		Required		Optional

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

Renaissance

See Every Student.

Data Category	Data Elements	EduCLIMBER	eSchoolData	Renaissance Analytics	Schoolzilla
Demographics	Gender	Required	Required	Optional	Optional
	Ethnicity or race	Required	Required	Optional	Optional
	Specialized education services (IEP or 504)	Optional	Required	Optional	Optional
	Living situations (homeless/foster care)	Optional	Required	Optional	Optional
	Language information (native, preferred or primary language spoken by student)	Optional	Required	Optional	Optional
	Other indicator information	Optional	Optional		Optional
Enrollment	Student school enrollment	Required	Required	Required	Required
	Student grade level	Required	Required	Required	Required
	Homeroom	Required	Required		Optional
	Guidance counselor	Optional	Required		Optional
	Specific curriculum programs	Optional	Optional		Optional
	Year of graduation	Optional	Required		Optional
Parent/ Guardian Information	Other enrollment information		Required		Optional
	Address	Optional	Required		Optional
	Email	Optional	Required	Optional	Optional
	Phone	Optional	Required		Optional
	First and/or Last	Optional	Required		Optional

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

Renaissance See Every Student.

Data Category	Data Elements	EduCLIMBER	eSchoolData	Renaissance Analytics	Schoolzilla
Schedule	Student scheduled courses	Required	Required	Required	Optional
	Teacher names	Required	Required	Required	Optional
	Teacher emails	Optional	Required	Required	Optional
Special Indicator	English language learner information	Optional		Optional	Optional
	Low income status- SES Free and Reduced	Optional	Required	Optional	Optional
	Medical alerts/ health data		Optional		
	Student disability information	Optional	Required	Optional	Optional
	Student technology needs: assistive technology & accommodations				
Student Contact Information	Address	Optional	Required		Optional
	Email	Optional	Optional		Optional
	Phone	Optional	Optional		Optional
Student Identifiers	Local (School district) ID number	Required	Required	Optional	Required
	Student App username	Required	Required		Optional
	Student app passwords encrypted only for SSO	Required	Required	Required	
	First and/or Last	Required	Required	Required	Required

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

Renaissance See Every Student.

Data Category	Data Elements	EduCLIMBER	eSchoolData	Renaissance Analytics	Schoolzilla
Student In App Performance	Assessment performance	Optional	Optional		
Student Survey Responses	Student responses to school administered surveys or questionnaires	Optional			
Student Work	Student generated content: writing, pictures, etc.	Optional	Optional		
	Other student work data	Optional	Optional		
Transcript	Student course grades	Optional	Required		Optional
	Student course data	Required	Required		Optional
	Student course grades/performance scores	Optional	Required		Optional
	Other transcript data				Optional
Transportation	Other transportation data	Optional	Optional		

Renaissance

See Every Student.

Categories of Data collected by Practice & Instruction Products:

Data Category	Data Elements	Accelerated Reader	Accelerated Math	Flocabulary	Freckle	Lalilo	myON	Nearpod
Application Technology Metadata	IP addresses of users; Use of cookies, etc.	Required	Required	Required	Required	Required	Required	Required
	Other application technology metadata	Required	Required	Optional	Required	Required	Required	Optional
Application Use Statistics	Metadata on user interaction with application	Required	Required	Optional	Required	Required	Required	Optional
Assessment	Standardized test scores				Optional			
	Observation data							
	Testing environment							
	Voice Recordings					Optional	Optional	Optional
	Other assessment data				Optional		Optional	
Attendance	Student school (daily) attendance data							
	Student class attendance data							
Communication	Online communications that are captured (emails, blog entries)						Optional	

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

Renaissance
See Every Student.

Data Category	Data Elements	Accelerated Reader	Accelerated Math	Flocabulary	Freckle	Lalilo	myON	Nearpod
Demographics	Conduct or behavioral data							
	Date of Birth	Optional (US) Required (UK)	Optional					
	Place of Birth							
	Gender	Optional	Optional					
	Ethnicity or race	Optional	Optional					
	Specialized education services (IEP or 504)	Optional	Optional					
	Living situations (homeless/foster care)	Optional	Optional					
	Language information (native, preferred or primary language spoken by student)	Optional	Optional		Required	Optional		
	Other indicator information							
	Student school enrollment	Required	Required	Required	Required	Required	Required	Optional
Enrollment	Student grade level	Required	Required	Required	Required	Required	Required	
	Homeroom					Required		
	Guidance counselor							

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

Renaissance
See Every Student.

Data Category	Data Elements	Accelerated Reader	Accelerated Math	Flocabulary	Freckle	Lalilo	myON	Nearpod
Enrollment	Specific curriculum programs							
	Year of graduation							
	Other enrollment information							
	Address							
Parent/ Guardian Information	Email	Optional	Optional			Optional		
	Phone							
	First and/or Last	Optional						
Schedule	Student scheduled courses	Required	Required			Required		
	Teacher names	Required	Required	Required	Required	Required	Required	Required
	Teacher emails	Required	Required	Required	Required	Required	Required	Required
Special Indicator	English language learner information	Optional	Optional					
	Low income status-SES Free and Reduced	Optional	Optional					
	Medical alerts/health data							
	Student disability information	Optional	Optional					
	Student technology needs: assistive technology & accommodations							

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

Renaissance
See Every Student.

Data Category	Data Elements	Accelerated Reader	Accelerated Math	Flocabulary	Freckle	Lalilo	myON	Nearpod
Student Contact Information	Address							
	Email			Optional				Optional
	Phone							
Student Identifiers	Local (School district) ID number	Optional	Optional		Optional	Optional	Required	Optional
	Student App username	Required	Required	Required		Required	Required	Optional
	Student app passwords encrypted only for SSO	Required	Required			Required	Required	
	First and/or Last	Required	Required	Required	Required	Required	Required	Optional
Student In App Performance	Assessment performance	Required	Required		Required	Required	Required	
Student Survey Responses	Student responses to school administered surveys or questionnaires	Required	Required		Required		Optional	
	Student generated content: writing, pictures, etc.			Optional	Optional		Optional	Optional
Student Work	Other student work data							

Renaissance
See Every Student.

Data Category	Data Elements	Accelerated Reader	Accelerated Math	Flocabulary	Freckle	Lalilo	myON	Nearpod
Transcript	Student course grades							
	Student course data							
	Student course grades/ performance scores							
	Other transcript data							
Transportation	Other transportation data							

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT “C”

DEFINITIONS

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

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

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

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

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

PII includes, without limitation, at least the following:

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

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

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

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

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

Securely Destroy: Securely Destroy 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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

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

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

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

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

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

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

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

1. Extent of Disposition

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

2. Nature of Disposition

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

[Insert or attach special instructions.]

3. Timing of Disposition

Data shall be disposed of by the following date: As soon as commercially practicable

By Insert Date

4. Signature of Authorized Representative of Division

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

5. Verification of Disposition of Data

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

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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: _____

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**

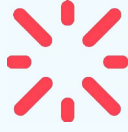
BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

Email Address _____



Foster a love of learning in every student

July 10, 2024

Henrico County Public Schools

Product Descriptions

BAFO RFP 24-2625-1ARA- Digital Creation Programs for PK-12

Product Name	List Price	Discount Amount	Approved BAFO
Nearpod Premium Plus			
Flocabulary Plus	\$275,400.00	\$156,693	\$ 118,707.10
Nearpod Social Studies Program	\$172,380.00	\$ 88,230.00	\$ 84,150.00
Nearpod 21st Century Readiness Program	\$126,480.00	\$ 37,944.00	\$ 88,536.00
Nearpod Math Program	\$105,570.00	\$ 71,447.00	\$ 34,123.00
Nearpod English Learners Program	\$223,580.00	\$ 116,790.00	\$ 116,790.00
	\$ 98,430.00	\$ 29,529.00	\$ 68,901.00

Special terms:in addition to the discounts applied to individual items the purchase of Flocabulary or Nearpod Math qualifies Henrico Co. Public Schools to receive 21st, EL, or SS at no extra cost if purchased this year.

Product Development	List Price	Discount Amount	Approved BAFO
Onsite Session	\$2,500.00	\$0.00	\$2,500.00
Virtual Session	\$450.00	\$90.00	\$360.00

Nearpod Premium Plus

Nearpod Premium Plus, including unlimited access to:

- Nearpod's lesson, video, and activity creation and delivery platform with 20+ formative assessment and media features.
- Nearpod Lesson Library with 8,500+ standards-aligned, interactive lessons for all K-12 subject areas, featuring favorite educational brands.
- Nearpod Video & Activity Library with 10,200+ standards-aligned interactive videos and 3,300+ activities for all K-12 subject areas, featuring favorite educational brands, that can be used on their own, or added to Nearpod slides lessons.
- District features including larger class sizes, unlimited storage, School and District shared Libraries, LMS integration, and more.
- Premium Plus lesson delivery features, including Live Teacher Annotation, Co-Teaching, and Live to Student-Paced.

Flocabulary Plus

Unlimited access to Flocabulary including:

- 1300+ standards-aligned K-12 lessons across all core subjects and beyond, each lesson includes a hip-hop video and instructional vocabulary activities
- Week in Rap lessons, added weekly August through May to spotlight current events and help students make real-world connections
- Student Accounts, enabling teachers to assign lessons and activities and view results of assessments
- analytics for administrators and educators and personalized vocabulary practice sets for students, districts will gain visibility into student achievement and be empowered to close gaps in vocabulary across the curriculum.

