



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

DATE:	June 30, 2025
CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i>	English Language Arts (PK-12) Digital Curriculum for Tier 1 Division Level Resources
CONTRACT NUMBER:	2316C
COMMODITY CODE:	924.16
CONTRACT PERIOD:	July 1, 2025 through June 30, 2026
RENEWAL OPTIONS:	One (1) one-year renewal option through 2027
USER DEPARTMENT:	Schools
Contact Name:	Kennedy Venaglia
Phone Number:	804-642-3640
Email Address:	Kwvenaglia @henrico.k12.va.us
HENRICO COOPERATIVE TERMS INCLUDED:	Yes
SUPPLIER: Name:	Lexia Learning Systems, LLC
Address:	300 Baker Avenue, Ste 320
City, State:	Concord, ma 01742
Contact Name:	Anita Baker
Phone Number:	757-202-7031
Email address:	Anita.Baker@lexialearning.com
ORACLE SUPPLIER NUMBER:	282826
BUSINESS CATEGORY:	Non-Swam
PAYMENT TERMS:	Net 45
DELIVERY:	As needed and requested
FOB:	Destination
BUYER: Name:	Eileen M. Falcone, CPPB
Title:	Purchasing Manager
Phone:	804-501-5637
Email:	Fal51@henrico.gov

This contract is the result of a competitive solicitation issued by the Department of Finance, Purchasing Division. A requisition must be generated for all purchases made against this contract and the requisition must reference the contract number.

**PRICE SCHEDULE
See Exhibit E**



COMMONWEALTH OF VIRGINIA
County of Henrico

Non-Professional Services Contract
Contract No. 2316C

This Non-Professional Contract (this "Contract") entered into this 23rd day of August 2022, by Lexia Learning Systems LLC (the "Contractor") and the County School Board of Henrico County, Virginia ("HCPS").

WHEREAS HCPS has awarded the Contractor this Contract pursuant to Request for Proposals No. 22-2316-1EMF, as modified by Addenda 1, dated March 15, 2022 (the "Request for Proposals"), for English Language Arts (PK-12) Digital Curriculum for Tier I Division Level Resources.

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

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

COMPENSATION: The compensation HCPS will pay to the Contractor under this Contract shall be in accordance with Exhibit E. Prices shall not exceed 3% above the previous year's prices.

CONTRACT TERM: The Contract term shall be for a period of one year beginning upon execution of this contract and ending June 30, 2023. HCPS may renew the Contract for up to four (4) one-year terms giving 30 days' written notice before the end of the term unless Contractor has given HCPS written notice that it does not wish to renew at least 90 days before the end of the term.

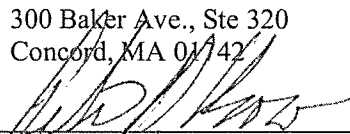
CONTRACT DOCUMENTS: This Contract hereby incorporates by reference the documents listed below (the "Contract Documents") which shall control in the following descending order:

1. This Non-Professional Services Contract between HCPS and Contractor.
2. The General Contract Terms and Conditions included in the Request for Proposals
3. License Agreement Addendum (Exhibit A);
4. Virginia Data Security Agreement (Exhibit B);
5. The Scope of Services included in the Request for Proposals;
6. Lexia End User License Agreement last updated March 3, 2021 (Exhibit C);
7. The Negotiated Modifications (Exhibit D);
8. Contractor's Best and Final Offer dated May 31, 2022, excluding any terms or conditions attached to the order (Exhibit E); and
9. Contractor's Original Proposal dated March 30, 2022 (Exhibit F), excluding any terms or conditions attached to the order.

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

Lexia Learning Systems LLC

300 Baker Ave., Ste 320
Concord, MA 01742



Signature


Peter Koso, Vice President

Printed Name and Title

23-Aug-2022

Date

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



Signature


Oscar Knott, CPP, CPPO, VCO

Purchasing Director

8/29/22

Date

Approved as to form:



Rachel Hart Jewell
Assistant County Attorney

8/11/22

Date

EXHIBIT A

LICENSE AGREEMENT ADDENDUM

The County School Board of Henrico County, Virginia (the "**County**"), and Lexia Learning Systems, LLC ("**Supplier**"), a Delaware Corporation are this day entering into an agreement for English Language Arts (PK-12) Digital Curriculum for Tier 1 Division Level Resources (the "**Agreement**") and, for their mutual convenience, the parties are using the standard form contract (Lexia End User License Agreement last updated March 3, 2021) provided by Supplier ("**Contract**"). This License Agreement Addendum ("**LAA**"), duly signed by the County and Supplier (each a "**Party**"), is attached to and made a part of the Agreement and the Contract by incorporation, and with the Agreement governs the use of any and all software licensed by the County under the Agreement (the "**Software**") and this LAA.

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

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

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

1. Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the Contract or requiring or permitting that any dispute under the Contract be resolved in any court other than the state courts located in Henrico County, Virginia;
2. Requiring any total or partial compensation or payment for lost profit or liquidated damages by any Customer if the Contract is terminated before the end of its ordinary term;
3. Imposing any interest charge(s) contrary to that specified by § 2.2-4347 *et seq.* of the Code of Virginia;
4. Requiring the County to maintain any type of insurance for Supplier's benefit;
5. Granting Supplier a security interest in any property of the County;
6. Requiring the County to indemnify, defend, or to hold harmless Supplier for any act or omission;
7. Limiting or adding to the time period within which claims can be made or actions can be brought (Reference Tit. 8.01 of the Code of Virginia);
8. Limiting 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, court costs, 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. Requiring the County to allow the Contractor to retain all fees paid under the Contract in the event of termination of the agreement rather than reimbursing the County pro-rata for the time remaining under the Contract;
16. Binding the County to any exhibits, addendum, agreements, or other terms or conditions from Supplier, whether through linking or incorporation by reference in a document provided by Supplier, which are not included in full form as an Exhibit in the Non-Professional Services Contract No. 2316C;
17. Requiring that any exhibits, addendum, agreements, or other terms or conditions provided by Supplier as a part of the Contract supersede the terms of documents provided by the County in a manner contrary to the order of control listed in the Non-Professional Services Contract No. 2316C or stating that the any exhibits, addendum, agreements, or other terms or conditions provided by the County be of no effect;
18. 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;
19. Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of the County;
20. Limiting the liability of Supplier for property damage, direct damages, death, or personal injury;
21. 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;
22. 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;
23. 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;
24. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
25. Requiring that the County waive its sovereign immunity or its immunity;
26. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
27. Requiring or construing that any provision in this Contract conveys any rights or interest in the County's data to Supplier;
28. Requiring the use of foreign currency. The currency used for the Contract will be United States Dollars;
29. Obliging 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;
30. Permitting unilateral modification of the Contract by Supplier or allowing modification of applicable terms, conditions, or policies without a separate agreement signed by both parties;

31. 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;
32. 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;
33. Renewing or extending the Contract beyond the term set forth in the Agreement or automatically continuing the Contract period from term to term;
34. 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;
35. Delaying the acceptance of the Contract or its effective date beyond the date of signing;
36. 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;
37. 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;
38. 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;
39. Prohibiting the County from transferring or assigning to any entity the Contract or any license to Software granted pursuant to the Contract;
40. 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:

41. 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.
42. 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
43. 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.
44. Supplier agrees that County will only be bound by the terms and conditions of documents expressly included as Exhibits in Non-Professional Services Contract No. 2316C and that no other agreements whether referenced or expressly incorporated by reference will be binding on the County.


45. 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.
46. The County may require that Supplier personnel submit to a criminal background check prior to performance of any services under the Contract.
47. 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.

Lexia Learning Systems, LLC

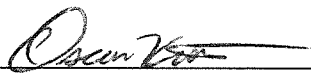
By: 
(Signature)

Name: Peter Koso
(Print)

Title: Vice President

Date: 23-Aug-2022

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

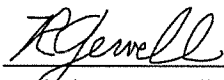
By: 
(Signature)

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

Title: Purchasing Director

Date: 8/24/22

Approved as to form:


Rachel Hart Jewell
Assistant County Attorney

8/12/22
Date

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

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

RECITALS

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

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

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

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

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

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

ARTICLE I: PURPOSE AND SCOPE

1. Purpose of DPA. The purpose of this DPA is to describe the duties and responsibilities to protect Division Data (as defined in Exhibit “C”) transmitted to Provider from the Division pursuant to Exhibit “A”, including compliance with all applicable state privacy statutes, including the FERPA, PPRA, COPPA, IDEA, and Code of Virginia § 22.1-289.01. *School service providers; school-affiliated entities; student personal information*; and § 22.1-287.02. *Students' personally identifiable information*. In performing these services, to the extent Personally Identifiable Information (as defined in Exhibit “C”) from Pupil Records (as defined in Exhibit “C”) are transmitted to Provider from Division, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the Division. Provider shall be under the direct control and supervision of the Division.

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

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

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

ARTICLE III: DUTIES OF DIVISION

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

ARTICLE IV: DUTIES OF PROVIDER

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

notice has been given to the Division who has provided prior written consent for such transfer.

- 5) **Disposition of Data.** Upon written request and in accordance with the applicable terms in subsections below, provider shall dispose or delete all division data obtained under this agreement when it is no longer needed for the purposes for which it was obtained. Disposition will include (1) the shredding of any hard copies of any Division data, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the service agreement authorizes provider to maintain Division data obtained under the service agreement beyond the time reasonably needed to complete the disposition. Provider shall provide written notification when the division data has been disposed. The duty to dispose of Division data shall not extend to data that has been de-identified or placed in a separate student account, pursuant to the terms of the agreement. The division may employ a request for return or deletion of Division data form, a copy of which is attached hereto as exhibit D. Upon receipt of a request from the division, the provider will immediately provide the division with any specified portion of the division data within ten (10) calendar days of the receipt of said request.
- a) **Partial Disposal During the Term of Service Agreement.** Throughout the term of the service agreement, Division may request partial disposal of Division data obtained under the service agreement that is no longer needed. Partial disposal of data shall be subject to Division's request to transfer data to a separate account, pursuant to Article II Section 3, above.
 - b) **Complete Disposal upon Termination of Service Agreement.** Upon termination of the service agreement provider shall dispose or securely destroy all division data obtained under the service agreement. Prior to disposal of the data, provider shall notify Division in writing of its option to transfer data to a separate account, pursuant to Article 2, Section 3, above. In no event shall provider dispose of data pursuant to this provision unless and until provider has received affirmative written confirmation from Division that data will not be transferred to a separate account.
- 6) **Advertising Prohibition.** Provider is prohibited from using or selling Division Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing or advertising efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to Client; or (d) use the Division Data for the development of commercial products or services, other than as necessary to provide the Service to Client. This section does not prohibit Provider from generating legitimate personalized learning recommendations or other activities permitted under Code of Virginia § 22.1-289.01.
- 7) **Penalties.** The failure to comply with the requirements of this agreement could subject Provider and any third party to all allowable penalties assessable against Provider under state and federal law. In the event the Family Policy Compliance Office of the U.S. Department of Education determines that Provider improperly disclosed personally identifiable information obtained from the Division's education records, the Division may not allow Provider access to the Division's education records for at least five years.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

ARTICLE V: DATA PROVISIONS

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

- a. provide immediate notification to Division upon verification of the incident and allow the Division or its authorized representatives to fully participate in the investigation of the incident.
- b. notification will be provided to the contact(s) identified in ARTICLE VII, N: Notice, and sent via email and postal mail. Such notification shall include the
 - i. date, estimated date, or date range of the loss or disclosure;
 - i. Division Data that was or is reasonably believed to have been lost or disclosed;
 - ii. remedial measures taken or planned in response to the loss or disclosure.
- c. immediately take action to prevent further access;
- d. take all legally required, reasonable, and customary measures in working with Division to remediate the breach, which may include toll free telephone support with informed customer services staff to address questions by affected parties and/or provide monitoring services if necessary given the nature and scope of the loss or disclosure;
- e. cooperate with Division efforts to communicate to affected parties.
- f. provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by Division. If Division requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by Division, Provider shall reimburse Division for costs incurred to notify parents/families of a breach not originating from Division's use of the Service.
- g. the Provider shall indemnify and hold harmless the Division from and against any loss, claim, cost (including attorneys' fees) or damage of any nature arising from or in connection with the breach by the Provider or any of its officers, directors, employees, agents or representatives of the obligations of the Provider's or its Authorized Representatives under this provision or under a Confidentiality Agreement, as the case may be.

ARTICLE VI: GENERAL OFFER OF PRIVACY TERMS

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

ARTICLE VII: MISCELLANEOUS

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

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

a. Designated Representatives

The designated representative for the Provider for this Agreement is:

Name:

Title:

Address:

eMail:

Phone:

The designated representative for the Division for this Agreement is:

Name:

Title:

Address:

eMail:

Phone:

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

Name:

Title:

Address:

eMail:

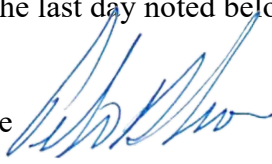
Phone:

[Signature Page Follows]

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

Provider Signature

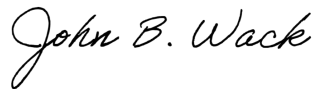


Date:

Printed Name:

Title:

Division Signature



Date:

08/25/2022

Printed Name:

John B. Wack

Title:

Chief Financial Officer

Approved as to form:



Rachel Hart Jewell

Assistant County Attorney

8/25/22

Date

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT “A”

DESCRIPTION OF SERVICES

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

EXHIBIT “B”

SCHEDULE OF DATA

Instructions: Operator should identify if LEA data is collected to provide the described services. If LEA data is collected to provide the described services, check the boxes indicating the data type collected. If there is data collected that is not listed, use the “Other” category to list the data collected.

We do not collect LEA Data to provide the described services.

We do collect LEA Data to provide the described services.

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

Demographics	Date of Birth	<input type="checkbox"/>
	Place of Birth	<input type="checkbox"/>
	Gender	<input type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>
	Language information (native, preferred or primary language spoken by student)	<input type="checkbox"/>
	Other demographic information-Please specify:	<input type="checkbox"/>
Enrollment	Student school enrollment	<input type="checkbox"/>
	Student grade level	<input type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/ Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts /health data	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>

	Living situations (homeless/foster care)	<input type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>
Category of Data	Elements	Check if used by your system
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Vendor/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>
Student Name	First and/or Last	<input type="checkbox"/>
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student work	Student generated content; writing, pictures etc.	<input type="checkbox"/>
	Other student work data -Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>

	Student course grades/performance scores	<input type="checkbox"/>
	Other transcript data -Please specify:	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data -Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored or collected through the services defined in Exhibit A	<input type="checkbox"/>

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT “C”

DEFINITIONS

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

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

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

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

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

PII includes, without limitation, at least the following:

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

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

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

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

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

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

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

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

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

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

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

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT “D”

DIRECTIVE FOR DISPOSITION OF DATA

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

1. Extent of Disposition

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

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

[Insert categories of data]

2. Nature of Disposition

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

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

[Insert or attach special instructions.]

3. Timing of Disposition

Data shall be disposed of by the following date:

☐ As soon as commercially practicable

☐ By (Insert Date)

4. Signature of Authorized Representative of Division

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

5. Verification of Disposition of Data

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

OPTIONAL: EXHIBIT "E" GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

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

BY:  _____

Date: _____

Printed Name: _____

Title/Position: _____

2. Subscribing Division

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

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

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

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

Email Address _____

EXHIBIT C

Lexia End User License Agreement

This K-12 Education Application License Agreement (this “License” or “Agreement”) is a license and contract between you, the individual completing the order for access to and use of the licensed subscriptions, products, materials, and/or services described below and in the applicable Order Form, on behalf of your organization (“Licensee” or “Customer”), and Lexia Learning Systems LLC, a Cambium Learning Group company (“Licensor” or “Company”) and governs Customer’s access and use of the Company licensed subscriptions, products, materials, and/or services. The license granted hereunder is conditioned upon Customer’s acceptance of the terms set forth herein. Customer and Company are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

Definitions:

“Application” or “Product” means the K-12 educational language and literacy subscription product(s), applications, materials and/or services offered under the Lexia® or other Cambium Learning Group-owned brand, as specified in the applicable Order Form, including without limitation, Company’s online K-12 education subscription products, all of which are offered and provisioned by Company as SaaS-based subscriptions in a multi-tenant, shared database architecture, where individualized client-dedicated infrastructure and/or processing is not part of the Application or services offering, as well as any software, hosting or other services, companion materials, training, documentation or related products for the K-12 Education Application, accessed on or through, or downloadable from, password-protected access to a Company-designated website and/or mobile application (the “Site”), as well as any Company or third party applications embedded within or provided by Company to deliver or enable delivery of the functionality of the Application, including those installed on any third party server related thereto, along with all services, documentation, reports and/or other ancillary materials provided by Company in conjunction with the Application (together with any updates to, or new releases of, the foregoing that are made available to Customer by Company), licensed by Company to Customer under the applicable Order Form and pursuant to this License.

“Authorized User” means any student, participant, employee, or other individual designated by Customer to receive access to the Company Application under this License.

“Company” or “Licensor” means Lexia Learning Systems LLC or any of subsidiaries or affiliates thereof, as set forth in the applicable Order Form.

“Enterprise Administrator(s)” means the Authorized User(s) designated by the Customer to act as administrators for the Customer, with responsibility on behalf of Customer for overseeing and managing the access of Authorized Users to the Application. Customer shall provide Company with the names of such Enterprise Administrators.

“Online” means the accessing of the Application or component thereof using a web or mobile browser on a desktop or mobile device over the Internet.

“Order Form” means each order form, quote, statement of work, or proposal provided by or on behalf of Company to Customer for Company’s K12 Education Application, subscriptions and/or services under this Agreement and accepted by or on behalf of Customer.

1. IMPORTANT NOTICE ON LICENSE PLEASE REVIEW CAREFULLY

A. General. THIS LICENSE IS A LEGAL AGREEMENT BETWEEN CUSTOMER/LICENSEE AND COMPANY/LICENSOR. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT COMPANY WOULD NOT HAVE ENTERED INTO THIS LICENSE WITH CUSTOMER WITHOUT CUSTOMER’S AGREEMENT TO BE FULLY BOUND BY THE TERMS OF THIS LICENSE.

THIS LICENSE CONTAINS DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY (SEE SECTION 10 BELOW). THIS PROVISION IS AN ESSENTIAL PART OF THE PARTIES’ AGREEMENT.

B. Online Acceptance. BY PLACING AN ORDER WITH COMPANY, CLICKING ANY ACCEPTANCE BUTTON OF THE APPLICATION, PAYING AN INVOICE ANY COMPANY APPLICATION OR SERVICE, OR DOWNLOADING, INSTALLING OR OTHERWISE USING THE APPLICATION OR ANY PART THEREOF, CUSTOMER AGREES TO BE BOUND BY THE TERMS, CONDITIONS AND NOTICES OF THIS LICENSE, SHALL BE DEEMED TO HAVE ACCEPTED THIS LEGAL AGREEMENT IN FULL, AND SHALL BE DEEMED TO HAVE AUTHORIZED THE INDIVIDUAL COMPLETING THE ORDER OR AUTHORIZATION FOR, OR INSTALLATION, PAYMENT OR USE OF, THE APPLICATION, TO ENTER INTO THIS AGREEMENT AND ACCEPT THESE TERMS ON BEHALF OF CUSTOMER.

IF CUSTOMER DOES NOT AGREE TO THESE PROVISIONS OR ANY OF THE OTHER TERMS OF THIS LICENSE, DO NOT CLICK THE ACCEPTANCE BUTTON (IF ANY) AND DO NOT USE OR ACCESS, OR ENABLE ANY AUTHORIZED USER TO ACCESS THE APPLICATION.

2. LICENSE

The Application is licensed, not sold. The Application is intended to be used by Customer for the educational instruction and/or training of its Authorized Users only. Customer may not use the Application for any other purpose, or other than in accordance with the terms of this License, without the express prior written authorization of Company in each instance. If Customer accepts this License, Company grants Customer a limited, revocable, nonexclusive and nontransferable license to access and use, and to allow its Authorized Users to access and use, the Application licenses and/or receive and use materials and services, as identified and for the subscription service term specified in the applicable Order Form, subject to Customer’s fulfillment of its payment obligations under each Order Form and the obligations, limitations, and restrictions set forth in this License.

For purposes of the preceding sentence, “use” of the K-12 Education Application means access by an Authorized User to the functionality of the Application by means of password-protected access to a Company-designated Site, or, to the extent supported by Company and agreed by the Parties, via Customer’s LMS, SSO or via such other arrangement or media expressly agreed to by Company in the applicable Order Form, for K-12 educational literacy or language-learning purposes only.

The specific subscription and/or service period and any maximum number of Authorized Users of the licensed Application shall be as provided in the applicable Order Form. Information regarding the counting mechanism may be accessible by the Customer from a Company online administrative portal or may be obtained from Company customer support.

3. ADDITIONAL TERMS FOR THE LEXIA RAPID ASSESSMENT APPLICATION

Notwithstanding anything to the contrary, the following additional terms shall apply to any Order Form for, license to and/or use of the Lexia® Reading Assessment for Prescriptive Instructional Data Application (“Lexia RAPID Assessment”). The Lexia RAPID Assessment Application is owned by Lexia and/or its third-party licensors, inclusive of copyrighted software and materials proprietary to Florida State University Research Foundation, Inc. (“FSU”). By accepting this License and/or using the RAPID Assessment Application, Licensee acknowledges that the FSU is a third-party beneficiary to the terms and conditions herein with respect to the RAPID Assessment Application and Customer’s use thereof. Any and all rights in the Lexia RAPID Assessment Application not expressly granted by this License are hereby reserved by Company and/or its third-party licensors.

