



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

DATE:	June 30, 2024	Revised October 1, 2024
CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i>	RTI Reading (K-12) Curriculum for Tier I, II and III	
CONTRACT NUMBER:	2114C	
COMMODITY CODE:	924.16	
CONTRACT PERIOD:	July 1, 2024 through June 30, 2025	
RENEWAL OPTIONS:	One (1)) one-year renewal through 2026	
USER DEPARTMENT:	Schools	
	Contact Name:	Kennedy Williams Venaglia
	Phone Number:	804-652-3640
	Email Address:	Kmw3@henrico.k12.va.us
HENRICO COOPERATIVE TERMS INCLUDED:	Yes	
SUPPLIER:	Name:	Center for Collaborative Classroom
	Address:	1001 Marina Village Parkway, Suite 110
	City, State:	Alameda, CA 94501
	Contact Name:	Maria Arnett
	Phone Number:	757-621-8070
	Email address:	marnett@collaborativeclassroom.org
ORACLE SUPPLIER NUMBER:	41159	
BUSINESS CATEGORY:	Non Swam	
PAYMENT TERMS:	Net 45 days	
DELIVERY:	N/A	
FOB:	N/A	
BUYER:	Name:	Eileen M. Falcone CPPB
	Title:	Assistant Division Director
	Phone:	804-501-5637
	Email:	Fal51@henrico.us

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

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

Contract 2114C

First Amendment

First Amendment to the Non-Professional Services Contract 2114C (this "First Amendment") dated October 1, 2024, between the County School Board of Henrico County, Virginia ("HCPS") and Center for Collaborative Classroom ("**Contractor**"), amends the Non-Professional Services Contract between HCPS and the Contractor dated June 22, 2021 ("**Contract**").

Background

Pursuant to the Contract, the Contractor agrees to provide HCPS RTI Reading (K-12) Curriculum for Tier II and Tier III.

The parties wish to add additional programs to the pricing list.

Accordingly, the parties agree as follows:

Amendment

1. The Contract is amended to replace Exhibit D of the Contract with Exhibit D1, which is attached hereto and incorporated herein by reference, and which includes SIPPS Plus 3rd edition and SIPPS Plus 4th edition.
2. Except as amended by this First Amendment, the Contract remains unchanged and in full force and effect.

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

Center for Collaborative Classroom
1001 Marina Village Parkway Suite
Alameda, CA 94501

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

Diksha Shrestha

Signature
Diksha Shrestha, Sales Operations Coordinator

Printed Name and Title
10/01/2024

Date

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

Purchasing Director
10/22/24

Date

APPROVED AS TO FORM

[Signature]
10/15/24

ASSISTANT COUNTY ATTORNEY

Reading Intervention										
Product Number	Program Name	ISBN	Description	Cost per Unit	5	10	15	20		
SPS4-CPB	SIPPS Beginning Level, 4th Ed.	978-1-68246-917-0	Includes Teacher's Manual in a three-ring binder, Handheld Spelling-Sound cards (2 sets), Handheld Sight Word Cards (2 sets), Sight Word Wall Cards, Spelling-Sound Wall Cards, Reproducible Practice Reading Stories, Story Posters, Little Books (6 sets), Teacher's Portfolio for instructional materials, <i>Learning Letter Names</i> , and <i>Intensive Multisensory Instruction for SIPPS</i> , and a 7-year digital license to the digital Teacher's Manual with embedded professional development and links to electronic assessment support and a web-based card app.	\$1,050	\$5,250	\$10,500	\$15,750	\$21,000		
SPS4-CPE	SIPPS Extension Level, 4th Ed.	978-1-68246-932-3	Includes Teacher's Manual in a three-ring binder, Handheld Spelling-Sound Cards (2 sets), Handheld Sight Word Cards (2 sets), Spelling-Sound Wall Cards, Story Books (set of 12), Teacher's Portfolio for instructional materials, <i>Intensive Multisensory Instruction for SIPPS</i> , and a 7-year digital license to the digital Teacher's Manual with embedded professional development and links to electronic assessment support and a web-based card app.	\$650	\$3,250	\$6,500	\$9,750	\$13,000		
SPS3-CPP-REV	SIPPS Plus, 3rd Ed.	978-1-68246-453-3	Includes Teacher's Manual in a three-ring binder, Handheld Spelling-Sound cards (2 sets), Handheld Sight Word Cards (2 sets), Spelling-Sound Wall Cards, Dreams on Wheels decodable readers (set of 12), Teacher's Portfolio for instructional materials, <i>Intensive Multisensory Instruction for SIPPS</i> , and a 7-year digital license to the digital Teacher's Manual with embedded professional development and links to electronic assessment support and a web-based card app.	\$750	\$3,750	\$7,500	\$11,250	\$15,000		

Collaborative Classroom

SIPPS Detailed Pricing List, Henrico County Public Schools

Product Number	Program Name	ISBN	Description	Cost per Unit	5	10	15	20
SPS4-CPC	SIPPS Challenge Level, 4th Ed.	978-1-68246-942-2	Includes Teacher's Manual in a three-ring binder, Handheld Sight Syllable Cards, Handheld Spelling-Sound Cards, Irregular Sight Syllables Wall Chart, Spelling-Sound Wall Chart, Teacher's Portfolio for instructional materials, <i>Intensive Multisensory Instruction for SIPPS</i> , and a 7-year digital license to the digital Teacher's Manual with embedded professional development and links to electronic assessment support and a web-based card app.	\$550	\$2,750	\$5,500	\$8,250	\$11,000
SPS4-CPP	SIPPS Plus, 4th Ed.	978-1-68246-956-9	Includes Teacher's Manual in a three-ring binder, Handheld Spelling-Sound cards (2 sets), Handheld Sight Word Cards (2 sets), Spelling-Sound Wall Cards, Dreams on Wheels decodable readers (set of 12), Teacher's Portfolio for instructional materials, <i>Intensive Multisensory Instruction for SIPPS</i> , and a 7-year digital license to the digital Teacher's Manual with embedded professional development and links to electronic assessment support and a web-based card app.	\$825	\$4,125	\$8,250	\$12,375	\$16,500

Adding SIPPS 4th Edition

ADDITIONAL SUPPLEMENTAL RESOURCES RECOMMENDED FOR EFFECTIVE IMPLEMENTATION

Product Number	Program Name	ISBN	Description	Cost per Unit	5	10	15	20
PLS-CL	The Professional Learning System for Collaborative Literacy	978-1-68246-771-8	The Professional Learning System for Collaborative Literacy includes a blend of print and digital materials that empower school and district leaders to successfully implement Collaborative Literacy after adoption. The system helps leaders plan for every stage of implementation from preparing for initial implementation through Year 2 and beyond, offering opportunities for reflection and guidance for troubleshooting along the way.	\$300	\$1,500	\$3,000	\$4,500	\$6,000

Annual Fee Per school	Enhanced Tech Package	Annual Fee Per school	Annual fee, per school, covers the following: Synchronized Roster Management with a designated Org Admin, teachers will get 360 views of their students, schools/Districts will have aggregate reporting dashboards (coming soon), schools/districts will have Single Sign On (SSO) to the Portal, and schools/districts can use a Sandbox environment to test their data.	\$250	\$1,250	\$2,500	\$3,750	\$5,000
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CONSUMABLE RESOURCES PURCHASED IN YEARS 2+ OF AN IMPLEMENTATION

Note: Consumables are used when SIPPS is used as a Tier 3 intervention; replacements each year may not be necessary.

Product Number	Program Name	ISBN	Description	Cost per Pack (6 books)	5 (30 books)	10 (60 books)	15 (90 books)	20 (120 books)
SPS4-TWB-Q6	SIPPS: Trace and Write: Beginning Level	978-1-68246-929-3	Includes 6 copies of Trace and Write: Beginning Level.	\$30	\$150	\$300	\$450	\$600
SPS4-TWE-Q6	SIPPS: Trace and Write: Extension Level	978-1-68246-941-5	Includes 6 copies of Trace and Write: Extension Level.	\$30	\$150	\$300	\$450	\$600
SPS3-TWP-Q6	SIPPS: Trace and Write: SIPPS Plus	978-1-68246-365-9	Includes 6 copies of Trace and Write: SIPPS Plus.	\$30	\$150	\$300	\$450	\$600

PROFESSIONAL LEARNING

Session Type	Professional Learning Sessions (Suggested)	Daily/Hourly	Cost
On-site	On-site Professional Learning, Standard In-person	Daily, per consultant, ~50 participants	\$3,000
Virtual	Virtual Learning, Standard Hourly Rate	Hourly, per consultant, ~20 participants	\$400
Virtual	Virtual Learning, Standard Hourly Rate	Hourly, 2 consultants, 21-100 participants	\$700

SHIPPING

- Orders under \$30—add \$5
- Orders from \$30 to \$100—add \$7
- Orders over \$100—add 8% of the materials subtotal
- Orders over \$10,000 shipping to one location—add 4% of the materials subtotal
- Orders over \$25,000—free shipping
- Orders outside the U.S.—rate varies by location, minimum \$10

I. SCOPE OF SERVICES

A. General Requirements:

1. The proposed solution shall cover remediation and intervention for all areas of reading (decoding, phonemic awareness, comprehension, fluency, and vocabulary). Offerors shall also include programs that offer comprehensive literacy support (including writing support) for our Tier I and Tier II students.
2. Materials provided shall be in a print or a blended format, printed and digital programs. Digital programs must coincide with printed materials. Digital programs that do not coincide with printed materials will not be considered.
3. Options for materials and strategies provided will be consistent across all schools at each level (elementary, middle, and high) within the HCPS system.
4. The proposed solutions shall have content scaffolding to include a tiered approach and acceleration for students who need additional help with reading skills and those who need to demonstrate reading gains of one or more years.
5. Intervention materials shall be scripted, explicit, systematic, and simple in design, allowing personnel with varying field experience to successfully instruct lessons that address one or more of the major areas of reading (decoding, phonemic awareness, comprehension, fluency, and vocabulary) and support a variety of instructional settings.
6. Instructional materials for students receiving interventions shall include leveled materials, covering an appropriate range of reading levels and provide engaging tasks that are age-appropriate, high interest, and support and remediate basic skills, linking activities to diagnostic assessments.
7. Materials used for Tier II Intervention should target the improvement of basic skill deficits while supporting and enhancing Tier I (Virginia SOLs) instructional objectives in a different instructional design rather than replace or duplicate it. Tier II is *not* a SOL Remediation Program. Program alignment to the VA SOLs could be beneficial in prescribing its use in remediation.
8. Materials used for Tier II Intervention will include student workbooks, manipulatives, and ancillary materials essential for full implementation and will be consistent across the school division and correlated to essential reading components.
9. Materials used for Tier II or III Intervention may not be grade-level specific in order to provide intervention that meets the instructional level of each student. The Successful Offeror(s) may choose to include some Tier I materials that could be used for Tier II and Tier III Interventions for students not yet functioning on grade level.
10. Tier III materials should provide intensive, explicit, systematic instruction. These materials should be targeted to specific academic deficits.

III. TECHNICAL SPECIFICATIONS

A. User Interface

1. Browser Support – the proposed solution shall:
 - a. Be compatible with the current versions of multiple browsers- at minimum, current versions of Internet Explorer, Edge, Safari, Firefox, and Chrome browsers.
 - b. Maintain compatibility with listed browsers and future versions/updates/releases of the listed browsers for the duration of the contract.
 - c. Only require standard browser plugins.
2. The proposed solution will be compliant with the Americans with Disabilities Act requirements for accessibility.
3. The proposed solution shall be cloud-based and delivered via the Internet over wireless LANs to the client's browser.
4. The proposed solution shall provide an intuitive user interface that allows for ease of use by teachers and students.
5. The proposed solution shall support mobile technology including but not limited to the specific mobile devices currently used in HCPS (iOS, Chromebooks and Android Platforms).

B. Integration

1. The proposed solution shall provide methods for user account administration that are easy to use and maintain.
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.
3. The proposed solution shall allow for LTI, Azure Active Directory or LDAP as a method of authentication and authorization.
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.
5. Any requirements for student, staff, course, roster or school information must be supported through a common specification. The exchange of data must be through a common protocol and not require the installation of vendor-specific software in the HCPS internal infrastructure. HCPS currently supports the following means of exchanging student information in order of preference but will accept other non-vendor specific protocols:
 - a. LTI integration as a Tool Provider (TP) with our LMS Solution (Schoology);
 - b. SIF - Student Information framework;
 - c. Exchange of information through Clever - a third party vendor for exchanging common data for school systems (The Successful Offeror is responsible for any costs incurred with Clever implementation);
 - d. API integration with our SIS, PowerSchool; and,
 - e. File exchange to a vendor-supported sFTP server.
6. No additional fees may be charged to HCPS for data integration
7. Solutions that allow for seamless integration of their product through the IMS Global interoperability standards are preferred and shall support the LTI version 1.1® or higher certified as a Tool Provider with HCPSs LMS Solution (Schoology).

C. Infrastructure and System Administration

1. 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.
2. The proposed solution will provide a secure, web-based system for data in transit and at rest.
3. Successful Offeror(s) will document compliance with all local, state, and federal laws related to student data privacy.
4. The proposed solution shall contain neither commercial content nor serve as a vehicle to market goods and services.
5. The proposed solution is required to handle at least 60,000+ concurrent HCPS users with no latency.
6. 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.
7. 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.

D. Computer, Software, and Network Specifications:

The proposed solution 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)

1. All Staff District-wide; High and Middle School Students
 - a. Software
 - i. OS – Windows 10, 1903 : 64-bit
 - ii. Browsers – Internet Explorer 11; Google Chrome 76.x or above; Microsoft Edge 44.18362.10
 - iii. Java – 1.8.0_171 or above
 - iv. PDF Reader - embedded within Chrome and Edge
 - v. Adobe Reader - standalone application
 - vi. Flash Player – embedded with all browsers
 - vii. Adobe Shockwave – 12.2 or above
 - viii. Silverlight: 5.1.x or above
 - b. Hardware (Based on Latitude 3380s model):
 - i. Dimensions & Weight
 1. Width: 13.19" / 335mm
 2. Height: (front/back) 1.06"/26.8mm to 1.22"/30.9 mm
 3. Depth: 8.80" / 223.3mm 14.0-inch HD Display
 4. Weight 4lbs
 - ii. 13.3-inch HD Anti-Glare LED display
 - iii. 128GB SSD Hard Drive
 - iv. 2.50 GHz Intel® i5 Processor-Dual Core
 - v. 8GB DDR3 SDRAM
 - vi. USB Ports

1. 2.0 - (USB/eSATA combo)
 2. 3.0 – 2
 - vii. Video output:
 1. HDMI
 - viii. Video Card
 1. 128MB Dedicated VRAM
 2. 1366X768 - Native Resolution
 - ix. Network Connections:
 1. Built-in Wireless Card (802.11ac)
 2. 10/100/1000 Gigabit Ethernet
 - x. Other inputs:
 1. Stereo headphone/Microphone combo jack
 2. Integrated, noise reducing array microphone
 3. Integrated HD video webcam
2. Elementary Students: Windows Laptops (limited in numbers)
 - a. Software
 - i. OS – Windows 10, 1803 : 64-bit
 - ii. Browsers – Internet Explorer 11; Google Chrome 66.x+ or above; Microsoft Edge 42.17134.1.0 or above
 - iii. Java – 1.8.0_171 or above
 - iv. PDF Reader - embedded within Chrome and Edge
 - v. Adobe Reader - standalone application
 - vi. Flash Player – embedded with all browsers
 - vii. Adobe Shockwave – 12.2 or above
 - viii. Silverlight: 5.5.x or above
 - b. Hardware (Latitude 3180 Education model):
 - i. Dimensions & Weight
 1. Width: 11.94" / 303.3mm
 2. Height: .82" / 20.8mm
 3. Depth: 8.11" / 206.0mm
 4. Weight 2.79 lbs / 1.27kg
 - ii. 11-inch HD - Display
 - iii. 64GB eMMC Storage - Hard drive
 - iv. Intel® Pentium® Processor N4200
 - v. 4GB 1600MHz LPDDR3
 - vi. USB Ports
 1. 3.1 Gen 1 – 2
 - vii. Video output:
 1. HDMI - full size
 - viii. Video Card
 1. Intel integrated HD graphics 4600
 2. Optional AMD Radeon HD 8690M with 2GB memory
 - ix. Network Connections:
 1. Intel Dual Band Wireless-AC 7265 802.11AC Wi-Fi + BT 4.0 LE Wireless Card (2x2)
 - x. Other inputs:
 1. 2 speakers
 2. 1 Combo headphone/microphone jack
 3. USB card reader
 4. Integrated HD video webcam
3. Elementary Students: Dell Chromebooks (primary device for all elementary students)
 - a. Software
 - i. Google Chrome 75.x+ or above

- b. Hardware (Based on Dell Chromebook 11 3180 model):
 - i. Dimensions & Weight
 - 1. Width: 11.94" / 303.3mm
 - 2. Height: 0.81" / 20.75mm
 - 3. Depth: 8.11" / 206mm
 - 4. Weight 2.79 lbs / 1.27kg
 - ii. 11.6-inch HDF - Display
 - iii. 16GB eMMC - Hard drive
 - iv. Celeron N3060 - Processor
 - v. 4GB Memory - Memory
 - vi. USB Ports
 - 1. 2 USB 3.1 Gen 1
 - vii. Video output:
 - 1. Full size HDMI
 - viii. Video Card
 - 1. Intel integrated HD graphics 4600
 - ix. Network Connections:
 - 1. Built-in Wireless Card (802.11a/g/n)
 - x. Other inputs:
 - 1. 2 speakers
 - 2. Headphone/Microphone jack
4. iOS Devices - Elementary and Secondary
- a. Software
 - i. iOS version - 12.x
 - ii. Safari browser
 - b. Hardware (Based on iPad MR7F2LL/A)
 - i. Dimensions and Weight
 - 1. Height: 9.4 inches
 - 2. Width: 6.6 inches
 - 3. Depth: 0.29 inches
 - 4. Weight: 16.48 ounces
 - 5. A10 Fusion chip with 64-bit architecture, Embedded M10 coprocessor
 - ii. Display:
 - 1. 9.7-inch (diagonal) LED-backlit glossy widescreen
 - 2. LED Backlit with Multi-touch with IPS technology
 - a. 2048-by-1536-pixel resolution.
 - b. Retina Display
 - iii. 32GB Storage
 - iv. Wireless-A, Wireless-AC, Wireless-B, Wireless-G, Wireless-N
 - v. Bluetooth 4.2 Technology
 - vi. Camera, Photos and Video Recording:
 - 1. Camera
 - a. 8-megapixel camera
 - b. Live Photos
 - c. Autofocus
 - d. Panorama (up to 43 megapixels)
 - e. HDR for photos
 - f. Exposure control
 - g. Burst mode
 - h. Tap to focus
 - i. Timer mode
 - j. *f*/2.4 aperture
 - k. Five-element lens
 - l. Hybrid IR filter

- m. Backside illumination
 - n. Auto image stabilization
 - o. Face detection
 - p. Photo geotagging
 - 2. Video Recording
 - a. 1080p HD video recording (30 fps)
 - b. Slo-mo (120 fps)
 - c. Time-lapse video with stabilization
 - d. Video image stabilization
 - e. Face detection
 - f. 3x video zoom
 - g. Video geotagging
 - 3. FaceTime HD Camera
 - a. 1.2-megapixel photos
 - b. Live Photos
 - c. *f*/2.2 aperture
 - d. Retina Flash
 - e. 720p HD video recording
 - f. Backside illumination
 - g. HDR for photos and videos
 - h. Face detection
 - i. Burst mode
 - j. Exposure control
 - k. Timer mode
- vii. Power and Battery:
 - 1. Built-in 32.4-watt-hour rechargeable lithium-polymer battery
 - 2. Up to 10 hours of surfing the web on Wi-Fi, watching video, or listening to music
 - 3. Charging via power adapter or USB to computer system
- viii. Sensors:
 - 1. Touch ID (Fingerprint identity sensor built into the Home button)
 - 2. Three-axis gyro
 - 3. Accelerometer
 - 4. Barometer
 - 5. Ambient light sensor
- ix. Accessibility:

Accessibility features help people with disabilities get the most out of their device. With built-in support for vision, hearing, physical and motor skills, and learning and literacy.

 - 1. Voice-over
 - 2. Zoom
 - 3. Magnifier
 - 4. Siri and Dictation
 - 5. Switch Control
 - 6. Closed Captions
 - 7. Assistive Touch
 - 8. Speak Screen



COMMONWEALTH OF VIRGINIA
COUNTY OF HENRICO

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

Contract 2114C

Agreement between Center for Collaborative Classroom and
The County School Board of Henrico County

This agreement (the "Agreement") dated June 22, 2021, is made and entered into between Center for Collaborative Classroom ("CCC"), and the County School Board of Henrico County, Virginia ("HCPS").

WHEREAS, on February 8, 2021, HCPS issued Request for Proposal No. 21-2114-2EMF (the "RFP"), titled "RTI Reading (K-12) Curriculum for Tier II and Tier III"; and,

WHEREAS, the HCPS selected CCC as one of the Successful Offerors to provide the goods and services requested in the RFP;
and,

WHEREAS, the parties have negotiated the terms and conditions under which CCC will provide goods and services to HCPS;
and,

WHEREAS, the delivery of the goods and services will be provided as set forth in the Agreement Documents.

NOW, THEREFORE, the parties agree as follows:

(1) **Agreement Documents** – The Exhibits listed below are hereby incorporated into and made part of this Agreement, and this Agreement and the incorporated Exhibits are the "Agreement Documents." In the event of conflict among the Agreement Documents, the provisions of this Agreement shall supersede the Exhibits. Except as otherwise described herein, any inconsistency among the Exhibits shall be resolved by giving priority to the Exhibits in the order of the listing below.

EXHIBIT A	License Agreement Addendum
EXHIBIT B	HCPS Data Security Agreement
EXHIBIT C	CCC Terms and Conditions of Use
EXHIBIT D	CCC Pricing dated April 1, 2021
EXHIBIT E	CCC response to Q&A dated March 30, 2021
EXHIBIT F	CCC proposal dated March 3, 2021
EXHIBIT G	Questions and Answers to the RFP dated February 17, 2021
EXHIBIT H	Request for Proposal #21-2114-2EMF dated February 8, 2021

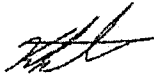
(2) **General Description of Services** – As needed and requested by HCPS during the life of this Agreement, CCC shall provide goods and services in accordance with the Agreement Documents.

(3) **Term** – The term of the Agreement shall be from July 1, 2021 through June 30, 2022. This Agreement may be renewed for up to four (4) additional one-year periods at the sole discretion of HCPS.

- (4) **Compensation** – In accordance with the Agreement Documents, CCC shall provide pricing as listed in Exhibit D.
- (5) **Sovereign Immunity** – Notwithstanding any contrary language in the Agreement Documents, HCPS neither waives nor abrogates its sovereign immunity hereunder, in part or in whole, in any manner, under any theory.
- (6) **Controlling Law and Venue** – This Agreement is made and entered into, and shall be performed, in the County of Henrico, Virginia. Notwithstanding anything to the contrary in any of the Agreement Documents, this Agreement shall be governed by the laws of the Commonwealth of Virginia without regard to conflicts of law principles. Any dispute arising out of this Agreement, its interpretations, or its performance shall be litigated only in Henrico County General District Court, the Circuit Court of the County of Henrico, Virginia, or the U.S. District Court for the Eastern District of Virginia, Richmond Division.
- (7) **Merger** – The Agreement Documents represent the entire agreement between the parties and supersede all prior communications and negotiations. This Agreement may be modified only in writing, signed by both HCPS and CCC.
- (8) **Severability** – If any provision of the Agreement Documents is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement Documents shall not be affected thereby and each other provision of the Agreement Documents shall be valid and enforceable to the fullest extent permitted by law.
- (9) **Claims** – CCC shall submit any and all claims arising under this Agreement, without exception, in accordance with Va. Code § 2.2-4363(C).
- (10) **Notice** – Any notice required to be given under this Agreement shall be sufficient if in writing and sent by either certified mail or overnight delivery to the parties at the addresses set forth below. The parties may update their contact information by providing written notice.

WHEREFORE, the parties hereby execute this Agreement as evidenced by the signatures below.

CENTER FOR COLLABORATIVE CLASSROOM
 1001 Marina Village Parkway Suite110
 Alameda, CA 94501



 Signature

President & Chief Operating Officer

Title

06/18/2021

Date

COUNTY SCHOOL BOARD OF
 HENRICO COUNTY, VIRGINIA
 P.O. Box 90775
 Henrico, VA 23273-0775



Digitally signed by Oscar Knott
 DN: CN = Oscar Knott email = kno006@henrico.us C = US O = County of Henrico, VA OU = Department of Finance - Purchasing Division
 Date: 2021.06.22 15:53:19 -0500

Oscar Knott, CPP, CPPO, VCO
 Purchasing Director

6/22/21

Date

APPROVED AS TO FORM



 ASSISTANT COUNTY ATTORNEY

**EXHIBIT A
ATTACHMENT G**

LICENSE AGREEMENT ADDENDUM

The County of Henrico, Virginia, including the County School Board of Henrico County, Virginia (the "**County**") and Center for the Collaborative Classroom ("**Supplier**"), a California Corporation, are this day entering into an agreement for RTI Reading (K-12) Curriculum for Tier II and Tier III (the "**Agreement**") and, for their mutual convenience, the parties are using the standard form contract ("**Terms and Conditions of Use**") provided by Supplier ("**Contract**"). This License Agreement Addendum ("**LAA**"), duly signed by the County and Supplier (each a "**Party**"), is attached to and made a part of the Agreement and the Contract by incorporation, and with the Agreement governs the use of any and all software licensed by the County under the Agreement (the "**Software**") and this LAA.

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

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

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

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

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

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

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

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

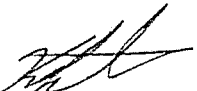
Together with the Agreement, the Contract and this LAA constitute the entire agreement between the Parties and may not be waived or modified except by written agreement between the Parties.

[SIGNATURE PAGE(S) TO FOLLOW]

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

Center for the Collaborative Classroom

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

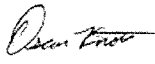

By: 

(Signature)

Name: Kelly Stuart
(Print)

Title: President & Chief Operating Officer

Date: 06/18/2021


Digitally signed by: Oscar Knott
DN: CN = Oscar Knott email = kno008@henrico.us C = US O = County of Henrico, VA OU = Department of Finance -
Purchasing Division
By: 

Date: 2021.06.22 16:02:25 -0500
(Signature)

Name: Oscar Knott
(Print)

Title: Purchasing Director

Date: 6/22/21

Exhibit B
HENRICO COUNTY PUBLIC SCHOOLS
DATA SECURITY AGREEMENT

This Data Security Agreement ("Agreement") is agreed upon effective June
18, 2021, by and between Center for the Collaborative Classroom a California ("Vendor") and the County School Board of Henrico County, Virginia ("HCPS").

I. DEFINITIONS

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

II. DISCLOSURE OF HCPS DATA

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

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

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

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

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

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

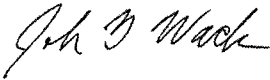
FOR HCPS:

FOR VENDOR: Center for the Collaborative Classroom

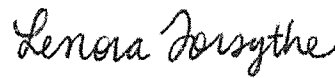
John B. Wack

Lenora Forsythe

Name



Name



Signature

Chief Financial Officer

Signature

Manager of Ed. Proposals and Pursuits

Title

06/21/2021

Title

06/18/2021

Date

Date

EXHIBIT C

PLEASE READ THE TERMS AND CONDITIONS FOR THE USE OF CENTER FOR THE COLLABORATIVE CLASSROOM DIGITAL PRODUCTS CAREFULLY. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, YOU WILL NOT BE PERMITTED ACCESS TO CENTER FOR THE COLLABORATIVE CLASSROOM DIGITAL PRODUCTS.

BY ACCEPTING THIS AGREEMENT you agree to the terms and conditions set forth in this Agreement. In turn, Center for the Collaborative Classroom grants you the right to access Center for the Collaborative Classroom Digital Products subject to the following terms and conditions.