Nearpod Social Studies

Nearpod Social Studies helps teachers create immersive and comprehensive social studies experiences and includes:

- Comprehensive coverage of K-12 social studies subjects
- Standards-aligned lessons, videos, and activities
- Enhanced Nearpod Program navigation and organization

Nearpod 21st Century Readiness Program

Nearpod's 21st Century Readiness Program connects skills across topics such as Social & Emotional Learning, Digital Citizenship, Financial Literacy, and College & Career Readiness to help students thrive in the classroom of today and the world of tomorrow.

The Program includes:

- 21st Century Readiness library: Ready-to-teach lessons, videos, and activities for every grade level
- Nearpod's enhanced UX experience and content discovery: Lessons and resources aligned to connect skills and knowledge that help develop the whole learner
- Exclusive feature access to Brain Breaks: Exclusive energizing or calming Brain Break videos to refocus the class when students need a break

Nearpod Math

Powered by Nearpod Premium Plus, Nearpod Math is a supplemental math program that provides unlimited access to:

- Nearpod Math Library: 5,000 new standards-aligned lessons, videos and practice activities - Virtual manipulatives: Fraction Tiles, Base 10 Blocks, Algebra Tiles, and Color Tiles
- Enhanced Course Navigation and reporting: designed to explicitly align to a districts' core curriculum with improved course navigation, standards-based search and preview functionality

Nearpod English Learners Program

Nearpod EL is a standards-aligned supplemental program that provides the content, tools, and organization needed to create daily differentiated learning experiences that maximize language acquisition for all learners. Nearpod EL empowers every teacher to:

- Differentiate instruction with EL Content Companions and language supports, all organized in one place
- Engage every learner with equitable learning experiences
- Know where students need help through real-time data

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Tab 1 - Introduction and Signed Forms



Amy Anthes, VCO
County of Henrico
Department of Finance
8600 Staples Mill Road
Henrico, VA 23273-0075

April 19, 2024

Dear Ms. Anthes:

On behalf of Nearpod LLC, a Renaissance company, I am pleased to present Henrico County Public Schools with our response to RFP #24-2625-1ARA for Digital Creation Programs for PK-12. Nearpod is confident that our expertise and product offerings meet and exceed the requirements of the RFP.

As the details in this proposal demonstrate, Nearpod provides digital software that allows and empowers educators and students to create, modify, and share instructional content and learning experiences.

Details of this proposal focus on two additional products that will complement the existing district-wide offering of Nearpod Premium Plus instructional delivery platform to support and enable students and teachers to create digital content:

Nearpod 21st Century Readiness

Powered by Premium Plus, Nearpod's 21st Century Readiness Program provides teachers with a single solution to embed 21st century learning into everyday instruction. Featuring our DCL-Digital Citizenship, SEL-Social Emotional Learning, CCE-College & Career Exploration & Financial Literacy bundles included in one offering.

Flocabulary Plus

Flocabulary Plus-video-based lessons with activities support vocabulary acquisition and comprehension skills across K-12 subjects. These high-quality videos captivate students and create an impactful and memorable learning experience by harnessing the power of hip-hop music, visual art, storytelling, humor, drama, and poetry. Each video-based lesson includes a suite of instructional activities that provide additional practice and exposures at varying levels of rigor to scaffold instruction.



Since our founding in 2012, more than two million teachers have used our solutions to differentiate instruction, create robust lessons, track learning, and engage students. Whether using interactive lessons, interactive videos, or gamified learning, teachers get real-time insights into student learning with Nearpod. Teachers can upload their existing content and make it interactive using Nearpod's **more than 20 formative assessment and rich-media features** so that all learning is active and collaborative. In addition, Nearpod's libraries feature over **22,000 standards-aligned lessons, videos and activities** created in partnership with leading publishers like Common Sense Education and Smithsonian. Together, Nearpod platforms and programs reach the **100 largest school districts in the U.S.** and are used by over **two million educators worldwide.**

Nearpod's ability to engage students while simultaneously creating real-time reports for teachers facilitates learning in in-person, blended, and remote class environments. In addition, educators can fully customize the ready-to-run lessons, create their own lessons, and integrate engaging multimedia tools and formative assessments. This allows educators to easily differentiate learning and meet individual student's needs. In March 2021, Nearpod was acquired by Renaissance, a global leader in assessment, reading, and math solutions for pre-K–12 schools and districts. To learn more about Nearpod, visit www.nearpod.com. For more about Renaissance, visit www.renaissance.com.

Bryan Greer, Nearpod Northeast Accounts Manager, is your primary point of contact. He is available to answer any questions that you may have related to the products and services provided. Bryan can be reached by phone at 561.213.8316 or by email at bryang@nearpod.com.

Sincerely,

Ted Wolf

Ted Wolf
SVP Global Controller
Renaissance Learning, Inc.

ATTACHMENT A PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal ("RFP") No. 24-2625-1ARA Digital Creation Programs

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

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

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):
Nearpod LLC
ADDRESS:
2911 Peach St.
Wisconsin Rapids, WI 54494
FEDERAL ID NO: 46-0993679
SIGNATURE: <i>Ted Wolf</i>
NAME OF PERSON SIGNING (PRINT): Ted Wolf
TITLE: SVP Global Controller
TELEPHONE: 305.677.5030
FAX: 305.655.1999
EMAIL ADDRESS: rfps@nearpod.com
DATE: 04 / 19 / 2024

ATTACHMENT B BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: Nearpod LLC

This form completed by: Signature: Ted Wolf Title: SVP Global Controller

Date: 04 / 19 / 2024

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

(Check all that apply.)

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

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

eVA Registered? ☒ Yes ☐ No

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

_____ NUMBER _____ DATE

DEFINITIONS

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

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

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

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

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

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

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

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

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

ATTACHMENT C
Virginia State Corporation Commission (SCC)
Registration Information

The Offeror:

☒ is a corporation or other business entity with the following SCC identification number:
F2040071 **-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: Nearpod LLC

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
Offeror Qualifications and Experience	64-65	Staff resumes
Infrastructure and System Administration	53	SOC 2 compliance
Appendices	81-end	Nearpod VPAT

ATTACHMENT F

DIRECT CONTACT WITH STUDENTS

Name of Offeror: Nearpod LLC

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

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

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

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

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

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

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

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

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

And (select one of the following)

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

or

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

Ted Wolf

Signature of Authorized Representative

Ted Wolf

Printed Name of Authorized Representative

Nearpod LLC

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

This Virginia School Data Privacy Agreement (“DPA”) is entered into by and between the
County School Board of Henrico County, Virginia (hereinafter referred to as “Division”) and
Nearpod LLC (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.”

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.*

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; and

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

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

ARTICLE I: PURPOSE AND SCOPE

1. Purpose of DPA. The purpose of this DPA is to describe the duties and responsibilities to protect Division Data (as defined in Exhibit “C”) transmitted to Provider from the Division pursuant to Exhibit “A”, including compliance with all applicable state privacy statutes, including the FERPA, PPRA, COPPA, IDEA, 603 C.M.R. 23.00, 603 CMR 28.00, 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.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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:
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 this DPA shall prevail over terms used in all the other writings, including, but not limited to, a service agreement, privacy policies or any terms of service.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

related contract in compliance with the FERPA, PPRA, IDEA, Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities; student personal information; and § 22.1-287.02. Students' personally identifiable information, and all other applicable Virginia statutes.

2. **Parent Notification of Rights.** Division shall ensure that its annual notice under FERPA defines vendors, such as the Provider, as “School Officials” and what constitutes a legitimate educational interest. The Division will provide parents with a notice of the websites and online services under this agreement for which it has consented to student data collection to on behalf of the parent, as permitted under COPPA.
3. **Unauthorized Access Notification.** Division shall notify Provider promptly of any known or suspected unauthorized access. Division will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

authorizes provider to maintain Division data obtained under the service agreement beyond the time reasonably needed to complete the disposition. Provider shall provide written notification when the division data has been disposed. The duty to dispose of Division data shall not extend to data that has been de-identified or placed in a separate student account, pursuant to the terms of the agreement. The division may employ a request for return or deletion of Division data form, a copy of which is attached hereto as exhibit D. Upon receipt of a request from the division, the provider will immediately provide the division with any specified portion of the division data within ten (10) calendar days of the receipt of said request.

- a) **Partial Disposal During the Term of Service Agreement.** Throughout the term of the service agreement, Division may request partial disposal of Division data obtained under the service agreement that is no longer needed. Partial disposal of data shall be subject to Division's request to transfer data to a separate account, pursuant to Article II Section 3, above.
 - b) **Complete Disposal upon Termination of Service Agreement.** Upon termination of the service agreement Provider shall dispose or securely destroy all Division data obtained under the service agreement. Prior to the disposal of the data, Provider shall notify Division in writing of its option to transfer data to a separate account, pursuant to Article 2, Section 3, above. In new event shelters Provider dispose of data pursuant to this provision unless and until provider has received affirmative written confirmation from Division that data will not be transferred to a separate account.
6. **Advertising Prohibition.** Provider is prohibited from using or selling Division Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing or advertising efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to Client; or (d) use the Division Data for the development of commercial products or services, other than as necessary to provide the Service to the 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.