4. INTERNET AND SYSTEMS REQUIREMENTS

Continuous Internet access, connectivity, and certain minimum systems and technical requirements, such as installation of additional third party software (e.g., browser plug-ins), may be required to access and use the Application, which are not provided by Company and are the sole responsibility of Customer. Information regarding minimum systems and technical requirements for the Application may be obtained by Customer from the Company Site or Company customer support.

5. AUTHORIZED USER LOGIN & ENTERPRISE ADMINISTRATOR

A. Username and Password. Customer acknowledges that access to the Application by Customer and Authorized Users requires the creation of user accounts for the Application (which may include the selection or designation of a username and password). Customer acknowledges and agrees that Customer is solely responsible for the use and security of usernames and passwords. Customer shall take such actions as may be necessary to maintain the confidentiality and security of usernames and password information and prevent the unauthorized use of usernames and passwords and shall immediately notify Company in the event of a breach of Customer security. Customer will not save Customer's user name(s) and/or password(s) on a workstation which may be used by multiple users, or permit Authorized Users to do so, as the sharing of user names and/or passwords to allow any other person to use the Application is prohibited.

B. Enterprise Administrator(s). Customer will designate at least one Customer Authorized User to act as Enterprise Administrator for the Application and Customer account. The Enterprise Administrator will be granted administrator privileges for the Customer's account, enabling the Enterprise Administrator to assign, disable, and otherwise administer all other Authorized User access. Customer covenants and agrees that each Enterprise Administrator shall have authority, on behalf of Customer, to perform his or her duties, serve as primary point of contact to, and direct and instruct Company with respect to the Application and service operations provided to Customer and its Authorized Users. Enterprise Administrator and Customer staff information may be used for purposes of communicating to the Customer information relating to Company's business and services (e.g., account activity reminders, best practices, activities to support Application usage and engagement by Authorized Users, downtime notices, products, services or feature notifications, technical and other support services, etc.). If, during the Term of the services under the applicable Order Form, a then-current Enterprise Administrator ceases to be an active employee or agent of Customer or ceases to serve as an Enterprise Administrator, and if there are no remaining Enterprise Administrators, Customer shall promptly appoint another Authorized End User as an Enterprise Administrator. When an Enterprise Administrator accesses the Application administrator portal using his or her password, the Application will provide the Enterprise Administrator with certain administrative capabilities with respect to Customer's use of the Application that other Authorized Users will not have, including the ability to cancel password access and thereby deny access to the Application through use of such password.

Using functionality provided within the Application administrator portal and/or with assistance from Company customer support, Customer agrees that the Enterprise Administrator will promptly deactivate and cancel password access of any Authorized User (including any Enterprise Administrator) who (i) ceases to be employed by Customer, (ii) Customer no longer wishes to have access to the Application, or (iii) Customer knows or reasonably believes is causing or may cause Customer to breach any provision of this Agreement or is in any way mishandling passwords or access. Customer will notify Company at the time an Enterprise Administrator's password access is deactivated or cancelled for any of the reasons specified in clauses (i) through (iii) above.

6. TRANSFER

Customer may not, and may not permit others to, directly or indirectly sell, rent, lease, loan, timeshare, or sublicense all or any part of the Application.

7. LIMITATIONS ON USE

Customer agrees not to, and not to permit others to, directly or indirectly (a) reverse assemble, reverse compile, or otherwise reverse engineer or attempt to access or derive the source code or object code or any associated computer algorithms or models of all or any part of the Application, including but not limited to any methods, algorithms, or models relating to language, literacy or other assessments; (b) copy, modify, translate, alter, change, or collect information that can be used to create derivative works of all or any part of the Application; (c) download, copy, or collect information that could be used to copy all or any part of the Application; or (d) access or use all or any part of the Application for any purpose other than for the educational and/or assessment purposes set forth herein, except as and only to the extent expressly authorized by applicable law notwithstanding this limitation, and/or as expressly authorized in writing by Company. Any such authorization supplied by Company, and any information obtained by Customer through any such authorized use, may only be used by Customer for the purpose expressly authorized by Company and may not be disclosed to any third party or used to create any software or work that is substantially similar to the Application or any component thereof. If the applicable Order Form specifies a maximum number of Authorized Users or concurrent users that may access the Application, Customer agrees not to exceed such maximum number without the prior written approval of Company. Customer agrees, upon request by Company, to exchange its current version of the Application or any component thereof, for an updated version, and to discontinue use of the replaced version.

8. OWNERSHIP OF INTELLECTUAL PROPERTY

Company reserves all rights in the Application (including all components thereof and materials provided therewith) not expressly granted to Customer in this Agreement. Customer acknowledges and agrees that Company or its third party licensors own all rights, title, and interest in and to the Application (including all software, code, algorithms, models, interfaces, text, photographs, graphics, animation, applets, music, video and audio incorporated therein, and any related user guides, documentation or materials), the Company trademarks, the URLs that incorporate all or any portion of Company's marks, and other marks owned by Company and/or related to the Application and components thereof, all of which are covered by various protections including, without limitation, copyright, trademark, and trade secrecy law.

Customer agrees not to alter, remove, conceal, or otherwise change any trademarks, logos or other marks of Company or its third-party licensors contained within the Application. If Customer suggests new features or functionality that Company, in its sole discretion, adopts for the Application, such new features or functionality will be the sole property of Company and any and all claims of Customer as to the same are hereby waived and released. Company reserves the right, in its sole discretion and without incurring any liability to Customer, to update, improve, replace, modify or alter the specifications for and/or functionality of all or any part of the Application from time to time. By using the Application, Customer agrees to automatically receive updates.

9. SUPPORT

Company offers support to customers of the Application in accordance with its published support policies. The hours of support operations and means of accessing Company customer support are provided and available from Company's customer support page on Company's website. Support hours and methods of submitting support requests may vary for certain Company Applications and/or for certain geographic regions or territories. Company reserves the right to change its support policy at any time and provide notice to Customer by updating the policy on Company's support page on its website.

10. LIMITED WARRANTY, DISCLAIMERS, AND LIABILITY LIMITATIONS

A. LIMITED WARRANTY

1. General: Company represents and warrants to Customer that it will provision and perform the Application and any associated services in a professional and workmanlike manner, conforming in all material respects to industry standards and practices.
2. Hosted Application: Company warrants that the hosted Application will perform substantially in accordance with the descriptions and specifications applicable to such Application for the subscription period (as provided in the applicable Order Form) of the relevant Application license (the "Hosted Application Warranty Period") under normal use. Notwithstanding anything to the contrary, Company makes no representation or warranty with respect to any third party software, and undertakes no obligations with respect to any third party software, and Company makes no representation or warranty of any kind relating to any Customer-provided content, its quality or any use thereof. Company's sole liability and Customer's sole remedy for breach of the foregoing Hosted Application Warranty during the Hosted Application Warranty Period will be, at Company's option, the repair or replacement of the Application, or a refund of the prepaid subscription fees received by Company from Customer for the remaining unused portion of the Application subscription licenses under the applicable Order Form(s) from the date written notice of deficiency was received from the Customer by Company.
3. Headset units: Company warrants that any headset units included under any Order Form will perform substantially in accordance with the descriptions applicable to such unit for thirty (30) days following delivery ("Headset Warranty Period") under normal use. Except for the foregoing limited warranty, Company provides the headset units "as is," and all other representations and warranties regarding the headset units, express or implied, are hereby disclaimed. Company's sole liability and Customer's sole remedy for breach of the foregoing headset unit warranty will be limited to replacement of the defective headset unit, including, at Company's option, with an alternative headset unit of similar quality and functionality. Defects must be reported within the Headset Warranty Period.

B. DISCLAIMER OF WARRANTIES OTHER THAN AS STATED IN SECTION 10A ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY AND ITS THIRD PARTY LICENSORS MAKE NO OTHER WARRANTIES OR PROMISES, WHETHER EXPRESS OR IMPLIED, OR BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE, ABOUT THE APPLICATION, THE EMBEDDED SOFTWARE OR ANY SERVICES PROVIDED HEREUNDER, AND PROVIDE THE APPLICATION AND SUPPORT SERVICES (IF ANY) “AS-IS” WITH ALL FAULTS, AND THE ENTIRE RISK AS TO THE SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFECTS OF SUCH APPLICATION (IF ANY) SHALL BE WITH CUSTOMER. THERE IS NO REPRESENTATION OR WARRANTY HEREIN AGAINST INTERFERENCE WITH CUSTOMER’S ENJOYMENT OR AGAINST INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY AND COMPANY’S THIRD PARTY LICENSORS DISCLAIM ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE APPLICATION AND ANY SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY OR COMPLETENESS OF DATA, SATISFACTORY QUALITY, NON-INFRINGEMENT, OR THAT CUSTOMER’S USE OF THE APPLICATION WILL BE UNINTERRUPTED, VIRUS-FREE, OR ERROR-FREE. CUSTOMER ACKNOWLEDGES THAT NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES ARE MADE BY ANY THIRD-PARTY LICENSORS HEREIN.

C. CUSTOMER ASSURANCE Customer warrants to Company: (i) that it has all rights, licenses, permissions, and authorities necessary to enter into this Agreement; and (ii) that its provision of Customer Data (as defined herein) to Company and its authorizations and instructions to Company relating to the processing of such Customer Data shall at all times be in compliance with all applicable laws and regulations, including data protection laws and any notice and/or consent requirements.

D. LIMITATIONS OF LIABILITY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL COMPANY OR COMPANY’S THIRD PARTY LICENSORS, OR ANY OTHER PERSON OR ENTITY, BE LIABLE TO CUSTOMER OR ANY AUTHORIZED USER FOR (A) ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, INCLUDING REPLACEMENT COSTS AND/OR ANY LOSSES RELATING TO CUSTOMER OR CUSTOMER’S BUSINESS, SUCH AS LOST DATA, LOST PROFITS, BUSINESS INTERRUPTION, OR LOST SAVINGS, EVEN IF COMPANY OR ITS THIRD PARTY LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) ANY CLAIM BY ANY THIRD PARTY. IF CUSTOMER COULD HAVE AVOIDED DAMAGES BY TAKING REASONABLE CARE, NEITHER COMPANY NOR COMPANY’S THIRD-PARTY LICENSORS WILL BE LIABLE FOR SUCH LOSSES. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL COMPANY’S TOTAL LIABILITY UNDER THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, EXCEED THE CUMULATIVE PAYMENTS RECEIVED BY COMPANY FROM CUSTOMER UNDER THIS AGREEMENT. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, IN SUCH STATES OR JURISDICTIONS, COMPANY’S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

11. TERMINATION AND SURVIVAL

A. Term Subject to the terms hereof, this License Agreement is effective for the term of each Order Form and all Application subscription and service periods thereunder ("Term"). Customer may terminate any Order Form and its rights under this License at any time by providing thirty (30) days prior written notice to Company, *provided however*, that, except in the event of Customer's termination of an Order Form for Company's uncured material breach, Customer will not be entitled to any refund of any license, subscription, service, or other fees set forth in the Order Form, or any portion thereof, unless otherwise expressly agreed by Company in writing in the applicable Order Form. For clarity, except in the event of Company's termination of an order or this License due to material breach by Customer, the term of any individual subscription license acquired under this License shall be as set forth in the applicable accepted Order Form, and the rights in such subscription licenses shall not be transferred from the Customer entity named as the receiving party in the applicable Order Form to any other entity. By accepting this License, Customer authorizes Company to immediately suspend and/or terminate Customer's and/or any Authorized User's rights, without notice, under this License, including access to the Application, if Customer or any Authorized User fails to comply materially with any terms of this License, including the prompt payment of fees set forth in the applicable Order Form. Restrictions imposed by Company for a breach of this License may include, but are not restricted to:

- (i) Terminating the IP address of a non-compliant workstation; and
- (ii) Terminating account access to the Application.

B. Termination Subject to the terms herein, upon receipt of notice of termination, Customer and any Authorized User shall cease all use of the Application. Company may require Customer to certify in writing that Customer has complied with this requirement. Customer Data (as defined herein) is available for export in reports by Customer's designated Enterprise Administrator(s) at any time during the applicable Application subscription period through self-service tools within the Application administrator portal. Upon termination of this Agreement and all access to the Application and/or service, and/or upon Customer's written request, Company will, unless otherwise legally required, initiate its processes to securely remove, delete and/or otherwise render unreadable or undecipherable Customer Data in its possession within sixty (60) days from the date such written request was received by Company in accordance with Company's then-current data removal protocols; otherwise, Company will remove such Customer Data within a commercially reasonable period of time.

Upon completion of such removal and upon written request, Company will provide written confirmation to Customer that such Customer Data has been disposed of in accordance with the foregoing. All terms, provisions, obligations, or restrictions herein that expressly or by their nature are to continue after termination shall survive the termination of this License for any reason, but this sentence shall not imply or create any continued right to use the Application after termination of this License.

12. CONFIDENTIALITY

1. **Obligations** Subject to any legal obligations on Customer with respect to public/open records requirements, each Party agrees to hold Confidential Information, as defined herein, of the other Party in confidence, and not use or disclose it to an unauthorized third party as long as the information is confidential. The receiving party will protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of Confidential Information as the receiving Party uses to protect its own Confidential Information of like nature. "Confidential Information" means any proprietary information exchanged between the Parties, which is (i) marked "confidential" or "proprietary" at the time of disclosure by the disclosing Party; or (ii) by its nature or content is reasonably distinguishable as confidential or proprietary to the disclosing Party, and includes, without limitation, information regarding a Party's technology, designs, techniques, research, know-how, current or future products or business plans, pricing, customers, employee information, data, policies or practices, and other business and technical information, and shall include, to the extent permitted under applicable law, the terms and conditions of this Agreement or of any Order Form and the pricing provisions thereof.

The receiving Party may disclose the Confidential Information to its employees, agents, contractors, and legal or financial advisers only as necessary and in relation to the performance of such Party's obligations with respect to this Agreement, and provided such parties have executed written nondisclosure commitments protecting the Confidential Information consistent with the terms and obligations under this Agreement, or as may be required under regulatory requirements.

2. **Exclusions** Confidential Information will not include information that (a) is made generally available in the public domain prior to time of disclosure; (b) is or becomes publicly available through no act or omission by the receiving Party; (c) was already in the receiving Party's possession without restriction before receipt from the disclosing Party and was not subject to a duty of confidentiality; (d) is rightfully disclosed to the receiving Party by a third party without confidentiality restrictions; or (e) that the receiving Party independently developed without use of or reference to Confidential Information. The receiving Party may disclose the disclosing Party's Confidential Information as required by law or court order provided: (i) the receiving Party reasonably notifies the disclosing Party in writing of the requirement for disclosure, unless such notice is prohibited by law; and (ii) discloses only that portion of the Confidential Information legally required.

13. DATA COLLECTION, PROCESSING, PRIVACY & SECURITY

The Parties understand and agree that use of the Application and associated services involves the receipt, processing, review, and analysis by Company of personally identifiable information of Customer's Authorized Users ("Customer Data"). As between the Parties, Customer Data is, and remains, the property of Customer as controller of the Customer Data, and Company acts as service provider and processor of the Customer Data under this Agreement.

Company confirms that it will use Customer Data solely to enable Company to provision and support its Applications and associated services and operations, to fulfill its obligations to Customer under and in accordance with this Agreement, and as provided under applicable law.

Company covenants and agrees that it has and will at all times during the Term of this Agreement and while Company is in possession of Customer Data, maintain an information security program that includes reasonable and appropriate administrative, technical, physical, organizational and operational safeguards, and other security measures designed to safeguard Customer Data while in Company's systems from unauthorized access, loss, misuse and/or alteration, consistent with standards in the educational technology service provider industry and the requirements of applicable law. Company agrees that it will restrict access to Customer Data to Company employees and authorized agents and providers who require access to such information to enable Company to provision and support its Applications and services to its customers, and who are under contractual obligations of confidentiality to Company. Company shall at all times be fully responsible to Customer under this Agreement for Company employees, authorized agents, and providers.

If Customer is a U.S. school, U.S. school district, or U.S. state or federal agency, and Customer Data includes personally identifiable information about a student protected under the Family Educational Rights and Privacy Act of 1974, as amended (20 U.S.C. § 1232g et seq.) or other applicable state student educational records privacy law ("FERPA Protected Data"), Company covenants and agrees that shall use and process such FERPA Protected Data in compliance with FERPA and such applicable state student records privacy law. Customer agrees that Company shall be considered a "School Official" for its institution for purposes of the performance of services under this Agreement in accordance with FERPA, and Company shall provide reasonable assistance to Customer with respect to Customer's compliance obligations thereunder. In addition to any other terms entered into between Customer and Company with respect to Company's handling of Customer Data including FERPA Protected Data, Company shall process such Customer Data in accordance with Company's [Application Privacy Policy](https://legal.lexialearning.com/legal/application-privacy.html) (<https://legal.lexialearning.com/legal/application-privacy.html>), and [Student Records Privacy Statement & Security Plan](https://legal.lexialearning.com/legal/student-records-privacy.html) (<https://legal.lexialearning.com/legal/student-records-privacy.html>).

If Customer and its Authorized Users are located in countries outside the U.S., including but not limited to Customers and Authorized Users from the European Economic Area and/or its member states, United Kingdom and/or Switzerland, and as required or acceptable to satisfy cross-border transfer and processing obligations under applicable law, Company's processing of Customer's Personal Data shall also be governed by the Company's [International Data Transfer & Processing Addendum](https://legal.lexialearning.com/legal/i-dpa.html) (<https://legal.lexialearning.com/legal/i-dpa.html>), the terms of which are fully incorporate and made part hereof by this reference.

If an Authorized User (that is not the Customer Enterprise Administrator), or if a parent, legal guardian, or student contacts Company with a request to review, modify, export, or delete Customer Data, or if an agency, court, law enforcement or other entity requests access to Customer Data, Company will (unless prohibited by writ or compulsory legal process) promptly direct the requesting individual or entity to contact the Customer, and/or notify Customer of the request, and thereafter, Company will use reasonable and good faith efforts to assist Customer in fulfilling any such requests, as directed by the Customer.

Notwithstanding the foregoing or anything to the contrary, the Parties acknowledge and agree that, consistent with applicable law, Company may collect, use, analyze, and retain data generated through the use by Customer and Authorized Users of the Application and services from which all personally identifiable information and individually identifying attributes have been removed ("De-identified Data") for benchmarking, development of best practices, improvement or development of Company's educational products and services, and/or for educational research and statistical purposes, without reimbursement to or prior notice or authorization from Customer. Company agrees that it will not use or publish materials utilizing such De-identified Data in any way that identifies Customer or any Authorized User as the source of that data without the prior written consent of Customer or Authorized User. Company shall in no event attempt to re-identify De-identified Data or authorize others to do so.

14. FEES AND PAYMENTS

Customer agrees to pay Company the fees for the Application and services as set forth on the applicable Order Form. Unless otherwise expressly agreed in writing, Company shall invoice Customer for the total amount stated on each Order Form. Unless otherwise specified in the Order Form, all invoiced amounts shall be due and payable within thirty (30) days of date of invoice. Payments due hereunder shall be made by Customer without any deduction, setoff or bank charges, to Company at the banking institution in the United States designated by Company in U.S. dollars, unless otherwise mutually agreed and expressly set forth in the applicable Order Form. Except as expressly provided herein, all payments made by Customer are non-refundable. Unless expressly prohibited under applicable law, overdue payments (other than amounts that are the subject of a legitimate dispute) shall accrue interest at the lesser of one and one half percent (1.5%) per month or the maximum allowable interest under applicable law from the due date until paid, and Customer shall pay Company's costs of collection, including Company's reasonable attorneys' fees and court costs. The amounts due to Company as set forth in the applicable Order Form do not include, and Customer shall be solely responsible for payment of, any sales, use, property, value-added or other taxes (including any amounts to be withheld for the purpose of paying the foregoing) relating to, resulting from or based on Customer's purchase and/or use of the Application. If Company is required to pay any of the foregoing taxes, then such taxes shall be billed to and promptly paid by Customer.

Reseller Orders. If Customer has procured licenses to access the Applications or any Services through a Company-authorized distributor or reseller ("Reseller"), then different terms regarding invoicing, payment and taxes may apply as specified between Customer and its Reseller. Customer acknowledges that: (a) Company may share information with the Reseller related to Customer's use and consumption of the subscriptions and Services for account management, support and billing purposes; (b) the terms and provisions of this License and incorporated policies, exhibits or addenda, apply between Customer and Company; and (c) Reseller is not authorized to make any changes to this License or otherwise authorized to make any warranties, representations, promises or commitments on behalf of Company or in any way concerning the Application or Company Services.

15. GOVERNING LAW AND FORUM

A. Governing Law This License and each Order Form will be governed in all respects, by and construed in accordance with the laws of the Commonwealth of Virginia, USA, without reference to its principles relating to conflicts of law, and each Party agrees that any action arising out of or related to this License must be brought exclusively in a U.S. state or Federal court in the Commonwealth of Virginia, provided however, that if Customer is a U.S. public school or school district, or an agency or department of the U.S. federal or any state government, then any claims or disputes between the Parties related to this License shall be governed by the laws of the state identified in Customer's address as set forth in the applicable Order Form, and all actions shall be brought in the appropriate state or federal courts located in such state.