This is an agreement between you and Center for the Collaborative Classroom ("CCC") and governs your use of Center for the Collaborative Classroom's technology, including but not limited to: Electronic Books ("eBooks") and other licensed digital content (collectively the eBooks and other licensed digital content are referred to as the "Licensed Materials"); the secure Center for the Collaborative Classroom website platform ("CCC Learning Hub" or "CCC Learning Portal"); any web applications accessed from those platforms (e.g., "ClassView" or "ClassView Pro"); any native applications provided by CCC either via direct download or via platforms like the App Store, Google Play, MacOS Store, Windows Store, or Chrome Web Store (e.g. "CCC Access Pro", "BookRoom!", "WordWorks!"); and any of the services and goods provided through the applicable Center for the Collaborative Classroom Platform or native applications. Each time you access Licensed Materials you signify your acceptance and agreement, and the acceptance and agreement of any Authorized User (defined below), without limitation or qualification, to be bound by this Agreement. If you do not agree with each provision of this Agreement, or you are not authorized to agree to and accept this Agreement, or you do not have the legal authority to agree to and accept this Agreement, you may not use the Licensed Materials.

1. The License

1.1 As used in this Agreement, the following terms shall have the meaning indicated:

PLEASE READ THE TERMS AND CONDITIONS FOR THE USE OF CENTER FOR THE COLLABORATIVE CLASSROOM DIGITAL PRODUCTS CAREFULLY. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, YOU WILL NOT BE PERMITTED ACCESS TO CENTER FOR THE COLLABORATIVE CLASSROOM DIGITAL PRODUCTS.

BY ACCEPTING THIS AGREEMENT you agree to the terms and conditions set forth in this Agreement. In turn, Center for the Collaborative Classroom grants you the right to access Center for the Collaborative Classroom Digital Products subject to the following terms and conditions.

This is an agreement between you and Center for the Collaborative Classroom ("CCC") and governs your use of Center for the Collaborative Classroom's technology, including but not limited to: Electronic Books ("eBooks") and other licensed digital content (collectively the eBooks and other licensed digital content are referred to as the "Licensed Materials"); the secure Center for the Collaborative Classroom website platform ("CCC Learning Hub" or "CCC Learning Portal"); any web applications accessed from those platforms (e.g., "ClassView" or "ClassView Pro"); any native applications provided by CCC either via direct download or via platforms like the App Store, Google Play, MacOS Store, Windows Store, or Chrome Web Store (e.g. "CCC Access Pro", "BookRoom!", "WordWorks!"); and any of the services and goods provided through the applicable Center for the Collaborative Classroom Platform or native applications. Each time you access Licensed Materials you signify your acceptance and agreement, and the acceptance and agreement of any Authorized User (defined below), without limitation or qualification, to be bound by this Agreement. If you do not agree with each provision of this Agreement, or you are not authorized to agree to and accept this Agreement, or you do not have the legal authority to agree to and accept this Agreement, you may not use the Licensed Materials.

1. The License

1.1 As used in this Agreement, the following terms shall have the meaning indicated:

"Licensed Materials" means the eBooks and/or other licensed digital content licensed by the Licensee. The Licensed Materials will be hosted on the Center for the Collaborative Classroom Platform and the Licensee may be permitted by Center for the Collaborative Classroom to download specified Licensed Materials to Licensee's user devices, provided you keep intact all copyright and other proprietary devices and abide by Center for the Collaborative Classroom's policy regarding the downloads.

"Authorized Users" means those users that the Licensee identifies as authorized to access and use the Licensed Materials and Center for the Collaborative Classroom Platform. For Individual Educator, Educational Services, Districts, Academic Libraries and Schools, "Licensee" shall mean the Educational Service, District, School or Library licensing the use of and access to the Center for the Collaborative Classroom Platform and Licensed Materials. Authorized Users include that Licensee's administration, faculty, and staff who have access to that institution's network from either within the institution or via authenticated remote access.

1.2 You have a nonexclusive and nontransferable license to use and provide limited access to the Licensed Materials to Authorized Users. Your Licensed Materials will be available to Licensee via authentication by using an ID (email address) and password to access an account affiliated with an organization that has made a purchase transaction with Center for the Collaborative Classroom. You agree to maintain your password as confidential information. You agree not to share your password with others for the purpose of account sharing. Center for the Collaborative Classroom does not authorize the use of "group" account unless you formally request permission to do so. The unauthorized use of your ID and password for access to Licensed Materials, with or without your knowledge, is a breach of this Agreement and a violation of Center for the Collaborative Classroom policy and Center for the Collaborative Classroom author copyrights and the copyrights of third-party content licensed to Center for the Collaborative Classroom. You are responsible for undertaking reasonable measures to prevent access by unauthorized persons to your ID and password.

If you have purchased a standard use license, which means that only one person may use the Licensed Materials at one time, you may allow only one Authorized User to access and use the Licensed Materials at one time.

If you have purchased a single site (one building) or single school district (multiple buildings within the school district) simultaneous access license, you may allow simultaneous access to such Licensed Materials for your single site or multiple site Authorized Users. For other Institutions or Consortiums with multiple locations, each applicable location must have its own license.

1.3 The use of the Licensed Materials shall be for personal or non-commercial, educational, and research purposes. Center for the Collaborative Classroom reserves the right in its sole discretion to terminate your access to and usage of the Licensed Materials in the event that you or an Authorized User violates the terms of use hereunder provided however that Center for the Collaborative Classroom shall not terminate access and use unless it first notifies you of a violation of the terms of use by you or an Authorized User and you fail to reasonably remedy the violation within 30 days of receiving e-mail notification. Repeated violations by you or your Authorized Users may be cause for terminating this Agreement or restricting access for the offending parties.

Authorized Users are permitted online access to Licensed Materials and may cut and paste, save, or print one hard copy of brief sections of text, search results, or other information from the Licensed Materials for educational and personal use. You may only use this online access in a way that conforms to all applicable copyright laws and regulations. Center for the Collaborative Classroom grants you permission to use brief excerpts from the Licensed Materials with the appropriate credit of the source. You agree that your Authorized Users' use other than as indicated above is a violation of the terms and conditions of this Agreement.

You may not sell, transfer, publish, disclose, display or otherwise make available the Licensed Materials beyond the limits of the license set out above. You shall use reasonable care to protect the copyrights and trade secrets of Center for the Collaborative Classroom and the Licensed Materials authors and publishers. You agree that you will not circumvent Center for the Collaborative Classroom's access control systems. Violation of this provision shall be the basis for immediate termination of this Agreement. Termination of this Agreement shall be in addition to and not in lieu of any other legal or equitable remedies available to Center for the Collaborative Classroom.

1.4 The Center for the Collaborative Classroom Platform may contain links to third party websites that are not owned or controlled by Center for the Collaborative Classroom. Center for the Collaborative Classroom has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party website. By using the Center for the Collaborative Classroom Platform, you expressly relieve Center for the Collaborative Classroom from any and all liability arising from your use of any third party website. Therefore, we encourage you to be aware when you leave the Center for the Collaborative Classroom Platform and to read the terms and conditions of and privacy policy of each third party website you visit.

1.5 Center for the Collaborative Classroom will exercise its best efforts to host the Licensed Materials for access by you for the duration of your license. Center for the Collaborative Classroom will not be responsible for technological changes, acts of God and other events outside its control that make it impossible for you to temporarily or permanently access your Licensed Materials.

2. User Submissions

The Licensee and Authorized Users may post links in the Licensed Materials and on the Center for the Collaborative Classroom Platform from their website or third party websites ("User Links") and may post User Content for hosting, sharing, transmitting, broadcasting and/or publishing such User Links and User Content for the Licensee.

You shall be solely responsible for the User Links and User Content you submit and the consequences of posting it in the Licensed Materials and on the Center for the Collaborative Classroom Platform. Center for the Collaborative Classroom takes no responsibility and assumes no liability for any User Links and User Content posted by you in the Licensed Materials and on the Center for the Collaborative Classroom Platform. You agree that you will indemnify Center for the Collaborative Classroom for all claims resulting from the User Links and User Content you post in the Licensed Materials and on the Center for the Collaborative Classroom Platform.

You may post User Links and User Content as long as the User Links and User Content do not contain content that is illegal, obscene, threatening, defamatory, invasive of privacy, or otherwise injurious to third parties. The User Links and User

Content cannot contain content that infringes any copyright or trademark. The User Links and User Content also cannot be objectionable, contain software viruses, commercial solicitation, chain letters, mass mailings or any form of "spam."

The Center for the Collaborative Classroom Platform does not encourage, and does not want User Links and User Content that results from any activity that (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a loss or damage to any person or property; or (iii) may constitute a crime or tort.

By posting the User Links and User Content on the Center for the Collaborative Classroom Platform, you are granting Center for the Collaborative Classroom a non-exclusive, worldwide, royalty-free, irrevocable and perpetual license to use the User Links and User Content with the Licensed Materials and on the Center for the Collaborative Classroom Platform. Center for the Collaborative Classroom acknowledges to you that Center for the Collaborative Classroom is not the copyright owner of the User Content unless such User Content contains Center for the Collaborative Classroom's content.

Center for the Collaborative Classroom may or may not pre-screen and/or monitor User Links and User Content posted in the Licensed Materials and on the Center for the Collaborative Classroom Platform and may remove or delete User Links and User Content and or terminate a user's access for uploading User Links and User Content in violation of the Terms And Conditions Of Use contained in this Agreement at any time, without prior notice and at its sole discretion.

3. Copyright

The Licensed Materials are copyrighted by Center for the Collaborative Classroom and authors under contract to Center for the Collaborative Classroom and third-party publishers under the Copyright Law of the United States (Title 17, U.S. Code), which is party to both the Universal Copyright Convention and the Berne Copyright Convention, and are subject to all applicable copyright, database protection and other rights of Center for the Collaborative Classroom as copyright owner and publisher under the laws of the United States and other countries. You agree not to

remove or obscure copyright notices. This Agreement grants no copyright or ownership interests to you for any of the Center for the Collaborative Classroom Licensed Materials belonging to Center for the Collaborative Classroom or to authors under contract to Center for the Collaborative Classroom.

4. Warranty

Center for the Collaborative Classroom represents and warrants that it owns or controls all rights necessary and, has the authority to grant you access to the Center for the Collaborative Classroom Platform. In addition, Center for the Collaborative Classroom represents and warrants that it has obtained all rights necessary in and to the Licensed Materials to grant you the rights and licenses herein.

5. Disclaimer

EXCEPT AS SET FORTH ABOVE, THE LICENSED MATERIALS AND CENTER FOR THE COLLABORATIVE CLASSROOM PLATFORM ARE PROVIDED ON AN "AS IS" BASIS. YOU ASSUME ALL RESPONSIBILITIES FOR SELECTION OF THE CENTER FOR THE COLLABORATIVE CLASSROOM PLATFORM AND LICENSED MATERIALS TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE CENTER FOR THE COLLABORATIVE CLASSROOM PLATFORM AND THE LICENSED MATERIALS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CENTER FOR THE COLLABORATIVE CLASSROOM AND ITS LICENSORS (INCLUDING PUBLISHERS OF CONTENT) DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE CENTER FOR THE COLLABORATIVE CLASSROOM PLATFORM AND THE ACCOMPANYING WRITTEN MATERIALS. THE LAWS OF CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

6. Limitation of Liability

IN PROVIDING THE LICENSED MATERIALS, NEITHER CENTER FOR THE COLLABORATIVE CLASSROOM NOR ANY OF THE CONTENT PROVIDERS WILL BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, OR ANY OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER CENTER FOR THE COLLABORATIVE CLASSROOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CENTER FOR THE COLLABORATIVE CLASSROOM'S LIABILITY UNDER THIS AGREEMENT WILL NOT, IN ANY EVENT, EXCEED A PRO-RATED AMOUNT OF THE FEES, IF ANY, PAID BY YOU TO CENTER FOR THE COLLABORATIVE CLASSROOM FOR ACCESSING THE LICENSED MATERIALS LICENSED BY YOU UNDER THIS AGREEMENT. THE PRO-RATED FEES WILL BE BASED ON THE DURATION OF THE LICENSE AND NUMBER OF USERS AFFECTED. THE LAWS OF CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

7. Duration of Agreement

This Agreement will become effective upon your acceptance of the terms and conditions of this Agreement and upon your following the acceptance procedure as set forth below in this Agreement, and subject to the terms and conditions of this Agreement, will remain in effect for as long as you choose to retain the license for use of Center for the Collaborative Classroom Licensed Materials and grant access to the Licensed Materials by Authorized Users.

8. Governing Law

This agreement shall be interpreted and construed according to, and governed by, the laws of the State of California, United States of America. You agree to submit to the exclusive jurisdiction of the courts of the state of California and the federal courts of the northern district of California.

9. Entire Agreement

This is the entire Agreement between the parties and supersedes all prior communications, understandings, and agreements, oral or written.

10. Changes to Agreement

Center for the Collaborative Classroom reserves the right, at its sole discretion, to change, modify, add or delete portions of these terms of use at any time.

Acceptance Procedure

By clicking on the "I AGREE TO CCC'S TERMS OF USE" button located on the Center for the Collaborative Classroom Platform, you represent that you have read these Terms And Conditions Of Use in its entirety, understand its terms and conditions, are duly authorized to execute this agreement on behalf of Licensee and you agree to be bound by the terms and conditions of these Terms And Conditions Of Use.

Signed:  _____

Print Name & Title: Kelly Stuart, President & Chief Operating Officer

Date: 6/18/21

EXHIBIT D

Collaborative Classroom

SIPPS Detailed Pricing List, Henrico County Public Schools
RFP 21-21114-2EMF

Reading Intervention								
Product Number	Program Name	ISBN	Description	Cost per Unit	5	10	15	20
SPS4-CPB	SIPPS Beginning Level, 4th Ed.	978-1-68246-917-0	Includes Teacher's Manual in a three-ring binder, Handheld Spelling-Sound cards (2 sets), Handheld Sight Word Cards (2 sets), Sight Word Wall Cards, Spelling-Sound Wall Cards, Reproducible Practice Reading Stories, Story Posters, Little Books (6 sets), Teacher's Portfolio for instructional materials, <i>Learning Letter Names</i> , and <i>Intensive Multisensory Instruction for SIPPS</i> , and a 7-year digital license to the digital Teacher's Manual with embedded professional development and links to electronic assessment support and a web-based card app.	\$1,050	\$5,250	\$10,500	\$15,750	\$21,000
SPS4-CPE	SIPPS Extension Level, 4th Ed.	978-1-68246-932-3	Includes Teacher's Manual in a three-ring binder, Handheld Spelling-Sound Cards (2 sets), Handheld Sight Word Cards (2 sets), Spelling-Sound Wall Cards, Story Books (set of 12), Teacher's Portfolio for instructional materials, <i>Intensive Multisensory Instruction for SIPPS</i> , and a 7-year digital license to the digital Teacher's Manual with embedded professional development and links to electronic assessment support and a web-based card app.	\$650	\$3,250	\$6,500	\$9,750	\$13,000

Collaborative Classroom

SIPPS Detailed Pricing List, Henrico County Public Schools RFP 21-21114-2EMF

Item ID	Description	Unit Price	Quantity	Total Price	
SPS3-CPP-REV	SIPPS Plus, 3rd Ed. 978-1-68246-453-3 Includes Teacher's Manual in a three-ring binder, Handheld Spelling-Sound cards (2 sets), Handheld Sight Word Cards (2 sets), Spelling-Sound Wall Cards, Dreams on Wheels decodable readers (set of 12), Teacher's Portfolio for instructional materials, <i>Intensive Multisensory Instruction for SIPPS</i> , and a 7-year digital license to the digital Teacher's Manual with embedded professional development and links to electronic assessment support and a web-based card app.	\$750	\$3,750	\$7,500	\$11,250
SPS4-CPC	SIPPS Challenge Level, 4th Ed. 978-1-68246-942-2 Includes Teacher's Manual in a three-ring binder, Handheld Sight Syllable Cards, Handheld Spelling-Sound Cards, Irregular Sight Syllables Wall Chart, Spelling-Sound Wall Chart, Teacher's Portfolio for instructional materials, <i>Intensive Multisensory Instruction for SIPPS</i> , and a 7-year digital license to the digital Teacher's Manual with embedded professional development and links to electronic assessment support and a web-based card app.	\$550	\$2,750	\$5,500	\$8,250
					\$11,000

Collaborative Classroom

**SIPPS Detailed Pricing List, Henrico County Public Schools
RFP 21-2114-ZEMF**

ADDITIONAL SUPPLEMENTAL RESOURCES RECOMMENDED FOR EFFECTIVE IMPLEMENTATION

Product Number	Program Name	ISBN	Description	Cost per Unit	5	10	15	20
PLS-CL	The Professional Learning System for Collaborative Literacy	978-1-68246-771-8	The Professional Learning System for Collaborative Literacy includes a blend of print and digital materials that empower school and district leaders to successfully implement Collaborative Literacy after adoption. The system helps leaders plan for every stage of implementation from preparing for initial implementation through Year 2 and beyond, offering opportunities for reflection and guidance for troubleshooting along the way.	\$300	\$1,500	\$3,000	\$4,500	\$6,000
Annual Fee Per school	Enhanced Tech Package	Annual Fee Per school	Annual fee, per school, covers the following: Synchronized Roster Management with a designated Org Admin, teachers will get 360 views of their students, schools/Districts will have aggregate reporting dashboards(coming soon), schools/districts will have Single Sign On (SSO) to the Portal, and schools/districts can use a Sandbox environment to test their data.	\$250	\$1,250	\$2,500	\$3,750	\$5,000

CONSUMABLE RESOURCES PURCHASED IN YEARS 2+ OF AN IMPLEMENTATION

Note: Consumables are used when SIPPS is used as a Tier 3 intervention; replacements each year may not be necessary.

Product Number	Program Name	ISBN	Description	Cost per Pack	5	10	15	20
SPS4-TWB-Q6	SIPPS: Trace and Write: Beginning Level	978-1-68246-929-3	Includes 6 copies of Trace and Write: Beginning Level.	\$30	(30 books) \$150	(60 books) \$300	(90 books) \$450	(120 books) \$600

Collaborative Classroom

**SIPPS Detailed Pricing List, Henrico County Public Schools
RFP 21-21114-2EMF**

SPS4-TWE-Q6	SIPPS: Trace and Write: Extension Level	978-1-68246-941-5	Includes 6 copies of Trace and Write: Extension Level.	\$30	\$150	\$300	\$450	\$600
SPS3-TWP-Q6	SIPPS: Trace and Write: SIPPS Plus	978-1-68246-365-9	Includes 6 copies of Trace and Write: SIPPS Plus.	\$30	\$150	\$300	\$450	\$600

PROFESSIONAL LEARNING

Session Type	Professional Learning Sessions (Suggested)	Daily/Hourly	Cost
On-site	On-site Professional Learning, Standard In-	Daily, per consultant, ≈50 participants	\$3,000
Virtual	Virtual Learning, Standard Hourly Rate	Hourly, per consultant, ≈20 participants	\$400
Virtual	Virtual Learning, Standard Hourly Rate	Hourly, 2 consultants, 21-100 participants	\$700

SHIPPING

- Orders under \$30—add \$5
- Orders from \$30 to \$100—add \$7
- Orders over \$100—add 8% of the materials subtotal
- Orders over \$10,000 shipping to one location—add 4% of the materials subtotal
- Orders over \$25,000—free shipping
- Orders outside the U.S.—rate varies by location, minimum \$10

Exhibit E

Falcone, Eileen

From: Maria Arnett <marnett@collaborativeclassroom.org>
Sent: Friday, April 2, 2021 11:03 AM
To: Falcone, Eileen; Katy Cortelyou
Subject: RFP 21-2114-3EMF RTI Reading (K-12) Curriculum Tier II and Tier III
Attachments: Learning_Portal Enhance Plan Info.pdf; _HCPS_Attachment G Pricing Chart (1) Sheet2.pdf; _pricing_Henrico_march2021 Full Descriptions.pdf


Follow Up Flag: Follow up
Flag Status: Flagged

Hi Eileen.


Thank you for the opportunity to share more information regarding the SIPPS program with your team. Please see the attached pricing information, technology plan information, and the Powerpoint presentation.

Question: What are the benefits of the enhanced technology plan? The optional enhanced plan offers the ability to aggregate data across schools, provide single sign-on access, and allows for automatic roster management. Please see the attached document for more information.

Please let me know if you require more information or have any questions.

 Henrico SIPPS K-12 RFP Presentation.pdf

Thank you,
Maria Arnett
Manager of Educational Partnerships
757-621-8070
Twitter: @ArnettMaria


1001 Marina Village Parkway, Suite 110 | Alameda, CA 94501-1042
office: 510.533.0213 ext. 202 | fax 510.464.3670
collaborativeclassroom.org

For evaluation purposes, provide pricing for each grade level offered based on your firm's pricing model and the information listed below.		
Class size: 10 Students per class/1 teacher Provide total cost per class, Professional Development, Licenses, and Consumables for each year. Provide one worksheet per program your firm is offering.		
	YEAR 1	Level(s)*
Grade Level		
K	\$1,050.00	Beginning
1	\$1,700.00	Beginning and Extension
2	\$650.00	Extension
3	\$1,200.00	Extension and Challenge
4	\$1,200.00	Plus and Challenge
5	\$1,200.00	Plus and Challenge
6	\$1,200.00	Plus and Challenge
7	\$1,200.00	Plus and Challenge
8	\$1,200.00	Plus and Challenge
9	\$1,200.00	Plus and Challenge
10	\$1,200.00	Plus and Challenge
11	\$1,200.00	Plus and Challenge
12	\$1,200.00	Plus and Challenge
Professional Development -	\$13,800.00	**This estimate assumes 3 in-person days and 12 virtual hours for Year 1.
Licenses -	A 7-year digital license is included with each program package.	
Consumables -	Consumables are included with the initial package purchase. Consumables are only used when the program is used for Tier 3 intervention, meaning not every student will require a consumable. Additionally, consumables are available as printable PDFs in our digital platform, the Learning Portal. A 7-year digital license is included with each program package.	
Grand Total	\$29,200.00	*SIPPS uses a placement assessment to determine each child's specific point of need. The placement assessment indicates which level and which lesson within that level the student should begin receiving intervention. We've provided our best guess for the levels needed for each grade level, but in some cases, more than one level will be needed. Our team can support HCPS with purchasing decisions based on student data.
Class size: 10 Students per class/1 teacher Provide total cost per class, Professional Development, Licenses, and Consumables for each year. Provide one worksheet per program your firm is offering.		

The Learning Portal

The Learning Portal is home for all your Collaborative Classroom digital resources

The **Learning Portal** helps teachers access digital manuals, manage program resources and student reproducible, build and share paperless assessments and reports, and get the very latest communications, updates, and instructional pacing notifications. Using easy-to-manage apps and an intuitive mobile-friendly layout, teachers now have a powerful teaching support system.



MANAGE SEAMLESS DIGITAL TRANSITIONS WITH ACCESS PRO

In the **Access Pro** app teachers instantly connect to the Digital Teacher's Set (DTS), which includes the digital versions of all printed manuals and their components. Access Pro is available on mobile devices in on- or off-line mode so teachers can quickly reference their *Teacher's Manuals* wherever they are, and can easily manage seamless transitions of materials among print, desktop, and mobile.

SIMPLIFYING ROSTER MANAGEMENT AND REPORTING WITH CLASSVIEW PRO

ClassView Pro simplifies collecting, synthesizing, and sharing student assessment data, portfolios, and reporting for the *Being a Reader™*, *Making Meaning®*, *Being a Writer™*, *SIPPS®*, and *Book Clubs* programs. Teachers can keep close tabs on student progress, rolling up individual- or group-level information for more efficient reporting. New tools allow teachers to simply and quickly create classroom-, group-, and student-level data sets. ClassView Pro is also available on mobile devices for an additional fee.

OPTIONAL ENHANCED PLAN FOR THE LEARNING PORTAL

In addition to these must-have management resources on the Learning Portal, Collaborative Classroom also offers an Enhanced Plan with the following expanded tools and features:

- **Enhanced reporting** facilitates a 360° view of student- and district-level data. By bringing together all assessment data, Conference Notes summaries, and social skills summary views, enhanced reporting enables district administrators to quickly aggregate data across grade levels for multiple schools.
- **Single sign-on (SSO)** simplifies teacher access, streamlines login and password management, and links teachers to district or third-party portals and other learning management systems.
- **Automatic roster management** synchronizes school rosters via Collaborative Classroom–managed CSV upload.
- The **Sandbox Environment** is a data environment where districts can test rosters and functionality without damaging live data.

(continues on back)



OVERVIEW		
FEATURE	INCLUDED (with licensed purchase)	ENHANCED PLAN (\$250/school/year)
Digital Manuals Program Resources Communications Professional Learning	✓	✓
Access Pro • Desktop or Mobile App for Digital Teacher's Set	✓	✓
ClassView Pro Desktop • Assessment Engine • <i>Being a Reader™, Making Meaning®, Being a Writer™, SIPPS®, and Book Clubs</i>	✓	✓
Roster Management • Class/Student Data	✓ <i>Teacher-managed CSV uploads or manual entry</i>	✓ <i>District-managed bulk CSV uploads (synchronized)</i>
Teacher Reporting • Class, Group, and Individual Student Data	✓	✓
Enhanced Reporting • Student Profile (360° view) • Roll-Up and Drill-Down • District Aggregation	—	✓
Single Sign-On (SSO)	—	✓
Sandbox Environment • Data and Functionality Testing	—	✓

Additional technical professional services can be quoted as needed.

ORIGINAL



PROPOSAL FOR
Henrico County Public Schools

RFP#: 21-2114-2EMF
RIT Reading (K-12) Curriculum for Tier II and Tier II
for County of Henrico, VA
Friday, March 5, 2021
2:30 PM

DISTRICT CONTACT

Henrico County Public Schools
Eileen M. Falcone
Assistant Division Director
8600 Staples Mill Road
Henrico, VA 23273
804.501.5660

COLLABORATIVE CLASSROOM CONTACTS

Katy Cortelyou
Regional Director
863.738.7213
kcortelyou@collaborativeclassroom.org

Maria Arnett
Manager of Educational Partnerships
757.621.8070
marnett@collaborativeclassroom.org

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Tab 1—Introduction and Signed Forms

In this tab, the following items should be provided:

Cover Letter – On company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal.

Proposal Signature Sheet – **Attachment A**

Business Classification Form – **Attachment B**

Virginia State Corporation Commission Registration Information – **Attachment C**

Proprietary/Confidential Information – **Attachment D**

Certificate of Insurance

Direct Contact with Student Form - **Attachment F**



1001 Marina Village Parkway, Suite 110
Alameda, CA 94501-1042
800.666.7270
collaborativeclassroom.org

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

Re: RFP No. 21-2114-2EMF (RTI Reading (K–12) Curriculum for Tier II and Tier III)

March 5, 2021

Dear Ms. Falcone,

Collaborative Classroom is a nonprofit educational organization with 41 years of experience dedicated to providing curricula that support the academic, ethical, and social development of children and continuous professional learning for teachers. We provide districts, schools, and teachers with the support and tools they need to help children develop into highly literate adults who think critically and learn from, care for, and respect one another. We offer materials and opportunities for professional learning that are grounded in the belief that *how* we teach is as important as *what* we teach, and we use research to inform our practice.

Collaborative Classroom is pleased to respond to Henrico County Public Schools' (HCPS) solicitation for RTI Reading Curriculum for grades K–12. To meet the needs of the request, we propose *SIPPS*® (*Systematic Instruction in Phonological Awareness, Phonics, and Sight Words*) for students in grades K–12 who would benefit from systematic, explicit foundational skills intervention. *SIPPS* is a decoding program that helps developing and struggling readers achieve reading independence and fluency so that they can make meaning of increasingly complex texts.