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) ,

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NIST SP800-53 (IA control Family), and NIST 800-63-3 (Digital Identity), and NIST SP800-63B (Authenticator and Verifier Requirements) or equivalent industry best practices.

- b. Security Protocols.** Both parties agree to maintain security protocols that meet industry best practices in the collection, storage or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the DPA in a secure computer environment.
 - c. Provider Employee Training.** The Provider shall provide annual security training to those of its employees who operate or have access to the system.
 - d. Security Technology.** When the service is accessed using a supported web browser, FIPS 140-2 validated transmission encryption protocols, or equivalent technology shall be employed to protect data from unauthorized access. The service security measures shall follow National Institute of Standards and Technology (NIST) 800- 171, or equivalent industry best practices.
 - e. Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner. Upon Division's written request, Service Provider shall make the results of findings available to the Division. The Division shall treat such audit reports as Provider's Confidential Information under this Agreement.
 - f. Backups and Audit Trails, Data Authenticity and Integrity.** Provider will take reasonable measures, including all backups and audit trails, to protect Division Data against deterioration or degradation of data quality and authenticity. Provider shall be responsible for ensuring that Division Data is retrievable in a reasonable format.
 - g. Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Division Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.
2. **Unauthorized Access or Data Breach.** In the event that Division Data are reasonably believed by the Provider or school division to have been disclosed (lost, accessed or obtained) in violation of the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) or other federal or state law applicable to such information accessed or obtained by an unauthorized individual, Provider shall follow the following process:
- a. provide immediate notification to Division upon verification of the incident and allow the Division or its authorized representatives to fully participate in the investigation of the incident.
 - b. notification will be provided to the contact(s) identified in ARTICLE VII, N: Notice, and sent via email and postal mail. Such notification shall include:
 - i. date, estimated date, or date range of the loss or disclosure;
 - ii. Division data that was or is reasonably believed to have been lost or disclosed;

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- iii. remedial measures taken or planned in response to the loss or disclosure.
- c. immediately take action to prevent further access;
- d. take all legally required, reasonable, and customary measures in working with Division to remediate the breach, which may include toll free telephone support with informed customer services staff to address questions by affected parties and/or provide monitoring services if necessary given the nature and scope of the loss or disclosure;
- e. cooperate with Division efforts to communicate to affected parties;
- f. provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by Division. If Division requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by Division, Provider shall reimburse Division for costs incurred to notify parents/families of a breach not originating from Division's use of the Service;
- g. the Provider shall indemnify and hold harmless the Division from and against any loss, claim, cost (including attorneys' fees) or damage of any nature arising from or in connection with the breach by the Provider or any of its officers, directors, employees, agents or representatives of the obligations of the Provider's or its Authorized Representatives under this provision or under a Confidentiality Agreement, as the case may be.

ARTICLE VI: GENERAL OFFER OF PRIVACY TERMS

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

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 the 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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

agreement shall survive termination of this Agreement until all Division Data has been returned or Securely Destroyed.

- E. Priority of Agreements.** This DPA supersedes all end user and “click-thru” agreements. In the event there is conflict between the terms of the DPA and any other writing, such as service agreement or with any other bid/RFP, terms of service, privacy policy, license agreement, or writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of any other agreement shall remain in effect.
- F. Amendments:** This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties
- G. Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
- H. Governing Law; Venue and Jurisdiction.** This agreement will be governed by and construed in accordance with the laws of the state of Virginia, without regard to conflicts of law principles. Each party consents and submits to the sole and exclusive jurisdiction to the state and federal courts for the county of the initial subscribing division or the division specified in Exhibit “E” as applicable, for any dispute arising out of or relating to this agreement or the transactions contemplated hereby.
- I. Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Division Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Division Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Division Data and portion thereof stored, maintained or used in any way.
- J. Waiver.** No delay or omission of the Division to exercise any right hereunder shall be construed as a waiver of any such right and the Division reserves the right to exercise any such right from time to time, as often as may be deemed expedient.
- K. Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.
- L. Electronic Signature:** The parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, which is in compliance with Virginia and Federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their hand written signature. Whenever they execute an electronic signature, it

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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: Scott Johnson _____
Title: Director, Information Security _____
Address: 2911 Peach Street, Wisconsin Rapids, WI 54494 _____
eMail: scott.johnson@renaissance.com _____
Phone: _____

The designated representative for the Division for this Agreement is:

Name: _____
Title: _____
Address: _____

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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 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: _____

Date: _____ Printed Name: _____ Title: _____

Division Signature: _____

Date: _____ Printed Name: _____ Title: _____

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT “A”

DESCRIPTION OF SERVICES

Nearpod and/or Flocabulary

The Parties agree the following changes and modifications to the Terms of the DPA shall control over the conflicting terms in the Articles set forth above:

1. Contractor will comply with the statutes cited in the WHEREAS clause to the extent applicable to the Contractor.
2. The last sentence of Article IV, paragraph (4) is deleted and replaced with the following sentence: “Provider agrees not to attempt to re-identify de-identified Division Data and not to transfer de-identified Division Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the Division who has provided prior written consent for such transfer”.
3. The first two paragraphs of Article V, are deleted and replaced with the following provision:
“In the event that Division Data is confirmed by the Provider or school division to have been disclosed (lost, accessed or obtained) in violation of the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) or other federal or state law applicable to such information accessed or obtained by an unauthorized individual, Provider shall follow the following process:
 - a. provide prompt notification, and in any event within seven (7) business days to Division upon verification of the incident and allow the Division or its authorized representatives to fully participate in the investigation of the incident.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT “B”

SCHEDULE OF DATA: See below (Also available as a PDF at:
<https://renaissance.widen.net/view/pdf/dyg5r6yjs8/Categories-of-Data-Collected-by-Product.pdf?u=zceria>)



Categories of Data Collected by Product

Table of Contents

Categories of Data collected by Assessment Products: 2

- DnA
- Fastbridge
- myIGDIs
- Renaissance Fundamentals
- SchoolCity
- StarPhonics
- Star Assessments
- Star Early Literacy

Categories of Data collected by Data & Connection Products: 7

- EduCLIMBER
- eSchoolData
- Renaissance Analytics
- Schoolzilla

Categories of Data collected by Practice & Instruction Products: 11

- Accelerated Reader
- Accelerated Math
- Flocabulary
- Freckle
- Lalilo
- myON
- Nearpod

Renaissance

See Every Student.

Categories of Data collected by Assessment Products:

Data Category	Data Elements	DnA	Fastbridge	myIGDIs	Renaissance Fundamentals	SchoolCity	StarPhonics	Star Assessment	Star Early Literacy
Application Technology Metadata	IP addresses of users; Use of cookies, etc.	Required	Required		Required	Required	Required	Required	Required
	Other application technology metadata	Required	Required	Required	Required	Required	Required	Required	Required
Application Use Statistics	Metadata on user interaction with application	Required	Required	Required	Required	Required	Required	Required	Required
Assessment	Standardized test scores	Optional				Optional		Optional	
	Observation data	Optional	Optional	Required		Optional	Optional	Optional (Star CBM-US Only)	
	Testing environment							Required (US) Optional (UK)	Required (US) Optional (UK)
	Voice Recordings							Optional (Star CBM-US Only)	
	Other assessment data	Optional				Optional		Optional (Star CBM-US Only)	
Attendance	Student school (daily) attendance data	Optional							
	Student class attendance data	Optional		Optional					

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Renaissance

See Every Student.

Data Category	Data Elements	DnA	Fastbridge	myGDIs	Renaissance Fundamentals	SchoolCity	StarPhonics	Star Assessment	Star Early Literacy
Communication	Online communications that are captured (emails, blog entries)	Optional							
	Conduct or behavioral data	Optional	Optional						
Demographics	Date of Birth	Required	Optional	Required	Required	Required	Optional	Optional	Required
	Place of Birth	Optional							
	Gender	Required	Optional	Required	Required	Optional	Optional	Optional	Optional
	Ethnicity or race	Optional	Optional	Optional	Optional	Optional	Optional	Optional	Optional
	Specialized education services (IEP or 504)	Optional	Optional	Optional	Optional	Optional	Optional	Optional	Optional
	Living situations (homeless/ foster care)	Optional			Optional	Optional	Optional	Optional	Optional
	Language information (native, preferred or primary language spoken by student)	Optional	Optional	Optional	Optional	Optional	Optional	Optional	Optional
Enrollment	Other indicator information	Optional			Optional	Optional			
	Student school enrollment	Required	Required	Required	Required	Optional	Required	Required	Required

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Renaissance

See Every Student.

Data Category	Data Elements	DnA	Fastbridge	myIGDIs	Renaissance Fundamentals	SchoolCity	StarPhonics	Star Assessment	Star Early Literacy
Enrollment	Student grade level	Required	Required	Optional	Required	Required	Required	Required	Required
	Homeroom	Optional		Required	Optional				
	Guidance counselor	Optional			Optional				
	Specific curriculum programs	Optional				Optional			
	Year of graduation	Optional							
	Other enrollment information	Optional			Optional	Optional			
Parent/ Guardian Information	Address	Optional							
	Email	Optional				Required (For Parent Portal)	Optional	Optional	Optional
	Phone	Optional							
	First and/or Last	Optional				Required (For Parent Portal)			
Schedule	Student scheduled courses	Required				Required	Required	Required	Required
	Teacher names	Required		Required	Required	Required	Required	Required	Required
	Teacher emails	Optional		Required	Required	Required	Required	Required	Required

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See Every Student.