B. Notwithstanding Section 15A above, if the Company address specified on the Order Form is in Canada, this Agreement shall be governed by and construed in accordance with the law of the Province of Ontario and the federal laws of Canada applicable thereto, excluding those provisions relating to conflicts of laws. The Parties hereby irrevocably attorn to the jurisdiction of the courts of the Province of Ontario or the Federal Court of Canada sitting in that province.

C. Exclusion This License shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

D. Injunctive Relief Notwithstanding the above, Company shall have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against Customer in the event that, in the opinion of Company, such action is necessary or desirable.

16. ENTIRE AGREEMENT, TRANSLATION, ASSIGNMENT

A. Entire Agreement. Except as expressly provided herein, this License constitutes the entire agreement between the Parties with respect to the use of the Application by Customer and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this License, or action, or delay, will be binding upon Company unless in writing and signed by Company.

B. Language. In the event of a dispute between the English and any translated version, the English version of this License and the applicable Order Form shall prevail. *It is the express wish of the Parties that this agreement, as well as all correspondence and documents relating to this agreement, be written in English. The following is a French translation of the preceding sentence: Il est de la volonté expresse des parties que la présente entente, de même que toute la correspondance et la documentation relative à cette entente, soient rédigées en langue anglaise.*

C. Assignment. Neither Party may assign or transfer this License and/or any rights or obligations hereunder, in whole or in part, to another Party at any time without the prior consent of the other Party; provided, however, that, unless otherwise expressly required under applicable law, prior consent shall not be required for an assignment by Company to an affiliate and/or in connection with a name change, merger, acquisition, reorganization or transfer of all or substantially all of its stock, assets or business.

17. SEVERABILITY

All provisions of this License apply to the maximum extent permitted by applicable law. If any part of this License is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this License will continue in effect.

18. EXPORT

Customer acknowledges that the Application is subject to U.S. export jurisdiction. Customer agrees to comply with all applicable international and national laws that apply to the Application, including the U.S. Export Administration Regulations and Office of Foreign Assets Control Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments.

19. FORCE MAJEURE

No failure or omission by either Party to carry out or observe any of the terms and conditions of this License (other than payment obligations) shall give rise to any claim against such Party or be deemed a breach of this License if such failure or omission arises from an act of God or any other force majeure, an act of any government, or any other cause beyond the reasonable control of the affected Party.

20. WAIVER

Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this License shall not be deemed a waiver of that term, covenant, or condition or of any other term, covenant, or condition of this License. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.

21. THIRD PARTY RIGHTS

Except as expressly set forth herein, nothing in this License shall be construed as giving any person or entity, other than the Parties hereto and their successors and permitted assigns, any right, remedy, or claim under or in respect of this License or any provision hereof.

22. U.S. GOVERNMENT RIGHTS

If Customer is a U.S. government entity, Customer acknowledges that elements of the Company Application constitute software and documentation and are provided as “Commercial Items” as defined at 48 C.F.R. § 2.101, and are being licensed to U.S. government end users as commercial computer software subject to the restricted rights described in 48 C.F.R. §§ 2.101, 12.212.

23. NOTICES

Notices, requests, or other communications hereunder shall be in writing, addressed to the Parties at the addresses set forth in the Order Form and/or in the case of Customer, to the Customer Enterprise Administrator. Notices mailed by registered or certified mail shall be conclusively deemed to have been received by the addressee on the fifth (5th) business day following the mailing of sending thereof. If either Party wishes to alter the address to which communications to it are sent, it may do so by providing the new address, in writing, to the other Party.

updated March 3, 2021

EXHIBIT D
NEGOTIATED MODIFICATIONS TO
CONTRACT No. 2316C

These Negotiated Modifications are hereby incorporated into Contract 2316C (the "Contract") for English Language Arts (PK-12) Digital Curriculum for Tier I Division Level Resources for Henrico County Public Schools as of the effective date of the Contract.

WHEREAS, HCPS and Lexia Learning System, LLC desire to agree in writing to modify the final terms and conditions of the Contract.

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

Page	Section	Exception/Clarification
3; 4;	C. Accessibility; D. (b) Computer, Software, and Network Specifications 2021-2022; 3 (d) Web Accessibility; II. Services Accessibility	Lexia confirms that, for a variety of capabilities within Lexia's program(s), the product(s) and/or service(s) it provides under this Agreement follows applicable requirements of Section 508 of the Rehabilitation Act of 1973, as amended, and WCAG 2.0 AA, with respect to accessibility for individuals with disabilities; however, features of Lexia's program(s) are not or may not be fully compliant with all criteria, as, for example, certain aspects of Lexia's program performance are dependent upon an audio-visually rich format. Lexia is committed to its goals of making its products as accessible as possible to learners of all abilities, and to continuously work toward enhancing the accessibility of its products to serve the needs of clients.
12	R. Ownership of Deliverable and Related Products	The District or State agency customer acknowledges and agrees that the Services are existing, commercially available SaaS-based subscriptions, provisioned in a multi-tenant, shared database architecture, with ancillary training, texts and other materials, which Lexia offers and provisions to all of its educational customers under its standard limited license terms, and all ownership or other intellectual property rights of any kind in and

		<p>to the Services and/or any associated materials developed, used or provided in the course of any services, or derivatives thereof, whether or not now or in the future acquired, filed, perfected, registered or recorded, are expressly reserved to and remain the property of Lexia and/or its licensors, as set forth in the license terms. All rights relating to the Services and/or materials not expressly granted by Lexia in the license terms for the Services are reserved. The parties acknowledge that elements of the Lexia Services constitute software and documentation and are provided as “Commercial Items” as defined at 48 C.F.R. 2.101, and are being licensed to government end users solely as commercial computer software subject to restricted rights described in 48 C.F.R. 2.101 and 12.212. The parties do not anticipate or intend the creation by Lexia of any newly created intellectual property or “Works Made for Hire” (“New Work Product Deliverable”) to be owned exclusively by the customer under the Agreement, and nothing will be deemed a New Work Product Deliverable hereunder unless the development of such New Work Product Deliverable is expressly agreed and individually identified as a New Work Product Deliverable to be owned exclusively by the customer in a Lexia quote or a statement of work signed by a VP or above level representative of Lexia, on an individual case basis prior to creation.</p>
14; 35	X. Termination of Contract	<p>For avoidance of doubt, all terms stating that District is entitled to pro-rated pricing upon termination are clarified with the following: All Lexia software-as-a-service offerings are considered delivered in full upon activation.</p> <p>For the avoidance of doubt, the above statement only applies to termination for convenience. If Lexia breaches the Agreement, Lexia will either repair or replace the product, or provide a refund of the prepaid subscription fees received by Lexia from the District for the remaining unused portion of the product subscription licenses under the applicable Order Form(s) from the date written notice of deficiency was received from the District by Lexia.</p> <p>To illustrate, if the District sends Lexia a written notice of deficiency, Lexia may attempt to repair/replace the product(s) (“Notice Date”). In the scenario Lexia is unable to do so, Lexia will provide a refund. That refund will be prorated from the Notice Date to the end date of the product subscription</p>
41	2. Unauthorized	The last sentence Subsection f of Section 2 of the DPA is deleted

	Access or Data Breach.	and replaced in its entirety with the following language: If requested by Division, Provider shall reimburse Division for costs incurred to notify parents/families of a breach attributable to Provider.
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Approved as to form:



Rachel Hart Jewell
Assistant County Attorney

8/23/22

Date



COMMONWEALTH OF VIRGINIA

County of Henrico

DEPARTMENT OF FINANCE
Purchasing Division

EXHIBIT E

May 31, 2022

Ms. Carol Keller
Lexia Learning Systems, LLC
300 Baker Avenue, Ste. 320
Concord, MA 01742

Carol.Keller@lexialearning.com

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

Dear Carol:

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

To begin this process, please submit the following items:

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

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

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

Sincerely,

Eileen M. Falcone
Assistant Division Director

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

Offeror: Lexia Learning

May 31, 2022

1. Provide detailed pricing for Professional Learning/Development that is provided without additional cost. Include the number of hours being offered, the number participants and if it is on-site or virtual.

- *As part of the Unlimited Site Licenses with School Success Partnerships, Lexia includes unlimited access to Lexia Academy (asynchronous courses) and National Live Online (virtual synchronous) Professional Learning. In addition, all educators may access the Educator Resources Hub and Learning Now Videos in myLexia. All these offerings are virtual with an unlimited number of participants.*

2. Provided detailed pricing for Professional Learning/Development that would be an additional cost and if this would be required in order to ensure quality implementation.

Lexia Core5 Reading Professional Learning Day - Full Day	\$4,250
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Lexia Core5 Reading Live Online	\$1,000
--	----------------

Either of the above may be purchased to offer additional professional learning beyond what is included in the School Success Package. As the implementation progresses, these offerings may be added at any time. NOTE- these are not required.

**(if required this must be added on Attachment G, Pricing Scenario)*

- a. Provide the hourly rate and how many participants can attend.

Lexia Core5 Reading Professional Learning Full Day (6 hours)	\$4,250
---	----------------

Lexia Core5 Reading Live Online-1 hour	\$1,000
---	----------------

- **Up to 40 attendees per session**

- b. Would this be on-site or virtual?

- *The full day offering is onsite and the Live Online offering is virtual.*

3. Submit pricing. The price shall include all costs associated with providing the services and materials outlined in Sec. II of this RFP. Price shall be evaluated by pricing on Attachment G.

- *Original pricing as submitted on attachments G & H.*

- a. Provide all costs as it relates to the proposed solution for the Scenario on **BAFO Pricing Attachment G** and the breakdown of pricing on **BAFO Pricing Attachment H**. List all categories separately, itemized for evaluation such as license per student, teacher, classroom and site, material cost, training of County staff, projected man-hours, and hourly rates

BAFO Pricing
Attachment G
Pricing Scenario

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

Name of Offeror: <u>Lexia Learning, LLC.</u> Grades Submitting for: <u>K-5</u>	Name Of Program: <u>Core5</u>	
Scenario		
Provide pricing for an annual subscription for district licenses as listed below:	Price	Methodology on how price was calculated
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 – 3640	\$ 560,300 for a 12 month term	Based On: - 46 Core5 Unlimited Site Licenses w/ School Success Partnerships - District Success Partnership (Platinum)
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	\$ 4,250	
Grand Total	\$ 564,550	
Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for	\$ 24.74	Based on 22,817 students

BAFO Pricing
Attachment H
Pricing Options

Provide pricing as it relates to the proposed solution	Price
Price per Student	\$ 24.74
Price per Teacher	N/A no limit on number of educators
Price per Classroom	N/A not charged on number of classrooms
Price per Site	\$ 11,900/1 year term
Price for District License PreK-5	\$ 560,300 for a 12 month term
Price for District License PreK-8	N/A pricing for 6-12 on additional pricing scenario for PowerUp.
Price for District License PreK-12	N/A pricing for 6-12 on additional pricing scenario for PowerUp.
Price for District License 6-8	N/A pricing for 6-12 on additional pricing scenario for PowerUp.
Price for District License 6-12	N/A pricing for 6-12 on additional pricing scenario for PowerUp.
Price for District License 9-12	N/A pricing for 6-12 on additional pricing scenario for PowerUp.
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 ±)	\$ 4,250
1 day of Professional Development - price per teacher	\$ 106.25/teacher * Based on \$4,250/day with up to 40 participants
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	\$ 12,750 *based on \$4,250/day for 3 sessions with up to 40 participants each

ORDER PROCESS

The District Customer may order subscription licenses and/or services offered under this Proposal by contacting the Lexia representative who will prepare an order quote which will detail the type, number units, and term of the Lexia subscription licenses and/or services, as described and at the prices offered under this Proposal, along with a unique quote number reference for the order quote. To confirm an order, the Customer may fax the quote, along with the applicable purchase order, to: (978) 287-0062, or send by email to the Lexia sales representative's email address listed in the quote. Note: Each purchase order must reference the correct quote number (provided on the applicable quote), and should include a copy of the quote. Lexia's receipt and acceptance of the purchase order will be the basis for order confirmation.

TERMS & CONDITIONS

****Prices included herein and in each order quote are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax-exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.**

TERM

This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

ACCEPTANCE

All Lexia Products and Services are offered subject to the Lexia Application License Agreement terms, available at <http://lexialearning.com/privacy/eula> (the "License"), as modified by the terms herein and in the applicable quote. By placing an order in response to a quote, Customer confirms its acceptance of the License and the terms and fees in the quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services thereunder (the "Agreement"). Customer and Lexia agree that the terms and conditions of the Agreement supersede any additional or inconsistent terms or provision in any Customer drafted purchase order, which shall be of no effect, or any communications, whether written or oral, between Customer and Lexia Learning relating to the subject matter hereof. In the event of any conflict, the terms of the Agreement shall govern.

BAFO Pricing
Attachment G
Pricing Scenario

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

Name of Offeror: <u>Lexia Learning, LLC.</u>		Name Of Program: <u>PowerUp</u>
Grades Submitting for: <u>6-12</u>		
Scenario		
Provide pricing for an annual subscription for district licenses as listed below:	Price	Methodology on how price was calculated
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	\$ 149,700 for a 12 month term	Based On: - 12 PowerUp Unlimited Site Licenses w/ School Success Partnerships - District Success Partnership (Silver)
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	\$ 122,500 for a 12 month term	Based On: - 10 PowerUp Unlimited Site Licenses w/ School Success Partnerships - District Success Partnership (Bronze) Assumes 20% of students needing reading intervention, equating to 3,175 students. When spread across 10 schools, it is still more cost effective to purchase an Unlimited License vs individual student licenses.
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	\$ 4,250	
Grand Total	\$ 276,450	
Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for	\$ 10.10	Based on 27,369 students

Pricing Options

BAFO Pricing
Attachment H

Provide pricing as it relates to the proposed solution	Price
Price per Student	\$ 10.10
Price per Teacher	\$ N/A no limit on number of educators
Price per Classroom	\$ N/A not charged on number of classrooms
Price per Site	\$ 11,900/1 year term
Price for District License PreK-5	N/A pricing for K-5 on additional pricing scenario for Core5.
Price for District License PreK-8	N/A see below for 6-8 pricing - pricing for K-5 on additional pricing scenario for Core5.
Price for District License PreK-12	N/A see below for 6-12 pricing - pricing for K-5 on additional pricing scenario for Core5.
Price for District License 6-8	\$ 149,700 for a 12 month term
Price for District License 6-12	\$ 272,200 for a 12 month term
Price for District License 9-12	\$ 122,500 for a 12 month term
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 ±)	\$ 4,250
1 day of Professional Development - price per teacher	\$ 106.25/teacher * Based on \$4,250/day with 40 participants
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	\$ 12,750 *based on \$4,250/day for 3 sessions with up to 40 participants each

ORDER PROCESS

The District Customer may order subscription licenses and/or services offered under this Proposal by contacting the Lexia representative who will prepare an order quote which will detail the type, number units, and term of the Lexia subscription licenses and/or services, as described and at the prices offered under this Proposal, along with a unique quote number reference for the order quote. To confirm an order, the Customer may fax the quote, along with the applicable purchase order, to: (978) 287-0062, or send by email to the Lexia sales representative's email address listed in the quote. Note: Each purchase order must reference the correct quote number (provided on the applicable quote), and should include a copy of the quote. Lexia's receipt and acceptance of the purchase order will be the basis for order confirmation.

TERMS & CONDITIONS

****Prices included herein and in each order quote are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax-exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.**

TERM

This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

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Lexia™

a **cambium** company

Henrico County School District

RFP# 22-2316-3EMF - English Language Arts (PK-12)
Digital Curriculum for Tier I Division Level Resources

April 6, 2022

Table of Contents

Tab 1 – Introduction and Signed Forms	3
A. Cover Letter	4
B. Proposal Signature Sheet – Attachment A.....	5
C. Business Classification Form – Attachment B.....	6
D. Virginia State Corporation Commission Registration Information – Attachment C.....	7
E. Proprietary/Confidential Information – Attachment D.....	8
F. Direct Contact with Students Form – Attachment F	9
Addendum #1.....	10
Tab 2 – Statement of the Scope.....	11
Scope of Services.....	11
A. General Requirements:.....	11
B. Progress Monitoring.....	24
C. Accessibility.....	25
D. Computer, Software, and Network Specifications 2021-2022	26
E. Computer, Software, and Network Specifications.....	41
Tab 3 - Offeror Qualifications, Experience, Resumes and Financial Capacity	42
Tab 4 – Service Approach and Implementation	47
Tab 5 - Technical Administration, User Interface, Security Integration and Devices.....	48
Tab 6 – Infrastructure and System Administration	51
Tab 7 – Reporting and Monitoring	57
Tab 8 – Training and Professional Development.....	64
Tab 9 – Pricing.....	74
Attachment G—Pricing Scenario.....	78
Attachment H—Pricing Options.....	79
Tab 10 – References	80
Tab 11 – Exceptions.....	81
Tab 12 – Assumptions.....	84
Tab 13 – Appendices	85
Supporting Documents.....	85

Tab 1 – Introduction and Signed Forms

March 30, 2022

Henrico County Public Schools
8600 Staples Mill Road
Henrico, VA 23273

RE: RFP #22-2316-3EMF English Language Arts (PK-12) Digital Curriculum for Tier I Division Level Resources

Dear Sir/Madam,

Lexia Learning Systems LLC is pleased to respond to RFP #22-2316-3EMF for English Language Arts (PK-12) Digital Curriculum for Tier I Division Level Resources. Lexia understands that the district is seeking research-based instructional materials to be used to support students in grades PK-12, to include exceptional education students, general education students, and English language learners.

The Lexia mission is to improve student literacy through the use of research-proven, technology-based programs. In response to the RFP specifications, Lexia recommends the following scientifically validated and research-proven programs.



Lexia® Core5® Reading, Grades PreK-5, supports educators in providing differentiated literacy instruction for students of all abilities in grades PreK-5. The program provides explicit, systematic, personalized learning in the six areas of reading instruction, targeting skills gaps as they emerge, and providing teachers with the data and student-specific resources they need for individual or small-group instruction.



Lexia® PowerUp Literacy®, Grades 6+, addresses gaps in fundamental literacy skills while helping students build the higher-order skills they need to comprehend, analyze, evaluate, and compare increasingly complex literary and informational texts. Blending online student-driven explicit instruction with offline teacher-delivered lessons and activities, PowerUp empowers secondary teachers to deliver the exact instruction each student needs to become a proficient reader.

If you require further information or clarification of any elements of this proposal, please contact Carol K. Keller, Director, Proposals & Funding, at 978-254-6320 or bidteam@lexialearning.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nick Gaehde".


Nick Gaehde
President
Lexia Learning Systems LLC

ATTACHMENT A PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal ("RFP") **No. 22-2316-3EMF English Language Arts PK-12 Digital Curriculum for Tier 1 Division Level Resources**

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

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

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):	
Lexia Learning Systems LLC	
ADDRESS:	300 Baker Ave., Ste. 320
Concord, MA 01742	
FEDERAL ID NO:	04-2848680
SIGNATURE:	
NAME OF PERSON SIGNING (PRINT):	Nick Gaehde
TITLE:	President
TELEPHONE:	800-435-3942
FAX:	978-287-0062
EMAIL ADDRESS:	bidteam@lexialearning.com
DATE:	March 30, 2022

ATTACHMENT B BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: Lexia Learning Systems LLC

This form completed by: Signature: _____ Title: President

Date: March 30, 2022

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:
T0571762 -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: Lexia Learning Systems LLC

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342(F) in writing, either before or at the time the data or other materials are submitted. The Offeror must specifically identify the data or materials to be protected including the section(s) of the proposal in which it is contained and the pages numbers, and state the reasons why protection is necessary. A summary of trade secrets and proprietary information submitted shall be submitted on this form. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. Va. Code § 2.2-4342(F) prohibits an Offeror from classifying an entire proposal, any portion of a proposal that does not contain trade secrets or proprietary information, line item prices, or total proposal prices as proprietary or trade secrets. If, after being given reasonable time, the Offeror refuses to withdraw such classification(s), the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE
Tab 3, Item 3	43	Financial Reports are confidential.

ATTACHMENT F
DIRECT CONTACT WITH STUDENTS

Name of Bidder: Lexia Learning Systems LLC

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

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

As part of this submission, I certify the following:

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

And (select one of the following)

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

or

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

Signature of Authorized Representative

Nick Gaehde

Printed Name of Authorized Representative

Printed Name of Vendor

(if different than Representative)



COMMONWEALTH OF VIRGINIA

County of Henrico

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

Addendum No. 1

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

Ladies/Gentlemen,

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

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

Change to read: "March 11, 2022"

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

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

Sincerely,

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

ACKNOWLEDGEMENT:

Signature: 

Print Name: Nick Gaehde

Company: Lexia Learning Systems LLC

Date: March 29, 2022

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

SCOPE OF SERVICES

A. General Requirements:

The proposed solution should cover Tier I instruction for all areas of reading and writing. The proposed solution should also include programs that offer comprehensive literacy support for our students. A range of materials and strategies are needed for meeting the continuum of Exceptional Education, English Language Learners (ELL), and general education student needs across all pre-elementary, elementary, and secondary grade levels (PreK-12) to support and align with Tier I curriculum content (VA Reading and Writing SOLs). Reading programs must have writing instruction included in the program.

