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

DATE:	June 30, 2025
CONTRACT COMMODITY/SERVICE: *(include contracting entity if cooperative)*	English Language Arts (PK-12) Digital Curriculum for Tier 1 Division Level Resources
CONTRACT NUMBER:	2316E
COMMODITY CODE:	924.16
CONTRACT PERIOD:	July 1, 2025 through June 30, 2026
RENEWAL OPTIONS:	One 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:	NoRed Ink Corporation
Address:	548 Market St. PMB 66984
City, State:	San Francisco, CA 94104-5401
Contact Name:	Ruth Park/ Kerri Favreau
Phone Number:	949-617-4515
Email address:	ruth@noredink.com/ kerri.favreau@noredink.com
ORACLE SUPPLIER NUMBER:	286646
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.

2025-26 pricing will reflect a 3% increase in accordance with exsisting Contract terms.

Customer name: Henrico County Public Schools

Primary contact name:

Doug Saunders

Primary contact email:
dasaunders@henrico.k12.va.us

NoRedInk Remittance Address for Checks:
NoRedink Corp
PO Box 92507
Las Vegas, NV 89193-2507

Billing address:
1001 N. Laburnum Ave
Henrico, Virginia 23223
United States

Will a PO be required? (If Yes, please provide form)

Tax exempt? (If Yes, please provide certificate)

Billing email:

Billing contact name:

Service start date:
07-25-2024
Service end date:
07-24-2025
Payment terms:
Upfront
Billing terms:
Net 30

noredink

SUMMARY

PRODUCT	SCHOOL	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
NoRedInk Premium	Rolfe Middle	NoRedInk Premium for designated number of students.	$6.37	879	$5,599.23
NoRedInk Premium	Henrico Virtual Academy	NoRedInk Premium for designated number of students.	$6.37	850	$5,414.50
NoRedInk Premium	Mills Godwin High School	NoRedInk Premium for designated number of students.	$6.37	1,830	$11,657.10
NoRedInk Premium	Deep Run High School	NoRedInk Premium for designated number of students.	$6.37	1,988	$12,663.56
NoRedInk Premium	Henrico High School	NoRedInk Premium for designated number of students.	$6.37	1,500	$9,555.00
NoRedInk Premium	Brookland Middle School	NoRedInk Premium for designated number of students.	$6.37	1,157	$7,370.09
NoRedInk Premium	Tuckahoe Middle School	NoRedInk Premium for designated number of students.	$6.37	1,109	$7,064.33
NoRedInk Premium	Glen Allen High School	NoRedInk Premium for designated number of students.	$6.37	2,013	$12,822.81
NoRedInk Premium	Short Pump Middle	NoRedInk Premium for designated number of students.	$6.37	1,130	$7,198.10
NoRedInk Premium	Douglas Freeman High School	NoRedInk Premium for designated number of students.	$6.37	1,883	$11,994.71
NoRedInk Premium	Fairfield Middle School	NoRedInk Premium for designated number of students.	$6.37	1,120	$7,134.40
NoRedInk Premium	Hermitage High School	NoRedInk Premium for designated number of students.	$6.37	1,672	$10,650.64
NoRedInk Premium	Moody Middle	NoRedInk Premium for designated number of students.	$6.37	1,115	$7,102.55
NoRedInk Premium	Varina High School	NoRedInk Premium for designated number of students.	$6.37	1,542	$9,822.54
NoRedInk Premium	J R Tucker High	NoRedInk Premium for	$6.37	1,775	