The *SIPPS* program is a vehicle for equitable teaching practices; when implemented properly, it reduces the predictability of who succeeds and who fails by supporting all students at their individual points of need. The *SIPPS* program has the potential to serve as a Tier II and/or Tier III intervention for children in kindergarten through grade 12. Daily, systematic, and explicit lessons take approximately 30 minutes and utilize clear instructional routines to ensure students are consistently introduced to new skills with embedded practice, review, and application. In-program supports, including progress monitoring, instructional self-checks, and data analysis guidance support teachers in instructional decision-making within lessons.

Thank you for taking the time to review our proposal. In addition to the proposal, please take a moment to watch this short video (<http://bit.ly/3r9erDA>) describing the *SIPPS* program and read a recent interview with Louisa Moats about the Science of Reading and Early Reading Instruction (<http://bit.ly/38mFclc>). Please reach out should you have any questions. We look forward to partnering with HCPS.

Sincerely,

A handwritten signature in blue ink, appearing to read "K. Stuart".

Kelly Stuart, Ed.D.
President & Chief Operating Officer
kstuart@collaborativeclassroom.org | 415-238-8189

ATTACHMENT A
PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal ("RFP") **No.21-2114-2EMF RTI Reading (K-12) Curriculum for Tier II and Tier III.**

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

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

LEGAL NAME OF OFFEROR (DO NOT USE TRADE NAME):
Center for the Collaborative Classroom
ADDRESS:
1001 Marina Village Parkway Suite 110
Alameda, CA 94501
FEDERAL ID NO: 94-2311291
SIGNATURE: <i>Lenora Forsythe</i>
NAME OF PERSON SIGNING (PRINT): Lenora Forsythe
TITLE: Manager of Educational Proposals and Pursuits
TELEPHONE: 800-666-7270
FAX: 510-464-3670
EMAIL ADDRESS: clientsupport@collaborativeclassroom.org
DATE: 3/3/2021

ATTACHMENT B
BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: Center for the Collaborative Classroom

This form completed by: Signature: *Lenora Forsythe* Title: Manager of Educational Proposals & Pursuits

Date: 3/3/2021

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

(Check all that apply.)

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

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

eVA Registered? Yes No

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

ATTACHMENT C
Virginia State Corporation Commission (SCC)
Registration Information

The Offeror:

is a corporation or other business entity with the following SCC identification number:
F1946344 _____ **-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: Center for the Collaborative Classroom

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
N/A		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/04/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #0B29370 Edgewood Partners Insurance Center 2300 Contra Costa Blvd Suite 375 Pleasant Hill, CA 94523	1-925-682-7001 CONTACT NAME: Lynette Dupree PHONE (A/C, No. Ext): 925-852-0413 E-MAIL ADDRESS: Lynette.Dupree@epicbrokers.com INSURER(S) AFFORDING COVERAGE INSURER A: WEST AMER INS CO INSURER B: OHIO SECURITY INS CO INSURER C: AMERICAN FIRE & CAS CO INSURER D: REPUBLIC IND CO OF CA INSURER E: GREAT AMER INS CO OF NY INSURER F: TM SPECIALTY INS CO	FAX (A/C, No): 925-852-0463 NAIC # 44393 24082 24066 43753 22136 10738
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COVERAGES

CERTIFICATE NUMBER: 61578652

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

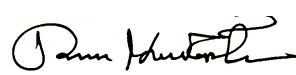
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Employee Benefit Liab <input checked="" type="checkbox"/> Deductible: \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	BKW56205239	07/28/20	07/28/21	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAS56205239	07/28/20	07/28/21	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ESA56205239	07/28/20	07/28/21	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	14528322	10/01/20	10/01/21	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Workers Compensation			617114220	10/01/20	10/01/21	Out of State 1,000,000ea
F	Media Liability			PSD1562248	07/28/20	07/28/21	Per Claim/Aggregate 2M/2M Pers. Inj./ADV INCLUDED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured(s): County of Henrico

Cyber Liability - Lloyd's of London - Policy #ESI0114739154 - Term: 3/12/20-3/12/21; Limit - \$2M, Deductible - \$10,000
 Applicable Form(s): CG8810 0413

CERTIFICATE HOLDER**CANCELLATION**

County of Henrico 8600 Staples Mill Road Henrico, VA 23273-0775 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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61578652

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RFP No. 21-2114-2EMF

ATTACHMENT F
Direct Contact with Students Form

Name of Offeror: Center for the Collaborative Classroom

Pursuant to Va. Code § [22.1-296.1](#), as a condition of awarding a contract for the provision of services that require the contractor, his employees or subcontractors to have **direct contact with students** on school property during regular school hours or during school-sponsored activities, the school board shall require the contractor to provide certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

As part of this submission, I certify that the employees of, or subcontractors to, the above mentioned contractor that will be providing services that require direct contact with students to the School Board under the resulting contract will have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Furthermore, I understand that the duty to certify is ongoing and extends to future employees and employees of subcontractors for the duration of the contract.

Lenora Forsythe

Signature of Authorized Representative

Lenora Forsythe

Printed Name of Authorized Representative

Printed Name of Offeror

(if different than Representative)

Tab 2—Statement of the Scope

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

Collaborative Classroom is willing and able to satisfy all the specified requirements and project goals outlined in RFP# 21-2114-2EMF from Henrico County Public Schools (HCPS). Collaborative Classroom understands that HCPS is seeking reading curricula for Tier 2 and Tier 3 response to intervention. The *SIPPS* program meets the specifications provided in the proposal; we recommend pairing the program with our professional learning offerings to ensure a successful implementation.

Section II—A. General Requirements

1. The proposed solution shall cover remediation and intervention for all areas of reading (decoding, phonemic awareness, comprehension, fluency, and vocabulary). Offerors shall also include programs that offer comprehensive literacy support (including writing support) for our Tier I and Tier II students.

The *SIPPS* program covers remediation and intervention for phonological awareness, phonics, and sight words. It has the potential to serve as Tier 2 and/or Tier 3 intervention.

2. Materials provided shall be in a print or a blended format, printed and digital programs. Digital programs must coincide with printed materials. Digital programs that do not coincide with printed materials will not be considered.

The *SIPPS* program is available in print. A 7-year digital license is included with each program purchase. The digital license provides access to *SIPPS* program materials and resources for ease of teacher use.

At the onset of the COVID-19 pandemic, our organization developed Remote Learning Guidance for *SIPPS* that supports teachers in using the program materials for synchronous and asynchronous teaching. This guidance is available [here](https://public.cdn.cclearningportal.org/program/implementation/remote-learning/remote-learning-guidance-SIPPS.pdf) (<https://public.cdn.cclearningportal.org/program/implementation/remote-learning/remote-learning-guidance-SIPPS.pdf>). In addition, as schools embark on the 2020-21 school year, which will undoubtedly be a year unlike any other, our organization has crafted *SIPPS* Beginning-of-Year Guidance for the 2020–2021 School Year: Responding to the Impact of School Closure to support instructional decision making that is best suited considering current events. This guidance is available [here](https://www.collaborativeclassroom.org/wp-content/uploads/2020/06/BOY-SIPPS-GuidanceSIPPS-2020-2021_PL-4947.pdf) (https://www.collaborativeclassroom.org/wp-content/uploads/2020/06/BOY-SIPPS-GuidanceSIPPS-2020-2021_PL-4947.pdf).

3. Options for materials and strategies provided will be consistent across all schools at each level (elementary, middle, and high) within the HCPS system.

We understand and the *SIPPS* program complies with this specification.

4. The proposed solutions shall have content scaffolding to include a tiered approach and acceleration for students who need additional help with reading skills and those who need to demonstrate reading gains of one or more years.

Initial and ongoing assessment in *SIPPS* helps ensure that students receive the appropriate instruction and that they move through the accelerative scope and sequence of lessons successfully and as efficiently and effectively as they can based upon their individual progress. A Placement Assessment helps determine program placement for individual students, while Mastery Tests are provided to ensure mastery of skills rather than exposure. There are several entry points across the levels of the program, which allows teachers to tailor instruction to a class in which there is a broad range of decoding ability. The lesson format is consistent within and across levels.

The *SIPPS* program uses assessment data to determine placement in the program. Students are placed at their points of need within a level and a lesson. Flexible groups that are based on placement test results ensure that students are provided differentiated instruction. The Placement Assessment for grades K–3 is available for review [here \(https://www.collaborativeclassroom.org/resources/sipps-assessment-and-placement-test-k-3-third-edition/\)](https://www.collaborativeclassroom.org/resources/sipps-assessment-and-placement-test-k-3-third-edition/) and the Placement Assessment for grades 4–12 is available [here \(https://www.collaborativeclassroom.org/resources/sipps-assessment-and-placement-test-4-12-third-edition/\)](https://www.collaborativeclassroom.org/resources/sipps-assessment-and-placement-test-4-12-third-edition/).

When student progress, or lack thereof, warrants additional intensification, the *SIPPS* program has built-in options. Group size may be adjusted to intensify instruction. In addition, the pace of instruction may be adjusted. Lessons contain A and B word lists. Some groups of students will master the content with one session per lesson, using the A list. Others will need to repeat the lesson the following day using the B list. The B lists may also be used flexibly when a group is having difficulty with sounds or sight words or to slow instruction when reading and rereading stories is frustrating for the students.

5. Intervention materials shall be scripted, explicit, systematic, and simple in design, allowing personnel with varying field experience to successfully instruct lessons that address one or more of the major areas of reading (decoding, phonemic awareness, comprehension, fluency, and vocabulary) and support a variety of instructional settings.

The *SIPPS* program provides systematic skill development in the areas of phonological awareness, phonics, sight word acquisition, and fluency. The systematic design is evident in the program Scope and Sequence, available at https://bit.ly/SIPPS_scope. The program is simple in design and can be implemented easily by personnel with varying field experience. We recommend initial and ongoing professional learning to reduce the variability of implementation and to ensure the instruction is delivered as intended. We recommend *SIPPS* occur in a small group setting (the smaller the group, the greater the intensity of instruction). While an in-person instructional format is best, we provide recommendations for teaching the program in blended and virtual formats.

6. Instructional materials for students receiving interventions shall include leveled materials, covering an appropriate range of reading levels and provide engaging tasks that are age- appropriate, high interest, and support and remediate basic skills, linking activities to diagnostic assessments.

The *SIPPS* program provides age-appropriate connected text to support the application of foundational skills. In Beginning Level and in Extension Level through Lesson 23, and in *SIPPS* Plus, students read decodable stories. In Extension Level Lesson 24, students begin reading “easy reader” trade books. This expansion of the students’ reading “diet” is based on the research of Kirkman (2003), who did an extensive analysis of the phonics and sight-word patterns in trade books often read in the latter half of first grade. Kirkman determined that several series of books should be accessible to students who have mastered at least 60 high-frequency, irregular sight words and phonics patterns that include short-vowel, long-vowel, and *r*-controlled spellings.

To support appropriate, engaging, independent reading for students In Extension Level Lesson 24 through Challenge Level, Collaborative Classroom offers Fluency Libraries at an additional cost to support *SIPPS* instruction and/or bolster an existing classroom library. These libraries offer a mix of fiction and nonfiction titles that support students in maintaining or meeting grade-appropriate proficiency levels in academic subjects while engaging in high volumes of reading to apply foundational skills.

The program materials provide opportunities for students to participate in oral reading with grade level connected text. Accuracy checks are recommended weekly. The table below summarizes the daily fluency practice that occurs across levels in *SIPPS*.

Level	Fluency Practice / IDR Length	Kinds of Materials	Mode of Reading
Beginning	Initial: 5 min. Increases to: 10 min.	Decodable connected texts (<i>Little Blue Books</i>)	Out loud to self (Fluency Practice)
Extension	Initially: 10 min. Increases to: 30 min.	Decodable connected texts (<i>StoryBook</i>) and trade books	Out loud to self (Fluency Practice); silent when automatic (IDR)
Plus	Initially: 5-10 min. Increases to: 20 min. Increases to: 30 min.	Decodable connected texts (<i>Dreams on Wheels</i>)	Out loud to self (Fluency Practice); silent when automatic (IDR)
Challenge	At least 30 min.	Trade books	Out loud to self (Fluency Practice); silent when automatic (IDR)

7. Materials used for Tier II Intervention should target the improvement of basic skill deficits while supporting and enhancing Tier I (Virginia SOLs) instructional objectives in a different instructional design rather than replace or duplicate it. Tier II is *not* a SOL Remediation Program. Program alignment to the VA SOLs could be beneficial in prescribing its use in remediation.

The *SIPPS* program is an appropriate intervention for students in grades K–12. The program addresses foundational skills standards, and is aligned to state standards, including Virginia’s Standards for Learning. The following tool provides grade-level specific correlations of *SIPPS* to the standards: <https://bit.ly/EdGateCorrelations>.

The program levels align to grade level standards as follows:

- Beginning Level covers kindergarten foundational skills standards
- Extension Level covers grade 1 foundational skills standards
- Challenge covers grades 2 foundational skills standards
- Plus addresses kindergarten and grade 1 foundational skills standards (the same skills covered in Beginning and Extension Levels), but is designed to honor students in grades 4–12.

8. Materials used for Tier II Intervention will include student workbooks, manipulatives, and ancillary materials essential for full implementation and will be consistent across the school division and correlated to essential reading components.

The program materials include a Teacher’s Manual, and depending on the level, handheld sight word, sound, or syllable cards and charts. Workbooks are included with each program purchase, but are only utilized when the program is used for Tier 3 instruction. The contents of the workbooks are also available as printable PDFs on the Learning Portal.

The *SIPPS* program includes opportunities for students to apply the skills learned in isolation to reading controlled text during each lesson. Decodable, controlled texts are provided in *SIPPS* Beginning and Extension Levels, and Plus. Reading accuracy is prioritized early on as students read and reread the Beginning Level text. Once students have gained the ability to decode with high levels of accuracy (95%–100%), the focus shifts to fluency. Midway through Extension lessons and continuing through the Challenge Level, students shift to easy-to-read trade books. This design ensures students learn to read accurately and efficiently.

9. Materials used for Tier II or III Intervention may not be grade-level specific in order to provide intervention that meets the instructional level of each student. The Successful Offeror(s) may choose to include some Tier I materials that could be used for Tier II and Tier III Interventions for students not yet functioning on grade level.

The *SIPPS* program consists of three different developmental levels: Beginning, Extension, and Challenge. *SIPPS* Plus includes the same content as Beginning and Extension, but is presented in a way that honors older students and adults, and is

paced to help them close foundational skills gaps. Students place into the *SIPPS* program using a Placement Assessment, rather than by grade level.

***SIPPS* Beginning Level** provides intervention for students in grades K–3 in need of decoding at the simple alphabetic phase and sight word instruction.

***SIPPS* Extension Level** provides intervention for students in grades 1–3 in need of decoding in the spelling-pattern phase and sight word instruction.

***SIPPS* Challenge Level** has the potential for use as intervention in grades 2–12 and includes a focus on polysyllabic decoding, morphemic roots, prefixes and suffixes, and high-frequency academic vocabulary.

***SIPPS* Plus** was specifically designed to provide intervention for students in grades 4–12 who need decoding support in the simple alphabetic and spelling-pattern phases and sight word instruction.

10. Tier III materials should provide intensive, explicit, systematic instruction. These materials should be targeted to specific academic deficits.

Tier 3 intervention in the *SIPPS* program is offered in the *Intensive Multisensory Instruction for SIPPS Handbook*, which is included in the classroom package for each level. The Handbook suggests enhancements to the basic *SIPPS* routines that may be used with students with dyslexia or other significant challenges in learning to read. The handbook includes additional multisensory instruction ideas to strengthen the connections among the students' visual, auditory, and kinesthetic-tactile learning modes.

Section III—Technical Specifications

Collaborative Classroom is able to meet the technical specifications outlined in Section III. Detailed responses in relation to technical specifications are provided in Tab 4 and Tab 5.

Tab 3—Offeror Qualifications, Experience, Résumés and Financial Capacity.

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

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

Collaborative Classroom is a nonprofit educational organization with 41 years of experience dedicated to providing curricula that support the academic, ethical, and social development of children and continuous professional learning for teachers.

Experience with a project of this magnitude;

Over its 41 year history, Collaborative Classroom has partnered with some of the largest school districts in the United States to fulfill its commitment to providing teachers with the support they need to ensure that students develop into highly literate critical thinkers who learn from, care for, and respect one another.

Collaborative Classroom's program materials improve teacher practice through intentionally designed curricula that encourage teachers to learn and develop effective instructional practices as they teach. The lessons provide teachers with the opportunity to internalize effective practices in literacy instruction while prompting them to think more deeply about teaching, learning, and literacy development. Teachers who use Collaborative Classroom's program materials deepen their content knowledge and develop their pedagogical expertise every day as they engage with the curricula and its embedded professional learning.

Collaborative Classroom's program materials not only impact student learning but also change teacher practice. They are designed to be educative resources for teachers, who improve their instructional practice simply by teaching lessons. This intentional design supports the learning of the following practices offered by Elizabeth A. Davis and Joseph S. Kracjik (2005) as design principles to make educative teacher manuals more accessible:

- Support teacher knowledge of subject matter
- Help teachers anticipate what learners might say or do in response to activities
- Help teachers consider how to relate units throughout the year
- Make visible the developers' pedagogical judgements
- Promote a teacher's pedagogical design capacity to make adaptations for learners

Listed below is a sampling of the districts that have partnered with Collaborative Classroom:

- Alameda Unified School District (CA)
- Augusta Public Schools (ME)
- Bellingham Public Schools (WA)
- Central Valley School District (WA)
- Corvallis School District (OR)
- DeSoto County Schools (MS)
- Ferguson-Florissant Schools (MO)

- Hampton City Schools (VA)
- Huntsville City Schools (AL)
- Kearny School District (NJ)
- Las Virgenes Unified School District (CA)
- Lee's Summit School District (MO)
- Pattonville Schools (MO)
- Pennridge School District (PA)
- P.K. Yonge Developmental Research School (FL)
- Ritenour Public Schools (MO)
- Rockland Public Schools (MA)
- Seattle Public Schools (WA)
- Sioux Falls School District (SD)
- Springfield Public Schools (MA)
- Virginia Beach Schools (VA)

Evidence of financial stability;

Collaborative Classroom's most recent financial report is provided in the Appendix, pages 44–60.

Experience with development of digital content aligned with Virginia SOLs;

The content we offer digitally is the same as what we offer in print. The *SIPPS* program is an appropriate intervention for students in grades K–12. The program addresses foundational skills standards, and is aligned to state standards, including Virginia's Standards for Learning. The following tool provides grade-level specific correlations of *SIPPS* to the standards: <https://bit.ly/EdGateCorrelations>.

Experience in K-12;

Collaborative Classroom has over 41 years of experience supporting K–12 education through program development and implementation support. Our work is predominately literacy for grades K–5, Social-emotional learning for grades K–8, reading intervention for grades K–12, and after school materials for grades K–8.

Evidence of research demonstrating the validity of the techniques, materials and interventions presented to include a review from an impartial research-based agency, such as the Florida Center for Reading Research or the Oregon Reading First Review Panel;

For information about the effectiveness of the *SIPPS* program, we encourage you to review the *SIPPS* Evidence Base & Impact, available at <http://bit.ly/2kx6NFU>. Other documents you may find helpful include the *SIPPS* Scope & Sequence (http://bit.ly/SIPPS_scope) and the *SIPPS* Theory & Research Base

(http://bit.ly/SIPPS_Evidence). *SIPPS* has also been reviewed by the Louisiana Department of Education; their full review is available [here](#).

Number of current customers;

Specific to the *SIPPS* program, we currently have approximately 850 customers.

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

Members of Collaborative Classroom's Dissemination and Implementation Department will provide the services described in this proposal. Our team of professional learning providers is composed of experienced leaders carefully selected for their expertise and knowledge of our materials and pedagogy. All professional learning providers are current or former teachers, reading specialists, or principals. All have implemented the strategies and programs for which they provide professional development.

At the district level, a team comprised of a Regional Director (RD), Manager of Educational Partnerships, and Professional Learning Lead(s) will work with HCPS to develop a plan for ensuring a smooth rollout of *SIPPS*. The learning lead will facilitate learning sessions and schedule regular check-in meetings. Additional consultants may be added to the team during the professional learning planning process.

Brief biographies of Collaborative Classroom's main points of contact for HCPS are provided below.

Katy Cortelyou, EdD, works as a Regional Director with the Collaborative Classroom. For the past twenty years, she has worked as a classroom teacher, literacy coach, reading interventionist and professional developer. She earned her EdD in Curriculum and Instruction from the University of Central Florida. Her research efforts focused on the role of teacher knowledge and the teaching of primary level at-risk readers. She also holds National Board Certification as an Early Childhood Generalist. Katy is passionate about working alongside educators to deepen professional practices that inspire student learning.

Maria Arnett is a Manager of Educational Partnerships with Collaborative Classroom. She received her M.ED. from the University of Virginia and has experience as a classroom teacher, reading specialist, and instructional specialist at the district level. Her role in both school and district-level positions was to support curriculum implementation and provide high-quality professional development for teachers and administrators. Maria has experience as a literacy coach and is passionate about building teacher capacity in research-based literacy instruction to ensure equitable access for all students.

Genevieve Thomas is a Professional Learning Lead for Collaborative Classroom. Genevieve has worked in education since 2004 as a special education teacher, a literacy specialist, a new teacher coach, a school psychologist, and an

administrator. She holds a BA in Spanish Language and Literature from the University of Washington, and graduate degrees in Special Education and School Psychology from Loyola Marymount University. Genevieve has experience designing and delivering professional development content at the local, state, and national levels on topics ranging from social-emotional learning to inclusive special education practices and more. She has extensive teacher coaching experience, and has led district-wide implementation efforts on multiple initiatives. Genevieve is particularly passionate and well-versed in system-wide implementation of MTSS frameworks.

Résumés of proposed staff that would be assigned to this project.

Résumés for Katy, Maria, and Genevieve are provided in the Appendix, pages 61–76.

Tab 4—Service Approach and Implementation

In this tab, offerors should describe, in detail, the proposed solution. Offerors shall discuss their current workload and their ability to provide their proposed solution by July 1, 2021.

The *SIPPS* (Systematic Instruction in Phonological Awareness, Phonics, and Sight Words) program is a standards-aligned, systematic foundational skills program that helps readers in grades K–12 achieve independent, fluent reading through the development of accuracy, automaticity, and prosody. *SIPPS* develops word-recognition strategies, phonological awareness, and phonics skills that enable students to become independent, confident readers and writers who can make meaning of increasingly complex texts. It has the potential to provide accelerative remedial instruction in foundational skills at the student’s point of need.

Developed by Dr. John Shefelbine, the *SIPPS* program supports decoding development across three phases—the simple alphabetic phase, the spelling-pattern phase, and the polysyllabic/morphemic element phase. The *SIPPS* program aligns with the elements of [Structured Literacy](https://bit.ly/3kCqhSM) (<https://bit.ly/3kCqhSM>) and shares many of the same characteristics as the [Orton-Gillingham Approach](http://bit.ly/2NHZ32r) (<http://bit.ly/2NHZ32r>). The lessons are built upon systematic, explicit multisensory routines. The program has built in support for reteaching and intensifying instruction when needed.

***SIPPS* Beginning Level** is aligned with state standards for foundational skills in kindergarten. It provides intervention for students in grades K–3 in need of decoding at the simple alphabetic phase and sight word instruction.

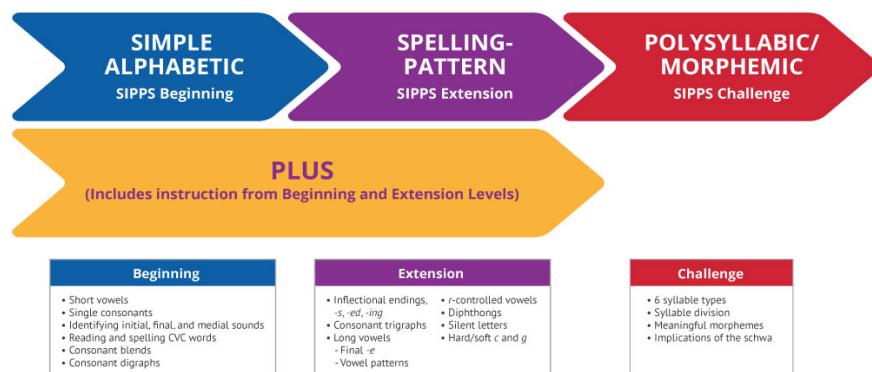
***SIPPS* Extension Level** is aligned with state standards for foundational skills in grade 1. It provides intervention for students in grades 1–3 in need of decoding in the spelling-pattern phase and sight word instruction.

***SIPPS* Challenge Level** is aligned with state standards for foundational skills for grades 2–3. It has the potential for use as intervention in grades 2–12 and includes a focus on polysyllabic decoding, morphemic roots, prefixes and suffixes, and high-frequency academic vocabulary.

***SIPPS* Plus** is aligned with state standards for foundational skills typically acquired in grades 1–2. It was specifically designed to provide intervention for students in grades 4–12 who need decoding support in the simple alphabetic and spelling-pattern phases and sight word instruction.

PHONICS CONTINUUM

SIPPS® (Systematic Instruction in Phonological Awareness, Phonics, and Sight Words)



Offerors shall provide, at minimum, the following:

A sandbox environment for any digital proposed solutions for the committee to use for evaluation. If the “sandbox: environment is not available, offerors shall provide screenshots for the product with their proposal;

SIPPS materials are available for review in our digital platform, the Learning Portal. To access these materials, please visit <https://login.ccclearningportal.org/> and use the following credentials:

User Name	Password
henrico@eval.collaborativeclassroom.org	Classroom1

Upon logging in, click on the “resources” tab to view *SIPPS* materials. Additional trial accounts can be created by visiting the following link <https://info.collaborativeclassroom.org/trial/> or by emailing support@collaborativeclassroom.org.

Samples of the instructional materials (printed format) that are being offered. See Sec.VIII for instructions. (***DO NOT INCLUDE YOUR PROPOSALS WITH YOUR SAMPLES**)

Print samples of the *SIPPS* program are scheduled to arrive on or before 3/5/2021.

A projected schedule for performing key phases of the project, including estimated time frame;

Collaborative Classroom is prepared to support the professional learning needs of Henrico County Public School District with the implementation of *SIPPS*. Our professional learning efforts are designed to provide guidance, support, and resources for the various phases of implementation:

- Pre-implementation
- Launch
- Year 1- Early Implementation
- Year 1- Winter and Spring
- Year 1- Reflection
- Year 2 and Beyond

We recommend ongoing support across all phases of *SIPPS* implementation, and can support school and district leaders with developing a tailored professional learning plan.

Collaborative Classroom will work in partnership with the district to engage in the professional learning system to develop a multi-year plan that provides a variety of ongoing support. Types of support may include:

- Virtual and in-person training and networks for coaches
- Virtual and in-person Train the Trainer sessions
- Side-by-side coaching

- Classroom-embedded professional learning sessions
- Professional learning workshops and institutes
- Access to Collaborative Classroom’s Leaders, Bilingual, Literacy Coaching, and Technology Networks

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

We strongly encourage HCPS to consider purchasing the Enhanced Technology Plan for each school site. The Enhanced Plan has an annual fee of \$250/site. The table below details what the Enhanced Plan offers.

	Included (with licensed purchase)	Enhanced Plan (\$250/ School / year)
<ul style="list-style-type: none"> ● Program Resources ● Communication ● Professional Learning 	✓	✓
Access Pro <ul style="list-style-type: none"> ● Digital Teacher’s Set 	✓	✓
ClassView Pro Desktop <ul style="list-style-type: none"> ● Assessment Engine ● BR, MM, BW, SIPPS 	✓	✓
Roster Management <ul style="list-style-type: none"> ● Class Data Synchronization 	✓ <i>Self Service (with designated district admin)</i>	✓ <i>Managed CSV upload or Automatic Sync</i>
Teacher Reporting <ul style="list-style-type: none"> ● Class & Individual Student 	✓	✓
Enhanced Reporting <ul style="list-style-type: none"> ● Student Profile (360 view) ● Roll-up and drill-down ● District aggregation 	-	✓
Single Sign-on (SSO)	-	✓

Sandbox Environment <ul style="list-style-type: none"> Data and Functionality Testing 	-	✓
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*Any additional technical professional services can be quoted as needed

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

Please review <https://info.ccclearningportal.org/terms> for Collaborative Classroom’s terms of use.