Lexia[®] ALL FOR LITERACY Lexia Learning acknowledges that Henrico County School District seeks a solution that covers Tier 1 instruction for all areas of reading and writing. The proposed solution should also include programs that offer comprehensive literacy support for Henrico's students. Lexia offers a range of materials and strategies to meet the district's continuum of Exception Education, Emergent Bilinguals, and general education requirements for students across pre-elementary, elementary, and secondary grade-levels (PreK-12). The solution will support and align with Tier 1 curriculum content (VA Reading and SOLs) and must have writing instruction included in the program. To meet these needs, Lexia recommends **Lexia® Core5® Reading** and **Lexia® PowerUp Literacy®**.



Lexia's programs align to the **Virginia English Standards of Learning and Curriculum Framework** for Grades K and higher.

🔍 To see how Lexia's programs align to the VA SOLs, please see:
[Core5 Reading Alignment to Virginia English Standards of Learning and Curriculum Framework, Grades K - 5](#)
[PowerUp Literacy Alignment to Virginia ELA Standards, Grades K-8f](#)



Lexia® Core5® Reading, Grades PreK-5, is a technology-based, personalized reading program that provides explicit and systematic learning in six areas of reading instruction and delivers criterion and norm-referenced performance data without interrupting the flow of instruction. Core5 Reading provides a truly adaptive and individualized learning experience that enables students of all abilities to advance their reading skills in the areas of phonological awareness, phonics, structural analysis, fluency, vocabulary, and comprehension. This research-proven approach accelerates reading skill development, predicts students' year-end performance, and provides teachers with data-driven action plans to help differentiate instruction. The educator website, **myLexia®**, provides reports and resources for accelerating learning.

🔍 For more information about Core5 Reading, please see:
<https://www.lexialearning.com/core5>



Lexia® PowerUp Literacy®, Grades 6+, enhances core English Language Arts instruction for non-proficient readers. Blending browser-based online student-driven instruction with offline educator-delivered lessons and independent skill-based activities, PowerUp Literacy accelerates the development of fundamental literacy skills and higher order thinking skills through personalized learning paths. PowerUp Literacy addresses the instructional needs of a wide range of students, from struggling to nearly proficient readers, by identifying skill gaps and providing personalized, systematic instruction in Word Study, Grammar, and Comprehension. This explicit instruction prepares students to comprehend and engage with complex texts across a range of genres. Embedded progress monitoring, actionable data, and scripted lessons empower teachers to deliver the exact instruction each student needs.

🔍 For more information about PowerUp Literacy, please see:
www.lexialearning.com/powerup

The **Lexia Writing Prompt Pack** provides focused composition practice across the curriculum.

The writing prompts build written language skills and familiarize students with standard features and requirements of standardized writing assessments. The scoring rubrics convey performance expectations outlined in state, such as the **Virginia SOLs** and national writing standards. Separate rubrics for informational text, procedural text, and argumentative text help teachers address students' writing expectations.

Tier 1 High-Quality Instruction

Lexia believes that every student can succeed by integrating adaptive blended learning for individualized literacy instruction at the elementary level. Core5 Reading, Grades PreK-5, and PowerUp Literacy fits into systems of prevention and intervention.

Proactively addressing a wide variety of student needs relies on dynamic coordination across school systems. Prevention frameworks such as **Multi-Tiered Systems of Support (MTSS)** and **Response to Intervention (RTI)** emphasize the essential elements of high-quality instruction, screening, progress monitoring, and data-based decision-making in teams (Center on Multi-Tiered Systems of Support). By providing effective instruction at a universal level and gathering regular, reliable information to understand student needs, any identified gaps in opportunity, knowledge, or skills can be addressed before they grow.

Lexia recognizes that even within tiered systems of support, a disproportionate amount of time and resources is often required to address individual needs at an intensive level. Any identified gaps in a student's opportunity, knowledge, or skills can be addressed in Core5 Reading and PowerUp Literacy before they grow.



The Council of Administrators of Special Education (CASE) endorses Core5 Reading. CASE is an international professional educational organization affiliated with the Council for Exceptional Children (CEC) whose members strive to enhance the worth, dignity, potential, and uniqueness of everyone in society.

Emergent Bilingual Support

Lexia's programs provide support for Emergent Bilinguals, focusing on oral language development, reading comprehension, and academic vocabulary development, including directions and instructions in Spanish and other languages.



Core5 Reading and PowerUp Literacy are recognized as satisfying all the standards and criteria outlined in WIDA PRIME V2.

The WIDA standards include:

- Building academic language at the discourse, sentence, and word/phrase level
- Connecting language development standards to State Academic Content Standards
- Challenging all learners at all levels of language proficiency
- Providing scaffolding supports for students to advance

1. The proposed solution shall have capabilities of content scaffolding approach and acceleration for students in the area of reading and/or writing skills.



Lexia programs provide **two** approaches to differentiated instruction: **Instructional Branching** and **Gradual Release**. The Instructional Branching model for the individual, student-led, online, computer-adaptive instruction begins with a standards-aligned lesson. Instruction is computer-adapted to scaffold guided practice and provide even more explicit teaching, as needed. The online lessons are structured to allow a student who quickly grasps content or who has already mastered content to move on to higher levels in the software.

If a student continues to struggle online, his or her teacher is alerted through myLexia, the educator website, and a specific, explicit, teacher-led, scripted, offline **Lexia Lesson**[®] is indicated and provided through a link. In addition, myLexia suggests groupings of students with similar needs. The teacher-led lessons follow a Gradual Release Model. Teacher-directed offline instruction is delivered through individual, small-group, and whole-group lessons. Teacher-led lessons typically last 20-30 minutes each.

2. The Successful Offeror(s) shall provide a solution where the digital content can be created with an Internet consumer in mind rather than a traditional textbook consumer. The content must be rich in multimedia, interactive in nature and sufficiently compelling to lead the student in a self-directed manner.

Lexia programs are provided as Software as a Service (SaaS), providing access to software and its functions remotely as a web-based service.



Core5 Reading's activities are age-appropriate (aligned to State Standards), motivating (features such as the student dashboard and warm-ups were designed using the principles of self-determination theory),

unbiased and culturally sensitive, and considerate of reader task and purpose.



As students move through the levels of the Core5 Reading program, they are engaged and motivated by activities that take students on a journey around the world. Each of the 21 levels in the program represents a different area of the world and introduces new characters that are representative of each geographic region.



Within each level, students can decide on which skills and activities they want to work. This allows the students to be self-directed in their learning as they move through the program and their journey around the world. Students self-monitor through animated progress bars, which monitor activity and unit completion as students work.



Students demonstrate proficiency on screen in a variety of ways—manipulating pictures, words, or sentences, answering multiple choice questions, spelling words, typing, highlighting, text construction units, interactive visual texts, opinion polls, shared reading activities, and authentic texts stemming from thought provoking introductions.



For conveying conceptual knowledge, embedded, just-in-time supports such as hyperlinked glossaries, background information, and on-screen coaching are utilized. These embedded just-in-time options allow students to make use of additional supports on their path to proficiency.

PowerUp Literacy features a range of relevant, high-interest authentic texts, as well as polling questions, hook videos, and game-based motivational elements. Mature and visually interesting screens, often filled with humor, engage students.

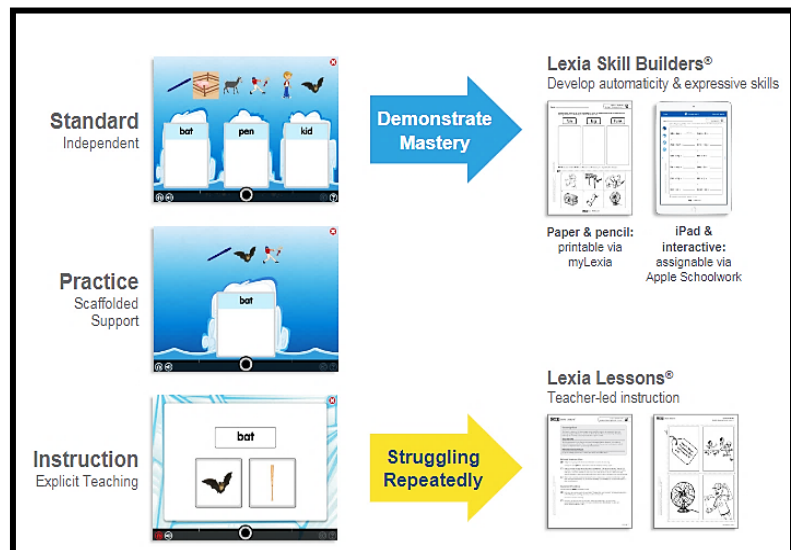
The student dashboard helps students set and manage goals and encourages them to take ownership of their learning. Streaks, opportunities to compete with themselves to improve automaticity, self-expression, and self-determination create a sense of belonging.



3. Instructional materials shall be systematic and simple in design, addressing reading and/or writing and support a variety of instructional settings.

Core5 Reading Instructional Design

Core5 Reading helps students work independently to develop fundamental reading skills in an adaptive, structured, and sequential manner. Struggling, on-level, and advanced students can each work at his/her pace while the teacher is notified (on web-based reports and via email) when they require support or intervention.



Students must demonstrate proficiency to progress in each unit. When an error is made, the program provides scaffolded support and explicit instruction on that specific skill or task.



The Core5 Reading 3-Step instructional branching ensures personalized learning and instruction for every student:

1. The **Standard Step** is the independent, on-grade level task with material aligned to state standards. The student must demonstrate at least 90% accuracy in this step to move on to the next unit.
2. The **Guided Practice Step** simplifies the task to allow the student to focus on the skill. Scaffolds or modifications in this step may include removing choices, simplifying visual components, adjusting the complexity of language, changing the presentation of the task, or providing embedded support.
3. The **Instruction Step** explicitly teaches the skill and then further scaffolds the task. When the student successfully completes the Instruction Step, the student progresses directly to the Standard Step. If the student branches to the Instruction Step more than once in each activity, the student is identified as needing instruction on the teacher's home page in the **myLexia** reporting portal. A scripted, targeted, explicit **Lexia Lesson** is recommended for offline instruction, providing an alternative Gradual Release approach for learning. Hands-on materials are also available.

Students who demonstrate mastery can quickly move through units and onto more advanced skills. Other options for on level and advanced students include digital resources (with the option to print) **Lexia Skill Builders**[®], **Lexia**[®] **Connections**, **Supplemental Comprehension Lessons**, **Lexia**[®] **Fluency Passage Packs**, **Lexia**[®] **Decodable Readers**, **Lexia**[®] **Close Reads**, and the **Lexia**[®] **Writing Prompt Pack**. This Blended Learning support is provided with these teacher-led, print-based instructional materials to ensure all students receive personalized and comprehensive instruction and practice in all skill areas. These resources provide for independent work or activities in peer groups to build automaticity and expand students' expressive skills through discussions and written responses.

Educators access the digital and print instructional resources, including manipulatives by logging in to the educator website, myLexia. Teachers access specific Lexia Lessons and Lexia Skill Builders for individual students or the class by viewing the Class or Student Action Plans. All Lexia Lessons and Lexia Skill Builders include reference to Standards.

PowerUp Literacy Instructional Design

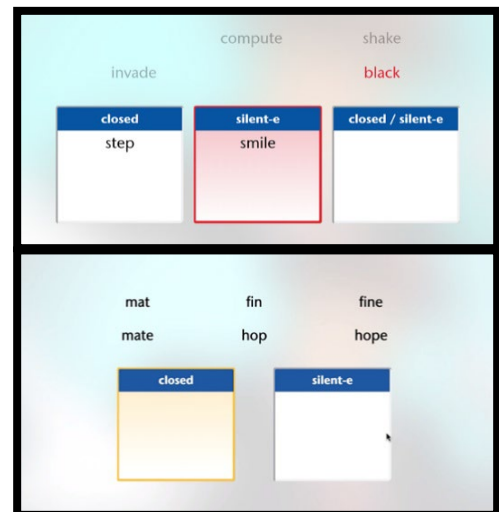
PowerUp Literacy accelerates the development of both fundamental literacy skills and higher order thinking skills, helping students become proficient readers and confident learners utilizing a Blended Learning Model.

In each unit, a student must demonstrate proficiency to progress. When a student struggles with a particular skill, the program provides scaffolded support and instruction on that skill or task.

Students who demonstrate proficiency at a particular complexity level can quickly move through the units and continue to develop those skills at more advanced complexity levels while also acquiring new skills.

This 2-Step instructional branching ensures individualized learning and instruction for every student.

1. The **Standard Step** is the independent task. The student must demonstrate at least 90% accuracy in Word Study and Grammar, and 75% accuracy in Comprehension.
2. The **Instruction Step** provides further scaffolded tasks embedded with instruction and corrective feedback and then further scaffolds the task. When the student successfully completes this step, the student progresses back to the Standard Step.



The **Comprehension strand of PowerUp Literacy** systematically guides students through the process of reading a text deeply. Before students read a leveled text, academic vocabulary is introduced and practiced. Hook videos pique students' interest and establish a purpose for reading. During the initial reading of the text, key text-specific vocabulary words appear with images and definitions to support comprehension.

Engaging, humorous videos introduce comprehension skills and strategies. Content-focused videos provide background for Comprehension lessons.

Next, appropriately scaffolded introductions, prompts, and transitions guide the students through a close reading of the text. Students are then asked to find evidence in the text, answer text-dependent questions, complete text-dependent tasks that lead them from a general to a deeper understanding of the text. Students learn to identify key ideas and details of a text, examine how the author conveys his or her ideas, and determine what the text implies. Ultimately, students use their analytical skills to evaluate two texts or other media. Students branch to additional instruction at key designated units if overall accuracy is less than 75%.

Lexia's Writing Instruction

Core5 Reading and PowerUp Literacy support the development of writing by strengthening word attack strategies and spelling skills, developing vocabulary, and advancing the student's ability to think critically about sentence and text structure. Additionally, grammar activities in Core5 Reading and PowerUp Literacy support the development of writing skills with instruction and practice in the use of conventions of standard English grammar and usage.

Students also have multiple opportunities to strengthen writing skills and written responses to reading through Core5 Reading and PowerUp Literacy offline materials available through the online portal, myLexia. From face-to-face instruction to the independent application to peer collaboration, every student can grow as a reader, a writer, and a critical thinker.

Lexia's Instructional Settings

Lexia's programs are intentionally designed to fit flexibly into classroom routines, so educators do not have to change their instructional practices. The following are ways that Core5 Reading and PowerUp Literacy can be successfully implemented.

Classroom Workshop Model

- Use student's usage recommendation to prioritize which students go on the computer.
- Use small group time to teach Lexia Lessons to struggling students.
- Allow independent practice and peer work using Lexia Skill Builders to further develop automaticity and expand expressive skills.

Tier II and Tier III Intervention

- Students can continue to gain online time using the student program.
- Educators can deliver the Lexia Lesson specific to a student's or small group's needs.
- Students can be assigned to multiple classes so that all teachers working with a student can view data and identify appropriate Lexia Lessons and Skill Builders.

Computer Lab Setting

- A computer lab is an excellent setting to allow a whole class or mixed group of students to work on skills appropriate to his or her needs.
- Struggling students can also be pulled for a Lexia Lesson either in the lab or back in the classroom with teacher or support personnel.

Before and After School

- For students who need additional time based on their usage recommendations, before-and after-school programs provide another opportunity to spend time on the computer.
- Before- and after-school program time can also be used for targeted instruction using Lexia Lessons or for practice with Lexia Skill Builders. Student data is always tracked on myLexia regardless of when or where the work is completed.

At Home Use

- Students can access Lexia's programs online at home. Parent letters facilitate school-to-home communication and easy access outside of school.
- To solidify skills completed online, use Skill Builders as homework for all students.

Summer School

- Students and educators can use Lexia's programs during summer school to accelerate literacy gains, while preserving core instructional materials for the standard school year.

4. Materials should provide opportunities for differentiation to include intensive, explicit, and systematic instruction. These materials should be targeted to the integration of reading and writing.

Core5 Reading Instructional Content

Core5 Reading provides all students—from at risk to on-level and advanced—a systematic and structured approach to six areas of reading, from phonological awareness to comprehension. The program creates a personalized learning path for each student through an adaptive placement and scaffolded activities that align to rigorous State Standards. Core5 Reading instructional activities engage students in these ways:

- **Phonological awareness** activities include identifying, segmenting, blending, and manipulating syllables and sounds in words. **Phonemic awareness**, a component of Core5 Reading, focuses on individual sounds within words.
- **Phonics** activities include the ability to apply knowledge of letter-sound correspondence to reading and spelling words. In addition, phonics activities involve pattern recognition of syllable types, rules for syllable division, and simple spelling generalizations that are based on letter-sound correspondence. Phonics review activities ensure transition to lessons in the structural analysis area of instruction.
- **Structural analysis** activities include work on recognizing meaningful parts of multisyllabic words derived from Latin and Greek and how to use these parts to transform words. Students develop strategies for determining the meaning of unknown words including how to use word parts with context clues to infer word meanings.
- **Automaticity** is systematically developed through a series of warm-ups and activities focused on speed of processing. **Fluency** is addressed through activities that involve analysis of sentence structure. In new fluency activities, students learn characteristics of expressive reading such as appropriate stress, phrasing, and intonation. In fluency activities, students learn characteristics of expressive reading such as appropriate stress, phrasing, and intonation. Students apply fluency techniques at the sentence level and in short poems, and ultimately the timed silent reading of passages.
- **Vocabulary** activities are structured to teach word-learning strategies, to provide exposure to rich and varied vocabulary words, and to develop an awareness of word relationships and associations. Students are explicitly introduced to abstract vocabulary concepts, such as multiple-meaning words, idioms, similes, and metaphors to develop skills and strategies to use sentence-level context clues to determine the meaning of these words and phrases. The most advanced vocabulary tasks emphasize associations and subtle relationships between words through focus on analogies and shades of meaning. Students think about and recognize nuances in word meaning as they think critically about words and form logical relationships between word meanings. **Academic Vocabulary** is explicitly taught.

- **Comprehension** activities focus on developing active reading skills by having students engage with information they hear and read. Students work to understand narrative and informational texts and as they think critically about this information. Activities develop comprehension strategies through interaction with increasingly complex narrative and informational texts, from concepts of print to advanced passage comprehension activities. More than 275 high-interest passages encourage connection and integration of ideas within and across texts. Passages include a wide variety of genres and text types such as informational (science, social studies), poetry, drama, biography, authentic texts, persuasive, procedural, interactive diagrams, maps, and more.

In the Comprehension reading area, **Grammar** activities build reading comprehension skills through an exploration of grammar at the sentence level. Students learn the parts of speech and their functions and apply this knowledge across simple, compound, and complex sentences. Then students practice combining and expanding sentences.

PowerUp Literacy Instructional Content

PowerUp Literacy addresses literacy skills aligned to **College and Career Readiness (CCR)** standards for Grades 6-8, while teaching the specific K-5 standards that are critical to building a foundation for grade-level proficiency in Grades 6-8.

PowerUp Literacy systematically addresses the necessary elements of word recognition and academic language that result in proficient reading comprehension through personalized instruction in **Word Study**, **Grammar**, and **Comprehension**. **Vocabulary** development is woven into all the strands.

- In the **Word Study Strand**, students learn skills and concepts that advance their accuracy and automaticity for reading texts, as well their ability to decode and understand multisyllabic academic words.
- In the **Grammar Strand**, students build skills with grammar concepts, sentence construction, and the structure of various text genres, while further developing comprehension and composition skills.
- In the **Comprehension Strand**, students learn skills and strategies that help them analyze literary and informational texts of increasing complexity for deep meaning and understanding.

5. The Successful Offeror(s) shall provide a toll free number for help desk support to HCPS at a minimum from 8 am to 5 pm EST, Monday- Friday.

The Lexia Customer Support includes but extends beyond technical operations answers. Customer Support Team members are equipped to answer questions about implementation, as well as issues related to deployment and technology related issues. Concerns are addressed within 24 hours or usually much sooner. The Customer Support Team offers tiered address of customer inquiries.

Contact Support

Email: support@lexialearning.com

Phone: 800-507-2772

M-F, 8 AM- 6 PM EST, except holidays

Technical Guides

[Core5 Reading Technical Setup Guide](#)

[PowerUp Literacy Technical Setup Guide](#)

B. Progress Monitoring

Teachers and administrators shall be able to view student progress in the resource. This will allow teachers to group students and/or assign additional topics as needed for remediation in the tier I classroom.

Lexia’s programs provide 24/7 immediate access to data in a robust reporting system. The educator website, myLexia, enables educators to see usage and progress, and to quickly identify gaps. Reports are available at the district, school, class, and student level. The initial screen is determined by user role—District Administrator, School Administrator, or Teacher. Resource Teachers may be assigned access to multiple classes.