Data Category	Data Elements	DnA	Fastbridge	myIGDIs	Renaissance Fundamentals	School/City	StarPhonics	Star Assessment	Star Early Literacy
Special Indicator	English language learner information	Optional	Optional	Optional	Optional	Optional	Optional	Optional	Optional
	Low income status- SES Free and Reduced	Optional	Optional	Optional	Optional	Optional	Optional	Optional	Optional
	Medical alerts/ health data	Optional							
	Student disability information	Optional	Optional	Optional	Optional	Optional	Optional	Optional	Optional
	Student technology needs: assistive technology & accommodation					Optional	Optional	Optional- US Only; Star Math; Star Reading; Star Reading K12	Optional
Student Contact Information	Address	Optional							
	Email	Optional				Required for SSO			
	Phone								
Student Identifiers	Local (School district) ID number	Required	Optional	Required	Required	Required	Required	Optional	Optional
	Student App username	Optional	Required			Required	Required	Required	Required

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See Every Student.

Data Category	Data Elements	DnA	Fastbridge	myIGDIs	Renaissance Fundamentals	SchoolCity	StarPhonics	Star Assessment	Star Early Literacy
Student Identifiers	Student app passwords encrypted only for SSO	Optional	Required			Optional	Required	Required	Required
	First and/or Last	Required	Required	Required	Required	Required	Required	Required	Required
Student In App Performance	Assessment performance	Optional	Required	Required	Required	Required	Required	Required	Required
Student Survey Responses	Student responses to school administered surveys or questionnaires	Optional		Required		Optional			
Student Work	Student generated content: writing, pictures, etc.	Optional				Optional			
	Other student work data					Optional			
Transcript	Student course grades	Optional							
	Student course data	Optional				Required			
	Student course grades/performance scores	Optional							
	Other transcript data	Optional							
Transportation	Other transp. data								

Renaissance

See Every Student.

Categories of Data collected by Actionable Insights Products:

Data Category	Data Elements	EduCLIMBER	eSchoolData	Renaissance Analytics	Schoolzilla
Application Technology Metadata	IP addresses of users; Use of cookies, etc.	Required	Required	Required	Required
	Other application technology metadata	Required	Required	Required	Required
Application Use Statistics	Metadata on user interaction with application	Required	Required	Required	Required
Assessment	Standardized test scores	Optional	Optional		Optional
	Observation data	Optional	Optional		Optional
	Testing environment				
	Voice Recordings				
Attendance	Other assessment data	Optional	Optional		Optional
	Student school (daily) attendance data	Optional	Required		Optional
	Student class attendance data	Optional	Required		Optional
Communication	Online communications that are captured (emails, blog entries)		Optional		
Demographics	Conduct or behavioral data	Optional	Required		Optional
	Date of Birth	Required	Required	Optional	Optional
	Place of Birth		Required		Optional

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See Every Student.

Data Category	Data Elements	EduCLIMBER	eSchoolData	Renaissance Analytics	Schoolzilla
Demographics	Gender	Required	Required	Optional	Optional
	Ethnicity or race	Required	Required	Optional	Optional
	Specialized education services (IEP or 504)	Optional	Required	Optional	Optional
	Living situations (homeless/foster care)	Optional	Required	Optional	Optional
	Language information (native, preferred or primary language spoken by student)	Optional	Required	Optional	Optional
	Other indicator information	Optional	Optional		Optional
Enrollment	Student school enrollment	Required	Required	Required	Required
	Student grade level	Required	Required	Required	Required
	Homeroom	Required	Required		Optional
	Guidance counselor	Optional	Required		Optional
	Specific curriculum programs	Optional	Optional		Optional
	Year of graduation	Optional	Required		Optional
	Other enrollment information		Required		Optional
	Address	Optional	Required		Optional
Parent/ Guardian Information	Email	Optional	Required	Optional	Optional
	Phone	Optional	Required		Optional
	First and/or Last	Optional	Required		Optional

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See Every Student.

Data Category	Data Elements	EduCLIMBER	eSchoolData	Renaissance Analytics	Schoolzilla
Schedule	Student scheduled courses	Required	Required	Required	Optional
	Teacher names	Required	Required	Required	Optional
	Teacher emails	Optional	Required	Required	Optional
Special Indicator	English language learner information	Optional		Optional	Optional
	Low income status- SES Free and Reduced	Optional	Required	Optional	Optional
	Medical alerts/ health data		Optional		
	Student disability information	Optional	Required	Optional	Optional
	Student technology needs: assistive technology & accommodations				
Student Contact Information	Address	Optional	Required		Optional
	Email	Optional	Optional		Optional
	Phone	Optional	Optional		Optional
Student Identifiers	Local (School district) ID number	Required	Required	Optional	Required
	Student App username	Required	Required		Optional
	Student app passwords encrypted only for SSO	Required	Required	Required	
	First and/or Last	Required	Required	Required	Required

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See Every Student.

Data Category	Data Elements	EduCLIMBER	eSchoolData	Renaissance Analytics	Schoolzilla
Student In App Performance	Assessment performance	Optional	Optional		
Student Survey Responses	Student responses to school administered surveys or questionnaires	Optional			
Student Work	Student generated content: writing, pictures, etc.	Optional	Optional		
	Other student work data	Optional	Optional		
Transcript	Student course grades	Optional	Required		Optional
	Student course data	Required	Required		Optional
	Student course grades/ performance scores	Optional	Required		Optional
	Other transcript data				Optional
Transportation	Other transportation data	Optional	Optional		

Renaissance

See Every Student.

Categories of Data collected by Practice & Instruction Products:

Data Category	Data Elements	Accelerated Reader	Accelerated Math	Flocabulary	Freckle	Lalilo	myON	Nearpod
Application Technology Metadata	IP addresses of users; Use of cookies, etc.	Required	Required	Required	Required	Required	Required	Required
	Other application technology metadata	Required	Required	Optional	Required	Required	Required	Optional
Application Use Statistics	Metadata on user interaction with application	Required	Required	Optional	Required	Required	Required	Optional
Assessment	Standardized test scores				Optional			
	Observation data							
	Testing environment							
	Voice Recordings					Optional	Optional	Optional
	Other assessment data				Optional		Optional	
Attendance	Student school (daily) attendance data							
	Student class attendance data							
Communication	Online communications that are captured (emails, blog entries)						Optional	

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See Every Student.

Data Category	Data Elements	Accelerated Reader	Accelerated Math	Flocabulary	Freckle	Lailo	myON	Nearpod
Demographics	Conduct or behavioral data							
	Date of Birth	Optional (US) Required (UK)	Optional					
	Place of Birth							
	Gender	Optional	Optional					
	Ethnicity or race	Optional	Optional					
	Specialized education services (IEP or 504)	Optional	Optional					
	Living situations (homeless/foster care)	Optional	Optional					
	Language information (native, preferred or primary language spoken by student)	Optional	Optional		Required	Optional		
	Other indicator information							
	Student school enrollment	Required	Required	Required	Required	Required	Required	Optional
Enrollment	Student grade level	Required	Required	Required	Required	Required	Required	
	Homeroom					Required		
	Guidance counselor							

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See Every Student.

Data Category	Data Elements	Accelerated Reader	Accelerated Math	Flocabulary	Freckle	Lalilo	myON	Nearpod
Enrollment	Specific curriculum programs							
	Year of graduation							
	Other enrollment information							
	Address							
Parent/ Guardian Information	Email	Optional	Optional			Optional		
	Phone							
	First and/or Last	Optional						
Schedule	Student scheduled courses	Required	Required			Required		
	Teacher names	Required	Required	Required	Required	Required	Required	Required
	Teacher emails	Required	Required	Required	Required	Required	Required	Required
Special Indicator	English language learner information	Optional	Optional					
	Low income status- SES Free and Reduced	Optional	Optional					
	Medical alerts/ health data							
	Student disability information	Optional	Optional					
	Student technology needs; assistive technology & accommodations							

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See Every Student.

Data Category	Data Elements	Accelerated Reader	Accelerated Math	Flocabulary	Freckle	Lalilo	myON	Nearpod
Student Contact Information	Address							
	Email			Optional				Optional
	Phone							
Student Identifiers	Local (School district) ID number	Optional	Optional		Optional	Optional	Required	Optional
	Student App username	Required	Required	Required		Required	Required	Optional
	Student app passwords encrypted only for SSO	Required	Required			Required	Required	
	First and/or Last	Required	Required	Required	Required	Required	Required	Optional
	Assessment performance	Required	Required		Required	Required	Required	
Student In App Performance	Student responses to school administered surveys or questionnaires	Required	Required		Required		Optional	
Student Survey Responses	Student generated content: writing, pictures, etc.			Optional	Optional		Optional	Optional
Student Work	Other student work data							

Renaissance
See Every Student.

Data Category	Data Elements	Accelerated Reader	Accelerated Math	Flocabulary	Freckle	Lalilo	myON	Nearpod
Transcript	Student course grades							
	Student course data							
	Student course grades/ performance scores							
	Other transcript data							
Transportation	Other transportation data							

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EXHIBIT “C” **DEFINITIONS**

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

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

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

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

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

PII includes, without limitation, at least the following:

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

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

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

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

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

Securely Destroy: Securely Destroy 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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

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

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

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

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

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

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

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

1. Extent of Disposition

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

2. Nature of Disposition

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

[Insert or attach special instructions.]