Discuss how parental consent is handled, if required; and

Students do not use any of our core digital offerings directly. Access to the Learning Portal and the other elements of our digital product are restricted to school staff (teachers, coaches, and administrators). Consequently, parental consent in the context of the core product is not applicable.

At the time of our response, there are two student-facing mobile apps that are free and completely disconnected from the remainder of our digital ecosystem. More information can be found at <https://info.ccclearningportal.org/student>. Only one of the apps (BookRoom!) is relevant to SIPPS and it is completely optional. Parental consent is assumed in the context of monitoring the scope of installed apps on mobile devices.

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

Collaborative Classroom’s position is that each school and district implementing *SIPPS* holds the expertise and knowledge for what will work best in formulating a professional learning plan within its own professional learning culture. This knowledge is critical to ensuring the adult learning processes result in positive student learning.

Our professional learning positions the district or building leader responsible for the implementation of *SIPPS* as having a singular role in the curriculum’s success. The professional learning and its related support materials are designed to help the leaders and their teams plan, launch, monitor, and support all program activities during the first year of implementation and beyond, ensuring that the curriculum takes root and provides a lasting benefit for all students and adults in the school or district.

At the onset of adoption, communication will occur with the Collaborative Classroom team (consisting of the regional director, manager of educational partnerships, and professional learning lead) and HCPS district leaders to develop a site-specific plan for the phases of implementation. Once the plan is underway, the lead consultant will schedule regular check-in meetings.

A tentative timeline for implementation is provided in the table below.

Completion Date(s)	Implementation Phase	Responsible Party
Summer 2021	Pre-implementation	District Leaders Collaborative Classroom
August 2021	Launch	School & District Leaders Collaborative Classroom
September–November 2021	Yr. 1- Early Implementation	School & District Leaders Collaborative Classroom
December 2021–March 2022	Yr. 1- Winter and Spring	School & District Leaders Collaborative Classroom
April–June 2022	Yr. 1- Reflection	School & District Leaders Collaborative Classroom
August 2022+	Yr. 2 and Beyond	School & District Leaders Collaborative Classroom

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

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

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

The Learning Portal was designed in 2017-2019 as the “second generation” digital platform for Collaborative Classroom’s curricular programs. Like its predecessor (the Learning Hub, still with 2,000 - 3,000 daily users), the Learning Portal is targeted for direct use only by district employees (teachers, coaches, administrators). The Learning Portal is an elastic web platform (running on AWS) with a distributed microservices architecture and an identity, access, and authentication management engine licensed from and maintained by an industry leader. It was designed to handle 100,000 - 10,000,000 daily users.

Collaborative Classroom does not have any data to demonstrate that the platform’s responsiveness does not degrade with user activity at this level, but based on the elastic nature of the architecture, there is no reason to expect significant degradation. There are environments where such testing could be done, but it would require a significant development project to simulate these load levels. Collaborative Classroom does not believe doing such testing is warranted and an effective use of our resources.

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

Only district staff (teachers, coaches, and administrators) will have accounts on the Learning Portal. One or more administrators at the district office are designed as “organizational administrators” of our platform (that administrative access can also be conferred to leaders of each school within the district). Users with this administrative access (admins) have access to an “org admin” web tool, which includes modules for account and license management.

Once configured, any user with an email address associated with the district can create a Learning Portal account (this functionality can be disabled if desired). Hence, users can create accounts on demand without administrative action. Alternatively, admin users can either create accounts for other users interactively with the org admin web tool, or upload a CSV file to create accounts en masse.

Alternatively, if your district provides OneRoster files for rostering, we have an option to generate an account for any users therein designated as a teacher (or, we can work to provide a metadata field to specify which users in the payload should have an account).

While our system does support SSO with your district IDP, it does not support JIT

(just-in-time) account creation.

Describe the data exchange process in detail;

By “data exchange process”, it is assumed that the process in question is how information from the district’s SIS (student information system) is provided to the Learning Portal (as needed). The Learning Portal (specifically in this case, ClassView Pro, the assessment engine) can ingest rostering information from the district SIS on a regular ongoing basis. That rostering information is held

Should “data exchange process” refer to LMS interoperability, please note that Collaborative Classroom is in process of an LTI 1.3 implementation. Collaborative Classroom will be working towards supporting and eventual certification to the other relevant standards in the IMS Global portfolio that are relevant to our platform.

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

The data model used within the Learning Portal system is quite flexible.

While classes must have a single “primary” teacher, classes can have multiple teachers for instruction. Individual students can also be shared with read-only and read-write access with other teachers within the building and district.

Teachers and schools can be associated with one or more (up to the number of schools in the district) schools in the district.

Despite that flexibility, Collaborative Classroom does recommend keeping the number of schools to which a student or teachers is affiliated to the needed minimum for instruction and sharing. Note that administrative staff can be affiliated to the district, which provides visibility to data connected to each school within the district.

Provide per user bandwidth requirements for the proposed solution;

The bandwidth required is not unusually large, and any standard WiFi connection with an internet connection of 20 Mbps downstream and 2 Mbps upstream should be more than sufficient.

Provide the average bandwidth per student required; and,

Students do not use our system directly. While there are some group and class assessments that might increase in size with the number of students therein, the additional bandwidth per student is negligible.

Virtually all other interactions that a staff member would have with the Learning Portal and our student assessment web application (ClassView Pro) do not involve parallel processing of multiple students concurrently.

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).

Collaborative Classroom is an affiliate member of IMS Global, and the development project to support LTI version 1.3 and LTI Advantage is only now beginning. Collaborative Classroom expects to have a certified solution as a tool provider by the beginning of the upcoming school year (September 2021). The complete scope of the LTI implementation has not been finalized. The intention is to ensure end-to-end compatibility with both Canvas and Schoology, which are the two Learning Management Systems used by the majority of the districts that currently use the Learning Portal and the other ancillary web applications. Collaborative Classroom would be happy to discuss the nature of interoperability that Henrico hopes to experience between Schoology and the Learning Portal, given the lack of direct student access into our platform.

Tab 6—Reporting and Monitoring

In this tab, offerors shall provide the following information regarding reports and monitoring

Describe program-specific progress monitoring. While program monitoring is desired, HCPS shall continue to monitor student progress using a progress monitoring tool that is independent of the students' curriculum/intervention.

Criterion-referenced mastery tests, embedded at designated intervals in the scope and sequence of each level, provide on-going progress monitoring data. The mastery test data not only document mastery of the phonics and high-frequency words in a given group of lessons, but also support instructional decisions to guide reteaching, which may include adjusting pacing and delivery.

Mastery Tests are built into the program to help the teacher monitor student progress and to inform differentiation of phonics instruction and flexible grouping. In addition to the Mastery Tests, teacher guidance is provided for understanding the data collected and analyzing student errors. This guidance is embedded within the lessons immediately after a Mastery Test is recommended to be administered. Guidance is labeled as "Mastery Test Interpretation" and "Analysis of Errors." Mastery Tests also provide teacher guidance.

Within the Learning Portal, teachers have the option to electronically collect, synthesize, and report assessment data (including progress monitoring data) for each student. Teachers can enter data directly into ClassView Pro and then view reports on the progress of individual students or the entire class. In addition, the tool assists teachers with:

- Class, group, and student setup
- Informing placement in small groups, assessing mastery of early reading progress, and assessing social skills taught across modules
- Creating digital student portfolios that contain examples of students' work and completed assessment forms
- Managing and organizing individual and class assessment forms
- Sharing records and student work with parents, colleagues, and administrators
- Attaching records to student profile (e.g., Google docs, pdf, etc.)

Provide samples and descriptions of reports offered and the ability to customize content and reports.

Our reporting system provides visual progress of work for students and classes for each of our programs. Reports are available to the teacher, principal, or district. Data can also be provided in CSV format for analysis and presentation in your own analytics products. Sample reports are pictured on the pages that follow.

CVPRO Analytics

localhost:8080/CVPROanalytics/rdPage...

Select School Year: 2018

Being a Reader | Being a Writer | Making Meaning | Small-group Reading | SIPPS

Individual Assessments | Class Assessments | Summary

Select Student: Broddie Grandin

Assessments

Unit/Week	Assessment Title	Completion	View
General	Individual Letter Name Assessment		
	Small-group Placement Assessment for Sets 1–5 (K–1)	✓	
	Word Study Progress Assessment 1 (after Week 8)	✓	
	Word Study Progress Assessment 1 (after Week 8)	✓	
	Small-group Placement Assessment for Sets 1–5 (K–1)		
	Word Study Progress Assessment 1 (after Week 8)	✓	

Conference Notes

Unit/Week	Assessment Title	Completion	View
General	Independent Work Check-in (Conferring) Conference Notes		

Social Skills Assessment

Unit/Week	Assessment Title	Completion	View
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CVPRO Analytics

localhost:8080/CVPROanalytics/rdPage...

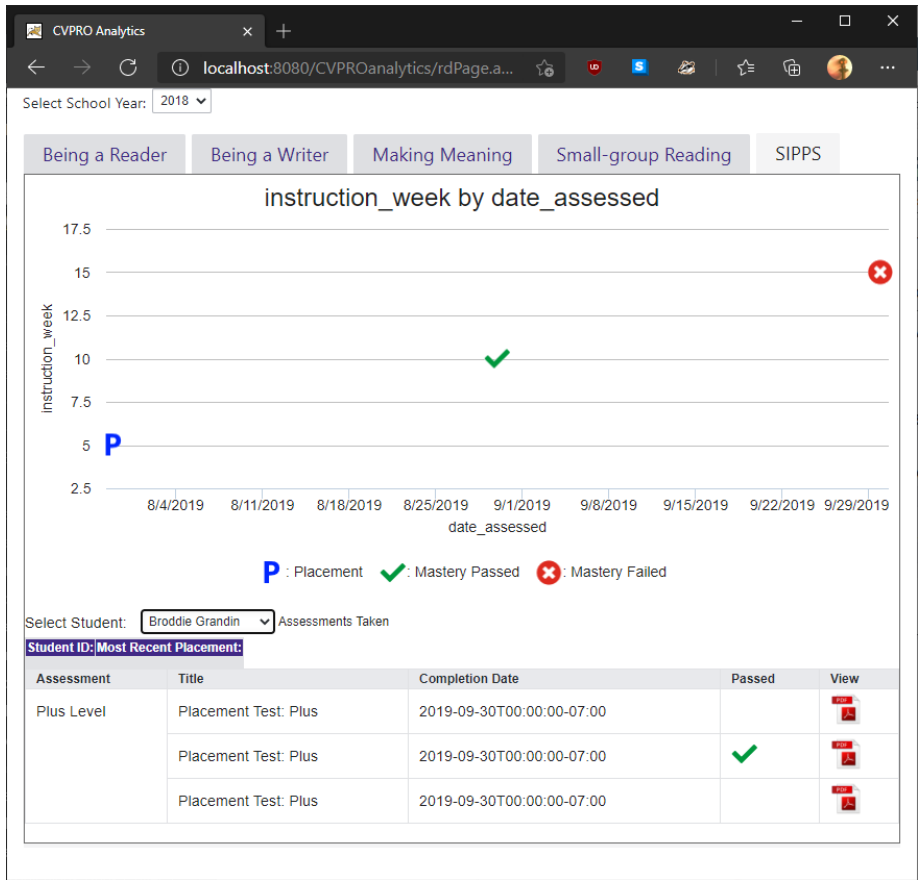
Select School Year: 2018

Being a Reader Being a Writer Making Meaning Small-group Reading SIPPS

Individual Assessments Class Assessments Summary

Select Class: Class 18

Unit/Week	Assessment Title	Completion	View
Week 8	Word Study, Week 8, Day 4 Class Assessment Record		
	Independent Work Check-in (Independent Work Observation) Class Assessment Record		
	Independent Work Check-in (Independent Work Observation) Class Assessment Record		
	Independent Work Check-in (Independent Work Observation) Class Assessment Record		
	Learning Letter Names, Lesson 4 Class Assessment Record		
	Word Study, Week 8, Day 2 Class Assessment Record		



Tab 7—Training and Professional Development

In this tab, offerors shall describe training and professional development that is included with the proposed solution. Offerors shall include a description of the required training for implementation of the program as well as options for continued professional development at either the district or school level. Pricing shall be clearly defined in the proposal submission. Include pricing for county-wide, train-the-trainer model as well as resources and professional development options available to schools at no additional cost.

Collaborative Classroom believes that professional learning is essential to the success of teachers, schools, and students—it is at the core of all our work. We have a unique array of curricular programs, services, and resources that, when combined, form a system of professional learning support for teachers. This model provides opportunities for teachers to learn by themselves, in professional learning communities, online, and with in-person coaching and support.

Collaborative Classroom will work in partnership with Henrico to engage in the development of a multiyear plan that supports *SIPPS* implementation and accommodates the district’s goals and objectives. The development of a plan begins with the assumption that effective professional learning is embedded in classroom practice and occurs every day as teachers try new and proven approaches, observe students, and reflect on outcomes. We partner with districts in planning professional learning and providing guidance, support, and resources across all phases of program implementation:

Phases of the Professional Learning System for Collaborative Literacy	
Pre-implementation	Plan for Successful Implementation
	Launch
Implementation	Early Implementation
	Winter and Spring Implementation
	Reflect on Year 1 Implementation
Year 2 and Beyond	Prepare for Year 2 and Beyond
	Support for Ongoing Learning

The Appendix of this proposal includes “*SIPPS* Professional Learning Support,” which is used to support schools and districts with implementation guidance and recommended professional learning activities.

Teacher Learning System (TLS) (included with program purchase).

The goal of the *Teacher Learning System* is to provide online teacher-facing support for Collaborative Classroom’s programs to improve teacher practice and student outcomes. The system will provide just-in-time, ongoing professional learning opportunities directly to teachers via our digital platform, the Learning Portal.

As teachers consider their professional learning goals for the school year, they might use the *Teacher Learning System* to:

- Engage in the learning opportunities at their own pace to meet their identified learning goals.

- Engage in the learning opportunities when notified via the Learning Portal.
- Collaborate with a colleague or team to determine how you will engage in the learning opportunities.

Specific to *SIPPS*, the TLS currently offers over a dozen learning options, such as “Tab Your Manuals,” “*SIPPS* QuickStart Guide for Teachers,” and “Prepare to Administer the *SIPPS* Placement Assessment.”

Tab 8—Pricing

In this tab, offerors shall provide a detailed pricing schedule. The price shall include all costs associated with providing the services and materials outlined in Sec. II and Sec.III of this RFP.

List all categories separately, itemized for evaluation such as material cost, training of County staff, projected man-hours, hourly rates, etc.

Include a statement that the Offeror will provide all services as outlined in their proposal.

Provide all costs for annual services for each program being offered up to five years. To include the following:

- i. Provide a cost proposal for professional development and training for HCPS new hires working with reading RTI Tier II and Tier III interventions beyond the first year of implementation.

Professional learning rates are provided in the detailed pricing provided on pages 36–39. Collaborative Classroom will work with HCPS in ensuring new hires working with reading RTI Tier II and Tier II interventions beyond the first year of implementation receive the support they need to implement *SIPPS* effectively. Professional learning for new hires may be folded into the ongoing learning that will occur with the district in Year 2 and beyond.

- ii. Provide a separate cost for consumable materials.

Please see the detailed pricing provided on pages 36–39 for pricing on consumables. Please note, consumables are only utilized when *SIPPS* Beginning, Extension, and/or Plus are used for Tier 3 intervention. Not every student will require a consumable. Additionally, consumables are also available on the Learning Portal as printable PDFs.

Provide a separate cost for RTI Tier II and Tier III interventions for secondary (grades 6-12) writing skills.

Not Applicable.

Provide pricing for Year 1 on **Attachment G**, based on your firm’s pricing model. If more than one program is being offered, offers must provide a separate **Attachment G** for each program being offered.

Please see Attachment G (page 35) and the detailed pricing provided on pages 36–39.

For evaluation purposes, provide pricing for each grade level offered based on your firm's pricing model and the information listed below.		
Class size: 10 Students per class/1 teacher Provide total cost per class, Professional Development, Licenses, and Consumables for each year. Provide one worksheet per program your firm is offering.		
	YEAR 1	Level(s)*
Grade Level		
K	\$1,050.00	Beginning
1	\$1,700.00	Beginning and Extension
2	\$650.00	Extension
3	\$1,200.00	Extension and Challenge
4	\$1,200.00	Plus and Challenge
5	\$1,200.00	Plus and Challenge
6	\$1,200.00	Plus and Challenge
7	\$1,200.00	Plus and Challenge
8	\$1,200.00	Plus and Challenge
9	\$1,200.00	Plus and Challenge
10	\$1,200.00	Plus and Challenge
11	\$1,200.00	Plus and Challenge
12	\$1,200.00	Plus and Challenge
Professional Development -	\$13,800.00	**This estimate assumes 3 in-person days and 12 virtual hours for Year 1.
Licenses -	A 7-year digital license is included with each program package.	
Consumables -	Consumables are included with the initial package purchase. Consumables are only used when the program is used for Tier 3 intervention, meaning not every student will require a consumable. Additionally, consumables are available as printable PDFs in our digital platform, the Learning Portal. A 7-year digital license is included with each program package.	
Grand Total	\$29,200.00	*SIPPS uses a placement assessment to determine each child's specific point of need. The placement assessment indicates which level and which lesson within that level the student should begin receiving intervention. We've provided our best guess for the levels needed for each grade level, but in some cases, more than one level will be needed. Our team can support HCPS with purchasing decisions based on student data.
Class size: 10 Students per class/1 teacher Provide total cost per class, Professional Development, Licenses, and Consumables for each year. Provide one worksheet per program your firm is offering.		

Reading Intervention								
Product Number	Program Name	ISBN	Description	Cost per Unit	5	10	15	20
SPS4-CPB	SIPPS Beginning Level, 4th Ed.	978-1-68246-917-0	Includes Teacher’s Manual in a three-ring binder, Handheld Spelling-Sound cards (2 sets), Handheld Sight Word Cards (2 sets), Sight Word Wall Cards, Spelling-Sound Wall Cards, Reproducible Practice Reading Stories, Story Posters, Little Books (6 sets), Teacher’s Portfolio for instructional materials, <i>Learning Letter Names</i> , and <i>Intensive Multisensory Instruction for SIPPS</i> , and a 7-year digital license to the digital Teacher’s Manual with embedded professional development and links to electronic assessment support and a web-based card app.	\$1,050	\$5,250	\$10,500	\$15,750	\$21,000
SPS4-CPE	SIPPS Extension Level, 4th Ed.	978-1-68246-932-3	Includes Teacher’s Manual in a three-ring binder, Handheld Spelling-Sound Cards (2 sets), Handheld Sight Word Cards (2 sets), Spelling-Sound Wall Cards, Story Books (set of 12), Teacher’s Portfolio for instructional materials, <i>Intensive Multisensory Instruction for SIPPS</i> , and a 7-year digital license to the digital Teacher’s Manual with embedded professional development and links to electronic assessment support and a web-based card app.	\$650	\$3,250	\$6,500	\$9,750	\$13,000

Collaborative Classroom

**SIPPS Detailed Pricing List, Henrico County Public Schools
RFP 21-2114-2EMF**

SPS3-CPP-REV	SIPPS Plus, 3rd Ed.	978-1-68246-453-3	Includes Teacher’s Manual in a three-ring binder, Handheld Spelling-Sound cards (2 sets), Handheld Sight Word Cards (2 sets), Spelling-Sound Wall Cards, Dreams on Wheels decodable readers (set of 12), Teacher’s Portfolio for instructional materials, <i>Intensive Multisensory Instruction for SIPPS</i> , and a 7-year digital license to the digital Teacher’s Manual with embedded professional development and links to electronic assessment support and a web-based card app.	\$750	\$3,750	\$7,500	\$11,250	\$15,000
SPS4-CPC	SIPPS Challenge Level, 4th Ed.	978-1-68246-942-2	Includes Teacher’s Manual in a three-ring binder, Handheld Sight Syllable Cards, Handheld Spelling-Sound Cards, Irregular Sight Syllables Wall Chart, Spelling-Sound Wall Chart, Teacher’s Portfolio for instructional materials, <i>Intensive Multisensory Instruction for SIPPS</i> , and a 7-year digital license to the digital Teacher’s Manual with embedded professional development and links to electronic assessment support and a web-based card app.	\$550	\$2,750	\$5,500	\$8,250	\$11,000

ADDITIONAL SUPPLEMENTAL RESOURCES RECOMMENDED FOR EFFECTIVE IMPLEMENTATION

Product Number	Program Name	ISBN	Description	Cost per Unit	5	10	15	20
PLS-CL	The Professional Learning System for Collaborative Literacy	978-1-68246-771-8	The Professional Learning System for Collaborative Literacy includes a blend of print and digital materials that empower school and district leaders to successfully implement Collaborative Literacy after adoption. The system helps leaders plan for every stage of implementation from preparing for initial implementation through Year 2 and beyond, offering opportunities for reflection and guidance for troubleshooting along the way.	\$300	\$1,500	\$3,000	\$4,500	\$6,000
Annual Fee Per school	Enhanced Tech Package	Annual Fee Per school	Annual fee, per school, covers the following: Synchronized Roster Management with a designated Org Admin, teachers will get 360 views of their students, schools/Districts will have aggregate reporting dashboards(coming soon), schools/districts will have Single Sign On (SSO) to the Portal, and schools/districts can use a Sandbox environment to test their data.	\$250	\$1,250	\$2,500	\$3,750	\$5,000

CONSUMABLE RESOURCES PURCHASED IN YEARS 2+ OF AN IMPLEMENTATION

Note: Consumables are used when SIPPS is used as a Tier 3 intervention; replacements each year may not be necessary.

Product Number	Program Name	ISBN	Description	Cost per Pack (6 books)	5 (30 books)	10 (60 books)	15 (90 books)	20 (120 books)
SPS4-TWB-Q6	SIPPS: Trace and Write: Beginning Level	978-1-68246-929-3	Includes 6 copies of Trace and Write: Beginning Level.	\$30	\$150	\$300	\$450	\$600

Collaborative Classroom

**SIPPS Detailed Pricing List, Henrico County Public Schools
RFP 21-2114-2EMF**

SPS4-TWE-Q6	SIPPS: Trace and Write: Extension Level	978-1-68246-941-5	Includes 6 copies of Trace and Write: Extension Level.	\$30	\$150	\$300	\$450	\$600
SPS3-TWP-Q6	SIPPS: Trace and Write: SIPPS Plus	978-1-68246-365-9	Includes 6 copies of Trace and Write: SIPPS Plus.	\$30	\$150	\$300	\$450	\$600

PROFESSIONAL LEARNING

Session Type	Professional Learning Sessions (Suggested)	Daily/Hourly	Cost
On-site	On-site Professional Learning, Standard In-	Daily, per consultant, ≈50 participants	\$3,000
Virtual	Virtual Learning, Standard Hourly Rate	Hourly, per consultant, ≈20 participants	\$400
Virtual	Virtual Learning, Standard Hourly Rate	Hourly, 2 consultants, 21-100 participants	\$700

SHIPPING

- Orders under \$30—add \$5
- Orders from \$30 to \$100—add \$7
- Orders over \$100—add 8% of the materials subtotal
- Orders over \$10,000 shipping to one location—add 4% of the materials subtotal
- Orders over \$25,000—free shipping
- Orders outside the U.S.—rate varies by location, minimum \$10

Tab 9—References

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

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Ms. Susana Hogan
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Early Reading Intervention Instructional Specialist
Office of Academic Programs and Supports
804.780.7710
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Ms. Shannon Pipkin
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Principal, Saunders Elementary
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shannon.pipkin@nn.k12.va.us

(if needed) **Tab 10—Exceptions**

In this tab, offerors shall list any exceptions taken to the Scope of Services and General Terms and Conditions of this Request for Proposals. The County intends to make the RFP and the Successful Offeror's proposal a part of the contract between the parties, so Offerors should list any exceptions for purposes of negotiating the contract.

Collaborative Classroom has no exceptions to the Scope of Services and General Terms and Conditions.

We do strongly recommend that HCPS purchase the Enhanced Technology Plan, detailed on pages 22–23 of this proposal, for each school site that implements the *SIPPS* program.

(if needed) **Tab 11—Assumptions**

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

Not applicable.

(if needed) **Tab 12—Appendices**

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

- Financial Report
- Résumés of Proposed Staff
- *SIPPS* Professional Learning Support

Center for the Collaborative Classroom

Financial Statements

October 31, 2020
(With Comparative Totals for 2019)



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INDEPENDENT AUDITOR'S REPORT

To the Board of Trustees
Center for the Collaborative Classroom
Alameda, California

We have audited the accompanying financial statements of Center for the Collaborative Classroom (a California nonprofit corporation), which comprise the statement of financial position as of October 31, 2020, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion


In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Center for the Collaborative Classroom as of October 31, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As described in Note 10 to the financial statements, on March 11, 2020, the World Health Organization declared the novel strain of coronavirus ("COVID-19") a global pandemic and recommended containment and mitigation measures worldwide. The ultimate financial impact and duration of these events cannot be reasonably estimated at this time. Our opinion is not modified with respect to that matter.

Report on Summarized Comparative Information

We have previously audited Center for the Collaborative Classroom's 2019 financial statements, and our report dated February 4, 2020 expressed an unmodified opinion on those audited financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended October 31, 2019, is consistent, in all material respects, with the audited financial statements from which it has been derived.



Armanino^{LLP}
San Ramon, California

January 29, 2021

Center for the Collaborative Classroom
Statement of Financial Position
October 31, 2020
(With Comparative Totals for 2019)

	2020	2019
ASSETS		
Current assets		
Cash and cash equivalents	\$ 11,042,407	\$ 5,873,545
Trade receivables, net	2,697,318	2,965,154
Inventory	3,166,739	4,139,326
Prepaid expenses	<u>154,955</u>	<u>217,670</u>
Total current assets	17,061,419	13,195,695
Deposits and prepaid royalties	391,763	360,234
Property and equipment, net	<u>52,648</u>	<u>69,516</u>
Total assets	<u>\$ 17,505,830</u>	<u>\$ 13,625,445</u>
LIABILITIES AND NET ASSETS		
Current liabilities		
Accounts payable and accrued liabilities	\$ 2,563,865	\$ 1,793,008
Deferred revenue	897,677	762,607
Capital lease obligation, current	6,163	11,763
Loans payable, current	666,667	1,833,333
Note payable (Paycheck Protection Program), current	<u>1,083,566</u>	<u>-</u>
Total current liabilities	5,217,938	4,400,711
Deferred rent	37,778	66,141
Capital lease obligation, net of current portion	-	6,129
Loans payable, net of current portion	666,666	2,666,667
Note payable (Paycheck Protection Program), net of current portion	<u>807,412</u>	<u>-</u>
Total liabilities	<u>6,729,794</u>	<u>7,139,648</u>
Net assets		
Without donor restrictions	<u>10,776,036</u>	<u>6,485,797</u>
Total net assets	<u>10,776,036</u>	<u>6,485,797</u>
Total liabilities and net assets	<u>\$ 17,505,830</u>	<u>\$ 13,625,445</u>

The accompanying notes are an integral part of these financial statements.