Within each role, users can click to move from overviews to more specific and detailed information. Action Plans may be seen from the Class Overview and the Student Overview. From the Class Overview, for example, Action Plans group students according to instructional need. From the Class and Student Action Plans, direct links are provided to specific Instructional Resources (i.e., Lexia Lessons). Teachers can manually indicate when teacher-led lessons have been delivered. Data can be shared as CVS files suitable for demographic sorting and as PDFs that can be emailed or printed.

myLexiaReports Available

District Reports	<ul style="list-style-type: none"> ▪ District Combined Report ▪ District Progress Report ▪ District Usage Report 	<ul style="list-style-type: none"> ▪ District Grade Report ▪ Staff Usage Report
School Reports	<ul style="list-style-type: none"> ▪ School Progress Report ▪ School Usage Report 	<ul style="list-style-type: none"> ▪ School Grade Report
Class Reports	<ul style="list-style-type: none"> ▪ Class Combined Report ▪ Class Progress Report ▪ Class Usage Report 	<ul style="list-style-type: none"> ▪ Class Skills Report ▪ Class Auto Placement Report
Student Reports	<ul style="list-style-type: none"> ▪ Student Combined Report ▪ Student Progress Report 	<ul style="list-style-type: none"> ▪ Student Usage Report ▪ Student Skills Report
Parent Reports	<ul style="list-style-type: none"> ▪ Parent Report 	<ul style="list-style-type: none"> ▪ Detailed Skills Report

C. Accessibility

The proposed solution must comply with the Information Technology Accessibility Act (Code of Virginia - 2-2-3500) which requires that information technology developed, purchased, or provided is accessible to individuals with disabilities.

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.

D. Computer, Software, and Network Specifications 2021-2022

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

1. User Interface

a. Browser Support – the proposed solution shall:

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

For MAC and Windows, Lexia supports these browsers:

- Chrome 85 or higher
- Firefox 74 or higher
- Safari 13.1 or higher
- Edge 87 or higher

Lexia's instructional programs are web-based, accessible to students, teachers, and administrators anywhere and anytime there is persistent Internet access.

🔍 For more information, please see the
[Core5 Reading System Requirements](#)
[PowerUp Literacy System Requirements](#)

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

Lexia's browser-based programs are always the most current program versions with updates and fixes automatically provided at no additional cost for the term of the license.

iii. Only require standard browser plugins.

JavaScript must be enabled. No additional browser plugins are necessary.

🔍 For more information on setting up Lexia's programs, please see the
[Core5 Reading Technical Setup Flier](#)
[PowerUp Literacy Technical Setup Flier](#)

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

Lexia provides reading intervention for students with language-based learning difficulties, including Dyslexia. Recognized for excellence by the Council of Administrators of Special Education (CASE), Core5 Reading and PowerUp Literacy encourages students of all abilities to advance their reading skills.

Students with Intellectual Disabilities

Students with a range of disabilities use Core5 Reading and PowerUp Literacy in self-contained classrooms with highly qualified Special Education teachers. Among those students with moderate to severe intellectual disabilities, Core5 Reading or PowerUp Literacy is often used to develop early literacy skills such as letter naming, rhyming, and listening comprehension. Schools serving students on the Autism spectrum and other students who are non-verbal have found Core5 Reading and PowerUp Literacy to be an engaging and important aspect of their language curriculum.

The later levels of the programs are only recommended if the student's language and literacy levels are consistent with the requirements of the later elementary grades (Core5 Reading) or the respective secondary grade levels (PowerUp Literacy).

Students with Physical Disabilities

Core5 Reading and PowerUp Literacy have been used in conjunction with technology-based adaptive add-ons and/or one-to-one assistance. Some students with physical disabilities use adaptive equipment (e.g., puff sticks, head pointers, mouth operated mouse controls, etc.) that allow access to the user controls and keyboard. These types of physical adaptations make Core5 Reading and PowerUp Literacy a good choice for students with cerebral palsy, paralysis, and other physical limitations. As always, these devices require setup and monitoring from an Assistive Technology Specialist.

A student who is hard of hearing might be a good candidate for using Core5 Reading or PowerUp Literacy if their amplification device allows the student to hear spoken language and isolate sounds. Students who are deaf and cannot hear spoken language are not good candidates for Core5 Reading or PowerUp Literacy. PowerUp Literacy now includes Closed Captioning options.

Students who are blind and unable to read print will not be able to access Core5 Reading or PowerUp Literacy even with assistive technology.

Regardless of the presenting impairment, teachers should adjust the session time based on the student's ability to sustain mental and physical attention to the task. Some students with severe disabilities will need 1:1 assistance to complete Core5 Reading and PowerUp Literacy tasks although teachers are cautioned not to provide students with the correct responses. Additionally, end-of-year progress goals using Core5 Reading data should be modified based on the student's individual education plan.

Core5 Reading has successfully improved the reading achievement of students in Tier II, Tier III, and Special Education intervention programs in grades PreK-12, including:

- Basic Reading Special Education Intervention Grades K-5
- Reading Fluency Special Education Intervention Grades K-5
- Reading Comprehension Special Education Intervention Grades K-5

Core5 Reading is proven to improve learning outcomes required by federal mandates under Every Student Succeeds Act (ESSA). Lexia's rigorous research portfolio of studies, published over 15 years, meets the highest levels of evidence under ESSA needed to evaluate instructional programs.

 To learn more about these studies, please go here: <https://www.lexialearning.com/why-lexia/our-approach/evidence-for-essa>

The research-proven program provides each student with a personalized learning path based on his or her strengths and weaknesses. Core5 Reading's Guided Practice Step modifies the task and degree of online text, oral instruction, use of graphics, and scaffolding to meet the needs of various student populations. In addition, educators receive real-time data to create action plans that focus on differentiating instruction to accommodate a student's special needs. The Core5 Reading program's interactive (multiple media) digital technology delivers instruction best in a blended learning model to provide culturally responsive educational practices and intervention awareness.

The pedagogical approach to reading instruction that serves as the basis for **PowerUp Literacy** design includes significant multi-sensory learning opportunities, requiring phonological and visual discrimination skills associated with foundational reading skill development. Consideration of a broad range of learners has influenced the design of the program.

In addition, PowerUp Literacy provides teachers with ongoing, detailed progress monitoring and diagnostic data without a test event through Lexia's embedded **Assessment Without Testing**[®] technology. This data is used to prescribe the number of minutes students need to spend in the program each week. It also identifies when and with which skills students struggle, helping teachers plan and prioritize instruction and flexibly group students for educator-led instruction. Teachers can connect this data to instruction with scripted lessons targeted to student needs and activities that help students generalize the skills learned.

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

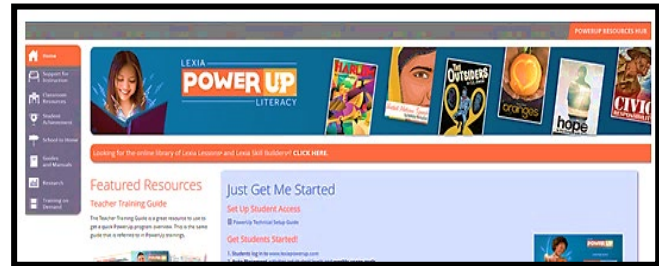
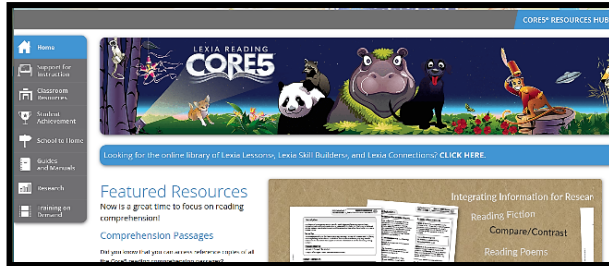
Lexia's programs are delivered as a Software-as-a-Service (SaaS) model via the Internet, which is a cloud-based solution. Local installation of applications is not required.

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

Educator Interface

Lexia's educator platform, myLexia, provides an easy-to-use interface for educators. The Teacher Dashboard indicates when a student requires teacher support to master a particular skill. A link provides the teacher the exact Lexia Lesson useful to that student at that time.

The platform also includes a robust reporting system featuring district, school, class, and student reports that is easy to navigate. The reports provide usage, progress, and skills information both in aggregate and at the individual student level. Detailed progress monitoring and diagnostic assessments are tied directly to specific action plans and targeted instructional resources.



Lexia provides embedded libraries of teacher-led instructional materials through the program's Teacher Resources Hub. These resources ensure that all students receive personalized and comprehensive instruction and practice in all skill areas.



Learning Now Videos provide a bank of interactive training videos accessible 24/7 designed to help teachers implement Lexia's programs. Fun, fast, and free, these 3-5 minute videos support just-in-time learning about program content, login and auto placement, using data and reports, adding students, and other topics. The site also links to **Support for Instruction** and **Classroom Resources**. These materials for teacher-led instruction and pencil-and-paper practice include point-of-use directions and lessons.

Students Interface

Core5 Reading enables at-risk, on-level, and advanced students to each work at his/her own pace in an engaging, game-like environment. Students move through the levels of the program where they are engaged and motivated by activities that take students on a journey around the world, visiting locations such as a Japanese Garden, the Great Barrier Reef, or the Swiss Alps.

Each level of the program unlocks a new, exciting setting and introduces new characters that are representative of each region. Students' learning within the program is self-directed, as they decide which activities to complete as they work through the rigorous scope and sequence. The Student Dashboard promotes awareness and ownership of performance and progress by enabling students and parents to track progress toward personalized goals. Students and parents can see how many minutes the student should use the program, their current usage progress, and the number of units the student has completed. In addition, the map shows students and parents the places the student has visited throughout the activities and highlights the yet-to-be explored locations and topics.

PowerUp Literacy features a mature, age-appropriate student user interface. Consideration of a broad range of learners' needs and preferences influenced Lexia's program design. For example, color recognition tasks were built using a color-blindness filter to ensure that color-blindness does not impact performance. The text font, style, and delivery were intentionally selected to be visually, developmentally, and age-appropriate with a critical focus on the content that is being delivered at the time of instruction or practice in the platform.

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

Lexia supports these specific Operating Systems:

- macOS 10.15 or higher
- Windows 10 or higher
- Chrome OS
- iPad iOS 10 or higher
- Android 7.1.1 or higher (Core5 Reading only)

2. Integration

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

myLexia, the educator website, supports IMS Global's OneRoster™ standard to automate the provisioning and maintenance of school, student, staff, and class information.

Districts can export OneRoster CSV files from their SIS (Student Information System) to an SFTP folder hosted by Lexia Learning; these files are processed nightly to update student accounts, staff accounts, and class rosters in myLexia.

- 🔍 For more information about using automated integration with Lexia Learning programs, contact Lexia's Customer Support at 800-507-2772 or email support@lexialearning.com.

b. 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.

Lexia supports Clever SSO for students and staff as well as LDAP authentication for staff. Using these methods of authentication, a district can securely authenticate users without providing internal passwords to Lexia Learning.

Lexia's program support Single Sign On (SSO) via SAML 2.0. This feature securely and easily allows students to access Lexia's programs using their school or district credentials.

SSO students can access Core5 Reading or PowerUp Literacy through a SSO-configured school or district dashboard, or (browser only) by going to the Core5 Reading or PowerUp Literacy login screen and clicking "Use My School Login" button to login using their school or district credentials. To enable this feature, Lexia must work with the district to set up and test the configuration.

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

Lexia supports LDAP authentication for staff. Using this method of authentication, the district can control password complexity requirements to ensure that passwords follow regulations. To enable this feature, Lexia must work with the district to set up and test the configuration.

d. 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.

Lexia respects privacy and strives constantly to earn and keep educator, school, and district trust. All personal information shared with Lexia is treated with the utmost care. All users are authenticated through an authentication tier within the private network using HTTPS (TLS 1.0, 1.1, 1.2). Teacher and administrator passwords are stored in Lexia's database using one-way encryption and are not visible to anyone. Users are identified by a unique username and password. Student registration is also tied to teacher account information for initial setup.

User functionality restriction is handled through role-based security. In myLexia, the educator website, roles are:

- District Admin—Full access and ability to assign user roles
- District Admin Read-Only—Read-only district access
- School Admin—School Administrator access
- School Administrator Read-Only—Read-only school access
- Teacher—Class access for Teachers
- Teacher Read-Only—Read-only class access for Assistants or Mentors

The Teacher role is generally sufficient for classroom teachers. Through myLexia, educators can easily see support provided to students and groups of students. These include:

- **Usage Reports** show the minutes of software use per session, per week and the time-of-day software was used.
- **Struggling Student Alerts** appear when a student is not making progress, branching down from the Standard Instructional Step through the supportive Guided Practice Step to the Explicit Instruction Step more than once in an activity. With the alert, a Lexia Lesson is prescribed.
- **Lexia Lessons Delivered** indicator in the Student Action Plan allows the teacher to mark when a prescribed teacher led Lexia Lesson has been delivered.

School Administration users can see and edit all classes and students in the school and view reports. District Administration users can see and edit all classes and students in the district and view reports.

e. 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:

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

Not applicable.

ii. SIF - Student Information framework

Not applicable.

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

Lexia partners with Clever at no additional cost to allow schools and districts to automate integration between a district student information system (SIS) and Lexia. Clever is 100% FERPA-compliant while providing these services to districts that use Lexia's programs.

Clever Secure Sync ingests roster data from a district's SIS, monitors their roster information, and updates the Lexia program application with any changes. New students or changed enrollments are sent to Lexia Learning automatically. Clever Instant Login is a single sign-on tool for teachers and students.

iv. File exchange via the IMS OneRoster format to a vendor supported sFTP server.

The educator website, myLexia, supports IMS Global's OneRoster™ standard to automate the provisioning and maintenance of school, student, staff, and class information.

Districts can export OneRoster CSV files from their SIS (Student Information System) to a SFTP folder hosted by Lexia Learning; these files are processed nightly to update student accounts, staff accounts and class rosters in myLexia. In January 2022, myLexia updated OneRoster's condensing error logs to improve readability and to support a new metadata column.

v. File exchange to a vendor-supported sFTP server. If this option is used the vendor must provide all specifications for file requirements in their proposal.

Data in transit is encrypted either via HTTPS when users access it or via SSL over VPN or dedicated network connections for IT operations access to it.

Although the security models are very different – SSL/TLS for HTTPS, and SSH for SFTP – they are both very secure protocols. HTTPS has a slight advantage in that it relies on a widely used trust model for validating the domain name of servers that are being connected to. Certificate authorities issue SSL/TLS certificates and validate that they are issued to the owners of the domain name, and so users can have some degree of confidence that they are connecting to the correct website.

SFTP uses keys that are not issued by a certificate authority – the server's public key must be issued directly to users by the server administrator.

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

🔍 Please see the Henrico **RFP Pricing Document** for information.

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

Lexia's data platform, myLexia, supports IMS Global's OneRoster™1.1 to automate the provisioning and maintenance of school, student, staff, and class information for Lexia's programs.

Districts can export OneRoster CSV files from their SIS (Student Information System) to an SFTP folder hosted by Lexia; these files are processed nightly to update student accounts, staff accounts, and class rosters in myLexia.

🔍 For more information about using automated integration with Lexia's programs, contact Lexia Customer Support at 800-507-2772 or email support@lexialearning.com

3. Infrastructure

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

Lexia's data is hosted and stored on AWS on Amazon Aurora. Amazon Aurora's encrypted database clusters use the industry-standard AES-256 encryption algorithm to ensure security of data at rest.

🔍 For complete documentation about AWS's security of data at rest, please see <https://docs.aws.amazon.com/AmazonRDS/latest/AuroraUserGuide/Overview.Encryption.html>

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



Lexia has been awarded the TRUSTe Privacy Seal signifying that Lexia's privacy policy and practices have been reviewed by TRUSTe for compliance with TRUSTe's program requirements including transparency, accountability and choice regarding the collection and use of personal information.

TRUSTe's mission, as an independent third party, is to accelerate online trust among consumers and organizations globally through its leading privacy trustmark and innovative trust solutions. The TRUSTe program covers information that is collected through this website, <http://www.mylexia.com> and information that may be collected through Lexia's mobile application.

🔍 For questions or complaints regarding Lexia's privacy policy or practices, please contact Lexia at privacy@lexialearning.com.

🔍 If not satisfied with the response, contact TRUSTe at <https://www.truste.com/>

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

Lexia does not collect any Personally Identifiable Information (PII) that is not Directory Information that may be designated under FERPA and therefore, no prior parental consent under FERPA is needed for use of Lexia's programs by educational institutions. Lexia Learning is fully compliant with FERPA in all respects.

In addition, Lexia Learning achieved IMS Global conformance certification for its products on the OneRoster V1.0 and V1.0 CSV Import Bulk standards.

Finally, Lexia is fully compliant with The Children's Online Privacy Protection Act (COPPA) in all respects. COPPA applies to the online collection of personal information from children under 13. The rules spell out what a website operator must include in a privacy policy, when and how to seek by educational institutions.

🔍 To review Lexia's privacy statements, please see the [Application Data Privacy Policy](#).

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

Lexia does not contain commercial content nor serves as a vehicle to market goods or services.

d. Web Accessibility

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

a) Blindness, color blindness, visual impairment

Tasks requiring color recognition use a color-blindness filter to ensure that all students could complete the task. Similarly, some low-vision students might benefit from using Lexia's programs if the student can read print on a computer screen or tablet. Students who are blind and unable to read print will not be able to access Lexia's programs even with assistive technology.

b) Deafness, hearing impairment

A student who is hard of hearing might be a good candidate for using Lexia's programs if their amplification device allows the student to hear spoken language and isolate sounds. Students who are deaf and cannot hear spoken language are not good candidates for Core5 Reading. PowerUp Literacy includes options for Closed Captioning.

c) Speech impairment


Opportunities to practice speech production is not emphasized in the online version of Lexia's literacy products. However, speech production is embedded in many of the offline Instructional Resources. Both programs contain various libraries of teacher-led lessons and practice that emphasize group discussions, one-on-one conversations, including fluency practice.

d) Mobility, strength, dexterity or reach impairment

Some students with physical disabilities use adaptive equipment that allow access to the user controls and keyboard. These types of physical adaptations make Lexia's programs a good choice for students with cerebral palsy, paralysis, and other physical limitations. These devices require setup and monitoring from an assistive technology specialist.

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

Lexia's programs are available on iPads and Chromebooks. Core5 Reading is also available on Android devices.

 For more information, please see the System Requirements
[Core5 Reading System Requirements](#)
[PowerUp Literacy System Requirements](#)

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

Lexia confirms that, for a variety of capabilities within Lexia's program(s), the product(s) and/or service(s) it provides under this Agreement follows applicable requirements of Section 508 of the Rehabilitation Act of 1973, as amended, and WCAG 2.0 AA, with respect to accessibility for individuals with disabilities; however, features of Lexia's program(s) are not or may not be fully compliant with all criteria, as, for example, certain aspects of Lexia's program performance are dependent upon an audio-visually rich format, which is highly engaging to the majority of students. Lexia is committed to its goals of making its products as accessible as possible to learners of all abilities, and to continuously work toward enhancing the accessibility of its products to serve the needs of learners with disabilities.

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

Lexia is committed to continued support of WCAG and Section 508 as part of its product roadmaps. Lexia is endorsed by the Council of Administrators of Special Education ([CASE](#)) and positively reviewed by the National Center on Intensive Intervention ([NCII](#)).

Lexia's commitment to improving literacy for all students using research-proven, technology-based programs inspires Lexia to continuously work toward enhancing the accessibility of its products to serve the needs of learners with disabilities. Lexia is taking concrete steps toward the goal of improving alignment with accessibility standards.

Some of Lexia's activities include:

- The establishment of a Lexia accessibility team to drive steps for Lexia to further enhance alignment with accessibility standards.
- Augmentations to existing product review and design roadmaps to amplify accessibility.
- Engagement with respected industry partners to better understand and prioritize product enhancements.
- Ongoing testing and review of our curriculum products.

Core5 Reading is partially compliant with WCAG 2.0 AA standards. Upon request, Lexia can provide VPATs with present conformance levels. Core5 Reading product improvements include:

- The NIMAS version of Core5 Reading's offline resources are available via the [NIMAC directory](#) as a way to support schools who are producing Braille readers, digital audio or other student-ready formats. These include Core5 Reading Skill Builders, Lessons, Writing Prompts, Connections, Supplemental Comp, Fluency, Close Reads and Comprehension Passage Packs.
- As part of Lexia's 2021 summer updates, Lexia removed time limits from all Core5 Reading Passage Fluency activities.

PowerUp Literacy is partially compliant with WCAG 2.0 AA standards. Upon request, Lexia can provide VPATs with present conformance levels. PowerUp Literacy product improvements include the following:

- Lexia's summer 2021 release included the implementation of in-product closed captioning for video content in PowerUp Literacy
- The NIMAS versions of PowerUp Literacy's offline resources are available via the [NIMAC directory](#) to support schools who are producing Braille readers, digital audio, or other student-ready formats. For PowerUp Literacy these include Skill Builders, Lessons, Writing Prompts and Comprehension Passages.

e. The proposed solution shall be able to handle at least 60,000+ concurrent HCPS users with less than 30 ms latency.

Lexia's hosting infrastructure supports over 6 million unique and active student users in over 26,000 schools in all 50 states and internationally. On a monthly basis, as many as 2 million students and over 125,000 educator's login and engage in Lexia's programs. The hosting infrastructure can easily support tens of thousands of concurrent users.

f. 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.

Lexia supports LDAP authentication for staff, but Lexia's programs are not reliant on the LDAP authentication. Lexia's LDAP solution for staff authentication requires firewall access by ID address.

g. HCPS shall have the ability to submit requests for an 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.