3. Timing of Disposition

Data shall be disposed of by the following date: As soon as commercially practicable

By Insert Date

4. Signature of Authorized Representative of Division

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

5. Verification of Disposition of Data

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

OPTIONAL: EXHIBIT “E” GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and the Division to any other school division (“Subscribing Division”) who accepts this General Offer 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: _____

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: _____

Date: _____

Printed Name: _____

Title/Position: _____

Email Address: _____

Tab 2 - Statement of the Scope

A. General Requirements

1. The Successful Offeror(s) shall provide a solution where the digital product or program includes cloud-based capabilities that allow for the following:

a. Instructional design that empowers educators and students to create, modify, and share instructional content and learning experiences within and outside of the platform.

Teachers and students (with a student account) have the opportunity to upload their own content using Microsoft Office PowerPoint or Google Workspace for Education Slides. Resources can be uploaded as individual slides, slide shows, and/or as a PDF depending on the purpose of the resources.

When added as individual slides, teachers and students can then choose from more than 20 different formative assessment and engagement activities to be inserted into the lesson at strategic points in the learning sequence. In addition to the Activities, teachers can also add rich media content to their lessons such as virtual reality, 3D models, PhET math and science simulations, BBC Videos to name a few. A key resource that can be added to any lesson is interactive videos. Those videos can be brought in from the Nearpod library with questions already added by teachers, or teachers and students can upload their own videos and embed multiple choice or open ended questions as are appropriate. An additional option for customizing their own resources is to add web content to any lesson. Whether using an additional website or adding a shareable document or creative space, all of it can be brought into the platform for a seamless delivery of learning to students.

Lessons should be launched from the Nearpod platform for the full experience, or can be downloaded and shared as a PDF without live interactive features.

b. Offer functions, features, or templates that encourage students to design, develop, and showcase their learning artifacts, such as projects, portfolios, or presentations, across various subjects.

Students have the same creation opportunities as teachers. This requires students to have individual student accounts with Nearpod. The capability difference between teachers and students is only limited by students not having access to any premade

content. All content created by the student has to be original, either created directly in the Nearpod platform or by uploading their own creations from Microsoft Office, PowerPoint, or Google Workspace for Education Slides.

c. Provide the option for interactive spaces within the platform that foster collaboration among students, allowing them to work together on interdisciplinary projects and share their insights.

The Collaborate Board encourages students to collectively engage with a question, prompt, or brainstorm anonymously or with names, sharing text or images (uploaded or Googled) with their classmates in real-time. Students can "like" or comment directly on their classmates' responses and teachers can sort answers based on popularity to push the conversation or encourage additional discussion. Teachers commonly use Nearpod's Collaborate Board to activate prior knowledge or start an open discussion.

d. Customization options for user-generated content that facilitate educators and students in tailoring content, assessments, and activities to meet specific learning objectives and preferences.

Teachers can quickly make differentiated lessons for learners for all subject areas – literacy, math, science, social studies and life skills. Pulling in clipart, videos, and content to fit small groups and what levels and skills they need to work on. If short on time, Nearpod has pre-made lessons at all levels that can be edited to fit the needs of various learners. If more rigorous content is needed for my high achievers, the filter tool in the Nearpod library allows a teacher to select grade-levels, subjects, and even whether one wants videos, lessons, or activities. Teachers can also filter based on what specific standards are the focus of the learning for that day. Lessons edited from the Nearpod library are immediately saved to the teacher's account for future use. Teachers can make folders to organize their lessons based on small groups, skills, subjects, etc.

e. Provides options for exporting user-generated content to common file types to enable users the flexibility to take ownership of their content for future endeavors.

All Nearpod lessons can be downloaded as a PDF to be viewed outside of the platform. User-generated content can be exported in this manner as a document of the ideas and content; however the interactive features in Nearpod are not able to be exported and used beyond the platform.

f. Provide reporting options, at a minimum, usage data reporting.

Nearpod can provide usage data reporting.

Data from Nearpod's formative assessment activities is automatically collected as students participate in Live Participation and Student-Paced modes. This data is presented within a live teacher dashboard and is automatically stored in Reports. Data is continuously collected within the lessons, helping teachers make instructional decisions to intervene in-the-moment in Live Participation mode based on students' evidence of understanding on the given standard or skill being taught in the lesson. Data is also continuously collected during Student-Paced lessons so that teachers can monitor student progress in real-time, even when students are working independently. Teachers and administrators are able to access post-session reports at both the class and individual student levels.

2. The Successful Offeror(s) shall provide a solution for a teacher/student creation solution that does not rely on content in order to function. Products can contain content add-ons, but provisioning subject specific content should not be the main functionality. The solution should allow for user-generated content creation and student designed products.

Nearpod includes collections of content, but the Nearpod platform does not require content in order to function. Students and teachers can create user-generated content in the form of Nearpod lessons.

3. The Successful Offeror(s) shall provide resources that are accessible 24/7.

Nearpod is a cloud-based program that is available 24/7.

B. User Interface

1. Browser Support – the proposed solution shall:

a. Have compatibility with the current versions of multiple browsers—at minimum, current versions of Edge, Safari, and Chrome browsers.

Nearpod is compatible with a wide variety of browsers. Specific device compatibility information can be located here:

<https://nearpod.zendesk.com/hc/en-us/articles/115001220143-Device-compatibility>

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

While we cannot guarantee future compatibility until testing is performed, Nearpod is committed to maintaining compatibility with all devices and browsers specified in the following document:

<https://nearpod.zendesk.com/hc/en-us/articles/115001220143-Device-compatibility>

c. Only require standard browser plugins.

No browser plug-ins are required.

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

Please review our WCAG 2.1AA VPAT for Nearpod (included with response).

3. The proposed solution shall be cloud-based and delivered via the Internet over wireless LANs to the client's browser.

With a SaaS-based architecture, Nearpod is 100% cloud based and does not require any hardware or software at the district location.

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

Nearpod provides an intuitive user interface that is easily navigable by both teachers and students.

5. The proposed solution shall support mobile technology including, but not limited to, the specific mobile devices currently used in HCPS (Henrico County Public Schools) (iOS, Chromebooks and Android Platforms).

Nearpod supports all internet connected devices and fully supports mobile devices of all kinds as the only requirement for access to an internet connection.

C. Integration

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

Account administration for Nearpod can either be automated or manual. Automated methods include Clever, ClassLink, and Google and Office365 for rostering and SSO. If the district does not currently use an auto-rostering method, a .CSV upload can support account administration at the frequency the district chooses for upload.

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

SSO methods for Nearpod include but are not limited to Clever, Classlink, Google, and O365.

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

Nearpod does currently support the 1.3 implementation of LTI for LMS integration. We do not currently support LDAP for authentication.

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

Nearpod requires a named account and subsequent authentication for access with roles that govern and restrict access rights.

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

i. LTI integration as a Tool Provider (TP) with our LMS (Learning Management Systems) Solution (Schoology)

Nearpod does currently support the 1.3 implementation of LTI for LMS integration.

ii. SIF - Student Information framework

Nearpod supports integration with various SIS through automated rostering formats and CSV exchange.

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

Nearpod supports Clever for both rostering and SSO.

iv. File exchange to a vendor-supported sFTP server

While file exchange is not necessary, Nearpod supports SFTP as a method of file exchange.

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

No additional fees are incurred for data integration.

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

Nearpod would propose a data integration via Clever if supported and agreed to by HCPS. Nearpod does have other data exchange methods if Clever is not an option for HCPS. The Clever integration can support the account administration and rostering of teachers, students, and staff roles from the district.

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

Through the Clever interface Nearpod is IMS Global compatible. LTI integration with the district's LMS is currently supported through the 1.3 implementation of LTI.

D. Accessibility

1. The solution must comply with the Information Technology Access Act (Code of Virginia 2.2-3500).

Please see our VPAT for WCAG 2.1AA compliance, included with this submission.

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

a. Blindness, color blindness, visual impairment

Please review our VPAT (included with response).

b. Deafness, hearing impairment

Please review our VPAT (included with response).

c. Speech impairment

Please review our VPAT (included with response).

d. Mobility, strength, dexterity or reach impairment

Please review our VPAT (included with response).

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

Please review our VPAT (included with response).

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

Please review our VPAT (included with response).

5. The solution shall meet Level A and Level AA guidelines as specified by the W3C's WCAG 2.0 guidelines.

Please review our VPAT (included with response).

E. Infrastructure and System Administration

Options to implement the system using either the Software as a Service (SaaS) model or the self-hosted, on-premises model, this shall be clearly indicated. If there is a technical reason to prefer one model over the other, this shall be clearly indicated. HCPS's preference is a SaaS system and hosting the solution on a 3rd party, such as AWS or Azure, is acceptable.

Nearpod is hosted as a Software-as-a-Service solution.

1. If the system is available to be hosted on-premises, the offeror shall describe:

N/A. Nearpod is hosted as Software-as-a-Service (SaaS) solution.

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

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

Nearpod is a SaaS based solution hosted entirely on AWS. AWS maintains industry-leading Tier IV datacenters and SLAs, for more information see: <https://aws.amazon.com/compliance/uptimeinstitute>.