Center for the Collaborative Classroom
Statement of Activities
For the Year Ended October 31, 2020
(With Comparative Totals for 2019)

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2020 Total</u>	<u>2019 Total</u>
Revenues, gains, and other support				
Publication revenue, net				
Publication and shipping and handling revenue	\$ 23,066,507	\$ -	\$ 23,066,507	\$ 24,837,345
Cost of publications sold	<u>9,529,111</u>	<u>-</u>	<u>9,529,111</u>	<u>9,744,283</u>
Total publication revenue, net	13,537,396	-	13,537,396	15,093,062
Contribution - loan forgiveness	2,725,000	-	2,725,000	-
Contributions	8,750	-	8,750	122,600
Consulting and workshop fees	1,054,943	-	1,054,943	1,120,075
Interest income	47,129	-	47,129	18,254
Other income	<u>315,100</u>	<u>-</u>	<u>315,100</u>	<u>350,968</u>
Total revenues, gains, and other support	<u>17,688,318</u>	<u>-</u>	<u>17,688,318</u>	<u>16,704,959</u>
Functional expenses				
Program services	10,753,698	-	10,753,698	13,590,126
Management and general	2,522,617	-	2,522,617	2,371,859
Fundraising	<u>121,764</u>	<u>-</u>	<u>121,764</u>	<u>151,829</u>
Total functional expenses	<u>13,398,079</u>	<u>-</u>	<u>13,398,079</u>	<u>16,113,814</u>
Change in net assets	4,290,239	-	4,290,239	591,145
Net assets, beginning of year	<u>6,485,797</u>	<u>-</u>	<u>6,485,797</u>	<u>5,894,652</u>
Net assets, end of year	<u>\$ 10,776,036</u>	<u>\$ -</u>	<u>\$ 10,776,036</u>	<u>\$ 6,485,797</u>

The accompanying notes are an integral part of these financial statements.

Center for the Collaborative Classroom
Statement of Functional Expenses
For the Year Ended October 31, 2020
(With Comparative Totals for 2019)

	Program Services	Management and General	Fundraising	2020 Total	2019 Total
Salaries, wages and benefits	\$ 8,045,690	\$ 1,276,120	\$ 112,985	\$ 9,434,795	\$ 10,414,381
Staff recruitment and training	20,843	36,978	-	57,821	50,369
Consultants and professional services	1,469,302	427,656	-	1,896,958	2,019,470
Copyright fees and licenses	61,992	-	-	61,992	78,075
Filing fees	5,121	6,446	-	11,567	57,202
Advertising and publicity	6,436	2,535	-	8,971	13,597
Meetings, workshops, and conventions	45,719	3,174	195	49,088	205,404
Conference fees and membership dues	25,041	12,026	-	37,067	106,475
Resource and educational materials	178,243	103	-	178,346	392,426
Office programs and supplies	19,778	6,445	189	26,412	33,388
Duplication and printing	46,140	688	-	46,828	120,412
Telephone	34,679	4,802	383	39,864	62,209
Postage and freight	10,985	2,496	-	13,481	37,035
Staff travel	212,095	5,800	102	217,997	749,243
Occupancy	410,851	59,544	5,954	476,349	409,288
Liability insurance	55,007	7,972	797	63,776	70,737
Equipment and computer technology	91,227	434,427	948	526,602	569,442
Interest expense	-	69,009	-	69,009	573,789
Depreciation	14,549	2,108	211	16,868	15,422
Bank fees	-	164,288	-	164,288	135,450
	<u>\$ 10,753,698</u>	<u>\$ 2,522,617</u>	<u>\$ 121,764</u>	<u>\$ 13,398,079</u>	<u>\$ 16,113,814</u>

The accompanying notes are an integral part of these financial statements.

Center for the Collaborative Classroom
Statement of Cash Flows
For the Year Ended October 31, 2020
(With Comparative Totals for 2019)

	<u>2020</u>	<u>2019</u>
Cash flows from operating activities	\$ 4,290,239	\$ 591,145
Change in net assets		
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities		
Depreciation	16,868	15,422
Gain on loan forgiveness	(2,725,000)	-
Changes in operating assets and liabilities		
Trade receivables, net	267,836	(898,810)
Inventory	972,587	(106,857)
Prepaid expenses	62,715	(28,909)
Deposits and prepaid royalties	(31,529)	(119,536)
Accounts payable and accrued liabilities	995,857	272,803
Deferred revenue	135,070	(29,863)
Deferred rent	<u>(28,364)</u>	<u>(19,153)</u>
Net cash provided by (used in) operating activities	<u>3,956,279</u>	<u>(323,758)</u>
Cash flows from investing activities		
Purchases of property and equipment	<u>-</u>	<u>(45,745)</u>
Net cash provided by (used in) investing activities	<u>-</u>	<u>(45,745)</u>
Cash flows from financing activities		
Principal payments on capital lease obligation	(11,729)	(11,183)
Principal payments on loans payable	(666,666)	(525,000)
Proceeds from borrowing under note payable (Paycheck Protection Program)	<u>1,890,978</u>	<u>-</u>
Net cash provided by (used in) financing activities	<u>1,212,583</u>	<u>(536,183)</u>
Net increase (decrease) in cash and cash equivalents	5,168,862	(905,686)
Cash and cash equivalents, beginning of year	<u>5,873,545</u>	<u>6,779,231</u>
Cash and cash equivalents, end of year	<u>\$ 11,042,407</u>	<u>\$ 5,873,545</u>

Supplemental disclosure of cash flow information

Cash paid during the year for interest	\$ 94,425	\$ 425,203
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The accompanying notes are an integral part of these financial statements.

Center for the Collaborative Classroom
Notes to Financial Statements
October 31, 2020

1. NATURE OF OPERATIONS

Center for the Collaborative Classroom (the "Collaborative Classroom") develops programs, conducts research, and disseminates knowledge that fosters children's ethical, social, and intellectual development. Collaborative Classroom's mission is to deepen children's commitment to values such as kindness, helpfulness, personal responsibility, and respect for others - qualities which Collaborative Classroom believes are essential to leading humane and productive lives in a democratic society - and to help children develop their capacities to think skillfully and critically, so they can continue learning throughout their lives.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of accounting

The financial statements of Collaborative Classroom have been prepared on the accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Financial statement presentation

Collaborative Classroom classifies its accounts into net asset classes as follows:

- *Net assets without donor restrictions* - Net assets available for use in general operations, including publication sales, consulting and workshop fees, and receiving interest from interest-bearing accounts, less expenses incurred in providing program-related services, cost of publication sales, and performing administrative and fundraising functions.
- *Net assets with donor restrictions* - Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. At October 31, 2020, there were no net assets with donor restrictions.

Revenues are reported as increases in net assets without donor restrictions unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in net assets without donor restrictions. Gains and losses on assets and liabilities are reported as increases or decreases in net assets without donor restrictions unless their use is restricted by explicit donor restriction or by law. Expirations of restrictions on net assets (i.e., the donor-stipulated purpose has been fulfilled and/or the stipulated time period has elapsed) are reported as transfers between the applicable classes of net assets.

Center for the Collaborative Classroom
Notes to Financial Statements
October 31, 2020

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Publication revenue

Publication revenue is recognized as publications are shipped and title and risk of loss have passed to the customer. The allowance for sales returns totaled \$50,000 at October 31, 2020 and is presented as a reduction to trade receivables on the statement of financial position.

Collaborative Classroom charges sales tax on sales to certain customers as required by law. These charges are recorded as a liability to the state and are not included in publication revenue.

Contributions and promises to give

Contributions, including unconditional promises to give, are recognized as revenue in the period received. Conditional promises to give are not recognized until they become unconditional; that is, when the barrier for which they depend is achieved and the right of release has been overcome. Contributions of assets other than cash are recorded at their estimated fair value. Contributions to be received after one year are recorded at the present value of their estimated future cash flows. The discount on these amounts is computed using risk adjusted market interest rates applicable to the years in which the promises are expected to be received. Amortization of the discount is recorded as additional contribution revenue in accordance with donor-imposed restrictions, if any, on the contributions. An allowance for uncollectible contributions receivable is established based upon management's judgment including such factors as prior collection history, aging statistics of contributions, and the nature of the receivable.

Consulting and workshop fees

Consulting and workshop fees are recognized in the period in which the services are rendered.

Deferred revenue

Payments for publications, consulting or workshop services received in advance of delivery of product or services are included in deferred revenue and recognized as revenue at the time of delivery or performance of services. Deferred revenue related to these products and services totaled \$897,677 as of October 31, 2020.

Shipping and handling costs

All shipping and handling costs incurred are billed to customers and are classified as publication revenue. Related shipping and handling costs are included in cost of publications sold.

Shipping costs include all costs that are incurred to physically move the product from Collaborative Classroom's fulfillment centers to the buyer's designated location. Handling costs are costs incurred to store, move, and prepare products for shipment.

Center for the Collaborative Classroom
Notes to Financial Statements
October 31, 2020

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Royalties

Royalties consist of amounts that are either prepaid or due to publishers under licensing agreements to print trade books. Royalty amounts are determined based on the number of trade books sold, the list price and specific royalty percentages. Prepaid royalty expenses are amortized, or royalty expense is accrued, based on sales activity and terms of the agreements. Prepaid royalties and accrued royalties totaled \$308,164 and \$597,051, respectively, at October 31, 2020. Accrued royalties are included in accounts payable and accrued liabilities on the statement of financial position.

Cash and cash equivalents

Collaborative Classroom maintains cash and cash equivalents with major financial institutions and considers all highly liquid investments with an original maturity of three months or less to be cash equivalents. Periodically, such investments may be in excess of federally insured limits. Collaborative Classroom believes that it mitigates this risk by maintaining deposits with high credit quality institutions.

Trade receivables

Collaborative Classroom grants credit primarily to educational institutions for the purchase of its books and videos. Trade receivables are typically payable within 30 days. Based on historical write-offs, overall economic conditions and the current aging status of its customers, Collaborative Classroom has established an allowance for uncollectible trade receivables at a level considered adequate to cover anticipated credit losses on outstanding trade receivables. Receivables are charged against the allowance for uncollectible trade receivables when management believes that collectability is unlikely. At October 31, 2020, Collaborative Classroom had an allowance for uncollectible trade receivables of \$99,527. At October 31, 2020, one customer comprised approximately 29% of trade receivables.

Inventory

Inventory, consisting primarily of books and videos, is stated at the lower of cost or net realizable value. Cost is determined using the weighted average method.

Management evaluates ending inventory for excess quantities and obsolescence on a continuous basis, with a comprehensive review performed annually. This evaluation includes analysis of historical and forecasted sales levels by product. In addition, Collaborative Classroom writes off inventory that is considered obsolete. Obsolescence is determined from several factors, including competitiveness of product offerings, market conditions, and product life cycles. Reductions of inventories for excess and obsolete inventory are charged to cost of goods sold. During the year ended October 31, 2020, Collaborative Classroom has recorded a reduction to inventory in the amount of \$678,758 as a result of expected excess and obsolete inventory.

Center for the Collaborative Classroom
Notes to Financial Statements
October 31, 2020

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Property and equipment

Property and equipment is stated at cost less accumulated depreciation. Generally, property and equipment is capitalized if the cost of an asset is greater than or equal to \$5,000 and the useful life is greater than one year.

Collaborative Classroom reviews long-lived assets for impairment when circumstances indicate the carrying amount of an asset may not be recoverable. Impairment is recognized if the fair value of the asset is less than the carrying value. When an impairment loss is recognized, the asset's carrying value is reduced to its estimated fair value. Depreciation is recorded using the straight-line method. All classes of property and equipment are depreciated over five years, with the exception of certain leasehold improvements that are depreciated over the lesser of the lease term or the estimated useful life of the improvements. Maintenance and repair costs are charged to expense as incurred.

Functional expenses

Expenses identified with specific projects are charged directly to the appropriate contract, grant, or agreement. Occupancy and other facility-related costs are allocated to specific programs on the basis of full-time equivalent employees on each project to total full-time equivalent employees.

Income tax status

Collaborative Classroom has been granted tax-exempt status by the Internal Revenue Service ("IRS") the California Franchise Tax Board under sections 501(c)(3) and 23701(d) of the respective income tax codes and regulations, and is registered with the Registry of Charitable Trusts of the Office of the Attorney General of the State of California. In addition, Collaborative Classroom has received a ruling from the IRS that it is not a private foundation.

Collaborative Classroom has evaluated its current tax positions and has concluded that as of October 31, 2020, it does not have any significant uncertain tax positions for which a reserve would be necessary.

Use of estimates

In preparing financial statements in conformity with U.S. GAAP, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities, and the disclosure of contingent assets and liabilities, at the date of the financial statements and revenues and expenses during the reporting period. Actual results could differ from those estimates.

Center for the Collaborative Classroom
Notes to Financial Statements
October 31, 2020

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Change in accounting principle

In June 2018, the Financial Accounting Standard Board ("FASB") issued Accounting Standards Update ("ASU") 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, which clarifies the criteria for evaluating whether a transaction is a contribution or an exchange transaction and whether a contribution is conditional or unconditional. Collaborative Classroom adopted ASU 2018-08 with a date of the initial application of November 1, 2019, using the modified prospective method.

The adoption of ASU 2018-08 did not have a significant impact on the Collaborative Classroom's financial position, results of operations, or cash flows. Collaborative Classroom has evaluated contributions received and has determined that there is no change as a result of the adoption of the standard.

Prior year summarized information

The financial statements include certain 2019 summarized information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. GAAP. Accordingly, such information should be read in conjunction with Collaborative Classroom's financial statements as of and for the year ended October 31, 2019, from which the summarized information was derived.

Subsequent events

Management has evaluated subsequent events through January 29, 2021, the date the financial statements were available to be issued. No subsequent events have occurred that would have a material impact on Collaborative Classroom's financial statements.

3. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following:

Property and equipment	\$ 602,844
Accumulated depreciation	<u>(550,196)</u>
	<u>\$ 52,648</u>

Depreciation expense amounted to \$16,868 for the year ended October 31, 2020. Assets held under capital lease totaled \$54,726 and had accumulated depreciation of \$49,377 at October 31, 2020.

Center for the Collaborative Classroom
Notes to Financial Statements
October 31, 2020

4. CAPITAL LEASE OBLIGATION

Collaborative Classroom holds a capital lease for office equipment (Note 3). The lease agreement requires monthly installments of \$1,032 through April 2021.

Future minimum lease payments due under the capital lease are as follows:

<u>Year ending October 31,</u>		
2021		\$ <u>6,252</u>
		6,252
Less: amount representing interest		<u>(89)</u>
		<u>\$ 6,163</u>

Interest expense on the capital lease agreement totaled \$626 for the year ended October 31, 2020.

5. LINE OF CREDIT

On May 22, 2019, Collaborative Classroom entered into a line of credit agreement with a local financial institution for borrowings up to \$1,000,000. The line of credit bears interest at the prime rate plus 1.25% and is secured by all business assets. The line of credit is automatically renewed unless written notice is obtained in advance of the expiration date. As of October 31, 2020, Collaborative Classroom has not drawn any amounts on the line of credit.

6. LOANS PAYABLE

On September 26, 2012, Collaborative Classroom entered into a \$5,000,000 loan agreement ("Foundations Loan") with three unrelated foundations (collectively, the "Foundations") to partially fund the development of a new program. The Foundations Loan bore interest at the rate of 2% per annum through September 26, 2015, and 3% per annum thereafter.

On March 23, 2016, the Foundations Loan agreement was amended to waive all interest, principal repayments, and covenant requirements through December 31, 2018. On April 15, 2019, the Foundations Loan agreement was amended again to alter the schedule of principal repayments. In this amendment, Collaborative Classroom agreed to repay the interest that had been waived in the period from January 1, 2016 through December 31, 2018.

The outstanding principal balance on the Foundations Loan is due and payable in four annual installments, with the first installment in the amount of one-fifth of the outstanding principal balance due in September 2019, and three equal installments due each anniversary thereafter.

Center for the Collaborative Classroom
Notes to Financial Statements
October 31, 2020

6. LOANS PAYABLE (continued)

At the request of one of the foundations, the first scheduled principal payment of \$500,000 was deferred. On May 7, 2020, this foundation elected to forgive all amounts due from Collaborative Classroom, including \$2,500,000 in outstanding principal payments and \$225,000 in accrued interest. These amounts have been included in the statement of activities as a contribution - loan forgiveness. There are no restrictions regarding the use of the forgiven funds. Collaborative Classroom's agreement with the remaining two foundations as part of the Foundations Loan was unaffected by this modification. At October 31, 2020, the outstanding balance on the Foundations Loan was \$1,333,333.

Interest expense during the year ended October 31, 2020 totaled \$68,383.

Principal payments on loans payable are due as follows:

<u>Year ending October 31,</u>	
2021	\$ 666,667
2022	<u>666,666</u>
	<u><u>\$ 1,333,333</u></u>

7. NOTE PAYABLE - PAYCHECK PROTECTION PROGRAM

On April 14, 2020, Collaborative Classroom received loan proceeds of \$1,890,978 issued by California Bank of Commerce under the Paycheck Protection Program ("PPP") which was established under the Coronavirus Aid, Relief, and Economic Security ("CARES") Act, and is administered by the U.S. Small Business Administration. The term of the loan is two years and the annual interest rate is 1.00%. Payments of principal and interest are deferred for the first ten months of the loan. Under the terms of the CARES Act, PPP loan recipients may apply for and be granted forgiveness of all or a portion of the loans granted under the PPP. Such forgiveness will be determined based on the use of the loan proceeds for payroll costs, rent, and utility expenses, and the maintenance of workforce and compensation levels with certain limitations. Collaborative Classroom believes that it will likely qualify for full forgiveness, but there is uncertainty around the standards and operation of the PPP and no assurance is provided that Collaborative Classroom will obtain forgiveness in whole or in part. Therefore, until more clarity is obtained, Collaborative Classroom has recognized the funds as a liability in the statement of financial position at October 31, 2020, and will recognize income once formal forgiveness is received.

Center for the Collaborative Classroom
Notes to Financial Statements
October 31, 2020

8. RETIREMENT PLAN

Collaborative Classroom provides retirement benefits to its employees through a defined contribution tax sheltered 403(b) retirement plan. Employees are eligible to join the plan on a voluntary basis at time of hire. After employees have worked six months and completed 500 hours of service, they are eligible to receive employer contributions (if any). Employees are fully vested upon admittance to the plan. Employer contributions totaled \$97,163 during the year ended October 31, 2020.

9. COMMITMENTS AND CONTINGENCIES

Collaborative Classroom conducts its operations in a leased facility in Alameda, California under an operating lease agreement entered into on June 1, 2016 and expiring September 30, 2021. The lease calls for escalating rental payments with monthly installments ranging from \$24,370 to \$28,270.

The Alameda lease agreement was amended on November 27, 2018 to expand the existing premises to include certain space containing approximately 2,765 rentable square feet, referred to as Suite 403. This lease commenced on April 1, 2019 and expires on September 30, 2021. This expansion calls for escalating rental payments with monthly installments ranging from \$9,539 to \$10,120.

Future payments under operating lease agreements are as follows:

<u>Year ending October 31,</u>	
2021	\$ <u>415,182</u>
	<u>\$ 415,182</u>

In addition, Collaborative Classroom is party to another operating lease in Emeryville, California which expires in May 2023. On April 28, 2016, Collaborative Classroom entered into an agreement to assign this lease in its entirety to another tenant. The assignee has assumed all obligations and future rent payments for the remainder of the term of the lease. Collaborative Classroom would remain responsible for future obligations under the lease, including rent payments, in the event the assignee were to default on the lease. Sublease income under this operating lease amounted to \$198,323 for the year ended October 31, 2020 and is included in other income in the statement of activities. The total remaining commitment on this lease is \$1,662,562 at October 31, 2020.

Rent expense for the year ended October 31, 2020 was \$476,349.

Center for the Collaborative Classroom
Notes to Financial Statements
October 31, 2020

10. RISKS AND UNCERTAINTIES

In December 2019, an outbreak of a novel strain of coronavirus ("COVID-19") originated in Wuhan, China and has since spread to a number of other countries, including the U.S. On March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic. In addition, several states in the U.S., including California, where Collaborative Classroom is located, have declared a state of emergency.

COVID-19 could adversely affect the economies and financial markets of many countries, namely the U.S., resulting in an economic downturn that could affect Collaborative Classroom in a variety of ways. Collaborative Classroom cannot anticipate all of the ways in which COVID-19 could adversely impact its operations. Although Collaborative Classroom is continuing to monitor and assess the effects of the COVID-19 pandemic on its operations, the ultimate impact of the COVID-19 outbreak, the CARES Act and other governmental initiatives is highly uncertain and subject to change.

11. LIQUIDITY AND FUNDS AVAILABLE

As part of Collaborative Classroom's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due. In addition, Collaborative Classroom invests cash in excess of daily requirements in interest-bearing money market accounts.

To help manage unanticipated liquidity needs, Collaborative Classroom has a committed line of credit with available borrowing of \$1,000,000 (Note 5).

Collaborative Classroom's financial assets available within one year of the statement of financial position date for general expenditure are as follows:

Cash and cash equivalents	\$ 11,042,407
Trade receivables, net	<u>2,697,318</u>
	<u>\$ 13,739,725</u>

KATHRYN R. CORTELYOU

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EDUCATION

University of Central Florida, August 2005 – December 2012

EdD in Curriculum and Instruction

Dissertation Title: Exploring Intensive Reading Intervention Teachers' Formal and Practical Knowledge of Beginning Reading Instruction Provided to At-Risk First Grade Readers

University of South Florida, August 2002 - June 2004

M.A. in Reading Education, K-12

Florida Southern College, September 1991 - December 1995

B.S. in Elementary/Primary Education

CERTIFICATIONS

National Board Certification, December 2001-Present

Early Childhood Generalist

Professional Educator's Certificate, July, 2018-June, 2023

Elementary Education, Grades 1-6

ESOL, Grades K-12

Primary Education, Grades K-3

Reading, Grades K-12

EMPLOYMENT HISTORY

Center for the Collaborative Classroom **Alameda, CA**

Northeast Regional Director, June 2017 – Present

Promote the mission of Collaborative Classroom by collaborating with district and school leaders throughout the Northeast region of the United States that includes New Jersey, Connecticut, Rhode Island, Pennsylvania, New York, Delaware, Massachusetts, New Hampshire, Vermont, and Maine. Responsible for cultivating district and organizational partnerships, planning professional learning experiences supportive of implementation goals, engaging with educators as a thought partner around critical problems of practice.

Center for the Collaborative Classroom **Alameda, CA**

Education Consultant, August 2013-May 2017

Promote the mission of CCC as a nonprofit organization devoted enhancing teacher practice through the understanding of best practice research and the implementation of high-quality literacy materials. Mission outreach efforts include the facilitation of professional learning

institutes, communication with district and school leaders, implementation support through in-classroom lesson demonstrations and ongoing engagement with educators.

Kenly Elementary Tampa, FL
K-2 Academic Intervention Specialist, August 2009 – 2013

Provide daily intensive reading instruction to at-risk students in grades K-2. Utilize research based intervention curricula. Administer formative and general outcome assessments to monitor student progress and to adjust instruction as needed. Communicate with K-2 teachers to coordinate core reading instruction and intervention instruction. Support parent curriculum nights. Support fellow colleagues by sharing professional resources and current research findings, guiding data analysis, and providing demonstration lessons.

University of Central Florida Orlando, FL
Reading First Coordinator serving Hillsborough County, August 2004- August 2009

Provided on-site support to Hillsborough County's Reading First schools. Worked side by side with Reading First coaches to provide demonstration lessons in K-3 classrooms, to observe reading instruction in K-3 classrooms, to facilitate data analysis conferences, to create and deliver professional development, to analyze state data and accountability reports, to facilitate monthly literacy leadership team meetings. Designed and delivered professional development presentations to all district reading coaches. Worked closely with district reading staff to coordinate summer professional development offerings and to effectively implement the expectations of the Reading First grant.

R. Bruce Wagner Elementary Lakeland, Florida
Literacy Coach, August 2002-July 2004

Worked closely with principal and teachers to establish school-wide common practices in the area of literacy. Provided ongoing professional development through in classroom coaching support, whole faculty training sessions, and grade level team meetings. Coordinated summer literacy programs. Assisted with parent literacy nights.

Wendell Watson Elementary Lakeland, Florida
Classroom Teacher, August 1996-June 2002

Taught grades K, 1 and 3. Successfully orchestrated all aspects of classroom teaching including daily lesson planning, formal and informal data collection, regular communication with students' families, classroom organization and management. Served as grade level chairperson. Supervised interning teachers. Participated in faculty book studies. Chaired school writing committee.

PROFESSIONAL GROWTH AND DEVELOPMENT

- ◆ SIPPS, 3rd Edition, April 2013
- ◆ Text Complexity presented by Doug Fisher, March 2013
- ◆ SIPPS, 2nd Edition, September 2012
- ◆ Applying the CCSS in the K-1 Classroom, July 2012
- ◆ Deepening Understanding of the CCSS, April 2012
- ◆ Professional Learning Community's in Action, October 2010
- ◆ Understanding Dyslexia with Drs. Bennett and Sally Shaywitz, September 2010
- ◆ Response to Intervention - PSLT Essentials, Spring 2010
- ◆ Techniques for Teaching Disabled Readers, February 2010

- ◆ Early Interventions in Reading, August 2009
- ◆ Florida Assessments for Instruction in Reading, December 2008
- ◆ Active Literacy by Stephanie Harvey, April 2008
- ◆ American Educational Research Association Annual Conference, March 2008
- ◆ The Dimensions of Understanding by Ellin Keene, December 2007
- ◆ Instructional Coaching by Jim Knight, June 2007
- ◆ Bringing Words to Life with Isabel Beck, February 2007
- ◆ Conditions for Learning with Brian Cambourne, April 2006

LEADERSHIP EXPERIENCE

- ◆ First Grade PLC facilitator, 2009 – 2013
- ◆ Mentor for new Academic Intervention Specialist, 2010
- ◆ Provided RtI presentation to Reading Coaches in Hillsborough County, December 2010
- ◆ Active member of school-based Problem Solving Leadership Team, 2009 – 2013
- ◆ Active member of school-based Reading Leadership Team, 2009 - 2013
- ◆ Just Read! Florida Professional Developer, Summer 2010
- ◆ Created and presented “Standards, Curriculum and Assessment” Training , Fall 2009
- ◆ Created state RtI resources for Teaching and Learning Connections Office, 2009-2010
- ◆ Lead Coordinator for Central Region –Reading First Professional Development, 2005 – 2009
- ◆ Presenter at Reading First K-3 Intervention Academy, Summer 2008
- ◆ Florida Assessments in Reading – Master Trainer, Spring 2008
- ◆ Presenter at Just Read! Florida Leadership Conference, Summer 2007-2008
- ◆ Presenter of Master Coaching at Just Read! Florida Conference, Summer 2007-2008
- ◆ Presenter at Just Read! Florida Reading Leadership Institutes, Summer 2007

HONORS AND DISTINCTIONS

- ◆ Finalist for Hillsborough County’s Teacher of the Year, 2011-2012
- ◆ Kenly Elementary Teacher of the Year, 2011-2012
- ◆ Hillsborough County’s Elementary Reading Teacher of the Year, 2011
- ◆ Finalist for Florida’s Elementary Reading Teacher of the Year, 2011
- ◆ 2-Time Disney *Teacherrific* Award Winner, December 2004 and 2003
- ◆ R. Bruce Wagner Teacher of the Year, 2003-2004
- ◆ FSC Hall of Fame Inductee, 2002
- ◆ NCAA’s Woman of the Year representing Florida, 1995
- ◆ Recipient of “Chappie James’ Most Promising Teacher” Award, 1991

Elizabeth English, Ph.D.

Professional experience

2014 – Present Center for the Collaborative Classroom
Education Consultant

Provide professional development to schools and school divisions committed to best practice literacy instruction and job embedded professional development.

2014 – 2015 Benchmark Education
Consultant

Provide professional development to schools and school divisions committed to best practice literacy instruction.

2013 – 2015 Institute for Habits of Mind
Trainer

Provide professional development to schools and school divisions committed to developing Habits of Mind in the members of their learning community. Art Costa and Bena Kallick identified 16 habits of mind or dispositions that combined with academic achievement assure future success.

January 2014 – July 2014 Thomas Jefferson ES, FCCPS
Interim Assistant Principal

Supported principal and assistant principal with growing student population. Assisted with adoption of new reading program, helped to develop comprehensive literacy framework to support adoption, supported RTI process, evaluated teachers, developed reading intervention for students attending summer academy

2003 – 2013 Sunrise Valley ES FCPS
Principal

Responsible for all aspects of a K – 6 elementary school with a diverse population of 650 students. Sunrise Valley ES is a Habits of Mind focus school that believes future success in life is dependent on acquiring thoughtful habits or dispositions, has an English for Speakers of Other Language program, several special education programs, and an Advanced Academic Placement Center for grades 3 – 6 as well as a general education program.