Lexia's Customer Support reports errors in content to Lexia's development and pedagogy teams. Any critical errors are corrected promptly.

E. 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. Staff District-wide; All High, Middle Students and limited numbers for Elementary Students


2. Networking Environment

Lexia programs utilize the SaaS model. The SaaS (Software-as-a-Service) model refers to an application that is comprised of a single, integrated code base that is delivered as a service to multiple customers simultaneously and securely, via the Internet. Programs are designed for the Web environment, improving usability and manageability. Other benefits include:

- Intuitive usability that supports quick start-up
- Includes IT support
- Each student has a custom experience
- Data is transported automatically and immediately

In a Software as a Service (SaaS) model, the product does not require access through the District's networks. Any compatible computer or mobile device with an Internet connection can access the product.

Lexia's literacy and language products are compatible with the most recent versions of Chrome/Edge and Windows 10.

 For more information, please see the System Requirements
[Core5 Reading System Requirements](#)
[PowerUp Literacy System Requirements](#)

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;



Lexia Learning Systems LLC, a Cambium Learning® Company, was founded in 1984 with private funding and grants obtained from the **National Institute of Child Health and Human Development**. Lexia's corporate mission is to change people's lives through the power of language and literacy education.

Lexia's ongoing commitment to peer-reviewed efficacy research and gold-standard outcome studies is at the center of the company's pedagogical approach. **Lexia® Core5® Reading** (2012), the company's award-winning, flagship product, has set the standard for technology-based reading instruction by providing explicit, systematic, personalized learning on fundamental literacy skills for students of all abilities. In 2015, Lexia added **Lexia® RAPID™ Assessment™** to its portfolio and, in 2018, **Lexia® PowerUp® Literacy**. **Lexia English Language Development™** (formerly known as Lexia® Rosetta Stone® English) and **LETRS®** were added to the company's portfolio when Lexia became a Cambium Learning company in 2020.

Lexia was incorporated as a Massachusetts "C" Corporation on December 4, 1984. On December 30, 2013, Lexia was acquired by Rosetta Stone and was converted to a Delaware LLC with a "C" designation. In October 2020, Cambium Learning Group, Inc., a leading provider of digital education solutions and professional learning services and a portfolio company of Veritas Capital, acquired Lexia Learning Systems LLC. Lexia's headquarters is in Concord, Massachusetts, with representatives worldwide.

Lexia's Research and Development Group creates innovative, research-proven reading software and works with schools and districts to determine best practices for implementing Lexia programs to ensure success. Lexia employs a Quality Management System of formalized system of processes, procedures, and responsibilities to consistently meet customer requirements.

b. Experience with a project of this magnitude;

In addition to the given references, Lexia partners with many other divisions across the commonwealth of Virginia. Across the country, Lexia with numerous other school systems of similar size and demographics as Henrico County Public Schools. With the vast array of sizes and needs of districts, Lexia has cross functional teams to support districts in all phases of evaluation, implementation, technology integration, coaching, research and much more.

c. Evidence of financial stability;

As a demonstration of Lexia's firm's financial health, Lexia provides the following proprietary and confidential Audited Consolidated Financial Statements:

- [Cambium Learning 2018 Financial Statement](#)
- [Cambium Learning 2019 Financial Statement](#)
- [Cambium Learning 2020 Financial Statement](#)

Please note that these documents include consolidated Cambium Intermediate Holdings LLC financial statements, which include Voyager Sopris Learning, Inc.; Lexia Learning Systems, LLC; Kurzweil Education, Inc.; LAZEL, Inc. (which includes Learning A-Z, LLC and ExploreLearning, LLC), Cambium Assessment, Inc.; and VKidz Holding Corp. (which includes Time4Learning, Inc.). The acquisition of Cambium Assessment, Inc. closed on 12/31/2019 and the acquisition of Lexia Learning Systems, LLC closed on October 15, 2020, with the results of operations of the two acquired businesses included in the financial statements beginning when they were acquired.

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

Lexia is focused and specialized. For 38 years, from the infancy of computer-based, adaptive programs, Lexia Learning creates, develops, and supports the use of instructional methodologies, technology, and data to drive instruction resulting in Core5 Reading and PowerUp Literacy. Therefore, Lexia has experience with the development of digital content aligned to State Standards, including the Virginia SOLs.



For details, please see:

[Core5 Reading Alignment to Virginia English Standards of Learning](#)

[PowerUp Literacy Alignment to Virginia English Standards of Learning](#)

e. Experience in K-12;

Lexia's instructional and assessment programs play a critical role in helping educators deliver personalized literacy instruction for over 6 million K–12 students across the world. Since the inception of the company, Lexia's Research and Development Group has been creating innovative, research-proven reading software and working with schools and districts to determine best practices for implementing Lexia's programs to ensure student success. Lexia Learning employs a Quality Management System of formalized system of processes, procedures, and responsibilities to consistently meet customer requirements.

In addition, Lexia's programs are proven successful for:

- Students in K-12 acquiring reading and literacy skills
- Students in K-12 acquiring English
- Students in K-12 specialized education programs
- Students in K-12 urban and rural school settings
- Students in K-12 from low-income populations
- Small and state-wide adoptions
- At-risk students in Tier II and III intervention settings 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;

Lexia has over 35 years of experience in reading pedagogy and a collection of published peer reviewed research demonstrates the efficacy of Lexia’s instructional approach. **Core5 Reading** and **PowerUp Literacy** include research-based best practices for supporting students with embedded progress monitoring, extensive vocabulary instruction, including academic language, and explicit instruction, as well as opportunities for peer assisted reading, writing, speaking, and listening.

Core5 Reading is one of the most rigorously researched, independently evaluated, and respected reading programs in the world. In numerous studies published in peer-reviewed journals, Core5 Reading has been found to accelerate the development of critical fundamental literacy skills in elementary grades.

All the published studies followed rigorous scientific standards, including the use of control groups, pre-testing/post-testing, standardized and norm-referenced reading tests, and stringent statistical data analysis.



Core5 Reading is proven to improve learning outcomes required by Federal mandates under ***Every Student Succeeds Act (ESSA)***. Lexia’s rigorous research portfolio of studies published over the past 15 years meets the highest levels of evidence under ESSA needed to evaluate instructional programs including 8 strong, 2 moderate, and 8 promising studies.

In addition, these external organizations have recognized Core5 Reading for excellence:

- Council of Administrators of Special Education (CASE)
- National Center of Intensive Intervention (NCII)
- WIDA, supporting the education of language learners, Wisconsin Center for Education Research at the School of Educational Research, University of Wisconsin-Madison
- LEAP Innovations™, based in Chicago
- Florida Center for Reading Research (FCRR), a multidisciplinary research center, housed in the Florida State University

The content for **PowerUp Literacy** was informed by the underpinnings of proficient reading outlined in the *Report of the National Reading Panel* (2000), **The Simple View of Reading** model, and findings from seminal reports and research studies on comprehension, adolescent literacy, self-determination theory, and game theory. Lexia also has an ongoing research partnership with the **Florida Center for Reading Research** (FCRR), which informed the development of the embedded progress monitoring for both programs and Auto Placement test for PowerUp Literacy.



In January 2020, PowerUp Literacy was awarded Evidence for ESSA's (E-ESSA) highest level of evidence. PowerUp Literacy is listed as the most effective secondary literacy intervention among programs that have an evidence base that qualifies for review. E-ESSA calculates each program's effect size, which is a quantitative measure of educational effectiveness. PowerUp's effect size is .36, which is the highest of all programs evaluated.

To be listed on the E-ESSA website, a program's evidence base must meet all Federal standards, along with a set of additional technical criteria.

🔍 To review the E-ESSA evaluation of PowerUp Literacy, please see:
<https://www.evidenceforessa.org/programs/reading/lexia-powerup-literacy>

g. Number of current customers

Lexia's instructional programs play a critical role to help educators deliver personalized literacy instruction for over 6 million K–12 students in over 26,000 schools worldwide.

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

Lexia currently has over 400 full-time employees. Since 1984, Lexia's Research and Development Group has been creating innovative, research-proven reading software and working with schools and districts to determine best practices for implementing Lexia's programs to ensure success.

i. Resumes of proposed staff that would be assigned to this project

🔍 Please see the following links for the resumes of the staff assigned to this project:
[Shana Bernebel](#)
[Lisa Anderson](#)

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, 2022. 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;

Experience and explore Lexia’s programs by following the [Core5 Reading Navigation Guide](#) and the [PowerUp Literacy Navigation Guide](#). These step-by-step guides lets reviewers experience all portions of the program first-hand: (1) *Online, Adaptive Student Experience*; (2) *Simple, Actionable Data for Educators*; (3) *Resources for Instruction, Practice, and Celebrating Success*.

These guides provide digital access instructions. The *Online, Adaptive Student Experience* portion of the guide explains how to use Educator Mode, which provides full access to the student program to move freely among all Levels, Activities, and Units; a student cannot move freely within these.

b. 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

🔍 For service level agreements, please see the Lexia EULA at <https://lexialearning.com/eula>

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

🔍 For service level agreements, please see the Lexia EULA at <https://lexialearning.com/eula>

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

Lexia does not collect any Personally Identifiable Information (PII) that is not Directory Information that may be designated under FERPA. No prior parental consent under FERPA is needed for use of Lexia’s programs. Lexia is fully compliant with FERPA in all respects.

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

🔍 Please see **Tab 8 – Training and Professional Development** for implementation services.

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;

Lexia supports over 6 million unique active student users in nearly 26,000 schools in all 50 states and internationally. On a daily basis, as many as 3.8 million students and nearly 200,000 educators login and engage in Lexia programs (February 2022). The hosting infrastructure can easily support tens of thousands of concurrent users.

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

Districts can export OneRoster CSV files from their SIS (Student Information System) to an SFTP folder hosted by Lexia; these files are processed nightly to update student accounts, staff accounts, and class rosters in myLexia.

Data is retained for active accounts with the ability to archive data by request. If the status of an account changes, data is retained according to Lexia's data retention policies. Lexia Learning data retention policies are compliant with FERPA and COPPA policies. Upon formal termination of an agreement to provide services, data is deleted within 30 days.

Lexia also provides multiple ways to create, modify, and delete staff and student accounts:

- Through a graphical user interface,
- Through a spreadsheet import,
- Through nightly processing of CSV files via a SFTP site.

In addition, Lexia integrates with Clever, which securely ingests roster data from districts' SISs and sends new and changed enrollments to Lexia Learning who provides a setting that allows districts to configure if emails are sent to users upon account creation.

c. Describe the data exchange process in detail;

Lexia supports the use of Clever which offers automated data exchange, including single sign-on. Data can be imported either by sending a CSV file with the information or by using Lexia's automated export/import tool. The Automated Import feature allows districts to automate the addition, modification, and deletion of school, student, staff, and class data through the nightly processing of CSV files on the myLexia web site.

Administrators can configure certain features including student demographic information, student state ID, student SIS ID, student numbers, user notifications, mobile device access, and passcode lock on mobile devices. This feature ensures that Lexia's program data is consistent with the data in the student information systems.

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;

Lexia's Instructional Design provides *two* approaches to teaching. The online instruction is student-led and leverages a Step-Down Instructional Model and begins with standards level content, branching down to scaffolded, more explicit instruction only when needed. The offline instructional resources are teacher-directed to leverage the Gradual Release Instructional Model: I do-we do-you do. Therefore, Lexia's Blended Learning Model provides teachers the opportunity to assist without limitations to their students.

e. Provide per user bandwidth requirements for the proposed solution;

For Core5 Reading, a typical student consumes 10MB of bandwidth per 5-min block (average rate ~0.4 Mbps). A classroom of 25 students consumes 750MB of bandwidth per 30-min session (average rate ~3.33 Mbps). Bandwidth need is typically higher just after students log in and decreases after a few minutes of use. A 15MB download occurs upon logging into the Core5 Reading application.

For PowerUp Literacy, a typical student consumes 11MB of bandwidth per a 5-min block. A classroom of 25 students will consume 1650MB of bandwidth per 30-min session.

f. Provide the average bandwidth per student required; and,

🔍 For bandwidth needs, see the System Requirements documents located at
<https://help.lexialearning.com/s/article/Lexia-System-Requirements>

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).

Lexia's data platform, myLexia, supports IMS Global's OneRoster™1.1 to automate the provisioning and maintenance of school, student, staff, and class information for Lexia's programs.

Lexia is currently working with **Apple**[®] to make Lexia Skill Builders assignable by teachers, a feature that is now available in Apple Schoolwork's app for iPads, laying the groundwork for future LMS integrations with assignable content via the LTI standard.

Tab 6 – Infrastructure and System Administration

In this tab, offerors shall provide information regarding infrastructure and system administration as described in the Scope of Services as well as the following information:

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

Lexia programs are provided as Software as a Service (SaaS), providing access to software and its functions remotely as a web-based service. SaaS eliminates the need for districts to install and run applications on their own computers or in their own data centers. This eliminates the expense of hardware acquisition, provisioning, and maintenance, as well as software licensing, installation, and support. Other benefits of the SaaS model include:

- **Scalability:** Cloud services like SaaS offer high scalability, which gives customers the option to access more, or fewer, services or features on-demand.
- **Automatic updates:** Rather than purchasing new software, customers can rely on a SaaS provider to automatically perform updates and patch management. This further reduces the burden on in-house IT staff. Lexia's browser-based programs are always the most current program versions with updates and fixes automatically provided. Customer Service reports are immediately addressed, and any required fixes deployed promptly.
- **Accessibility and persistence:** Since SaaS applications are delivered over the Internet, users can access them from any internet-enabled device and location.

Lexia's servers are hosted by AWS (Amazon Web Services) with the physical servers located in the United States.

- For a description of AWS data centers and the security that is in place to prevent unauthorized access, see <https://aws.amazon.com/compliance/data-center/data-centers/>

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

Not applicable.

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

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

Amazon Web Services (AWS) and its policies govern Lexia's host site security. AWS is known for being a best-in-class provider for server security and backup and disaster recovery.

🔍 For more information, see <https://aws.amazon.com/>

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

Lexia programs operate in a client/server architecture, as programs are provided as a Software as a Service (SaaS) platform. Students and educators access the programs as a web-based service from computers and native apps from mobile devices; the clients and the server interact via json-based API (Application Program Interfaces) calls made by the client to the server. The student-facing clients run on HTML5/JS/React/ReactNative or Cordova; the educator-facing client runs primarily on PHP and AngularJS. Data generated by the client is not processed or stored on the client; it is sent back to the server to be stored in Lexia's database. Any compatible computer or mobile device with an Internet connection can access the product.

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

Data in transit is protected via Hypertext Transfer Protocol Secure (HTTPS) using 256-bit Secure Hash Algorithm (SHA-256) with Rivest-Shamir-Adleman (RSA) Encryption for secure data transmission. Data at rest is encrypted using XTS-AES-256. Amazon Aurora's encrypted database clusters use the industry standard AES-256 encryption algorithm to ensure the security of data at rest.

🔍 For complete documentation about AWS's security of data at rest, please see <https://docs.aws.amazon.com/AmazonRDS/latest/AuroraUserGuide/Overview.Encryption.html>

4) SOC 2 compliance status (certification documentation should be provided)

SOC 2 Type III report is provided. Lexia does not provide the SOC 2 Type II to customers.

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

Lexia backs up all essential files and data in a secure and frequent manner using industry best practices. Database backups are performed at least once per day and prior to any product releases. Backups are hosted by AWS Cloud, known for providing best-in-class data durability and security for backups and recovery.

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

For Core5 Reading, a typical student consumes 10MB of bandwidth per 5-min block (average rate ~0.4 Mbps). A classroom of 25 students consumes 750MB of bandwidth per 30-min session (average rate ~3.33 Mbps). Bandwidth need is typically higher just after students log in and decreases after a few minutes of use. A 15MB download occurs upon logging into the Core5 Reading application.

For PowerUp Literacy, a typical student consumes 11MB of bandwidth per a 5-min block. A classroom of 25 students will consume 1650MB of bandwidth per 30-min session.

🔍 For bandwidth requirements, please see
[Core5 Reading System Requirements](#)
[PowerUp Literacy System Requirements](#)

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

Thin clients, Citrix, Terminal Services/Remote Desktop, virtual machines, and other remote access or PC-sharing systems are not supported.

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

As a SaaS application, Lexia's programs' versions are always current, with updates and fixes automatically provided at no additional charge. Lexia's major product updates and maintenance occurs during the summer months; maintenance updates are released periodically throughout the year and are carefully timed and scoped to minimize disruption. Enhancements and updates to PDF Instructional Resources, available through the Resource Hub, may occur at other times as well.

9) Any tools available to measure system responsiveness.

Districts can find information about system status for myLexia and student programs by visiting [Lexia's System Status](#) page for information about current and past status alerts for myLexia, Lexia Core5 Reading, Lexia English Language Development, and Lexia PowerUp Literacy. In addition, districts can subscribe to notifications when the System Status creates, updates, or resolves an incident by clicking Subscribe to Updates. Lexia uptime has exceeded 99% during the past few years. Lexia has deployed a global infrastructure to support our clients. Over the last 12 months, Lexia has achieved 99.99% software availability, 24x365.

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

Lexia stores customer data in a centrally managed and monitored database hosted by Amazon Web Services (AWS).

Lexia supports the archiving and purging of historical data via myLexia, the web platform for educators. Student accounts (and associated usage, progress, and performance data) can be archived either manually by District-level and School-level Admins with "Write" privileges in Lexia's system, or via the automated import processes. Student accounts (and associated usage, progress, and performance data) can be hard-deleted manually by District-level and School-level Admins with "Write" privileges in Lexia's system. There are no limitations in place regarding the storage of historical data while the customer has active product licenses.

11) Details about how visitor operations and student check-in/check-out can continue in the event of an internet or system outage. 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.

Lexia's data is hosted and stored on AWS on Amazon Aurora Lexia will respond to and address vulnerabilities it discovers or determines in its applications as it deems appropriate and according to Lexia's internally determined processes, criticality assessments, prioritization, and timetables. Upon award, Lexia will work with HCPS to determine the best course of action for reporting incidents.

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

Lexia's programs can be accessed on a web browser, an iPad, or Chromebook. At the time of submission, Core5 Reading is accessible on Android-based mobile platforms. However, beginning in July 2022, Lexia will be sunsetting Core5 Reading support for accessibility to Android-based mobile platforms.

🔍 For detailed System Requirements and Technical Setup, please see
[Core5 Reading System Requirements](#)
[Core5 Reading Technical Setup Flier](#)
[PowerUp Literacy System Requirements](#)
[PowerUp Literacy Technical Setup Flier](#)

c. The proposal shall provide a detailed description of the implementation and support the solution has for LTI version 1.1 ® or higher certified as a Tool Provider (TP) with our LMS Solution (Schoology).

Lexia's programs integrate with Skyward/Canvas rostering via OneRoster 1.1 or Clever. Lexia does not provide content integration capability with Canvas or any LMSs (e.g., LTI / assignable content).

For rostering interoperability, Lexia is certified to support OneRoster 1.1 for the provisioning of student, staff, and class roster data. OneRoster is an industry-standard format supported by all major K-12 SISs. Lexia also supports the syncing of rostering data via Clever.

For authentication interoperability, Lexia supports SSO/SAML, which can be configured in a variety of school systems including Schoology. Lexia also supports SSO via Clever.

Lexia products are designed to deliver differentiated instructional support; they do not consist of discrete digital components designed to be used separately. Lexia offers an adaptive learning technology that provides students with personalized reading intervention instruction for individualized, online learning while providing teachers with explicit teacher-led lessons for small group, face-to-face intervention. Lexia adapts in real-time and follows an expansive scope and sequence developed around The Science of Reading research. Lexia is capable of interoperating within the district's technical infrastructure by providing one-click, SSO access for students and teachers at point of use inside the district platform/LMS. However, we do not deconstruct the application into individual, digital learning objects and make them available as a library of instructional resources, because that would defeat the purpose of the adaptive learning and invalidate the research-based and evidence-proven scope and sequence.

Tab 7 – Reporting and Monitoring

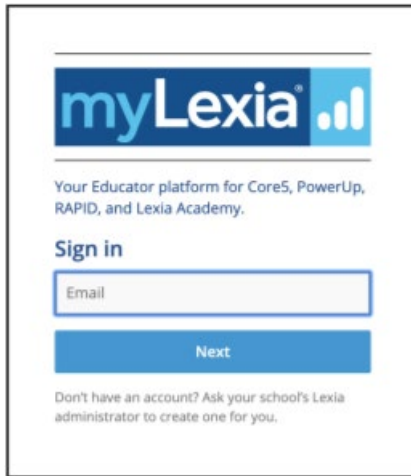
a. Describe program-specific progress monitoring. While program monitoring is desired, HCPS shall continue to monitor student progress using a progress monitoring tool that is independent of the students' curriculum/intervention.

Core5 Reading and PowerUp Literacy utilize the Lexia's proprietary **Assessment Without Testing** technology to measure student progress. Both programs provide detailed progress monitoring, and diagnostic assessments tied directly to action plans and relevant instructional resources. The proprietary Assessment Without Testing technology gathers norm-referenced and criterion-referenced performance data without stopping the flow of instruction to administer a test.