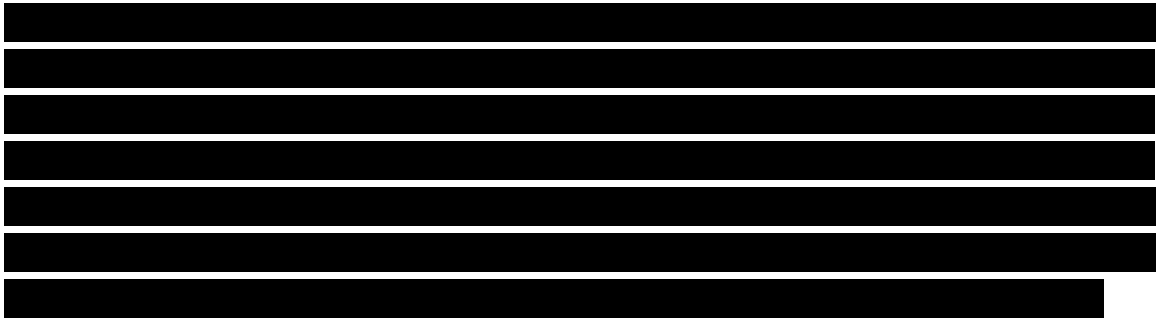
b. Specifics of structures in place to ensure high availability including redundant Internet paths, hardware failover, scalability, and protection against denial-of-service attacks or other network threats.

Nearpod is a high-availability, scalable solution with architecture in place to support such practices. The Nearpod application is built on AWS across multiple availability zones, along with redundant immediate failover and regular backup for all systems and data stores. All layers of the system are built to autoscale continuously with load. Nearpod actively employs DoS, Web Application Firewall, and IDS protection along with 24x7 monitoring and alerting of all system components.

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

All Nearpod data is encrypted in transit using TLS 1.2+ and strong ciphers. All data is encrypted at rest using AWS secure services and disk level encryption.

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



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

Nearpod has a fully documented business recovery plan in place that is updated annually. All systems and data stores have live replicas and are backed up on a daily schedule, including being securely vaulting in alternate AWS regions for recovery in the event of disaster.

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

Network specifications for Nearpod can be found here:

<https://nearpod.zendesk.com/hc/en-us/articles/360058421311-Nearpod-Networking-Help-Guide-v1-4->

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

There is no way to access any district data outside of the web-based application.

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

Operating system and application servers are updated as needed based on availability of patches and upgrades. Given the redundancy architecture, there is no downtime to end users while these updates occur.

i. Any tools available to measure system responsiveness.

Nearpod has a variety of tools that monitor application and process response time, and Nearpod employs 24x7 monitoring and alerting of all system components for availability and performance.

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

Nearpod has no data storage limitations for district implementations.

k. The proposed solution shall be deployed on servers and equipment hosted or administered by the Successful Offeror. Hosting the solution on a 3rd party, such as Amazon or Azure, is acceptable.

Nearpod is a fully SaaS based implementation and thus has no access when an internet connection is not available.

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

All Nearpod data is encrypted both at rest and in transit..

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

Please see details in our [privacy policy](#).

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

Nearpod is not a vehicle for marketing goods or services and contains only content appropriate for a classroom setting.

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

Nearpod's current architecture and scaling capabilities can fully support this requirement.

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

The solution is not reliant on LDAP so this should not be an issue for HCPS.

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

In the event that HCPS deems any content to be inappropriate, Nearpod will review such content as soon as possible and update HCPS on findings and remediation status if applicable.

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

Nearpod does not install any local software on any district devices. There is also no hardware required from the district for a Nearpod implementation.

F. Device, Software, and Network Specifications

The digital resource shall meet all performance requirements defined in this document and be currently compatible with the following minimum computer specifications as well as maintaining compatibility with updates/patches/versions of listed software for the duration of the contract (at a minimum beginning with the versions listed below)

Device/Software	Compatible	Not Compatible
1. All Staff District-wide; High and Middle School Students		
a. Windows Laptop	X	
i. Software		
1. OS (Operating System)- Windows 11: 64 bit	X	
2. Browsers- Google Chrome 119.x or above; Microsoft Edge 119.x or above	X	
3. PDF Reader- embedded within Chrome and Edge	X	
4. O365	X	
ii. Hardware – Dell Laptops		
1. Specifications		
1. Displays: 11” – 14” depending upon model	X	
2. Network connection: wireless	X	
3. Hard drive: 128-256GB SSD; depending upon model.	X	
4. Memory: 8GB	X	

Device/Software	Compatible	Not Compatible
b. Chromebooks (primary device for all elementary students)		
i. Software- Chromium OS 117.x+ or above	X	
ii. Hardware- Dell Chromebook 3100 (touch and non-touch) with display 11.6" HD (1366 x 768), Network with built in wireless card, Intel Celeron N4020 processor, 4GB memory.	X	
c. iOS Devices - Elementary and Secondary		
i. Software- iOS version 16.x	X	
ii. Safari browser	X	
iii. Hardware (based on iPadMR7F2LL/A)- 9.7 inch (diagonal) LED backlit, multi-touch with IPS technology, Wireless-A, Wireless-AC, Wireless-G, Wireless-N	X	
2. Networking Environment		
a. District Internet Bandwidth		
i. 2 Comcast ENI circuits to provide a total district bandwidth of 16 Gbps of Internet Service to the Data Center which is then distributed to the entire district via the size and type of WAN circuits.	X	
b. Firewall Protection		
i. Cisco Firewalls	X	
c. Local Area Network and Wireless Infrastructure		

Device/Software	Compatible	Not Compatible
i. All Schools/Sites use either 1 Gbps or 10 Gbps fiber backbone connections between their MDF & IDF network closets	X	
ii. All Schools/ Sites use wireless access points capable of supporting WiFi 6 (IEEE 802.11 ax) wireless standard and are connected at 1 Gbps, or greater, to multi-gig switches.	X	

G. Professional Learning/Training

The proposed solution shall include training for implementation and for continued professional development on-site and/or via web-based seminars.

Professional development provided by the Professional Services Team from Nearpod is customizable to meet the established learning needs of the district. Consultation with a District Strategy Consultant provides the insight needed to begin to develop appropriate sessions. Prior to professional development sessions, districts are encouraged to do a pre-assessment to determine the skills that their Nearpod users have and what skills are needed to meet the district expectations for using Nearpod to deliver instruction. Following the sessions, a post-assessment is available to evaluate the learning and implementation of the skills. The data from both pre and post assessments are available as part of a follow up discussion with the District Strategy Consultant.

A virtual session can be facilitated through a webinar platform with two options. Participants can all join the webinar from individual locations, or participants can be located in the same physical location and the Nearpod Professional Services member can be projected from the webinar at the front of the room. The materials provided during the session includes an interactive experience with the facilitator using the Nearpod platform. Participants are encouraged to access the Notes feature in the lesson to enrich their learning experience and have access to all of the slides, questions and links delivered to their email, Google Drive or OneDrive at the end of the session. Follow up resources after the session include a copy of the Nearpod lesson that was used, a recording of the session from the webinar platform and additional resources through the Teacher Resources website.

Onsite, in-person professional learning options are available. These can be as part of a district professional development day with various sessions offered during the day or as the full agenda for the day with a designated group of participants. An onsite session is an authentic, hands-on learning experience with the facilitator using the Nearpod platform, and a variety of interactive, adult learning strategies. Participants are encouraged to access the Notes feature in the lesson to enrich their learning experience and have all of the slides, questions and links delivered to their email, Google Drive or OneDrive at the end of the session. They are provided with additional resource information such as the Teacher Resources website and a copy of the Nearpod lesson after the session is complete.

Tab 3 - Functional and Implementation

Nearpod is a 100% cloud-based SaaS solution, available 24x7 with no infrastructure, software installation or systems administration required at the district location. Nearpod's application is available to teachers and students on all devices with a modern web browser and internet connection (including all device and network specifications outlined under Tab 2 - F. Device, Software, and Network Specifications).

Account administration for Nearpod can either be automated or manual. Automated methods include Clever, ClassLink, Google, and Office365 for rostering and SSO. If the district does not currently use an auto-rostering method, a .CSV upload can support account administration at the frequency the district chooses for upload. Nearpod currently supports the 1.3 implementation of LTI for LMS integration.

There is no implementation schedule required given the SaaS-based nature of the platform and the already existing implementation. However, Nearpod does offer professional learning and training services as outlined above (in Tab 2 - G. Professional Learning/Training), as well as ongoing Customer Success services for implementation and rollout as needed.

Tab 4 - Technical Requirements

a. Details of Integration - Vendors must comprehensively describe how generative AI will be integrated into their solutions, outlining its intended purpose, functionality, and potential benefits for students and educators.

Nearpod does not currently use generative AI.

b. Data Privacy and Security - Vendors must furnish detailed information about the data privacy and security measures to safeguard student information. These measures must align with FERPA, COPPA, and CIPA requirements.

Nearpod complies with all federal requirements regarding privacy. Please visit <https://renaissance.widen.net/view/pdf/br9e512u2u/Nearpod---Flocabulary-Terms-of-Service-and-License.pdf?t.download=true&u=zceria> to view our privacy policy.

c. Opt-out Mechanism - Vendors must identify the opt-out mechanism within the available generative AI features.

N/A. Nearpod does not currently use generative AI.

d. Data Retention Policy - Vendors must present a well-defined data retention policy specifying the duration for which generative AI features will store student data and details regarding the deletion or anonymization process of data stored by the vendor.