Planning and Assessment

- Established a vision and determined essential outcomes for student success: *Communication, Collaboration, Problem Solving, Self-Direction, and Creativity*
- Analyzed student achievement data to drive instructional decisions.
- Co-chaired 2003-2013 school planning team and determined steps to achieve outcomes above
- Created a representative shared decision making team that met bi-

weekly to assure all decisions made were in the best interest of students and in alignment with outcomes above.

Instructional Leadership

- Created a professional learning community in which Collaborative Learning Teams met weekly to plan differentiated instruction to meet the learning needs of students.
- Developed a Response to Intervention process with Conversation Maps to guide the process within Collaborative Learning Teams and RTI team.
- Initiated a planning team to develop and coordinate monthly professional learning opportunities for faculty.
- Initiated a weekly professional development opportunity for all new staff members focused on best practice literacy instruction.
- Provided frequent feedback, supervised, evaluated, and supported teaching personnel.
- Supported inclusive practices for ESOL and Special Education students
- Established a school-wide behavior approach and instituted Responsive Classroom throughout the school.
- Created a Habits of Mind Focus School integrating academic achievement with the development of habits that assure future success.
- Implemented Lesson Study (K-6) as a vehicle to elevate thinking of teachers when making instructional decisions in the classroom.
- Served as a member Local Screening Committee and Response to Intervention Team

Professionalism

- Chaired the following committees for FAESP (Fairfax Association of Elementary School Principals): Instruction, Professional Learning, Special Services, and Human Resources (2003-2013)
- Served on the 2003 FAESP Elementary Study Steering Committee
- Chaired the subcommittee on Professional Learning for the 2003 FAESP Study
- Adjunct Professor for Virginia Tech, GMU, U.VA., and Shenandoah University (1981-2012)
- President of Greater Washington Reading Council 2003-04
- Presented sessions at local, regional, and national conferences (IRA, NCTE, ASCD, GWRC)
- Served on the Superintendent's Portrait of a Graduate Advisory Committee (2013-14)

1983 – 2003 **Adjunct Professor:** University of Virginia, Virginia Polytechnic Institute and State University, Shenandoah University, and George Mason University. Courses taught include: Foundations of Reading, Content Area Reading, Reading Diagnosis and Intervention, Reading Practicum, and Development of Writing.

2001 - 2003 Poplar Tree ES FCPS
Assistant Principal II

Safety and Organizational Management

- Effectively assisted in the management of a school with 825 students in grades K – 6 and a professional staff of 75
- Initiated the implementation of Responsive Classroom.
- Revised and updated Poplar Tree Staff Handbook and put online for more immediate access
- Addressed discipline referrals using positive discipline and conflict resolution techniques

Communication and Community Relations

- Initiated monthly PTA coffees and conversation
- Initiated a school wide Outlook calendar for easier access
- Began a Parents as Readers group
- Created a monthly *Spotlight on Learning* that gives teachers an opportunity to share best instructional practices with parents
- Published a weekly online staff bulletin to keep staff informed about school activities, events, professional growth opportunities, and faculty accomplishments

Summer 2002 Poplar Tree ES FCPS
Principal, Summer School

- Recruited and hired a staff of highly qualified educators
- Supported the implementation of best practice intervention
- Assured and maintained a safe learning environment
- Communicated weekly to parents/guardians of attending students

1999 – 2001 Instructional Services FCPS
Early Literacy Specialist

- Provided direct support to schools in the area of early literacy to assure that all schools met School Board Target 1.
- Planned and implemented staff development for first and second grade teachers on administration and analysis of the Developmental Reading Assessment. Initiated implementation of DRA Online to increase communication and use of obtained data.
- Planned and implemented staff development for K – 3 classroom teachers with a focus on phonemic awareness, phonics, early literacy development and assessment.

1998 – 1999 Poplar Tree ES FCPS
Reading Teacher

1994 – 1998 Great Falls ES FCPS
Reading Teacher/Reading Recovery Teacher

1992 – 1994 Charlottesville City Schools Virginia
Coordinator of Intervention Programs/Title I Director
• Managed a two million dollar Title I budget; hired staff and allocated resources
• Conducted needs assessments for both targeted assistance and school-wide programs.
• Provided staff development to Title I teachers on best practice literacy intervention.

1990 – 1992 Albemarle County Schools Virginia
Assistant Director of Student Learning/Title I Director
• Managed a two million dollar Title I budget; hired staff and allocated resources.
• Developed an Early Childhood Assessment Package for K – 3 teachers.
• Taught Beginning Literacy course to all K – 2 teachers.
• Introduced Reading Recovery to the district
• Coordinated administration and training of outside assessors to administer an informal reading inventory to all second grade students.

1988 – 1990 Albemarle County Schools Virginia
Instructional Facilitator for Title I and Language Arts
• Coordinated reading textbook adoption process.
• Directed Title I program focused on reading intervention.

1985 – 1988 University of Virginia Charlottesville, Virginia
**Assistant Professor,
Director of off-grounds M.Ed. Program in Elementary Ed.**

1984 – 1985 Meriwether Lewis ES Albemarle, Virginia
Fifth Grade Teacher

1984 Walton Middle School Albemarle, Virginia
Title I Teacher

1973 – 1978 Glen Forest ES FCPS
Second Grade Teacher, Reading Teacher

Education

1983 University of Virginia Charlottesville, Virginia
Ph.D.
Psychology Major: Psycholinguistics
Minor: Cognitive development
Reading Education

1973 University of Virginia Charlottesville, Virginia
M. Ed. Reading Education

1972 Longwood College Farmville, Virginia
B.S. Elementary Education

References

Mrs. Patricia Fege, Coordinator of Language Arts
Fairfax County Public Schools, Virginia

Lisa High, Assistant Superintendent for Instruction
Falls Church City Public Schools, Virginia

Deborah Collins, Executive Director of K – 12 Instruction
Albemarle County Public Schools, Virginia

R. Maria Arnett

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marnett@collaborativeclassroom.org

Education

- George Washington University, Washington, D.C.
- Educational Leadership & Administration Endorsement | August 2015
- Educational Leadership & Administration K-12

- University of Virginia, Charlottesville, VA
- Master of Education | May 2004
- Reading Education K-12

- Radford University, Radford, VA
- Interdisciplinary Studies | May 1998
- B.S. in Elementary Education K-5

Experience

July 2017 – Current

Education Consultant | Center for the Collaborative Classroom| Virginia

Partnered with school districts and educational groups to provide professional development and curriculum support in support of literacy instruction.

Coached classroom teachers on use of best instructional practices to support achievement and social-emotional development.

Guided school leadership teams through implementation of new and existing curriculum resources.

Planned events for teachers and administrators to support literacy instruction.

August 2015 – Current

Reading Specialist | Virginia Beach City Public Schools| Virginia

Coached classroom teachers on use of best instructional practices to support achievement.

Facilitated professional development across district and throughout the school in support of literacy instruction.

Monitored student data and developed learning plans to improve student reading skills.

Guided school leadership team through implementation of new and existing district curriculum and resources.

Planned school-wide events for families to support literacy instruction at home and throughout the community.

August 2012 – August 2015

Instructional Specialist in the Dept. of Teaching & Learning | Virginia Beach City Public Schools| Virginia

Developed curriculum resources to support state standard and district initiatives.

Guided schools through state academic review, provided suggestions for improving student achievement and follow-up support.

Coordinated the PALS program (80 support staff) throughout the district to support the use of the PALS assessment and data in small group settings. Responsibilities included staffing, training, and evaluating.

Developed curriculum resources for PALS support staff to provide effective and systematic lessons for identified student in grades kindergarten through third grade.

Collaborated with district partners in implementing new programs by providing training and follow-up support to teachers and administrators citywide.

August 2008 – June 2012

Reading Specialist | Virginia Beach City Public Schools| Virginia

August 1998 – June 2008

Classroom Teacher | Virginia Beach City Public Schools| Virginia

Implemented research-based instructional practices to encourage student learning and build community within the classroom.

Designed highly effective lesson plans based on individual student needs using student achievement data.

Monitored student progress with frequent informal and formal assessments and adjusted instruction based on student learning.

Developed and implemented after school tutoring hours with other teachers to help students in need of remediation.

Communicated effectively with parents in an effort to promote a partnership in their student's academic and social-emotional development.

Awards & Acknowledgements

- 2017 Teacher of the Year school finalist
- 2010 Virginia Beach Education Foundation grant recipient for mentorship program
- 2009 Teacher of the Year
- 2007 Reading Teacher of the Year

Professional Activities

- Association for Supervision & Curriculum Development (ASCD)
- International Literacy Association
- Virginia State Reading Association
- Virginia Beach Reading Council

- Attended Virginia State Reading Conference, March 2017, March 2016
- Attended Jim Knight's Instructional Coaching Framework training, June 2015
- Attended International Literacy Association Conference, May 2014
- Attended Professional Learning Community Summit, February 2014

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Whitefish MT, 59937

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GENEVIEVE-THOMAS

PROFESSIONAL EXPERIENCE - CURRENT

JUNE 2019 - CURRENT

SPARK EDUCATIONAL CONSULTING

Founder & Owner

- Design and deliver professional learning opportunities to educators on topics including special education policies and best practices for students with disabilities, curriculum design, early literacy instruction and intervention, and multi-tiered systems of support
- Serve as a strategic thought partner to district and building level leadership through consultation and data-driven problem-solving

JULY 2020 - CURRENT

CENTER FOR THE COLLABORATIVE CLASSROOM

Professional Learning Lead

- Lead targeted professional development sessions related to the implementation of the Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (SIPPS) program
- Provide targeted technical assistance and thought partnership to school building and district leadership

OCTOBER 2020 - CURRENT

TNTP

Director (Temporary/Part-Time)

- Oversee the development of content for the “Learning Acceleration Series” in collaboration with the California Center for Educational Excellence; facilitate synchronous virtual professional learning sessions related to learning acceleration for school leadership teams

DECEMBER 2020 - CURRENT

CATALYST:ED

Expert in Residence, Special Education

- Provide targeted consultation and technical assistance to CMO leaders and other providers within the Bill & Melinda Gates Foundation’s “Charter Students with Disabilities Pilot Initiative”

AUGUST 2017 - CURRENT

FLATHEAD SPECIAL EDUCATION COOPERATIVE – KALISPELL, MT

School Psychologist (Part-Time)

PROFESSIONAL EXPERIENCE – PREVIOUS

JUNE 2012 – JUNE 2017

ROCKETSHIP EDUCATION - SAN JOSE, CA

Vice President, Integrated Special Education, June 2015 – June 2017

Sr. Director, Integrated Special Education, June 2014 – June 2015

Regional Director of Integrated Service Delivery, June 2012 - June 2014

- Established overall vision of excellence for programming for students with disabilities across the Rocketship network of 16 public, charter elementary schools
- Led the design and implementation of evidence-based practices, including Universal Design for Learning, Multi-Tiered Systems of Support, co-teaching, and Positive Behavior Intervention and Supports, to support meaningful inclusion for all students in Rocketship schools
- Directly managed and evaluated a diverse team, including remote management of staff in non-California regions
- Established and provided oversight of a \$5+million special education budget across four regions
- Designed special education policies and procedures for Rocketship schools; provided ongoing support and coaching to school leaders in implementation of special education best practices

PROFESSIONAL EXPERIENCE – PREVIOUS, CONTINUED

JUNE 2011 – JUNE 2012

THE NEW TEACHER PROJECT - OAKLAND, CA

Training & Instruction Manager

- Developed a multi-faceted performance evaluation system for special education teachers
- Managed seminar leaders towards ambitious goals within the Oakland Practitioner Teacher Program, a state-accredited teacher credentialing program
- Exceeded all contract goals for teacher effectiveness and satisfaction within both Oakland Teaching Fellows and the Oakland Practitioner Teacher Program
- Developed and oversaw a support plan for a cohort of 31 new teachers, including 16 Special Education teachers; supervised and evaluated nine staff members responsible for conducting high-quality classroom observations and debriefs; developed innovative interventions and support systems

JULY 2009 – JUNE 2011

ASPIRE PUBLIC SCHOOLS - OAKLAND, CA

Bilingual School Psychologist

AUGUST 2008 – JULY 2009

GREEN DOT PUBLIC SCHOOLS - LOS ANGELES, CA

Bilingual School Psychology Intern

MAY 2007 – JULY 2009

THE KELTER CENTER - LOS ANGELES, CA

Literacy Specialist

AUGUST 2007 – JUNE 2008

LOCKE HIGH SCHOOL - LOS ANGELES, CA

Special Education Department Coordinator

SEPTEMBER, 2006 – JUNE, 2007

RIDGECREST INTERMEDIATE SCHOOL - PALOS VERDES, CA

Special Education Teacher

AUGUST 2004 – JUNE 2006

LOCKE HIGH SCHOOL - LOS ANGELES, CA

Special Education Teacher; Teach for America Corps Member

- Regional ‘Sue Lehman Award’ finalist

FACULTY POSITIONS

JUNE 2012 – JULY 2015

LOYOLA MARYMOUNT UNIVERSITY - LOS ANGELES, CA

Part-time Faculty

- Instructor for “Assessment of Students with Exceptional Needs” course (for first year candidates for the Education Specialist, Mild-Moderate Credential)

JUNE 2010 – JUNE 2011

OAKLAND PRACTITIONER TEACHER PROGRAM - OAKLAND, CA

Seminar Leader

- Instructor for “Literacy and Language Acquisition” course (for first year candidates for the Education Specialist, Mild-Moderate Credential)

ACADEMIC HIGHLIGHTS

SEPTEMBER 2006 – MAY 2009

LOYOLA MARYMOUNT UNIVERSITY - LOS ANGELES, CA

- PPS Credential in School Psychology
- Research Assistant for Dr. Emily Fisher

SEPTEMBER 2004 – MAY 2006

LOYOLA MARYMOUNT UNIVERSITY - LOS ANGELES, CA

- MA – Special Education

OCTOBER 2000 – JUNE 2004

UNIVERSITY OF WASHINGTON - SEATTLE, WA

- BA – Spanish

CREDENTIALS & LICENSES

NATIONALLY CERTIFIED SCHOOL PSYCHOLOGIST (NCSP)

CURRENT CALIFORNIA CREDENTIALS

- Administrative Services Credential, Clear
- Pupil Personnel Services Credential, Clear

CURRENT MONTANA LICENSES

- Class 1 Professional Teaching License (Special Education)
- Class 6 School Psychologist License

CONFERENCES

THOMAS, G.

Using data to intensify literacy instruction for non-responders.

Presented at the Montana Council for Exceptional Children 2020 Conference, February 20-21, 2020

THOMAS, G.

Get it together! Work planning and time management strategies for the busy educator.

Presented at the Montana Council for Exceptional Children 2019 Conference, February 20-22, 2019

EDWARDS, H. / THOMAS, G. / QUAN, G.

Following the rules: Discipline for students with disabilities.

Presented at the California Charter School Association 22nd Annual Conference – One Movement, Many Voices, March 16-19, 2015.

DOVE, K. / LENEHAN, D. / STUDER, E. / THOMAS, G.

Closing the special education enrollment gap.

Presented at the California Charter School Association 22nd Annual Conference – One Movement, Many Voices, March 16-19, 2015.

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CONFERENCES, CONTINUED

THOMAS, G. / BRADY, E.

Making it work: Rocketship Education's approach to inclusive special education.

Presented at the El Dorado County Charter SELPA's Inspiration to Action Symposium, February 27, 2015.

THOMAS, G.

Poster: Everyone's welcome: Integrated special education at Rocketship.

Presented at the California Charter School Association 21st Annual Conference – Achievement through Innovation, March 3-6, 2014.

THOMAS, G.

Social emotional learning curriculum within a PBIS framework.

Presented at the El Dorado County Charter SELPA Steering Committee Meeting, May 21, 2014.

THOMAS, G. / CHAPPEL, S.

The use of RtI data in SLD eligibility decision making: Process and essential structures.

Presented at the El Dorado County Charter SELPA Steering Committee Meeting, February 20, 2013.

FISHER, E. / LEUNG, B. / THOMAS, G.

Culturally sensitive classroom management and positive behavior support in secondary schools.

Presented at the National Association of School Psychologists Annual Convention – Taking Strides to Make a Difference, February 24-28, 2009.

FISHER, E. / THOMAS, G.

Culturally sensitive classroom management and positive behavior support in secondary schools.

Presented at the National Association of School Psychologists Annual Convention, February 19-22, 2008.

PUBLICATIONS

FISHER, E.S. / THOMAS, G.M. (2009)

Culturally sensitive classroom management and positive behavior support in secondary schools. In E. F. Litton & S. P. Martin (Eds.), *Justice, care, and diversity: Research and best practice in Catholic secondary schools*.

Los Angeles: LEAD Center

FISHER, E.S. / KOMOSA-HAWKINS, K. / SALDAÑA, E. / THOMAS, G.M. HSIAO, C. / RAULD, M. / MILLER, D. (2008)

Promoting school success for lesbian, gay, bisexual, transsexual and questioning students: Primary, secondary, and tertiary prevention and intervention strategies.

The California School Psychologist

LEUNG, B. P. / THOMAS, G.M. (2010)

Student assessment and program accountability. In M.F. Taymans & E.E. Ludviks (Eds.), *Inclusive catholic schools: A matter of possibility* (pp. 69-99).

Arlington, VA: National Catholic Education Association

LANGUAGES

SPANISH

Proficient in reading, writing, and speaking



TREASURER, MONTANA CYCLING ASSOCIATION

LICENSED RACER, USA CYCLING

VOLUNTEER – NATIONAL INTERSCHOLASTIC MOUNTAIN BIKING
ASSOCIATION, FLATHEAD AREA MOUNTAIN BIKERS

SIPPS Professional Learning Support



Introduction

This guidance is designed for schools and districts that are implementing the *SIPPS*[®] program for foundational skills instruction as part of their core literacy instruction or as their intervention instruction. It will help school and district leaders plan for, launch, and support the implementation of the *SIPPS* program. The guidance and resources will provide leaders with what they need to ensure the program takes root and helps students master the foundational skills necessary to become fluent and confident readers and writers. All of the resources mentioned in this document can be accessed through the Learning Portal.

NOTE: This document is NOT for schools and districts that are implementing the SIPPS program as the intervention to Collaborative Literacy. Instead, please refer to chapter 6 of the Professional Learning System for Collaborative Literacy Leader's Guide and the "RTI/MTSS Guidance for Reading Instruction in Collaborative Literacy" handout for support. The Guide and handout can be accessed through the Learning Portal.

REFLECTION

As you reflect on the following statements, think about which ones describe your current state of implementation and which you need to work towards.

- Teachers are deepening their knowledge of how the components of their literacy instruction work together as a highly effective Tier 1 core literacy instruction.
- Teachers are deepening their knowledge of the science of reading and the importance of systematic foundational skills instruction.
- District or school-based leaders have reviewed student data to determine a need for a systematic, differentiated foundational skills program.
- School-based leaders have reviewed student data to determine if the foundational skills instruction is best suited for Tier 1, core literacy instruction, or Tier 2, intervention instruction.
- School-based leaders have scheduled time and allocated personnel to support the implementation of a systematic, differentiated foundational skills program.
- Teachers and designated staff are provided with the professional learning they need to implement the foundational skills program and connect learning across the day for the students.

Overview of the *SIPPS* Program

The *SIPPS* program is a systematic, differentiated foundational skills program that develops the word-recognition strategies and skills that enable students to become fluent and confident readers and writers. The outcome is to develop independent, fluent readers who read with accuracy and automaticity. *SIPPS* instruction is organized by levels, and each level addresses specific aspects of age-appropriate foundational skills instruction. Below is a description of the content addressed in each *SIPPS* level.

***SIPPS* BEGINNING LEVEL**

- Supports the simple alphabetic phase of foundational skills instruction
- Addresses short vowels, sight words, and blending CVC words
- Correlates with the kindergarten foundational skills

SIPPS EXTENSION LEVEL

- Supports the spelling-pattern phase of foundational skills instruction
- Addresses segmenting and manipulation, complex vowels, polysyllabic decoding, and irregular sight words
- Correlates with the grade 1 foundational skills

SIPPS PLUS

- Supports the simple alphabetic and spelling-pattern phases of foundational skills instruction
- Contains age-appropriate scope and sequence of the instruction offered in Beginning and Extension Levels
- Is uniquely designed for intervention instruction for students in grades 4–12
- Uses a placement assessment unique to grades 4–12

SIPPS CHALLENGE LEVEL

- Supports the most complex, polysyllabic phase of foundational skills instruction
- Addresses the understanding of morphemes and syllables to develop word learning strategies and sight syllables
- Correlates with the grade 2 foundational skills

The SIPPS program is designed to provide small-group differentiated instruction. The structured lessons include foundational skills and application routines that are intended to be explicitly implemented and include corrective feedback at point of need. As teachers use the instructional routines to provide clear, consistent, and concise instruction, the students respond chorally to engage in the learning, write with guided support during Guided Spelling, and apply the foundational skills they learn during the text reading.

SIPPS instruction is data-driven. Data collected during SIPPS instruction (observations of the students during the lessons and text reading and student responses to the Mastery Tests) should be analyzed to determine if the pace of the instruction needs to be adjusted using the supports provided within the program. These supports include reteaching with alternate word lists, visual cues, and practice lists. Ongoing analysis of the data collected will determine if intensive SIPPS instruction using the routine enhancements from the *Intensive Multisensory Instruction for SIPPS Handbook* might be needed.

Plan to Implement the *SIPPS* Program

As you prepare to implement the *SIPPS* program, take time to determine an implementation plan. Share the *SIPPS* implementation plan with all stakeholders. Ensure that all stakeholders understand the implementation plan and their roles in its success.

Consider the essential elements of the *SIPPS* program. As you create an implementation plan, make sure it includes the following elements:

- Differentiated instruction is guided by placement assessment data
- Instruction occurs in small groups
- Each lesson is approximately 30 minutes long

Determine how you will implement the *SIPPS* program. Identify the grade levels in which the *SIPPS* program will be taught. In grades K–2, determine if the program will be implemented as part of comprehensive Tier 1 literacy instruction. In grades 1–12, determine if the *SIPPS* program will be implemented as intervention instruction.

Determine when the *SIPPS* program will be taught. Review and adjust the master schedule to provide ample time for all necessary *SIPPS* groups to reasonably meet.

Determine who will teach the *SIPPS* program. Consider all school personnel and identify those who will support *SIPPS* instruction.

Determine the logistics of grouping students for *SIPPS* instruction. Consider the number of students who require *SIPPS* instruction and the most reasonable approach for grouping students: within the classroom, by an intervention teacher, across a grade, or across grade levels. The *SIPPS* Placement Assessment data will provide guidance for grouping students for instruction.

Ensure access to *SIPPS* materials. Determine a plan to ensure that all teachers will have the materials they need to teach the *SIPPS* program. Based on your implementation plan, ensure that teachers have access to the appropriate *SIPPS* levels. Teachers will need the wall cards, hand-held cards, and *SIPPS* texts available in order to begin teaching the lessons. After Lesson 23 in Extension Level and throughout Challenge Level, teachers will need to provide students with access to appropriately leveled reading texts. Students will each need a small whiteboard and dry-erase marker to engage in Guided Spelling.

Plan for the Literacy Experience Across the Day

The *SIPPS* program empowers teachers to meet the rigorous demands of the foundational skills standards. To maximize students' growth, teachers must intentionally plan to provide additional rich literacy experiences across the day that support reading development.

Consider the types of literacy experiences provided to students across the day. These experiences should extend students' access to a variety of texts that are more challenging than what they can read on their own and that expose them to a variety of genres, including poetry, informational text, and functional text.

Teachers should provide literacy experiences to students daily by:

- Reading aloud and discussing texts
- Engaging students in reading appropriately leveled, self-selected texts for an extended amount of time so they can apply the word-recognition strategies they have been taught
- Providing opportunities for students to reread the *SIPPS* texts so they can build stamina and fluency
- Providing opportunities for students to talk and write about the texts they read
- Building students' word knowledge and vocabulary
- Teaching and encouraging students to self-correct and self-monitor while reading
- Deepening students' use of comprehension strategies to make meaning of the text
 - For students in Beginning, introducing them to story elements
 - For students in Extension, Plus, and Challenge, encouraging them to think more deeply about story elements (e.g., character change, plot, and theme)
- Using open-ended questions to support conversations or written responses about a text such as:
 - "Tell me what you've just read."
 - "How did . . . ?" "Why did . . . ?"
 - "Tell me about"
 - "What happened after . . . ?"
 - "Explain"
 - "What does that mean?"
- Conferring one-on-one with students to:
 - Provide support for text selection
 - Listen to them read
 - Assess accuracy and understanding of the text by discussing the text with them

- Guide them to use decoding or word-recognition strategies from *SIPPS* instruction
- Deepen their use of comprehension strategies to make meaning of the text

Engaging students in rich literacy experiences such as those described requires that they have access to texts that represent a variety of genres and complexities. Matching students to appropriately leveled and engaging texts is essential to their development as readers beyond *SIPPS* instruction. Below are some considerations for matching students with reading texts.

Students in Beginning Level should have access to books across a range of Fountas & Pinnell Levels B–D. After completing the level, they should have access to books beyond Level D.

Students in Extension Level should have access to books across a range of Fountas & Pinnell Levels D–J. After completing the level, they should have access to books beyond Level J.

Students in *SIPPS* Plus should have access to books across a range of Fountas & Pinnell Levels D–J. After completing the level, they should have access to books beyond Level J. These books should include high-interest, age-appropriate texts for older readers.

Students in Challenge Level should have access to texts across a wide range of genres, interests, and complexities. Foster a reading environment that honors students’ use of sophisticated word-learning strategies for reading whole words, making a match with a known word, or recognizing syllables to flexibly divide words.

Professional Learning Opportunities

Prioritize the learning needs of teachers as they engage in the schoolwide plan for *SIPPS* instruction. They will benefit from ongoing opportunities to learn about the *SIPPS* program as a way to support instruction, to review data and determine the implications for making instructional decisions, and to consider how to connect the learning across the instructional day.

Teachers will benefit from engaging in a wide range of professional learning opportunities in varying formats. This section includes professional learning opportunities that help teachers become familiar with the materials, prepare for instruction, and take a deeper dive into important elements of *SIPPS* instruction.

In addition to these learning opportunities, the *Teacher Learning System* provides just-in-time, ongoing professional learning opportunities for teachers through the Learning Portal. Teachers may complete the learning opportunities individually to meet their own learning goals. Or teams of teachers can work together to meet implementation goals.

As you develop a professional learning plan for the *SIPPS* program, consider starting with having teachers engage in the “*SIPPS* Overview: Supporting a Strong *SIPPS* Implementation” activity in the *Teacher Learning System*. Then use the professional learning opportunities offered in the *Teacher Learning System* and the ones listed below for ongoing professional learning.

“TAB YOUR MANUALS” HANDOUT

To help teachers become familiar with their *SIPPS* materials, distribute the “Tab Your Manuals” handout appropriate for their grade level (K–3 or 4–12) with their program materials. Ask them to use the handout to identify and tab important sections that they should read.

***SIPPS* QUICKSTART GUIDE FOR TEACHERS**

Use the QuickStart Guide to help teachers become familiar with the *SIPPS* program and prepare for instruction. The Guide can be used as a professional learning plan to get teachers started with *SIPPS* instruction and is compatible with the professional learning opportunities listed in this document.

GROUPING FOR *SIPPS* INSTRUCTION

Schedule a session with grade-level teams to help teachers prepare for and group students for *SIPPS* instruction. Prior to meeting with grade-level teams, determine which assessment data (district, school, and/or classroom data) will support discussions about grouping students for *SIPPS* instruction. Ask teachers to bring the identified assessment data to the session.