Once a student takes the initial **Auto Placement** students are then measured against norms-based standards to determine their level of risk for reading failure and their progress against grade level standards for reading. This diagnostic measure, referred to as a **Performance Predictor**, is reported monthly. These Performance Predictors are specific to each student and can be aggregated across classes, grades, and schools to determine the overall levels of risk in the entire student population. The Performance Predictor includes an instructional risk level—On Target, Some Risk, or High Risk. Performance Predictors have proven to be 90% accurate at identifying students who will reach grade level benchmark by the end of the academic year.

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



myLexia serves as the portal for Core5 Reading and PowerUp Literacy reports for educators. These reports provide administrators and district leaders with data at the student, class, grade, school, and district level. Educators receive with data at the class and student level, as well as small group recommendations based on students' online performance and areas of improvement.

Core5 Reading and PowerUp Literacy utilize the Lexia's proprietary Assessment Without Testing technology to measure student progress. Both programs provide detailed progress monitoring and diagnostic assessments tied directly to action plans and relevant instructional resources.

Once logged on, myLexia's student data is simple to interpret; highly graphic reports and color-coded icons are used throughout to visually signify risk level and help educators quickly assess and compare the risk of reading failure associated with each of their students.

Within each role, users can click to move from overviews to more specific and detailed information. Action Plans may be seen from the Class Overview and the Student Overview. From the Class Overview, for example, Action Plans group students according to instructional need. From the Class and Student Action Plans, direct links are provided to specific Instructional Resources (i.e., Lexia Lessons). Teachers can manually indicate when teacher-led lessons have been delivered. Data can be shared as CVS files suitable for demographic sorting and as PDFs that can be emailed or printed.

The Class Overview shows teachers important planning information. The Action Plan, seen in the horizontal bar near the top of the partial report view (shown below within the red ellipse), provides a quick reference for instructional planning by telling the teacher:

- 12 students need more time in the software to meet their personal Prescription of Intensity
- 9 students are struggling and need offline, teacher-led support with a specific Lexia Lesson
- 30 students have progressed and are ready for a particular offline Skill Builders

Core Reading & PowerUp Literacy—Class Overview Report

myLexia Lexia Demo District

Search Lexia Academy Chat Wendy Bellows

Reading School Overview **Intensive Reading Overview** Other

Assessment Class Table **Action Plan:** 12 Need Usage 9 Struggling 30 Skill Builders Reports & Resources

Resources

Use these resources to support your students' learning.
[PowerUp Resources Hub](#)
More Resources

Skill Status

Students working in each zone of Word Study, Grammar and Comprehension.

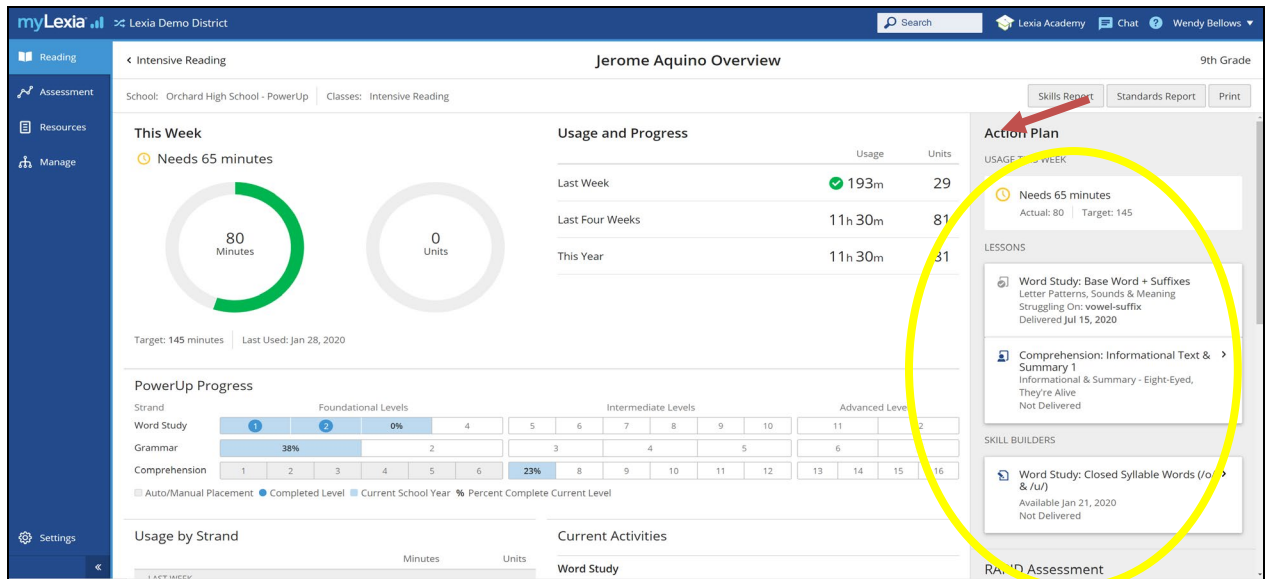
Student Name ↑	Grade ↓	Zone	Usage This Week	Struggling ↓
		WS ↓ GR ↓ Comp. ↓	Total Minutes ↓ Target ↓ Time Needed ↓ Units Gained ↓	
Aquino, Jerome	9th	WS GR Comp.	80 145 +65 0	0
Campbell, Aiden	9th	WS GR Comp.	121 135 +14 28	1
Foss, Annabelle	9th	WS GR Comp.	33 145 +112 8	1
Gray, Jordan	9th	WS GR Comp.	16 145 +129 0	1
Harris, Kaylee	10th	WS GR Comp.	0 135 +135 0	1
Nagi, Samir	9th	WS GR Comp.	124 145 +21 14	
Nguyen, Hue	9th	WS GR Comp.	90 145 +55 23	1
Pena, Alonso	9th	WS GR Comp.	74 145 +71 3	
Santos, Roman	9th	WS GR Comp.	34 135 +101 0	1
Torres, Evangelina	9th	WS GR Comp.	19 145 +126 1	1
Travers, Cedric	9th	WS GR Comp.	88 125 +37 28	
Williams, Addison	9th	WS GR Comp.	0 135 +135 0	1

Word Study 83% Grammar 100% Comp. 92%

The **Class Overview** report also includes teacher support for planning and record keeping, which is helpful for students with IEPs.

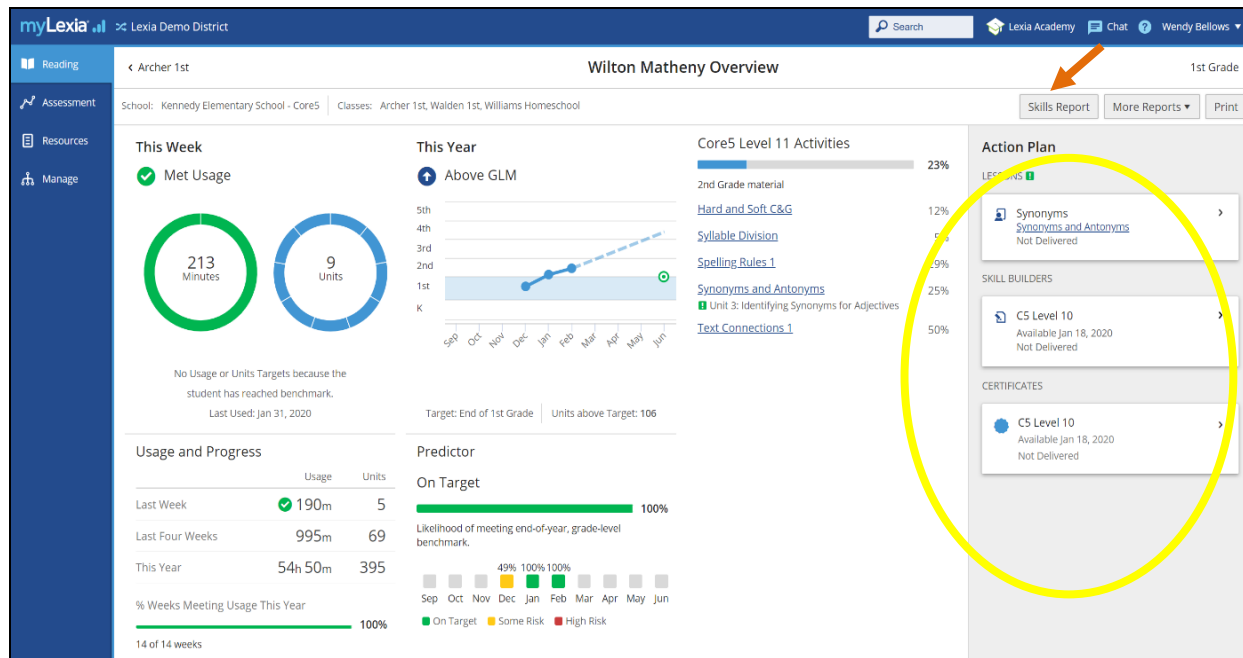
Linked to each student's name in the Class Overview is his or her personal **Student Overview** report page. Updated in real-time, the report shows the skills in which a student is engaged. The individualized Action Plans take the guesswork out of differentiating instruction as they include links to the appropriate Lexia Lesson or Skill Builder (see yellow ellipse below). These reports help focus time on the greatest need by prescribing the instructional intensity necessary to help students reach end-of-year benchmarks.

Student Overview—PowerUp Literacy

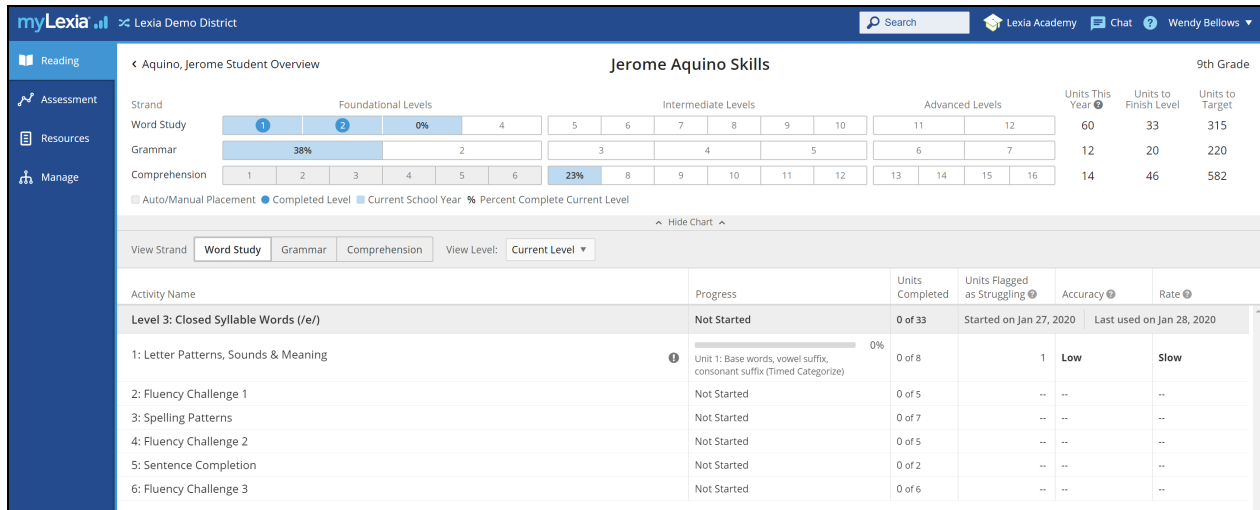


Student Overview—Core5 Reading

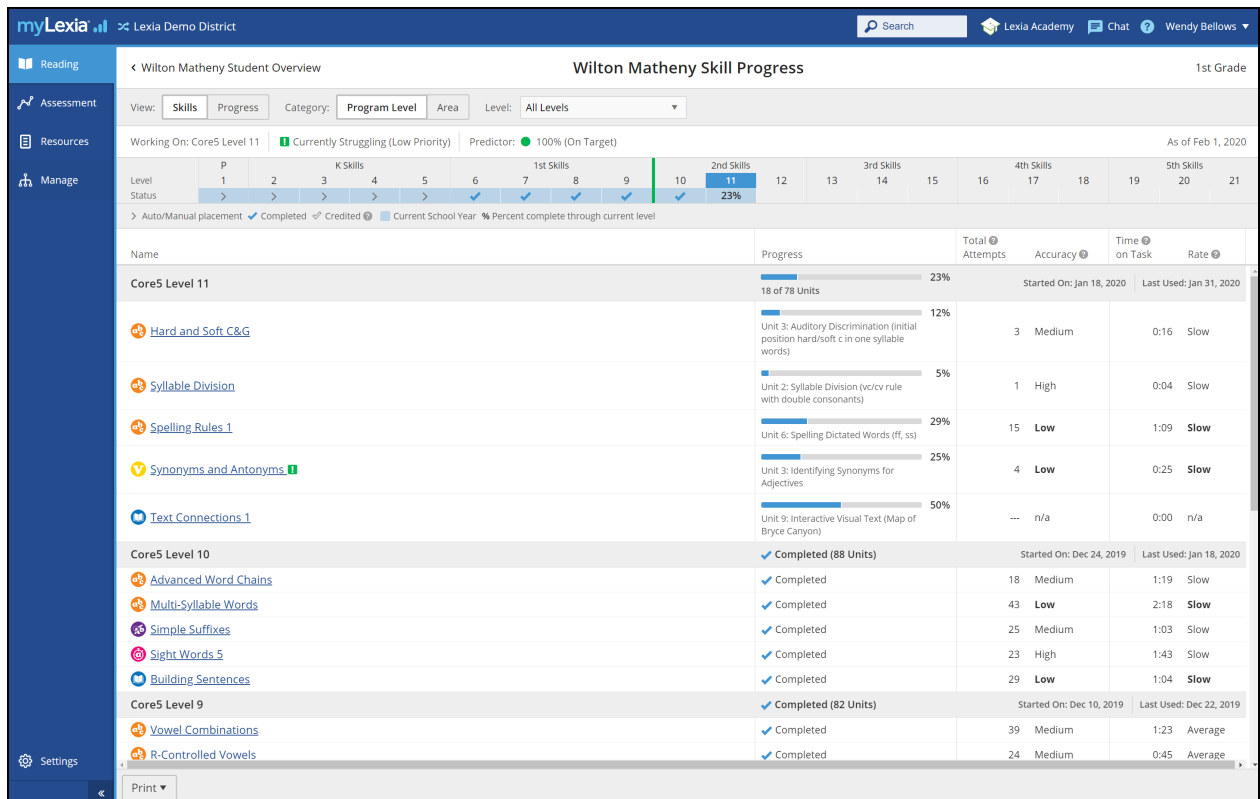
Each student's overview includes a Skills Report (see orange arrow above). Once clicked, myLexia brings the teacher to the student's skills page which identifies the skill areas he/she is currently working, specific skills with which the student needs instruction, the program usage based on the student's recommended minutes in the program and completed levels.



Student Skills Report—PowerUp Literacy



Student Skills Report—Core5 Reading



As students interact with the program, Lexia's Assessment Without Testing technology is continuously identifying those students struggling with specific concepts and updating their progress within myLexia. These real-time results offer data an educator can use to immediately supplement online learning with in-person/teacher-led Lexia Lessons. By clicking the Struggling tab in the Class Overview section, a list will populate with the students identified as needing a teacher-led lesson.

Once presented with the list of struggling students, the educator can click on the Level column to sort students by priority or click the Lesson column to identify students based on skill-specific lessons. This ability to group students based on level/need helps teachers plan for in-classroom instruction by identifying small-groups of students requiring similar support. Once the need is identified, myLexia provides a link to the in-classroom Lexia Lesson suggested for the targeted skill.

Intensive Reading Overview

Class Table | Action Plan: 12 Need Usage | **9 Struggling** | 30 Skill Builders

Students who are not progressing and may benefit from teacher-led instruction

Student Name	Strand	Level	Lesson Name	Started Strugglin...	Status
Williams, Addison	Word Study	3	Syllable Types: Closed 3	Jan 21, 2020	Not Delivered
Gray, Jordan	Word Study	3	Syllable Types: Closed 3	Jan 27, 2020	Not Delivered
Foss, Annabelle	Word Study	2	Syllable Types: Closed 2	Jan 30, 2020	Not Delivered
Santos, Roman	Word Study	5	Spelling Rule: Dropping	Jan 24, 2020	Not Delivered
Camrobell, Aiden	Word Study	4	Spelling Rule: Doubling	Jan 30, 2020	Not Delivered
Santos, Roman	Grammar	1	Singular & Plural Nouns	Jan 24, 2020	Not Delivered
Harris, Kaylee	Grammar	1	Simile & Complete Subject	Jan 24, 2020	Not Delivered
Torres, Evangelina	Word Study	1	Sight Words 1	Jan 27, 2020	Not Delivered
Neuyen, Hue	Grammar	2	Possessive Nouns	Jan 29, 2020	Not Delivered
Torres, Evangelina	Grammar	1	Nouns & Verbs	Jan 28, 2020	Not Delivered
Williams, Addison	Grammar	1	Nouns & Verbs	Jan 10, 2020	Not Delivered
Aquino, Jerome	Comprehension	7	Informational Text & Summary 1	Dec 30, 2019	Not Delivered
Williams, Addison	Comprehension	7	Informational Text & Summary 1	Jan 7, 2020	Not Delivered
Foss, Annabelle	Grammar	1	Direct Objects & Subject Nouns	Jan 17, 2020	Not Delivered
Gray, Jordan	Grammar	1	Direct Objects & Subject Nouns	Jan 16, 2020	Not Delivered
Aquino, Jerome	Word Study	3	Base Word + Suffixes	Jan 28, 2020	Delivered

Skill Status
Students working in each zone of Word Study, Grammar and Comprehension.

Zone	Percentage
Foundational (1-2)	17%
Intermediate (3-5)	83%
Advanced (6-8)	0%

Usage
Students with usage that week who are meeting targets.

Week	Usage (%)
Dec 30 (8)	~50%
Jan 6 (12)	~25%
Jan 13 (12)	~50%
Jan 20 (12)	~25%

Educators can indicate if a Lexia Lesson is delivered by clicking in the Status column shown above.

Customizing Reports

Among the Lexia extensive reporting features is the ability to export data that allows districts to manipulate and report on those data. Reporting data is exportable in CSV and PDF formats. Export data from those formats into other programs but not directly without first exported to CSV or PDF.

Tab 8 – 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.

Lexia developed a variety of Success Partnership Models to meet the diverse needs of districts and schools as they grow their skills in delivering blended learning reading instruction. Lexia's team of customer success experts will partner with district leadership teams to develop a year-long, personalized implementation plan focused on increasing student reading performance by enhancing leaders' and educator's comfort, skills, and abilities to use Lexia's data and targeted resources to uncover and address student skill deficits.

Available to all districts:

- **Customer Service Support**—Available via myLexia chat, email, or telephone
- **Help Center**—A self-serve, searchable database that provides customers information about Lexia's programs, rostering, and technical setup at any time
- **Onboarding Tools**—Admin and teacher welcome email includes links to: Online Professional Learning Guide, Teacher's Manuals, Learning Now videos
- **Teacher Resources Hub**—Teacher Guides and manuals plus various supplemental resources: flashcards, writing prompts, comprehension passages, decodable readers, graphic organizers, certificates, lesson checklists, and more
- **Learning Now**—Videos that provide quick, targeted background knowledge/support
- **Family/Guardian Support**—Getting Started video (Spanish/English) and Home Use Letters in seven languages

Lexia employs a Quality Management System of formalized processes, procedures, and responsibilities to consistently meet district requirements and to help districts reach their desired outcome while providing an excellent, proactive experience. Supported by Directors of Customer Success Management, a Director of Professional Learning Facilitators, and Regional Senior Customer Success Managers, Lexia employs an experienced and talented pool of Customer Success Managers and Professional Learning Facilitators across the United States. This dedicated team uses an implementation planning tool with district and school leadership teams to collaborate on setting clear goals, deliverables, and timelines. Support includes data reviews and data coaching. Staff members have backgrounds in the field of Education and specialized training in Lexia's program use and Adult Education.

District Success Partnerships

Lexia District Success Partnerships ensure that the capacity of stakeholders is appropriately supported so that long-term student achievement can be sustained over time. Lexia's team will focus on helping your district receive maximum impact from its investment while also assisting with building internal capacity.

This partnership provides a Lexia Success Manager who will work directly with the designated district-level contact(s) to set goals, develop a personalized and effective plan, monitor progress during Success Metric Strategy Meetings, and create a professional learning plan to meet the district's needs.