Data is deleted from transactional data stores and object storage. AWS supports secure deletion. We delete student records only when requested in writing by a school district, when required to do so by law or court order, or within 90 days after a customer terminates their subscription. Permitted data retention includes performance data stripped of personally identifiable information.

Prior to data deletion, Nearpod will offer the customer the opportunity to securely receive that data in a standard file format upon request.

If you decide not to renew or you terminate your Terms of Service and License Agreement with us, we will remove your data from the products. Contractual Customers: When your Terms of Service and License Agreement is up for renewal, we provide you with a 30-day grace period

prior to scheduling your data for removal. We provide these options to ensure we will be able to restore access to your data should there be a lapse in time between your contractual end date and your renewal processing. Following the 30-day grace period, your data will be removed from our primary data storage within 60 days and our backups within 90 days.

e. Privacy Impact Assessment - Vendors must provide identified potential risks to student data privacy and steps in place to mitigate these risks.

Nearpod takes student data and privacy very seriously and is a proud signatory of the [Student Privacy Pledge](#). Please see our [Data Protection Addendum](#), incorporated into our standard license agreement, for details regarding the categories of information we collect as part of the service, information security controls we maintain to protect the data, and additional ways we minimize usage and risks for student data and comply with applicable privacy laws.

Student accounts are not required to use our platform, allowing students to join via pincode. In cases where student accounts are used, they are accessible only using rostering and SSO services. All student information is de-identified at termination of contract per our data retention policy outlined above.

Tab 5 - Default, Termination and Barred Certification Statement

Upon information and belief, Nearpod certifies (i) that it has not defaulted on any government contract in the last five years, (ii) that no government has terminated a contract with the Offeror for cause in the last five years, and (iii) that neither it nor any of its officers, directors, partners, or owners is currently barred from participating in any procurements by any federal, state, or local government body.



Tab 6 - Offeror Qualifications and Experience

As an engaged partner with Henrico County Public Schools, since 2015, educators and students across all Henrico schools currently have access to the Nearpod Premium Plus instructional delivery platform and our Digital Citizenship & Literacy content.

Since our founding in 2012, more than 2 million teachers have used our solutions to differentiate instruction, create robust lessons, track learning, and engage students. Whether using interactive lessons, interactive videos or gamified learning, teachers get real-time insights into student learning with Nearpod. Teachers can upload their existing content and make it interactive using Nearpod's more than 20 formative assessment and rich-media features so that all learning is active and collaborative. In addition, Nearpod's libraries feature over 22,000 standards-aligned lessons, videos and activities created in partnership with leading publishers like Common Sense Education and Smithsonian.

Together, Nearpod platforms and programs reach the 100 largest school districts in the US and are used by over 2 million educators worldwide. In March 2021, Nearpod was acquired by Renaissance, a global leader in assessment, reading and math solutions for pre-K-12 schools and districts. To learn more about Nearpod, visit www.nearpod.com. For more about Renaissance, visit www.renaissance.com.

Henrico County Public Schools' dedicated team will include the following individuals:

[REDACTED]

[REDACTED]

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[REDACTED]



Tab 7 - References

In this tab, Offerors should include a minimum of three references from firms in Virginia, or in other states, where the Offeror has provided services similar to the services being solicited in this RFP. The information provided should include a contact person's name, position, up to date telephone number and email address, the person's location, and the time period of the services performed.

Brandywine School District

- Contact Name: Lauren Johnson, Coordinator of Instructional Technology
- Email: lauren.johnson@bsd.k12.de.us
- Phone: 302.761.4151
- Address: 1311 Brandywine Blvd, Wilmington, DE 19809
- Customer since 2017

Prince William County Public Schools

- Contact Name: Tim Cruz, Supervisor of Virtual Learning and Innovation/Department of Information and Instructional Technology
- Email: cruztw@pwcs.edu
- Phone: 571.268.3980
- Address: 14715 Bristow Rd, Manassas, VA 20112
- Customer since 2018

Williamsburg-James City County Public Schools

- Contact Name: Kristin Barr, Director of Instructional Technology
- Email: kristin.barr@wjccschools.org
- Phone: 757.603.6485
- Address: 117 Ironbound Rd., Williamsburg, VA 23185
- Phone: 757.603.6485
- Customer since 2015

Tab 8 - Pricing/Cost Proposal

Attachment I

Pricing Scenario

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

Offeror: Nearpod and Flocabulary by Renaissance	Name of Program: Nearpod Premium Plus and 21st Century Learning program (which includes Digital Citizenship & Literacy, Social Emotional Learning, College and Career Readiness and Financial Literacy), for 1 year.	
Scenario		
Provide pricing for an annual subscription for district licenses as listed below:	Price	Methodology on how price was calculated
Price for District License (73 schools and centers) Elementary: 46 (22,164 students) Middle: 13 (10,907 students) High: 9 (15,386 students) Advanced Career Education (ACE): 3 Alternative program center: 1* Henrico Virtual Academy: 1	\$ 137,046	The price offered is derived from many years of working together. Since 2015, we have honored an equitable and fair pricing model of a 3% increase YoY. Paying for 35% of your enrollment yet still providing district-wide access k-12
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	\$ 3,240.00	
Price per student based on the District License and Professional Development divided by the number of students the proposal is being submitted for	\$ 2.90 per student	
Implementation	\$ N/A	
Annual Maintenance/Renewal	\$	Renew annually unless within a multiyear agreement
	\$	
Grand Total	\$ 140,286.00	
<p>** It should be noted that students and their teachers who are enrolled in any of our alternative program centers (i.e. GRAD, PLC) should have access to any Division Wide purchases made at the PK-12 (75 Schools) or level at no additional cost. The teachers and students exist as their own entity in PowerSchool and Clever but would need access to division-level purchases and resources provisioned by their homeschool.</p>		

Pricing Options

Attachment J

Provide pricing as it relates to the proposed solution	Price
Price per student	\$ 7.93
Price per teacher	\$ Addl. info required
Price per classroom	\$ N/A
Price per site	\$ 5075.20
Price for District License PK-5	\$175,760.52
Price for District License 6-8	\$86,492.51
Price for District License 6-12	\$212,318.78
Price for District License 9-12	\$122,010.98
Price for District License PK-12	\$137,046.00
1 day of Professional Development- train the trainer model (20 Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 +)	\$2500.00
1 day of Professional Development - price per teacher	N/A
1 day of Professional Development for Secondary School Staff- approximately 35 - 100	\$2500.00
Additional Professional Development models	\$ 450 Virtual 2hr
Printed materials — provide list of pricing for each product offered	\$ N/A
Consumables — provide list of pricing for each product offered	\$ N/A

OPTION to AddON Flocabulary Plus, priced at 49% of your enrollment yet still providing district-wide access @ \$1.73 per student for 48,547 students = \$84,150 for 1 year.

Sales Order For:		Contact Information:	
Account	HENRICO CO PBLC SCHS	Company Name	Nearpod, LLC
Address	PO BOX 23120 RICHMOND, Virginia 23223 UNITED STATES	Address	2911 Peach Street Wisconsin Rapids, WI 54494
Contact	Doug Saunders	Nearpod Contact	Bryan Greer bryang@nearpod.com
		Company Phone	305-677-5030
Service Start:	09/01/2024	Please Note: If you are a <i>Tax-Exempt Customer</i> , please include your Sales Tax-Exempt Certificate with signed documents/proof of payment. Otherwise, applicable tax will be included in your invoice.	
Service End:	08/31/2025		
Ask your Nearpod Rep about locking in your rate for up to 3 years with multi-year pricing.			

PRODUCTS

Product	Quantity	Total
Nearpod Premium Plus - District	District-wide	\$102,923.00
Nearpod's 21st Century Readiness Program	District-wide	\$34,123.00
Online Training	8 - Trainings	\$3,240.00
	Total	(USD) \$140,286.00

Special Terms:
<p>This solution is designed to support Henrico County Schools with district-wide access to Nearpod Premium Plus and 21st Century Learning program (which includes Digital Citizenship & Literacy, Social Emotional Learning, College and Career Readiness and Financial Literacy), for 1 year.</p> <p>Training and PD are virtual training sessions.</p> <p>OPTION to AddON Flocabulary Plus, priced at 49% of your enrollment yet still providing district-wide access @ \$1.73 per student for 48,457 students = \$84,150 for 1 year.</p>

Product Description Detail

Nearpod Premium Plus - District

Nearpod Premium Plus - District:

Nearpod Premium Plus, including unlimited access to:

- Nearpod's lesson, video, and activity creation and delivery platform with 20+ formative assessment and media features
- Nearpod Lesson Library with 8,500+ standards-aligned, interactive lessons for all K-12 subject areas, featuring favorite educational brands
- Nearpod Video & Activity Library with 10,200+ standards-aligned interactive videos and 3,300+ activities for all K-12 subject areas, featuring favorite educational brands, that can be used on their own, or added to Nearpod slides lessons
- District features including larger class sizes, unlimited storage, School and District shared Libraries, LMS integration, and more
- Premium Plus lesson delivery features, including Live Teacher Annotation, Co-Teaching, and Live to Student-Paced

Nearpod's 21st Century Readiness Program

Nearpod's 21st Century Readiness Program connects skills across topics such as Social & Emotional Learning, Digital Citizenship, Financial Literacy, and College & Career Readiness to help students thrive in the classroom of today and the world of tomorrow. The Program includes:

- 21st Century Readiness library: Ready-to-teach lessons, videos, and activities for every grade level
- Nearpod's enhanced UX experience and content discovery: Lessons and resources aligned to connect skills and knowledge that help develop the whole learner
- Exclusive feature access to Brain Breaks: Exclusive energizing or calming Brain Break videos to refocus the class when students need a break

Online Training

Online Training:

Webinar: Up to 2-hour session with a Nearpod Trainer for up to 50 participants.