In the session, do the following in grade-level teams:

1. Review and discuss the student data
2. Read the “Administering the *SIPPS* Assessment” section of Appendix C or D in the *SIPPS Teacher’s Manual* and review the *SIPPS* Placement Assessment appropriate for the students
 - Grades K–3: *SIPPS* K–3 Placement Assessment
 - Grades 4–6: *SIPPS* 4–12 Placement Assessment
3. Prepare and schedule the placement assessment

After teachers have administered the placement assessment:

- Reconvene the grade-level teams
- Have the teachers read the “Interpreting the Assessment Results” and “Placement Considerations” sections in Appendix C; ask them to keep the *SIPPS* Placement Assessment results in mind as they read the sections
- Have teachers use the information from the reading and the assessment results to group students for instruction and determine when they will start *SIPPS* instruction

“UNDERSTANDING THE INSTRUCTIONAL DESIGN OF THE *SIPPS* PROGRAM” SESSION

Use this session agenda to help teachers understand the instructional design of the *SIPPS* program. During the session, teachers will delve into the scope and sequence, learn about the importance of the coordinated instructional routines and corrective feedback, and use the knowledge gained from the session to plan an upcoming lesson.

“INSTRUCTIONAL ROUTINES IN THE *SIPPS* PROGRAM” SESSION

Use this session agenda to help teachers learn and practice the instructional routines in the program that are important for providing explicit instruction in foundational skills.

“USING ASSESSMENT DATA TO MAKE INSTRUCTIONAL DECISIONS IN THE *SIPPS* PROGRAM” SESSION SERIES

It is important to help teachers understand that effective instruction in the *SIPPS* program includes the collection and use of data to make instructional decisions to support the students’ ability to achieve mastery of the foundational skills. This series will help teachers collect and use this data across three sessions:

“Part 1—Mastery Tests and Progress Assessments”: During this session, teachers will focus on learning more about collecting and using data from Mastery Tests and Progress Assessments.

“Part 2—Fluency Practice Observations”: During this session, teachers will focus on learning more about collecting and using observational data from the “Fluency Practice” section of the *SIPPS* lessons.

“Part 3—*SIPPS* Lesson Observations”: During this session, teachers will focus on learning more about collecting and using the observational data gleaned during the *SIPPS* lessons.

GUIDANCE FOR SUPPORTING STUDENTS WHO STRUGGLE IN THE *SIPPS* PROGRAM

After the teachers have engaged in the “Using Assessment Data to Make Instructional Decisions in the *SIPPS* Program” session series, collected data, and started to make instructional decisions, questions will start to arise. These questions will often begin with “What do I do if . . .” When this happens, gather the teachers together for a *SIPPS*-level-specific discussion. Use the “Guidance for Supporting Students Who Struggle in *SIPPS*” handout and ask teachers to do the following:

- Read the handout.
- Consider their “What do I do if . . .” question(s).
- With their *SIPPS*-level-specific colleagues or in pairs, determine what guidance from the handout they will try based on their “What do I do if . . .” question(s).
- Debrief next steps, make a plan, and set a date to reflect on results.

After ample time, reconvene the *SIPPS*-level-specific groups to do the following:

- Share what they tried in response to their “What do I do if . . .” question(s).
- Share their results.
- Determine next steps.

INTENSIVE MULTISENSORY INSTRUCTION IN THE *SIPPS* PROGRAM

To help teachers learn more about intensive multisensory instruction in the *SIPPS* program, ask them to do the following:

- Read the “Introducing Intensive Multisensory Instruction for *SIPPS*” handout.
- Read the Introduction of the *Intensive Multisensory Instruction for SIPPS Handbook*.
- Discuss key learnings about intensive multisensory instruction in the *SIPPS* program.
- Review and discuss the “Simultaneous Multisensory Instruction in *SIPPS*” and “Intensive Multisensory Instruction for *SIPPS*” charts in the appendix of the *Intensive Multisensory Instruction for SIPPS Handbook*.
- Debrief the learning by considering the students who might be in need of intensive multisensory instruction in the *SIPPS* program and the implications for instruction.

“INSTRUCTIONAL DECISION-MAKING IN *SIPPS* AND INTENSIVE *SIPPS*” WEBINAR SERIES

After the teachers have participated in the “Using Assessment Data to Make Instructional Decisions in the *SIPPS* Program” session series, engaged in the “Guidance for When Students Struggle in the *SIPPS* Program” professional learning conversation, and collected assessment data, they may find that they need to intensify *SIPPS* instruction for students who continue to struggle to make progress. Schedule time for teachers to participate in two sessions (described below) from the “Instructional Decision-Making in *SIPPS* and Intensive *SIPPS*” webinar series to extend teachers’ knowledge of the essentials of each *SIPPS* level. For the first session, ask the teachers to do the following:

- Read the “*SIPPS* Educators: Let’s Take It Step by Step” handout.
- Consider and discuss their current decision-making process.
- Watch “Session 1—*SIPPS* and Intensive *SIPPS*: Essentials for Instructional Decision-making” from the “Instructional Decision-making in *SIPPS* and Intensive *SIPPS*” webinar series, and jot down tips for supporting their decision-making process.
- Discuss the tips collected and key learnings from the webinar.

Allow ample time for teachers to apply what they learned in the previous session. Then schedule one follow-up session for each *SIPPS* level to allow teachers to explore the webinar session that addresses the specific *SIPPS* level they teach. During each session, ask the teachers do the following:

- Share the impact the implementation of the tips learned in the previous session had on teaching and learning.
- Watch the “*SIPPS* & Intensive *SIPPS*” webinar session for their *SIPPS* level (Session 2, 3, 4, or 5) in two parts:
 - *SIPPS*-level instructional considerations: Watch webinar sections (each section begins with an orange title slide) “Instructional Considerations,” “*SIPPS* Level Instruction,” and “Deliberate and Methodical Instruction.”
 - Instructional decision-making: Watch webinar sections (each section begins with an orange title slide) “Responsible Decision-making” and “What Does It Look Like in Practice?”
- During each part of the webinar, take notes on any new instructional considerations they would like to keep in mind or try out as they teach the *SIPPS* lessons.
- Discuss what they learned from the webinar and the implications for making *SIPPS* and intensive *SIPPS* instructional decisions.

ELEMENTS OF EFFECTIVE IMPLEMENTATION TOOL

After teachers have engaged in *SIPPS* professional learning and have started using the data collected strategically to make instructional decisions, use the “*SIPPS* Elements of Effective Implementation Reflection” tool for self-reflection. Ask teachers to do the following:

- Review the past week of instruction in the *SIPPS Teacher’s Manual* and think about what they noticed during these lessons.
- Engage in a discussion about the lessons, the students’ responses to instruction, and which supports in the *SIPPS Teacher’s Manual* were helpful as teachers plan for instruction.
- Review the “*SIPPS* Elements of Effective Implementation Reflection” tool and identify areas where they feel confident or strong and mark these with a plus (+) sign. Then have them share their strengths with one another.
- Identify areas where they would like to develop or grow, and mark these with a delta (Δ) sign. Then select one as a personal learning goal.

Let the teachers know that they can continue to use this tool both individually and as a team as they reflect on their instruction.

Online Resources

Visit the Learning Portal to find your online resources.

AGENDAS

- “Understanding the Instructional Design of the *SIPPS* Program” session agenda
- “Instructional Routines in the *SIPPS* Program” session agenda
- “Using Assessment Data to Make Instructional Decisions in the *SIPPS* Program: Part 1—Mastery Tests and Progress Assessments” session agenda
- “Using Assessment Data to Make Instructional Decisions in the *SIPPS* Program: Part 2—Fluency Practice Observations” session agenda
- “Using Assessment Data to Make Instructional Decisions in the *SIPPS* Program: Part 3—*SIPPS* Lesson Observations” session agenda

HANDOUTS

- “Tab Your Manuals” handout (grade-span specific)
- “Introducing Intensive Multisensory Instruction in *SIPPS*” handout
- “Guidance for Supporting Students Who Struggle in the *SIPPS* Program” handout
- “*SIPPS* Educators: Let’s Take It Step by Step” handout

TOOLS

- “*SIPPS* Elements of Effective Implementation” tool

OTHER RESOURCES

- *Teacher Learning System*
- *SIPPS* QuickStart Guide for Teachers
- *Intensive Multisensory Instruction for SIPPS Handbook*
- “Instructional Decision-making in *SIPPS* and Intensive *SIPPS*” webinar series

About Collaborative Classroom

Collaborative Classroom is a mission-driven, nonprofit organization committed to ensuring that all students have the opportunity to become skilled readers, writers, and critical thinkers who learn from, care for, and respect one another. The organization has four decades of experience providing professional learning for teachers and innovative curricula for classrooms.



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COMMONWEALTH OF VIRGINIA
COUNTY OF HENRICO

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

RFP #21-2114-2EMF
RTI Reading (K-12) Curriculum for Tier II and Tier III
Questions and Answers
February 17, 2021

1. Will the district accept programs that target grade bands such as K-8?

Answer: Yes

2. Is Henrico interested in Spanish products designed to address the goals of the RFP? If so, can *only* Spanish products be offered as part of the RFP, or would Spanish products need to be submitted along with RTI products provided in English?

Answer: No

3. If Spanish products are of interest, please provide an estimate of the number of students who would use Spanish products.

Answer: n/a

4. Is Henrico awarding the RFP to a single publisher who can provide all parts of the RFP or award to multiple publishers who may be able to focus on specific grade levels of the RFP or Spanish, for instance.

Answer: Multiple contracts may be awarded.

5. This question is in regards to Page 18: VIII Evaluation (sample materials) and Page 19: #5 Tab 4 samples. If instructional materials are a web-based solution; is a digital demo account access an acceptable sample format to submit?

Answer: Demo account access is acceptable; however, any digital products must support print materials.

6. Under scope of services item #2 Materials provided shall be in a print or a blended format, printed and digital programs. Digital programs must coincide with printed materials. Digital programs that do not coincide with printed materials will not be considered.

- a. Our resources are available digitally online. We provide downloadable printable formats, but no printed materials are shipped and delivered to schools. Is it correct that we would not be considered for this RFP?

Answer: Any digital products must support the printable formats.

7. Do you intend to award a list of vendors in the RFP or just one vendor?
Answer: See questions #4
8. Will this RFP be replacing for RFP # 16-1261-9EF: RTI Reading And/or Writing (k-5) Digital Curriculum For Tier I, Tier II And Tier III, which has one more possible year for renewal?
Answer: No, RFP #21-2114-2EMF is not replacing RFP #16-1261-9EF
9. What Tier I, II and III programs is the district currently using?
Answer: HCPS currently has a contract for Tier II and Tier III print materials with Wilson Language Training, Center for the Collaborative Classroom, McGraw-Hill and Voyager Sopris Learning.
10. Lexia Learning has an active contract under RFP#16-1261-9EF, which is expiring soon. Is the current RFP#21-2114-2EMF replacing RFP#16-1261-9EF, or will another RFP be released?
Answer: RFP #21-2114-2EMF is not replacing contracts under RFP #16-1261-9EF.
11. Is it possible to grant an extension for question since Monday 2/15/2021 is a holiday?
Answer: There will not be an extension for questions.
12. We were just notified of this RFP. Please let us know what further steps are needed.
Answer: Refer to the RFP for instruction on submitting a proposal.
13. The proposed solution shall cover remediation and intervention for all areas of reading (decoding, phonemic awareness, comprehension, fluency, and vocabulary). Offerors shall also include programs that offer comprehensive literacy support (including writing support) for our Tier I and Tier II students.
 Question - Are you looking for an intervention as well as a comprehensive literacy program?
Answer: We are looking for an intervention.
14. Materials provided shall be in a print or a blended format, printed and digital programs. Digital programs must coincide with printed materials. Digital programs that do not coincide with printed materials will not be considered.
 Question: Would a print program supplemented by digital teacher resources be acceptable?
Answer: Yes. As long as the digital programs support the print material.
15. Materials used for Tier II or III Intervention may not be grade-level specific in order to provide intervention that meets the instructional level of each student. The Successful Offeror(s) may choose to include some Tier I materials that could be used for Tier II and Tier III Interventions for students not yet functioning on grade level.
 Question: Are you looking specifically for a K-12 program, or would a K-5 program be acceptable?
Answer: Any grade band will be considered.
16. The RFP states vendors should submit samples in print format. Due to most vendors still working remotely, would it be acceptable instead of actual print samples, to send comprehensive samples that include sample lessons?
Answer: No

17. RFP page 3, item 7, notes, “Materials used for Tier II intervention should target the improvement of basic skill deficits while supporting and enhancing Tier I (Virginia SOLS) instructional objectives in a different instructional design rather than replace or duplicate it.” Can you please confirm the meaning of “a different instructional design” in this criterion?

Answer: Focus on intervention skills and strategies, not on remediation of standards.



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

RFP No. 21-2114-2EMF

February 8, 2021
Request for Proposal ("RFP")
RTI Reading (K-12) Curriculum for Tier II and Tier III for
County of Henrico, VA.

Your firm is invited to submit a proposal to provide an RTI reading curriculum for K-12 Tier II and Tier III for Henrico County Public Schools in accordance with the enclosed Specifications and General Terms and Conditions.

Your firm's proposal submittal, **consisting of one (1) complete electronic copy and one (1) redacted electronic copy (if applicable) in a "pdf" format**, will be received no later than **March 5, 2021 at 2:30 p.m.** by submission through the Commonwealth of Virginia's electronic procurement platform [eVA](#).

Time is of the essence, and any offeror that attempts to submit a proposal after the appointed hour for submission, will be unable to, because eVA automatically closes the solicitation at the appointed time. The time of receipt shall be determined by the time clock in eVA. Offerors are responsible for ensuring that their proposals are submitted in eVA by the deadline indicated.

Nothing herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. On the contrary, all responsible offerors are encouraged to submit proposals. The County of Henrico reserves the right to accept or reject any or all proposals submitted.

Pursuant to Henrico County Code Section 16-43, the award will be made by the Purchasing Director.

This RFP and any addenda are available on the County of Henrico website at:
<http://henrico.us/finance/divisions/purchasing>, and on eVA at <https://eva.virginia.gov/>.

Should you have any questions concerning this RFP, please contact Eileen M. Falcone at **fal51@henrico.us** by no later than **2:00 p.m., February 15, 2021**.

Very truly yours,
Oscar Knott, CPP, CPPO, VCO
Purchasing Director

Eileen M. Falcone
Assistant Division Director

**REQUEST FOR PROPOSAL
RTI Reading (K-12) Curriculum for Tier II and Tier III for
HENRICO COUNTY PUBLIC SCHOOLS**

I. INTRODUCTION

A. Purpose:

The purpose of this request for proposal (RFP) is to solicit sealed proposals for an annual contract(s) for Henrico County Public Schools (HCPS) to provide program options that include specific research-based reading intervention materials to be used to support students in grades K – 12, to include exceptional education students, general education students, and English Language Learners (ELL). The expectation is that the RFP will result in the establishment of a contract or contracts that will provide the means to develop a matrix of approved program options and satisfy HCPS’s purchase of Tier II and Tier III reading intervention materials and/or specialized instructional materials for students with disabilities. It is important to note that this is **not** a request for a State Standards of Learning (SOL) Remediation program.

B. Background:

HCPS is a large metropolitan school district with just under 50,000 students in 73 schools for the 2020-21 school year. This includes 46 elementary schools, 12 middle schools, 9 high schools, 2 technical centers, 3 program centers, and one preschool.

Services for our exceptional education students are provided in the general education and exceptional education settings specific to the needs of each student. This solicitation is intended to assist exceptional education and general education by providing intervention strategies to remediate students who are academically below their age level or grade level peers or fail to meet expected benchmarks in the area of reading. A range of intervention materials and strategies are needed for meeting the continuum of exceptional education, ELL, and general education student needs across all grade levels (K-12) to support and align with Tier I curriculum content (VA SOLs) and the findings of the National Reading Panel.

Students to be served:

Approximate estimates at each level based on percentages indicated:

	#Enrolled	85% success	Tier II 10%	Tier III 5%
Elementary	21,974	18,678	2,197	1,099
Middle	11,725	9,966	1,173	586
High School	15,579	13,242	1,558	779
Other	529	451	52	26
Totals	49,807	42,337	4,980	2,490

The primary focus for intervention will be students who have reading skills “below age level, below grade level, or below established benchmark measures” according to HCPS data analysis and are in need of Tier II or Tier III interventions in a “Response to Intervention” (RTI) model. Students may already be identified as having a specific learning disability in the area of reading.

In Tier I instruction, all students receive research-based instruction and programs based on the curriculum standards of the state and district and most students (80-85% or more) learn successfully. Progress is regularly monitored during Tier I instruction; usually at the beginning, middle and end of year to determine progress and identify those who need intervention. Intervention at Tier I is typically provided by the classroom teacher.

Students whose progress falls below an established benchmark in Tier I instruction are provided supplemental small group support specific to areas of difficulty through Tier II intervention. Around 10 to 15% of students may need this additional level of specific skill support. Progress is assessed through weekly or bi-weekly measures, charted, and monitored to determine if the progress made is enough.

A very limited number of students (5-7%) may require Tier III instruction. Tier III interventions provide more time and resources to develop academic or behavioral skills of students. Interventions must be scientifically based with progress monitored through weekly or bi-weekly measures and the length and intensity of support may vary. Students who do not demonstrate sufficient progress in Tier III instruction may be considered for further evaluation.

II. SCOPE OF SERVICES

A. General Requirements:

1. The proposed solution shall cover remediation and intervention for all areas of reading (decoding, phonemic awareness, comprehension, fluency, and vocabulary). Offerors shall also include programs that offer comprehensive literacy support (including writing support) for our Tier I and Tier II students.
2. Materials provided shall be in a print or a blended format, printed and digital programs. Digital programs must coincide with printed materials. Digital programs that do not coincide with printed materials will not be considered.
3. Options for materials and strategies provided will be consistent across all schools at each level (elementary, middle, and high) within the HCPS system.
4. The proposed solutions shall have content scaffolding to include a tiered approach and acceleration for students who need additional help with reading skills and those who need to demonstrate reading gains of one or more years.
5. Intervention materials shall be scripted, explicit, systematic, and simple in design, allowing personnel with varying field experience to successfully instruct lessons that address one or more of the major areas of reading (decoding, phonemic awareness, comprehension, fluency, and vocabulary) and support a variety of instructional settings.
6. Instructional materials for students receiving interventions shall include leveled materials, covering an appropriate range of reading levels and provide engaging tasks that are age-appropriate, high interest, and support and remediate basic skills, linking activities to diagnostic assessments.
7. Materials used for Tier II Intervention should target the improvement of basic skill deficits while supporting and enhancing Tier I (Virginia SOLs) instructional objectives in a different instructional design rather than replace or duplicate it. Tier II is **not** a SOL Remediation Program. Program alignment to the VA SOLs could be beneficial in prescribing its use in remediation.

8. Materials used for Tier II Intervention will include student workbooks, manipulatives, and ancillary materials essential for full implementation and will be consistent across the school division and correlated to essential reading components.
9. Materials used for Tier II or III Intervention may not be grade-level specific in order to provide intervention that meets the instructional level of each student. The Successful Offeror(s) may choose to include some Tier I materials that could be used for Tier II and Tier III Interventions for students not yet functioning on grade level.
10. Tier III materials should provide intensive, explicit, systematic instruction. These materials should be targeted to specific academic deficits.

III. TECHNICAL SPECIFICATIONS

A. User Interface

1. Browser Support – the proposed solution shall:
 - a. Be compatible with the current versions of multiple browsers- at minimum, current versions of Internet Explorer, Edge, Safari, Firefox, and Chrome browsers.
 - b. Maintain compatibility with listed browsers and future versions/updates/releases of the listed browsers for the duration of the contract.
 - c. Only require standard browser plugins.
2. The proposed solution will be compliant with the Americans with Disabilities Act requirements for accessibility.
3. The proposed solution shall be cloud-based and delivered via the Internet over wireless LANs to the client's browser.
4. The proposed solution shall provide an intuitive user interface that allows for ease of use by teachers and students.
5. The proposed solution shall support mobile technology including but not limited to the specific mobile devices currently used in HCPS (iOS, Chromebooks and Android Platforms).

B. Integration

1. The proposed solution shall provide methods for user account administration that are easy to use and maintain.
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.
3. The proposed solution shall allow for LTI, Azure Active Directory or LDAP as a method of authentication and authorization.
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.
5. Any requirements for student, staff, course, roster or school information must be supported through a common specification. The exchange of data must be through a common protocol and not require the installation of vendor-specific software in the HCPS internal infrastructure. HCPS currently supports the following means of exchanging student information in order of preference but will accept other non-vendor specific protocols:

- a. LTI integration as a Tool Provider (TP) with our LMS Solution (Schoology);
 - b. SIF - Student Information framework;
 - c. Exchange of information through Clever - a third party vendor for exchanging common data for school systems (The Successful Offeror is responsible for any costs incurred with Clever implementation);
 - d. API integration with our SIS, PowerSchool; and,
 - e. File exchange to a vendor-supported sFTP server.
6. No additional fees may be charged to HCPS for data integration
 7. Solutions that allow for seamless integration of their product through the IMS Global interoperability standards are preferred and shall support the LTI version 1.1® or higher certified as a Tool Provider with HCPSs LMS Solution (Schoology).

C. Infrastructure and System Administration

1. 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.
2. The proposed solution will provide a secure, web-based system for data in transit and at rest.
3. Successful Offeror(s) will document compliance with all local, state, and federal laws related to student data privacy.
4. The proposed solution shall contain neither commercial content nor serve as a vehicle to market goods and services.
5. The proposed solution is required to handle at least 60,000+ concurrent HCPS users with no latency.
6. 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.
7. 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.

D. Computer, Software, and Network Specifications:

The proposed solution 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)

1. All Staff District-wide; High and Middle School Students
 - a. Software
 - i. OS – Windows 10, 1903 : 64-bit
 - ii. Browsers – Internet Explorer 11; Google Chrome 76.x or above; Microsoft Edge 44.18362.10
 - iii. Java – 1.8.0_171 or above
 - iv. PDF Reader - embedded within Chrome and Edge
 - v. Adobe Reader - standalone application
 - vi. Flash Player – embedded with all browsers

- vii. Adobe Shockwave – 12.2 or above
- viii. Silverlight: 5.1.x or above
- b. Hardware (Based on Latitude 3380s model):
 - i. Dimensions & Weight
 - 1. Width: 13.19" / 335mm
 - 2. Height: (front/back) 1.06"/26.8mm to 1.22"/30.9 mm
 - 3. Depth: 8.80" / 223.3mm 14.0-inch HD Display
 - 4. Weight 4lbs
 - ii. 13.3-inch HD Anti-Glare LED display
 - iii. 128GB SSD Hard Drive
 - iv. 2.50 GHz Intel® i5 Processor-Dual Core
 - v. 8GB DDR3 SDRAM
 - vi. USB Ports
 - 1. 2.0 - (USB/eSATA combo)
 - 2. 3.0 – 2
 - vii. Video output:
 - 1. HDMI
 - viii. Video Card
 - 1. 128MB Dedicated VRAM
 - 2. 1366X768 - Native Resolution
 - ix. Network Connections:
 - 1. Built-in Wireless Card (802.11ac)
 - 2. 10/100/1000 Gigabit Ethernet
 - x. Other inputs:
 - 1. Stereo headphone/Microphone combo jack
 - 2. Integrated, noise reducing array microphone
 - 3. Integrated HD video webcam
- 2. Elementary Students: Windows Laptops (limited in numbers)
 - a. Software
 - i. OS – Windows 10, 1803 : 64-bit
 - ii. Browsers – Internet Explorer 11; Google Chrome 66.x+ or above; Microsoft Edge 42.17134.1.0 or above
 - iii. Java – 1.8.0_171 or above
 - iv. PDF Reader - embedded within Chrome and Edge
 - v. Adobe Reader - standalone application
 - vi. Flash Player – embedded with all browsers
 - vii. Adobe Shockwave – 12.2 or above
 - viii. Silverlight: 5.5.x or above
 - b. Hardware (Latitude 3180 Education model):
 - i. Dimensions & Weight
 - 1. Width: 11.94" / 303.3mm
 - 2. Height: .82" / 20.8mm
 - 3. Depth: 8.11" / 206.0mm
 - 4. Weight 2.79 lbs / 1.27kg
 - ii. 11-inch HD - Display
 - iii. 64GB eMMC Storage - Hard drive
 - iv. Intel® Pentium® Processor N4200
 - v. 4GB 1600MHz LPDDR3
 - vi. USB Ports
 - 1. 3.1 Gen 1 – 2
 - vii. Video output:
 - 1. HDMI - full size
 - viii. Video Card
 - 1. Intel integrated HD graphics 4600

- 2. Optional AMD Radeon HD 8690M with 2GB memory
 - ix. Network Connections:
 - 1. Intel Dual Band Wireless-AC 7265 802.11AC Wi-Fi + BT 4.0 LE Wireless Card (2x2)
 - x. Other inputs:
 - 1. 2 speakers
 - 2. 1 Combo headphone/microphone jack
 - 3. USB card reader
 - 4. Integrated HD video webcam
3. Elementary Students: Dell Chromebooks (primary device for all elementary students)
- a. Software
 - i. Google Chrome 75.x+ or above
 - b. Hardware (Based on Dell Chromebook 11 3180 model):
 - i. Dimensions & Weight
 - 1. Width: 11.94" / 303.3mm
 - 2. Height: 0.81" / 20.75mm
 - 3. Depth: 8.11" / 206mm
 - 4. Weight 2.79 lbs / 1.27kg
 - ii. 11.6-inch HDF - Display
 - iii. 16GB eMMC - Hard drive
 - iv. Celeron N3060 - Processor
 - v. 4GB Memory - Memory
 - vi. USB Ports
 - 1. 2 USB 3.1 Gen 1
 - vii. Video output:
 - 1. Full size HDMI
 - viii. Video Card
 - 1. Intel integrated HD graphics 4600
 - ix. Network Connections:
 - 1. Built-in Wireless Card (802.11a/g/n)
 - x. Other inputs:
 - 1. 2 speakers
 - 2. Headphone/Microphone jack
4. iOS Devices - Elementary and Secondary
- a. Software
 - i. iOS version - 12.x
 - ii. Safari browser
 - b. Hardware (Based on iPad MR7F2LL/A)
 - i. Dimensions and Weight
 - 1. Height: 9.4 inches
 - 2. Width: 6.6 inches
 - 3. Depth: 0.29 inches
 - 4. Weight: 16.48 ounces
 - 5. A10 Fusion chip with 64-bit architecture, Embedded M10 coprocessor
 - ii. Display:
 - 1. 9.7-inch (diagonal) LED-backlit glossy widescreen
 - 2. LED Backlit with Multi-touch with IPS technology
 - a. 2048-by-1536-pixel resolution.
 - b. Retina Display
 - iii. 32GB Storage
 - iv. Wireless-A, Wireless-AC, Wireless-B, Wireless-G, Wireless-N
 - v. Bluetooth 4.2 Technology
 - vi. Camera, Photos and Video Recording:

1. Camera
 - a. 8-megapixel camera
 - b. Live Photos
 - c. Autofocus
 - d. Panorama (up to 43 megapixels)
 - e. HDR for photos
 - f. Exposure control
 - g. Burst mode
 - h. Tap to focus
 - i. Timer mode
 - j. $f/2.4$ aperture
 - k. Five-element lens
 - l. Hybrid IR filter
 - m. Backside illumination
 - n. Auto image stabilization
 - o. Face detection
 - p. Photo geotagging
2. Video Recording
 - a. 1080p HD video recording (30 fps)
 - b. Slo-mo (120 fps)
 - c. Time-lapse video with stabilization
 - d. Video image stabilization
 - e. Face detection
 - f. 3x video zoom
 - g. Video geotagging
3. FaceTime HD Camera
 - a. 1.2-megapixel photos
 - b. Live Photos
 - c. $f/2.2$ aperture
 - d. Retina Flash
 - e. 720p HD video recording
 - f. Backside illumination
 - g. HDR for photos and videos
 - h. Face detection
 - i. Burst mode
 - j. Exposure control
 - k. Timer mode
- vii. Power and Battery:
 1. Built-in 32.4-watt-hour rechargeable lithium-polymer battery
 2. Up to 10 hours of surfing the web on Wi-Fi, watching video, or listening to music
 3. Charging via power adapter or USB to computer system
- viii. Sensors:
 1. Touch ID (Fingerprint identity sensor built into the Home button)
 2. Three-axis gyro
 3. Accelerometer
 4. Barometer
 5. Ambient light sensor
- ix. Accessibility:

Accessibility features help people with disabilities get the most out of their device. With built-in support for vision, hearing, physical and motor skills, and learning and literacy.