Depending on the complexity of the implementation, number of schools, staff and students involved, districts can choose from four options: **Bronze, Silver, Gold, or Platinum**. The partnerships include:

- Assistance with Rostering
- Assigned Success Manager and Proactive Usage Monitoring
- Success Planning Meeting
- National Live Online Professional Learning Sessions
- Lexia Academy Getting Started Courses with myLexia District Admin Role Users Digital Badges

District Success Partnership - Bronze

The Bronze level offering provides dedicated support for:

- Up to two personalized 60-90 min Live Online Professional Learning Sessions
- Up to two Success Metric Strategy Meetings

District Success Partnership - Silver

The Silver level offering provides dedicated support for:

- Up to four personalized 60-90 min Live Online Professional Learning Sessions
- Up to four Success Metric Strategy Meetings

District Success Partnership - Gold

The Gold level offering provides dedicated support for:


- Up to eight personalized 60-90 min Live Online Professional Learning Sessions
- Up to five Success Metric Strategy Meetings

District Success Partnership - Platinum

The Platinum level offering provides dedicated support for:

- Up to 12 personalized 60-90 min Live Online Professional Learning Sessions
- Up to six Success Metric Strategy Meetings

District-Level Leadership Team Support

<u>Support</u>	<u>Recommended Timing</u>	<u>Description</u>
Success Planning Meeting	Start of Implementation	Define desired future state, discuss leadership and educator support options, determine next steps
Technical Setup Check	Prior to launch	Ensure accounts are created
Success Metrics Strategy Meetings	Number and timing are dependent on the partnership purchased	Review implementation plan, analyze data in myLexia, set goals
<u>District Admin Role Users</u>		
	2 hours	Self-paced product onboarding Anytime, Anywhere

School-Level Educator or Leadership Team Professional Learning

<u>Support</u>	<u>Time Required</u>	<u>Description</u>
National Live Online Professional Learning	60 minutes	Access to National Live Online calendar of relevant and engaging professional learning sessions hosted for educators from across the nation
Site-Based Live Online Professional Learning Sessions	60–90-minute sessions Max: 40 participants Number of sessions dependent on the partnership purchased	Centralized professional learning for district staff which may include school leaders, literacy coaches, educators of emergent bilingual or Special Education students, etc.

District Success Manager

The Lexia District Manager Partnership will designate a District Success Manager to collaborate with a distinct leadership team to develop a comprehensive long-term district level implementation plan to support the district's strategic literacy goals.

The District Success Manager level offering provides dedicated support for:

- Assistance with Rostering
- Assigned Success Manager and Proactive Usage Monitoring
- National Live online Professional Learning Sessions
- Lexia Academy Getting Started Courses with myLexia District Admin Role Users Digital Badges

The District Success Manager will work with the district to determine the district level leadership structure to ensure a successful implementation, including identifying departments to participate in Lexia discussions and professional learning (Literacy, SPED, EL, MTSS). In partnership, the District Success Manager will:

Strategy	Progress Monitoring	Building Capacity
Collaborate with district leaders in building a shared vision with clear expectations for implementation success that will be communicated in a comprehensive district-level implementation plan including timeline and action plans to support the district strategic goals.	Connect data to the shared vision and progress being made towards goals; highlight data strategically for each stakeholder across the district.	Facilitate program awareness and group professional learning sessions for district personnel, tech coaches, instructional coaches, etc. to raise the district's internal capacity to support the initiative.
Serve as a consultant who helps the district connect Lexia to district strategic goals and state initiatives.	Evaluate barriers/obstacles to implementation and assist the district in removing those barriers/obstacles; continuous process of evaluation.	Coordinate and schedule district and school leadership professional learning and additional services purchased to ensure a smooth implementation of Lexia products and services.

School-Level Success Partnerships

Lexia offers school-level Success Partnership options which allows districts and schools to select the appropriate level of support needed for different phases of implementation and experience with blended learning. The following school-level Success Partnerships are recommended for Henrico County School District:

- School Success Partnership
- Live Online
- Lexia Academy

School Success Partnership

Lexia believes that strong leadership teams are essential for creating and sustaining the successful implementation of any initiative. Lexia's School Success Partnership provides the perfect combination of **leadership team support** and **educator professional learning** to ensure schools achieve wild success. Lexia's team focuses on ensuring districts receive maximum investment impact by helping build internal capacity.

School Success Partnership offerings provide:

- Assistance with Rostering
- Assigned Success Manager and Proactive Usage Monitoring
- Success Planning Meeting
- National Live Online Professional Learning Sessions
- Two personalized 60-90 min Live Online Professional Learning Session for Teachers
- Lexia Academy Getting Started Courses with Digital Badges for teachers and administrators
- Up to two Success Metric Strategy Meetings

The following is a typical implementation timeline for a school level first-year implementation under the School Success Partnership model.

School Leadership Team Support

<u>Leadership Support</u>	<u>Recommended Timing</u>	<u>Description of Support</u>
Success Planning Meeting	Start of Implementation	Define desired future state, discuss leadership and educator support options, determine next steps
Technical Setup Check	Prior to launch	Ensure accounts are created
Success Metrics Strategy Meeting	First Semester	Review implementation plan, analyze data in myLexia, set goals
Success Metrics Strategy Meeting	Second Semester	Review implementation plan, analyze data in myLexia, set goals

Educator Professional Learning Options

Educator Professional Learning options included in the District and School Success Partnerships —content and format—are determined by the Lexia leadership team and Lexia’s Customer Success Manager.

Suggested Personalized Professional Learning for New Lexia Schools

Core5 Reading

- Core5 Reading Launch: An Overview of Core5 Reading
- Core5 Reading Data Coaching: Using Data to Make Educational Decisions
- Core5 Reading Instructional Resources: Connecting Online Learning with Instructional Support

PowerUp Literacy

- PowerUp Literacy Launch: An Overview of PowerUp Literacy
- PowerUp Literacy Data Coaching: Using Data to Make Educational Decisions
- PowerUp Literacy Instructional Resources: Connecting Online Learning with Instructional Support

Additional professional learning options are determined by school and teacher needs and may include the following:

Core5 Reading

- Supporting Early Elementary Students with Core5 Reading
- Supporting Upper Elementary Students with Core5 Reading
- Supporting Emergent Bilinguals with Core5 Reading
- Core5 Reading Advanced Data Coaching
- Core5 Reading Advanced Instructional Resources
- Core5 Reading Data Coaching for Special Populations

PowerUp Literacy:

- PowerUp Literacy Data Coaching for Special Populations
- Supporting Emergent Bilinguals with PowerUp Literacy

National Live Online Professional Learning Options


Core5 Reading

- Getting Started with Core5Reading
- Adapted Blended Learning with Core5 Reading
- Implementing Core5 Reading in Any Learning Environment
- Rostering and Data Maintenance with Lexia Products

PowerUp Literacy

- Getting Started with PowerUp Literacy
- Adapted Blended Learning with PowerUp Literacy
- Implementing PowerUp Literacy in Any Learning Environment
- Rostering and Data Maintenance with Lexia Products

Educator Professional Learning Support Offerings

<u>Support</u>	<u>Time Required</u>	<u>Description</u>
	2 hours	Self-paced product onboarding Anytime, Anywhere
National Live Online Professional Learning	60 minutes	Access to the National Live Online calendar of relevant and engaging professional learning sessions hosted for educators from across the nation
Two (2) Live Online Professional Learning Session	60-90 minutes Max: 40 participants	Site-based professional learning which allows educators the opportunity to learn, ask questions and share best practices

Live Online Professional Learning

Live Online support ensures that the capacity of school level stakeholders is appropriately supported so that long-term student reading achievement can be sustained over time. Lexia's team focuses on helping educators receive maximum investment impact while helping build internal capacity.

In addition to the personalized live online session(s), the school's educators will have access to Lexia's National Live Online calendar of relevant and engaging professional learning sessions hosted for educators from across the nation.

Lexia's Live Online offering provides:

- Assistance with Rostering
- Access to the HelpCenter
- Access to Educator Resources Hub and Learning Now Videos
- 1 personalized 60-90 min Live Online Professional Learning Session
- National Live Online Professional Learning Sessions

Lexia Academy



Lexia Academy is an eLearning platform that supports educators' professional growth with self-paced, meaningful, and relevant learning opportunities—anytime, anywhere.

Courses are structured with incremental learning segments to help busy educators of all levels immediately apply their newly acquired skills in the classroom. The content includes information about Lexia's programs, getting started support, data analysis, blended learning model and classroom implementation. This school partnership option provides unlimited access to Lexia Academy to all school staff listed in myLexia as well as support for technical setup.


As a bonus, schools that purchase our Lexia Academy Partnership also have access to our calendar of National Live Online sessions.

The Lexia Academy Partnership offering provides:

- Assistance with Rostering
- Access to the *HelpCenter*
- Access to Educator Resources Hub and Learning Now Videos
- National Live Online Professional Learning Sessions
- Lexia Academy Getting Started Courses with Digital Badges for teachers and administrators

PLEASE NOTE: The Lexia Academy eLearning platform is included with District Success Partnerships and School Success Partnerships. Lexia Academy is not included in Lexia's Live Online Professional Learning.

Lexia Academy School Partnership

<u>Support</u>	<u>Time Required</u>	<u>Description</u>
	2 hours	Self-paced product onboarding Anytime, Anywhere
National Live Online Professional Learning	60 minutes	Access to Lexia's National Live Online calendar of relevant and engaging professional learning sessions hosted for educators from across the nation

Tab 9 – 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 of this RFP. Price shall be evaluated by pricing on Attachment G.

Core5 Reading, PowerUp Literacy, and Core5 Reading/PowerUp Literacy (Including renewal products)

Payment Schedule—Payment due Net 30 days from order placement

Multi-year savings shown are offered with advance payment at the time of initial purchase.

Student Subscriptions—Core5 Reading and/or PowerUp Literacy

	1 year	2 years	3 years	4 years	5 years
1-249 Licenses	\$40	\$74	\$102	\$136	\$170
250-499 Licenses	\$35	\$64.75	\$89.25	\$119	\$148.75
500+ Licenses	\$30	\$55.50	\$76.50	\$102	\$127.50

Unlimited School Subscriptions— Core5 Reading and/or PowerUp Literacy

1 year	2 years	3 years	4 years	5 years
Unlimited Site Licenses				
\$9,500	\$17,850	\$25,650	\$34,200	\$42,750
Unlimited Site License with School Success Partnership				
\$11,900	\$22,350	\$32,130	\$42,840	\$53,550
Unlimited Site License with School Success Partnership Plus 1 Additional Day of On-site Professional Learning				
\$16,150	\$30,850	\$44,880	\$59,840	\$73,800
Unlimited Site License with School Success Partnership Plus 2 Additional Days of On-site Professional Learning				
\$20,400	\$39,350	\$57,630	\$76,840	\$96,050

Individual Partnership Offerings—Core5 Reading and/or PowerUp Literacy

	Cost	Timeframe
School Success Partnership, per site	\$3,500	Annual
Professional Learning Day, full day	\$4,250	Full Day
Live Online	\$1,000	One Time
Lexia Academy	\$750	Annual
District Success Partnership – Bronze Level	\$3,500	Annual
District Success Partnership – Silver Level	\$6,900	Annual
District Success Partnership – Gold Level	\$9,900	Annual
District Success Partnership – Platinum Level	\$12,900	Annual
District Success Manager	\$155,000	Annual

ORDER PROCESS

The District Customer may order subscription licenses and/or services offered under this Proposal by contacting the Lexia representative who will prepare an order quote which will detail the type, number units, and term of the Lexia subscription licenses and/or services, as described and at the prices offered under this Proposal, along with a unique quote number reference for the order quote. To confirm an order, the Customer may fax the quote, along with the applicable purchase order, to: (978) 287-0062, or send by email to the Lexia sales representative's email address listed in the quote. Note: Each purchase order must reference the correct quote number (provided on the applicable quote), and should include a copy of the quote. Lexia's receipt and acceptance of the purchase order will be the basis for order confirmation.

TERMS & CONDITIONS

****Prices included herein and in each order quote are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax-exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.**

TERM

This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

ACCEPTANCE

All Lexia Products and Services are offered subject to the Lexia Application License Agreement terms, available at <http://lexialearning.com/privacy/eula> (the "License"), as modified by the terms herein and in the applicable quote. By placing an order in response to a quote, Customer confirms its acceptance of the License and the terms and fees in the quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services thereunder (the "Agreement"). Customer and Lexia agree that the terms and conditions of the Agreement supersede any additional or inconsistent terms or provision in any Customer drafted purchase order, which shall be of no effect, or any communications, whether written or oral, between Customer and Lexia Learning relating to the subject matter hereof. In the event of any conflict, the terms of the Agreement shall govern.

a. List all categories separately, itemized for evaluation such as license per student, teacher, classroom and site, material cost, training of County staff, projected man-hours, hourly rates, and reimbursable expenses.

Please see the above pricing and **Attachment G**.

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

Lexia Learning will provide the district research-based instructional materials to be used to support students in grades PK-12, to include exceptional education students, general education students, and English language learners.

c. Provide all costs as it relates to the proposed solution for the Scenario on Attachment G and the breakdown of pricing on Attachment H.

Please see **Attachment G** and **Attachment H**.

Attachment G

Pricing Scenario

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

Name of Offeror: <u>Lexia Learning Systems</u>		Name Of Program: <u>Core5 Reading & PowerUp Literacy</u>	
Grades Submitting for: <u>PK-12</u>			
Scenario			
Provide pricing for an annual subscription for district licenses as listed below:		Price	Methodology on how price was calculated
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640		\$ 560,300 for a 12 month term	Based On: - 46 Core5 Unlimited Site Licenses w/ School Success Partnerships - District Success Partnership (Platinum)
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952		\$ 149,700 for a 12 month term	Based On: - 12 PowerUp Unlimited Site Licenses w/ School Success Partnerships - District Success Partnership (Silver)
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714		\$122,500 for a 12 month term	Based On: - 10 PowerUp Unlimited Site Licenses w/ School Success Partnerships - District Success Partnership (Bronze) Assumes 20% of students needing reading intervention, equating to 3,175 students. When spread across 10 schools, it is still more cost effective to purchase an Unlimited License vs individual student licenses.
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.		\$ 4,250	
Grand Total		\$ 836,750	
Price per student based on the “Grand total” divided by the number of students the proposal is being submitted for		\$ 22.32	Based on 37,484 students

Attachment H

Pricing Options

Provide pricing as it relates to the proposed solution	Price
Price per Student	\$ 22.32
Price per Teacher	\$ N/A no limit on number of educators
Price per Classroom	\$ N/A not charged on number of classrooms
Price per Site	\$ \$11,900/1 year term
Price for District License PreK-5	\$560,300 for a 12 month term
Price for District License PreK-8	\$710,000 for a 12 month term
Price for District License PreK-12	\$832,500 for a 12 month term
Price for District License 6-8	\$149,700 for a 12 month term
Price for District License 6-12	\$272,200 for a 12 month term
Price for District License 9-12	\$122,500 for a 12 month term
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 ±)	\$4,250
1 day of Professional Development - price per teacher	\$106.25/teacher * Based on \$4,250/day with 40 participants
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	\$12,750 *based on \$4,250/day for 3 sessions with up to 40 participants each

Tab 10 – 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

Reference 1

Name of firm: Prince William County Schools

Contact person: Rhonda Ellington

Position: Assistant Principal

Telephone number: 703-791-7200

Fax number: 703-791-7229

E-mail or Internet address (if available): www.pwcs.edu

Reference 2

Name of firm: Norfolk Public Schools

Contact person: Gwen Collins

Position: Senior Coordinator-ELA

Telephone number: 757-628-3899

Fax number: 757-628-3983

E-mail or Internet address: www.npsk12.com

Reference 3

Name of firm: Chesterfield County Public Schools

Contact person: Kenya Batts

Position: Principal

Telephone number: 804-674-1310

Fax number: 804-675-0243

E-mail or Internet address: www.mychesterfieldschools.com

Tab 11 – 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.

Please refer to the exceptions on the following pages.



Lexia Learning Systems LLC

Statement of Exceptions and Clarifications to:
Henrico County Public Schools
English Language Arts (PK-12) Digital Curriculum for Tier I Division Level Resources
RFP No. 22-2316-3EMF

Lexia Learning Systems LLC (“Lexia”) hereby provides its Statement of Exceptions and Clarifications (“Statement”) to the above titled request for proposal (the “RFP”) of Henrico County Public Schools District (the “District”), under which Lexia will be an authorized vendor to provide its Lexia® online hosted literacy subscription products and ancillary and supplemental materials and services, as identified in its RFP proposal (each, the “Product”) to the District. This Statement clarifies and supplements Lexia’s response to the RFP (“Proposal”), as well as any resulting contract between the District and Lexia.

Additional exceptions and clarifications to the District’s RFP documentation including **Standard Terms and Conditions**, are identified as clarification comments in the following table:

Page	Section	Exception/Clarification
3; 4;	C. Accessibility; D. (b) Computer, Software, and Network Specifications 2021-2022; 3 (d) Web Accessibility; II. Services Accessibility	Lexia confirms that, for a variety of capabilities within Lexia’s program(s), the product(s) and/or service(s) it provides under this Agreement follows applicable requirements of Section 508 of the Rehabilitation Act of 1973, as amended, and WCAG 2.0 AA, with respect to accessibility for individuals with disabilities; however, features of Lexia’s program(s) are not or may not be fully compliant with all criteria, as, for example, certain aspects of Lexia’s program performance are dependent upon an audio-visually rich format. Lexia is committed to its goals of making its products as accessible as possible to learners of all abilities, and to continuously work toward enhancing the accessibility of its products to serve the needs of clients.
12	R. Ownership of Deliverable and Related Products	The District or State agency customer acknowledges and agrees that the Services are existing, commercially available SaaS-based subscriptions, provisioned in a multi-tenant, shared database architecture, with ancillary training, texts and other materials, which Lexia offers and provisions to all of its educational customers under its standard limited license terms, and all ownership or other intellectual property rights of any kind in and

Lexia Learning Systems LLC

		to the Services and/or any associated materials developed, used or provided in the course of any services, or derivatives thereof, whether or not now or in the future acquired, filed, perfected, registered or recorded, are expressly reserved to and remain the property of Lexia and/or its licensors, as set forth in the license terms. All rights relating to the Services and/or materials not expressly granted by Lexia in the license terms for the Services are reserved. The parties acknowledge that elements of the Lexia Services constitute software and documentation and are provided as “Commercial Items” as defined at 48 C.F.R. 2.101, and are being licensed to government end users solely as commercial computer software subject to restricted rights described in 48 C.F.R. 2.101 and 12.212. The parties do not anticipate or intend the creation by Lexia of any newly created intellectual property or “Works Made for Hire” (“New Work Product Deliverable”) to be owned exclusively by the customer under the Agreement, and nothing will be deemed a New Work Product Deliverable hereunder unless the development of such New Work Product Deliverable is expressly agreed and individually identified as a New Work Product Deliverable to be owned exclusively by the customer in a Lexia quote or a statement of work signed by a VP or above level representative of Lexia, on an individual case basis prior to creation.
14; 35	X. Termination of Contract	For avoidance of doubt, all terms stating that District is entitled to pro-rated pricing upon termination are clarified with the following: All Lexia software-as-a-service offerings are considered delivered in full upon activation.
41	2. Unauthorized Access or Data Breach.	The last sentence Subsection f of Section 2 of the DPA is deleted and replaced in its entirety with the following language: If requested by Division, Provider shall reimburse Division for costs incurred to notify parents/families of a breach attributable to Provider.

Tab 12 – Assumptions

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

Lexia Learning notes no assumptions beyond the exceptions and clarifications provided in Tab 11.

Tab 13 – Appendices

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

Supporting Documents

Lexia provides supporting documents as web links within the narrative and in the list below.

Core5 Reading

- [Core5 Reading Overview Brochure](#)
- [Three-Year Longitudinal Study: Impact of a Blended Learning Program— Lexia Core5 Reading—on Reading Gains in Low-SES Kindergarteners](#)
- [Core5 Reading Scope and Sequence](#)
- [Core5 Reading Navigation Guide](#)
- [Core5 Reading Instructional Materials Sampler](#)
- [Core5 Reading: Professional Learning Library](#)
- [Core5 Reading System Requirements](#)
- [Core5 Reading Technical Setup Flier](#)
- [Core5 Reading Evidence for ESSA](#)
- [Core5 Reading Alignment to Virginia English Standards of Learning and Curriculum Framework, Grades K - 5](#)

Core5 Reading Customer Success

- [Lexia Learning EULA Agreement](#)
- [Lexia Academy Flyer](#)
- [Lexia Academy Structured Literacy - Professional Learning Community Program](#)
- [Lexia eBook – Strategies to Support English Learners](#)
- [Lexia Success Partnerships](#)
- [Lexia District Success Plan](#)
- [How to Develop Scalable Remote Learning Plans: Using Familiar Frameworks to Sustain Instruction in Unfamiliar Circumstances](#)

PowerUp Literacy

- [PowerUp Literacy Overview Brochure](#)
- [PowerUp Literacy National Report: 2018 - 2019](#)
- [Supporting Struggling and Non-Proficient Readers with the Lexia® PowerUp Literacy® Program](#)
- [PowerUp Literacy Scope and Sequence](#)
- [PowerUp Literacy Navigation Guide](#)
- [PowerUp Literacy Instructional Materials Sampler](#)
- [PowerUp Literacy Professional Learning Library](#)
- [PowerUp Literacy Reports Sampler](#)
- [PowerUp Literacy System Requirements](#)
- [PowerUp Literacy Technical Setup Flier](#)
- [PowerUp Literacy Evidence for ESSA](#)
- [PowerUp Alignment to Tennessee LA Standards, Grades K-8](#)
- [PowerUp Literacy Alignment to Virginia ELA Standards, Grades K-8f](#)

PowerUp Literacy Customer Success

- [Lexia Learning EULA Agreement](#)
- [Lexia Academy Flyer](#)
- [Lexia Academy Structured Literacy - Professional Learning Community Program](#)
- [Lexia eBook – Strategies to Support English Learners](#)
- [Lexia Success Partnerships](#)
- [Lexia District Success Plan](#)
- [How to Develop Scalable Remote Learning Plans: Using Familiar Frameworks to Sustain Instruction in Unfamiliar Circumstances](#)