Training Policy

Training Cancellation Policy

Nearpod requests 48 hours notice to cancel or reschedule a confirmed session. If the session is not canceled but no one attends, this session will be considered expired.

Minimum Attendance Policy

Nearpod requests that at least 10 participants attend a confirmed training session. If there are fewer than 10 participants, the session may be modified and will not be recorded.

Free Training Resources

Access to daily public webinars, on-demand webinars and how-to resources and videos can be accessed here: <http://nearpod.com/resources>

Terms

This Sales Order is valid until:

Service will run from 09/01/2024 until 08/31/2025, or from when customer is first provided access to the purchased service(s) for a length of time equal to the time between the Start Date and End Date, whichever is later. The agreed upon price for this timeframe is (USD) \$140,286.00.

Nearpod price quotes are confidential, unless disclosure is required by subpoena or state law. Education List Pricing is only available for PreK-12 Education customers. Please submit this price quote attachment with your Purchase Order. Tax-exempt customers should include their tax-exempt number on their Purchase Order.

This Sales Order covers the Nearpod and/or Flocabulary Services described herein and is governed by the Nearpod Terms and Conditions available online at: <https://nearpod.com/terms-conditions>, the Nearpod Privacy Policy available online at: <https://nearpod.com/privacy-policy>, the Flocabulary Terms of Use available online at: <https://flocabulary.com/terms-of-use/>, and the Flocabulary Privacy Policy available online at: <https://flocabulary.com/privacy-policy/>, as applicable.

Customers providing a Purchase Order are required to remit payment within 30 days of invoicing. Otherwise, payment is required within 7 business days. Failure to remit payment may cause a disruption in service. By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Sales Order and any documents incorporated herein.

If you are a Tax-exempt customer, please include your Sales Tax-Exempt Certificate with signed documents/proof of payment. Otherwise, applicable tax will be included in your invoice.

Purchase Order Information (REQUIRED):

Yes [] – Please provide PO number below

No []

PO Number: _____

Name: _____

Signature: _____

Date: _____

Tax Exempt #: _____

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Nearpod, LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 2911 Peach Street	Requester's name and address (optional)
	6 City, state, and ZIP code Wisconsin Rapids, WI 54494	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
				-						
or										
Employer identification number										
4	6		-	0	9	9	3	6	7	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► Ted Wolf
Ted Wolf, Jan 10, 2024 09:01 CST

Date ► Jan 10, 2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Tab 9 - Exceptions

COUNTY OF HENRICO GENERAL TERMS AND CONDITIONS

Nearpod, LLC respectfully requests to negotiate the following terms in any agreement resulting from an award under the RFP No. 24-2625-1ARA Digital Creation Programs for PK-12 for Henrico County Public Schools. Nearpod's requested edits to the term are indicated in red underlined or stricken text:

Nearpod's Terms and Conditions and Privacy Policy apply to all subscriptions purchased under this bid. In the event of a conflict between the terms of these General Conditions, and Nearpod's T&Cs (www.nearpod.com/terms-conditions) or Flocabulary's Terms of Use (www.flocabulary.com/terms-of-use), as applicable, these General Terms shall take precedence.

D. Accessibility

Contractor will provide the applicable VPAT for the solution offered to the District, and additional information regarding its solution development roadmap related to WCAG 2.0.

- ~~1. The solution must comply with the Information Technology Access Act (Code of Virginia 2.2-3500).~~
- ~~2. The solution shall be accessible to persons with disabilities including:~~
 - ~~a. Blindness, color blindness, visual impairment~~
 - ~~b. Deafness, hearing impairment~~
 - ~~c. Speech impairment~~
 - ~~d. Mobility, strength, dexterity or reach impairment~~
- ~~3. The solution shall support the use of commonly available screen readers.~~
- ~~4. The solution shall comply with Federal Web Accessibility Standards (part of Section 508 of the Rehabilitation Act).~~
- ~~5. The solution shall meet Level A and Level AA guidelines as specified by the W3C's WCAG 2.0 guidelines.~~

General Contract Terms and Conditions:

B. Award of the Contract

1. The County reserves the right to reject any or all proposals and to waive any informalities.
2. The Successful Offeror must, within fifteen (15) calendar days after Contract documents are presented for signature, execute and deliver to the Purchasing office the Contract documents and any other forms or bonds required by the RFP.
3. The Contract resulting from this RFP is not assignable, except to the extent of an assignment to its parent company which shall not require prior written approval.
4. Notice of award or intent to award may also appear on the Purchasing Office website: <http://henrico.us/finance/divisions/purchasing/>.

F. Termination by County

3. Termination for Convenience

- a. The County may terminate the Contract, in whole or in part, whenever the Purchasing Director determines that such termination is in the County's best interest.
- b. The County must give the Successful Offeror ninety (90) days written notice of a termination for convenience. The notice must specify the extent to which the Contract is terminated and the effective termination date. The effective termination date shall be at least seven calendar days after the date the County issues the notice of termination for convenience.
- ~~c. An equitable adjustment in the Contract price shall be made for unpaid services~~

~~satisfactorily rendered and goods satisfactorily delivered before the date the Successful Offeror receives the notice of termination. The Successful Offeror shall not be entitled to payment for services rendered or goods delivered after the date the Successful Offeror receives the notice of termination, and the Successful Offeror shall not be entitled to payment for any costs it incurs after the date it receives the notice of termination. Fees paid or owing are non-refundable and non-cancellable.~~

d. Unless the County's notice specifies otherwise, the Successful Offeror must stop work on the date it receives the notice of termination.

e. Unless the parties expressly agree otherwise, the County may transmit notices of termination for convenience by email, USPS First-Class Mail®, or courier or overnight delivery service. The Successful Offeror shall be deemed to be in receipt of any notice emailed on the day the County sends it. The Successful Offeror shall be deemed to be in receipt of any notice sent by USPS First-Class Mail® three business days after the date shown in the postmark. The Successful Offeror shall be deemed to be in receipt of any notice the County sends by courier or overnight delivery service on the date of delivery as confirmed by the courier or overnight delivery service.

M. Assignment of Contract

~~Except to the extent of an assignment to its parent company which shall not require prior written approval~~, A a contract shall not be assignable by the Successful Offeror in whole or in part without the written consent of the County

N. Indemnification

The Successful Offeror agrees to indemnify, defend, and hold harmless the County (including Henrico County Public Schools), and the County's officers, agents, and employees ("Indemnified Parties") from any third party damages, liabilities, and costs, including attorneys' fees, arising from any claims, demands, actions, or proceedings made or brought against one or more of the Indemnified Parties by any person, including any employee of the Successful Offeror, related to the negligent or intentional misconduct in the provision of any services, ~~the failure to provide any services, or the use of any services or materials furnished (or made available)~~ by the Successful Offeror, except that such indemnification obligation shall not apply to the extent provided that such liability is ~~not~~ attributable to the ~~sole~~ negligence of the County.

Insurance - Additional Requirements; page 28

Please note that Nearpod does not provide Professional Liability coverage, but we can offer E&O coverage. Nearpod will provide a Certificate of Insurance upon award, documenting the coverage we can agree to provide.

Contract Template

Please note to the extent HCPS requires Contractors to agree to any additional terms or conditions in Attachment G not included in the RFP, Nearpod reserves the right to negotiate such additional terms.

Tab 10 - Assumptions

Nearpod LLC has no assumptions to include.

Acknowledgment of Addenda

COUNTY OF HENRICO



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

April 8, 2024

ADDENDUM NO. 1

Request for Proposal #24-2625-1ARA

SUBJECT: Digital Creation Programs for Pk-12 for Henrico County Public Schools

DUE DATE: April 15, 2024

CHANGE DUE DATE to: April 18, 2024

Question:

Please make the following changes, corrections, additions or deletions to the above referenced

Question and Answer

- Question- We are wondering if this would be a good fit for us as we provide educational curriculum to secondary schools. Examples are Social Entrepreneurship, College Counseling, Workforce Development, Career discovery, etc...
- Answer- This would not be a good fit, as this product focuses on providing curriculum/content and we are looking for products that enables student creation to demonstrate learning.

Sincerely,

Amy Anthes
Purchasing Analyst III
Ant041@henrico.us

Signature: Ted Wolf

Print Name: Ted Wolf

Company: Nearpod LLC

Date: 04 / 19 / 2024



COMMONWEALTH OF VIRGINIA

COUNTY OF HENRICO

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

April 9, 2024

ADDENDUM NO. 2

Request for Proposal #24-2625-1ARA

SUBJECT: Digital Creation Programs for Pk-12 for Henrico County Public Schools

DUE DATE: April 18, 2024

CHANGE DUE DATE to: April 19, 2024 at 2:00 PM

Question:
Please make the above change to the above referenced

Sincerely,

Amy Anthes
Purchasing Analyst III
Ant041@henrico.us

Signature: Ted Wolf

Print Name: Ted Wolf

Company: Nearpod LLC

Date: 04 / 19 / 2024

Tab 11 - Appendices (Nearpod VPAT)