 1. Voice-over
 2. Zoom
 3. Magnifier

4. Siri and Dictation
5. Switch Control
6. Closed Captions
7. Assistive Touch
8. Speak Screen

IV. COUNTY RESPONSIBILITIES

Henrico County Public Schools (HCPS) will designate an individual to act as the County’s representative with respect to the work to be performed under this contract. Such individual shall have the authority to transmit instructions, receive information, and interpret and define the County’s policies and decisions with respect to the contract. HCPS will monitor and support implementation through content area coaches and specialists, RTI Specialist, and Exceptional Education Specialists.

V. ANTICIPATED PROCUREMENT SCHEDULE

The following represents a tentative outline of the process currently anticipated by the County:

Request for Proposal Distributed	February 8, 2021
Questions Due	February 15, 2021; 2:00 p.m.
Receive Written Proposals	March 5, 2021; 2:30 p.m.
Conduct Oral Interviews with Offerors	March 30, 2021
Negotiations Completed	March/April, 2021
Award Contract	April/May, 2021
[Installation/Services] Begin	July 1,2021

VI. GENERAL CONTRACT TERMS AND CONDITIONS

A. Annual Appropriations

The contract resulting from this procurement (“Contract”) shall be subject to annual appropriations by the Henrico County Board of Supervisors. Should the Board fail to appropriate funds for this Contract, the Contract shall be terminated when existing funds are exhausted. The Successful Offeror (“Successful Offeror” or “Contractor”) shall not be entitled to seek redress from the County or its elected officials, officers, agents, employees, or volunteers should the Board of Supervisors fail to make annual appropriations for the Contract.

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
4. Notice of award or intent to award may also appear on the Purchasing Office website: <http://henrico.us/finance/divisions/purchasing/>.

C. Collusion

By submitting a proposal in response to this Request for Proposal, each 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, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free,

competitive bidding in violation of the Sherman Act (15 U.S.C. § 1 et seq.) or Section 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.

D. Compensation

The Successful Offeror must submit a complete itemized invoice for services that are performed under the Contract. The County shall pay the Successful Offeror for satisfactory compliance with the Contract within forty-five (45) days after receipt of a proper invoice.

E. Controlling Law and Venue

The Contract will be made, entered into, and shall be performed in the County and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflicts of law principles. Any dispute arising out of the Contract, its interpretations, or its performance shall be litigated only in the Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

F. Default

1. If the Successful Offeror is wholly responsible for a failure to perform the Contract (including, but not limited to, failure deliver services, failure to complete implementation, or if the services fail to perform as specified herein), the County may consider the Successful Offeror to be in default. In the event of default, the County will provide the Successful Offeror with written notice of default, and the Successful Offeror shall provide a plan to correct the default within 20 calendar days of the County's notice of default.
2. If the Successful Offeror fails to cure the default within 20 days, the County, among other actions, may complete the Contract work through a third party, and the Successful Offeror shall be responsible for any amount in excess of the Contract price incurred by the County in completing the work to a capability equal to that specified in the Contract.

G. Drug-Free Workplace to be Maintained by the Contractor (VA. Code §2.2-4312)

1. During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
2. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

H. Employment Discrimination by Contractor Prohibited

1. Contractor certifies to the County of Henrico, Virginia that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age,

color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E). During the performance of this Contract, the Contractor agrees as follows (Va. Code § 2.2-4311):

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Contractor will include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

I. Employment of Unauthorized Aliens Prohibited

As required by Virginia Code §2.2-4311.1, the Contractor does not, and shall not during the performance of this agreement, in the County of Henrico, Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

J. Ethics in Public Contracting

Contractor certifies that its proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with its proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

K. Antitrust

By entering into a contract, the Successful Offeror conveys, sells, assigns, and transfers to the County of Henrico, Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular services purchased or acquired by the County under the contract.

L. Testing and Inspection

The County reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the specifications.

M. Assignment of Contract

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 from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused

by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the County's sole negligence.

O. Insurance Requirements

The Successful Offeror shall maintain insurance to protect itself and the County and the County's elected officials, officers, agents, volunteers and employees from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of services under the Contract, whether such services are provided by the Successful Offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. **(Attachment E)**.

P. No Discrimination against Faith-Based Organizations

The County does not discriminate against faith-based organizations as that term is defined in Va. Code § 2.2-4343.1.

Q. Offeror's Performance

1. The Successful Offeror agrees and covenants that its agents and employees shall comply with all County, state and federal laws, rules and regulations applicable to the business to be conducted under the Contract.
2. The Successful Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
3. The Successful Offeror shall cooperate with County officials in performing the Contract work so that interference with the County's normal operations will be held to a minimalized.
4. The Successful Offeror shall be an independent contractor and shall not be an employee of the County.

R. Ownership of Deliverable and Related Products

1. The County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County.
2. The Successful Offeror is expressly prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Contract.
3. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches, in the best interest of the County.

S. Record Retention and Audits

1. The Successful Offeror shall retain, during the performance of the Contract and for a period of five years from the completion of the Contract, all records pertaining to the Successful Offeror's proposal and any Contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Successful Offeror's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; Contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and

correspondence. Such records shall be available to the County on demand and without advance notice during the Successful Offeror's normal working hours.

2. County personnel may perform in-progress and post-audits of the Successful Offeror's records as a result of a Contract awarded pursuant to this Request for Proposals. Files would be available on demand and without notice during normal working hours.

T. Severability

Each paragraph and provision of the Contract is severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

U. Minority-, Woman-, Service Disabled Veteran-Owned, Small Businesses and Employment Services Organizations

It is the policy of the County to actively seek out and provide contracting opportunities to minority-, woman-, service disabled veteran-owned, small businesses and employment services organizations in procurement transactions made by the County.

The County strongly encourages all suppliers to respond to Invitations for Bids and Request for Proposals and supports the use of minority, woman-, service disabled veteran-owned, small businesses and employment services organizations for sub-contracting opportunities.

All formal solicitations are posted on the Commonwealth of Virginia eVA and the County's internet site at <http://henrico.us/finance/divisions/purchasing/> and may be viewed under the Bids and Proposals link. Construction related solicitations are located on eVA and County internet sites and on ProcureWare at <https://henrico.procureware.com/home>.

V. Subcontracts

No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Successful Offeror desires to subcontract some part of the work specified in the contract, the Successful Offeror shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Successful Offeror shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract.

W. Taxes

1. The Successful Offeror shall pay all County, state, and federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Such taxes shall not be in addition to the Contract price between the County and the Successful Offeror because the taxes shall be solely an obligation of the Successful Offeror and not the County, the County shall be held harmless for same by the Successful Offeror.
2. The County is exempt from the payment of federal excise taxes and the payment of state sales and use tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

X. Termination of Contract

1. The County reserves the right to terminate the Contract immediately in the event that the Successful Offeror discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.
2. Failure of the Successful Offeror to comply with any section or part of the Contract will be considered grounds for immediate termination of the Contract by the County.
3. Notwithstanding anything to the contrary contained in the Contract between the County and the Successful Offeror, the County may, without prejudice to any other rights it may have, terminate the

Contract for convenience and without cause, by giving 30 days' written notice to the Successful Offeror.

4. If the County terminates the Contract, the Successful Offeror will be paid by the County for all scheduled work completed satisfactorily by the Successful Offeror up to the termination date.

Y. County License Requirement

If a business is located in the County, it is unlawful to conduct or engage in the business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your proposal submission. If your business is not located in the County, include a copy of your current business license with your proposal submission. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.

Z. Environmental Management

The Successful Offeror must comply with all applicable federal, state, and local environmental regulations. The Successful Offeror is required to abide by the County's Environmental Policy Statement: http://henrico.us/pdfs/risk/env_policy.pdf which emphasizes environmental compliance, pollution prevention, continual improvement, and conservation. Employees of the Successful Offeror must be properly trained and have any necessary certifications to carry out environmental responsibilities. The Successful Offeror must immediately communicate any environmental concerns or incidents to the assigned County Project Manager and the County Risk Manager.

AA. Safety

1. The Successful Offeror shall comply with and ensure that the Successful Offeror's personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the Contract. The Successful Offeror shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Successful Offeror.
2. Each job site must have a supervisor who is competent, qualified, or authorized on the worksite, who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and is capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Successful Offeror's personnel from the work site.
3. In the event the County determines any operations of the Successful Offeror to be hazardous, the Successful Offeror must immediately discontinue such operations upon receipt of either written or oral notice by the County to discontinue such practice.

BB. Authorization to Transact Business in the Commonwealth

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership or other business form must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.
2. An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its proposal the identification

number issued to it by the State Corporation Commission (Attachment C). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law must include in its proposal a statement describing why the Offeror is not required to be so authorized.

3. An Offeror described in subsection 2 that fails to provide the required information shall not receive an award unless a written waiver is granted by the Purchasing Director, his designee, or the County Manager.
4. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment by the County.
5. Any business entity described in subsection 1 that enters into a contract with a public body must not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked or cancelled at any time during the term of the contract.

CC. Payment Clauses Required by Va. Code §2.2-4354

Pursuant to Virginia Code § 2.2-4354:

1. The Successful Offeror shall take one of the two following actions within seven days after receipt of amounts paid to the Successful Offeror by the County for all or portions of the goods and/or services provided by a subcontractor: (a) pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or (b) notify the County and subcontractor, in writing, of the Successful Offeror's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. The Successful Offeror that is a proprietor, partnership, or corporation shall provide its federal employer identification number to the County. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror who is an individual contractor shall provide his/her social security numbers to the County.
3. The Successful Offeror shall pay interest to its subcontractors on all amounts owed by the Successful Offeror that remain unpaid after seven days following receipt by the Successful Offeror of payment from the County for all or portions of goods and/or services performed by the subcontractors, except for amounts withheld as allowed in Subparagraph 1. above.
4. Unless otherwise provided under the terms of the Contract interest shall accrue at the rate of one percent per month.
5. The Successful Offeror shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
6. The Successful Offeror's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in Virginia Code § 2.2-4354 shall not be construed to be an obligation of the County. A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

DD. Contact Period

1. The contract period shall be from July 1, 2021 through June 30, 2022. Contract prices shall remain firm for the contract period.
2. The contract may be renewed for four (4) additional one-year periods at a price not to exceed 3% above the previous year's prices.
3. The resulting contract should require the Successful Offeror to give at least a ninety (90) day written notice if it does not intend to renew the contract at any annual renewal.

4. The contract shall not exceed a maximum of five (5) years.

EE. Occupational Safety & Health Policy Statement

The Successful Offeror must comply with all applicable federal, state, and local occupational safety and health standards. The Successful Offeror is required to abide by the County's Occupational Safety & Health Policy Statement: https://henrico.us/pdfs/risk/h_safety_policy.pdf which emphasizes maintaining a safe and healthy work environment for all employees, volunteers, and contractors who access County property and locations. The Successful Offeror must be properly trained and have any necessary certifications to carry out occupational safety and health policy responsibilities. The Successful Offeror must immediately communicate any concerns or incidents to the assigned County Project Manager and the County Risk Manager.

FF. Tobacco – Free Requirement

County Public Schools (“HCPS”) has a tobacco-free policy on school property. Therefore, the use or display of tobacco products by the Contractor, its suppliers and/or subcontractors on school property is strictly prohibited at all times, including days and/or hours when school is not in session. This includes, but is not limited to, outdoor areas of school properties and personal or business vehicles present on school property.

“Tobacco products” include any lit or unlit cigarette (including candy cigarettes), cigar, pipe, smokeless tobacco, dip, chew, and snuff in any form. This includes electronic cigarettes, cigarette packages, smokeless tobacco containers, lighters, and any other items containing or reasonably resembling tobacco, tobacco product images and tobacco company logos, such as key chains, t-shirts, ash trays, and coffee mugs.

“School property” includes land, buildings, facilities, and vehicles owned or rented by HCPS. School property includes parking lots, playgrounds and recreational areas.

GG. Conduct

1. Fraternalization between supplier and teachers or students is strictly prohibited.
2. Use, consumption, and/or possession of any controlled substance, substances considered to be illegal, and alcohol are strictly prohibited on school grounds.
3. Cigarette smoking is prohibited on school grounds.
4. Use of vulgar, suggestive or abusive language or gestures is strictly prohibited on school grounds.
5. Use of radios/stereos or other noise producing equipment shall not be used. No weapons of any kind are allowed on school grounds.

HH. Service Accessibility

Pursuant to the award of the contract and as soon as practicable but not later than September 1, 2019, the Successful Offeror shall confirm that all online content and/or web-based functionality provided is accessible to individuals with disabilities except where doing so would impose a fundamental alteration or undue burden. Accessibility will be measured according to the W3C's Web Content Accessibility Guidelines (WCAO) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 techniques.

II. Section 508 Compliance

All information technology which, pursuant to this RFP, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the “Technology”) shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Supplier must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The

requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the Code of Virginia for web content, which are incorporated by reference.

JJ. Cooperative Procurement

This procurement is being conducted by the County in accordance with the provisions of Section 2.2-4304 of the Code of Virginia. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this Contract. The Contractor shall deal directly with any public body it authorizes to use the Contract. The County, its officials, and its employees are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public body, and in no event shall the County, its officials, or its employees be responsible for any costs, damages or injury resulting to any party from another public body's cooperative use of a County contract. The County assumes no responsibility for any notification of the availability of the Contract for use by other public bodies, but the Contractor may conduct such notification.

VII. PROPOSAL SUBMISSION REQUIREMENTS

- A. The Purchasing Division will not accept oral proposals, nor proposals received by telephone, FAX machine, or email or hard copy submissions. Proposals will only be accepted through eVA.
- B. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror.
- C. The Proposal Signature Sheet (**Attachment A**) must accompany any proposal(s) submitted and be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Division requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.
- D. Reserved.
- E. The time proposals are received shall be determined by the time clock in eVA. Offerors are responsible for insuring that their proposals are submitted in eVA by the deadline indicated.
- F. By submitting a proposal in response to this Request for Proposal, the Offeror represents it has read and understands the Scope of Services and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the Contract work.
- G. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the Contract.
- H. Subject to the limitations of Va. Code § 2.2-4342(F), trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Va. Code § 2.2-4342(F)). (**Attachment D**)

- I. A proposal may be modified or withdrawn by the Offeror any time prior to the time and date set for the receipt of proposals. The Offeror shall follow the process in eVA. No proposal can be withdrawn after the time set for the receipt of proposals and for one-hundred twenty (120) days thereafter.
- J. The County welcomes comments regarding how the proposal documents and scope of services may be improved. **Offerors requesting clarification, interpretation of, or improvements to the Request for Proposal's general terms, conditions, and scope of services shall submit technical questions concerning the Request for Proposal no later than 2:00 p.m.; February 15, 2021 in writing.** Any changes to this Request for Proposals shall be in the form of a written addendum issued by the Purchasing Division and it shall be signed by the Purchasing Director or a duly authorized representative. **Each Offeror is responsible for determining that it has received all addenda issued by the Purchasing Division before submitting a proposal.**
- K. All proposals received on time shall be accepted for consideration. Proposals shall be open to public inspection only after award of the Contract.

VIII. EVALUATION (SAMPLE MATERIALS) SUBMISSION REQUIREMENTS

- A. Offerors shall submit samples of instructional materials (printed format) that are being offered. The Purchasing Division will accept samples no later than the due date of the RFP. Samples shall be delivered to the physical address of the County of Henrico, Purchasing Division, 8600 Staples Mill Road, Henrico, VA 23228.
- B. All packages containing samples shall be delivered in a sealed box and the outside of the box shall be marked with the number and title of the RFP and the offeror's name.
- C. All samples must be labeled with the title and number of RFP and the offeror's name.
- D. Failure to provide samples by the time specified, may result in the rejection of an offeror's proposal.
- E. Samples will remain in the possession of the County until a contract is award is finalized.
- F. Upon contract award finalization, offerors will be notified and responsible for the pick-up/return freight of the sample units. If return arrangements are not confirmed within seven calendar days after notification from the Purchasing Division that the evaluation units are available for return, the Purchasing Division reserves the right to dispose of the sample materials.

IX. PROPOSAL RESPONSE FORMAT

- A. Offerors shall submit a written proposal that present the Offeror's qualifications and understanding of the work to be performed. Offerors must address each evaluation criterion and be specific in presenting their qualifications. The proposal should provide all the information considered pertinent to the Offeror's qualifications for this project.
- B. The Offeror should include in its proposal the following:
 - 1. Table of Contents
All pages are to be numbered.

2. **Tab 1 – Introduction and Signed Forms**

In this tab, the following items should be provided:

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

3. **Tab 2 – Statement of the Scope**

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

4. **Tab 3 - Offeror Qualifications, Experience, Resumes and Financial Capacity.**

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

- a. Years in business outlining the company history and experience providing services as requested in this RFP;
- b. Experience with a project of this magnitude;
- c. Evidence of financial stability;
- d. Experience with development of digital content aligned with Virginia SOLs;
- e. Experience in K-12;
- f. Evidence of research demonstrating the validity of the techniques, materials and interventions presented to include a review from an impartial research-based agency, such as the Florida Center for Reading Research or the Oregon Reading First Review Panel;
- g. Number of current customers;
- h. Number of employees proposed for the development and ongoing processes including training; and
- i. Resumes of proposed staff that would be assigned to this project.

5. **Tab 4 – Service Approach and Implementation**

In this tab, offerors should describe, in detail, the proposed solution. Offerors shall discuss their current workload and their ability to provide their proposed solution by July 1, 2021. Offerors shall provide, at minimum, the following:

- a. A sandbox environment for any digital proposed solutions for the committee to use for evaluation. If the "sandbox: environment is not available, offerors shall provide screen shots for the product with their proposal;
- b. Samples of the instructional materials (printed format) that are being offered. See Sec.VIII for instructions. **(*DO NOT INCLUDE YOUR PROPOSALS WITH YOUR SAMPLES)**
- c. A projected schedule for performing key phases of the project, including estimated time frame;
- d. Any agreements to which HCPS may be required to agree to as part of the contract should your firm be awarded the contract. (i.e. Service Level Agreement etc.)
- e. Any terms and conditions the "end user" is required to accept;

- f. Discuss how parental consent is handled, if required; and
 - g. A detailed timeline for implementation of the proposed solution indicating resources (responsible party) and completion dates.
6. **Tab 5 – Technical Administration, User Interface, Security Integration and Devices**

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

 - a. Evidence of their ability to accommodate concurrent users based on data collected from a similar environment;
 - b. How accounts are maintained in their system and how they support automated provisioning of users and accounts;
 - c. Describe the data exchange process in detail;
 - d. Describe any limitations the proposed solution may have such as the number of teachers for a class and the number of schools associated with teachers and students;
 - e. Provide per user bandwidth requirements for the proposed solution;
 - f. Provide the average bandwidth per student required; and,
 - g. Provide a detailed description of the implementation and support the solution has for LTI version 1.1 or higher certified as a toll Provider (TP) with our LMS Solution (Schoology).
7. **Tab 6 – Reporting and Monitoring**

In this tab, offerors shall provide the following information regarding reports and monitoring

 - a. Describe program-specific progress monitoring. While program monitoring is desired, HCPS shall continue to monitor student progress using a progress monitoring tool that is independent of the students' curriculum/intervention.
 - b. Provide samples and descriptions of reports offered and the ability to customize content and reports.
8. **Tab 7 – Training and Professional Development**

In this tab, offerors shall describe training and professional development that is included with the proposed solution. Offerors shall include a description of the required training for implementation of the program as well as options for continued professional development at either the district or school level. Pricing shall be clearly defined in the proposal submission. Include pricing for county-wide, train-the-trainer model as well as resources and professional development options available to schools at no additional cost.
9. **Tab 8 – Pricing**

In this tab, offerors shall provide a detailed pricing schedule. The price shall include all costs associated with providing the services and materials outlined in Sec. II and Sec.III of this RFP.

 - a. List all categories separately, itemized for evaluation such as material cost, training of County staff, projected man-hours, hourly rates, etc.
 - b. Include a statement that the Offeror will provide all services as outlined in their proposal.
 - c. Provide all costs for annual services for each program being offered up to five years. To include the following:
 - i. Provide a cost proposal for professional development and training for HCPS new hires working with reading RTI Tier II and Tier III interventions beyond the first year of implementation.
 - ii. Provide a separate cost for consumable materials.
 - iii. Provide a separate cost for RTI Tier II and Tier III interventions for secondary (grades 6-12) writing skills.

- d. Provide pricing for Year 1 on **Attachment G**, based on your firm's pricing model. If more than one program is being offered, offers must provide a separate **Attachment G** for each program being offered.

10. Tab 9 – **References**

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

11. (if needed) Tab 10 – **Exceptions**

In this tab, offerors shall list any exceptions taken to the Scope of Services and General Terms and Conditions of this Request for Proposals. The County intends to make the RFP and the Successful Offeror's proposal a part of the contract between the parties, so Offerors should list any exceptions for purposes of negotiating the contract.

12. (if needed) Tab 11 – **Assumptions**

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

13. (if needed) Tab 12 – **Appendices**

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

X. PROPOSAL EVALUATION/SELECTION PROCESS

- A. Offerors are to make written proposals, which present the Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required goods/services.

- B. Selection of the Successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

Evaluation Criteria	Weight
Functional Requirement <i>(In accordance with Section IX Item B(3), B(6), B(7), and B(11) this criterion considers the extent to which the Offeror's proposal satisfied the services requested by this RFP and clearly demonstrates the work to be performed as specified in Sec. II and III)</i>	40
Experience and Qualifications <i>(In accordance with Section IX Item B(4) and B(10) this criterion considers the extent to which the Offeror's qualifications, experience, resumes and references of the overall Offeror and staff assigned relative to the service solicited by this RFP as specified in Section II and III)</i>	30
Implementation <i>(In accordance with Section IX Item B(5), B(6) and Item B(8) this criterion considers the Offeror's service approach, training and implementation of services as requested by this RFP as specified in Section II and III)</i>	20
Price <i>(In accordance with Section IX, Item B(9), this criterion considers the Offeror's pricing for completing the services requested by this RFP as specified in Section II and III.)</i>	5
Quality of Proposal Submission / Oral Presentations <i>(This criterion considers the overall quality of the Offeror's proposal submitted and any oral presentations required.)</i>	5
Total	100

- C. For goods, nonprofessional services, and insurance, selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. In the case of a proposal for information technology, as defined in Va. Code § 2.2-2006, the County shall not require an Offeror to state in a proposal any exception to any liability provisions contained in the Request for Proposal. Negotiations shall then be conducted with each of the Offerors so selected. The Offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror(s) which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that Offeror(s). Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

ATTACHMENT A
PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal (“RFP”) **No.21-2114-2EMF RTI Reading (K-12) Curriculum for Tier II and Tier III.**

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):
ADDRESS:
FEDERAL ID NO:
SIGNATURE:
NAME OF PERSON SIGNING (PRINT):
TITLE:
TELEPHONE:
FAX:
EMAIL ADDRESS:
DATE:

ATTACHMENT B
BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: _____

This form completed by: Signature: _____ Title: _____

Date: _____

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:

_____ **-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: _____

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

**ATTACHMENT E
COUNTY OF HENRICO
INSURANCE SPECIFICATIONS**

The following insurance coverages and limits are required in order to provide goods, services, construction, professional and non-professional services to Henrico County general government agencies and Henrico County Public Schools. These requirements are specific to this procurement and may or may not be the same for future requests.

Please be sure and review the Additional Requirements Section

The Successful Bidder/Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Bidder/Offeror, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia and that is representative of the insurance policies. The Certificate shall show that the policy has been endorsed to add the County of Henrico and Henrico County Public Schools named as an additional insured for the Commercial General Liability coverage. **The certificate must not show in the description of operations section that it is issued specific to any bid, job, or contract.** The coverage shall be provided by a carrier(s) rated not less than "A-" with a financial rating of at least VII by A.M. Best or a rating acceptable to the County. In addition, the Successful Bidder/Offeror shall agree to give the County a minimum of 30 days prior notice of any cancellation or material reduction in coverage.

Workers' Compensation

Statutory Virginia Limits

Employers' Liability Insurance - \$100,000 for each Accident by employee
\$100,000 for each Disease by employee
\$500,000 policy limit by Disease

Commercial General Liability

\$1,000,000 each occurrence including contractual liability for specified agreement
\$2,000,000 General Aggregate (other than Products/Completed Operations)
\$2,000,000 General Liability-Products/Completed Operations
\$1,000,000 Personal and Advertising injury
\$ 100,000 Fire Damage Legal Liability

Business Automobile Liability – including owned, non-owned and hired car coverage

Combined Single Limit - \$1,000,000 each accident

Umbrella Liability

\$2,000,000 Per Occurrence and in the aggregate

Additional Requirements

In addition to the requirements above, the Successful Bidder/Offeror shall thoroughly review the scope of work that is included and if any of the following are included in the services that will be provided, the following additional insurance will be required, if required:

- Professional Liability - \$2,000,000 Per Occurrence (or limit in accordance with Statute for Medical Professional)**
Required if the Scope includes providing advice or consultation including but not limited to; lawyers, bankers, physicians, programming, design (including construction design), architects & engineers and others who require extensive education and/or licensing to perform their duties.
- Cyber Liability - \$2,000,000 Per Occurrence**
Required if the Scope includes the collection and electronic transmittal of Personal Health Insurance (PHI), or any other demographic data on individuals including but not limited to Name, Address, Social Security Numbers or any other sort of personally identifying information.
- Abuse and Molestation Coverage - \$1,000,000 Per Occurrence**
Required if the scope of work includes the offering of professional or non-professional services to any child or student where one on one contact or consultation is to be provided.
- Pollution Liability - \$1,000,000 Per Occurrence**
Required if the scope of work involves the use (other than in a motor vehicle) or removal of a substance or energy introduced into the environment that potentially has an undesired effect or affects the usefulness of a resource. These include, but are not limited to Asbestos, PCB's, Lead, Mold, and Fuels.
- Explosion, Collapse & Underground Coverage (XCU)**
Required of a Contractor in limits equal to the General Liability Limit when the Scope includes any operations involving Blasting, any work underground level including but not limited to wires, conduit, pipes, mains, sewers, tanks, tunnels, or any excavation, drilling, or similar work.
- Builders Risk Coverage**
Required if the scope of work includes the ground up construction of a structure. Limit of insurance shall be 100% of the completed value of the structure. For projects for the renovation of an existing structure, The County shall insure the Builder's Risk with the Contractor being responsible for the first \$10,000 of any claim.
- Other as Specified Below**

NOTE 1: The commercial general liability insurance shall include contractual liability. The contract documents include an indemnification provision(s). The County makes no representation or warranty as to how the Bidder/Offeror's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Bidder/Offeror's responsibilities outlined in the contract documents.

NOTE 2: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. This insurance shall apply as primary insurance and non-contributory with respect to any other insurance or self-insurance programs afforded the County of Henrico and Henrico County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

NOTE 3: Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

NOTE 4: The Certificate Holder Box shall read as follows:
County of Henrico
Risk Management
PO Box 90775
Henrico, VA 23273

ATTACHMENT F
Direct Contact with Students Form

Name of Offeror: _____

Pursuant to Va. Code § [22.1-296.1](#), as a condition of awarding a contract for the provision of services that require the contractor, his employees or subcontractors to have **direct contact with students** on school property during regular school hours or during school-sponsored activities, the school board shall require the contractor to provide certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

As part of this submission, I certify that the employees of, or subcontractors to, the above mentioned contractor that will be providing services that require direct contact with students to the School Board under the resulting contract will have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Furthermore, I understand that the duty to certify is ongoing and extends to future employees and employees of subcontractors for the duration of the contract.

Signature of Authorized Representative

Printed Name of Authorized Representative

Printed Name of Offeror
(if different than Representative)