	School	designated number of students.			$11,306.75
NoRedInk Premium	Highland Springs High School	NoRedInk Premium for designated number of students.	$6.37	1,977	$12,593.49
NoRedInk Premium	Quioccasin Middle	NoRedInk Premium for designated number of students.	$6.37	1,144	$7,287.28
NoRedInk Premium	GRAD CENTER	NoRedInk Premium for designated number of students.	$6.37	18	$114.66
NoRedInk Premium	Academy at Virginia Randolph	NoRedInk Premium for designated number of students.	$6.37	143	$910.91
NoRedInk Premium	Achievable Dream Middle School - Henrico	NoRedInk Premium for designated number of students.	$6.37	50	$318.50
NoRedInk Premium	Pocahontas Middle School	NoRedInk Premium for designated number of students.	$6.37	1,109	$7,064.33
NoRedInk Premium	Elko Middle School	NoRedInk Premium for designated number of students.	$6.37	798	$5,083.26
NoRedInk Premium	L Douglas Wilder Middle School	NoRedInk Premium for designated number of students.	$6.37	780	$4,968.60
NoRedInk Premium	Hungary Creek Middle School	NoRedInk Premium for designated number of students.	$6.37	893	$5,688.41
NoRedInk Premium	Holman Middle School	NoRedInk Premium for designated number of students.	$6.37	848	$5,401.76
Onsite Training	Henrico County Public Schools	These sessions are delivered live and onsite by a NoRedInk trainer and covers between 60-80 participants per day. One trainer can support up to 20 participants in a single session	$4,400.00	6	$26,400.00
Live Virtual Training	Henrico County Public Schools	Each virtual training session can have up to 20 teachers.	$550.00	4	$2,200.00
			TOTAL:		$215,387.51

noredink

- Start date will be as stated or later pending receipt of signatures and any required documents (PO and tax exempt certificates, as applicable).
- End date will be as stated or later to maintain the term length.
- If applicable, all unused Premium training services will expire annually on the service end date.
- Training dates can only be confirmed after order forms are signed by both parties.
- NoRedInk Premium may be unavailable for some portion of July for updates and data archives.
- If applicable, state sales tax will be added to your invoice unless proof of exemption has been received by NoRedInk prior to invoicing.

Please sign and return to: kerri.favreau@noredink.com

Contract terms: This Order Form incorporates and is subject to County Contract #1267D and constitutes a binding contract entered into by and between NoRedInk Corp. ("NoRedInk"), a Delaware corporation with its principal place of business at 118 2nd Street, San Francisco, CA 94105, and Henrico County Public Schools.

noredink

NoRedInk Corp. Signature	Henrico County Public Schools Signature
Signature: **Name:** **Title: Head of Customer Success** **Date:**	**Signature:** **Name:** **Title:** **Email:** **Date:**

COMMONWEALTH OF VIRGINIA
County of Henrico

Non-Professional Services Contract
Contract No. 2316E

This Non-Professional Contract (this "Contract") entered into this _12th_ day of August 2022, by NoRed Ink Corporation (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 C. 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.
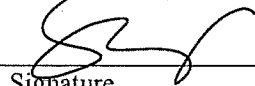
CONTRACT DOCUMENTS: This Contract hereby incorporates by reference the documents listed below (the "Contract Documents") which shall control in the following descending order:

1. This Non-Professional Services Contract between HCPS and Contractor;
2. The General Terms and Conditions included in the Request for Proposals;
3. License Agreement Addendum (Exhibit A);
4. Virginia Data Security Agreement (Exhibit B);
5. Contractor's Best and Final Offer dated May 31, 2022(Exhibit C)
6. Contractor's Original Proposal dated March 31, 2022 (Exhibit D); and
7. The Scope of Services included in the Request for Proposals;
8. Contractor's Master Service Agreement last updated July 7, 2020 (Exhibit E),

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

No Red Ink, Corporation

548 Market St. PMB 66984
San Francisco, CA 94104-5401

_____
Signature

Stephen Gardner, VP of Sales & Success
_____
Printed Name and Title

8/11/2022
_____
Date

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

_____
Signature

Oscar Knott
_____
Purchasing Director

5/12/22
_____
Date

Approved as to form:

_____
Rachel Hart Jewell
Assistant County Attorney

8/12/22
_____
Date

EXHIBIT A
LICENSE AGREEMENT ADDENDUM

The County School Board of Henrico County, Virginia (the "**County**"), and NoRed Ink, Inc. ("**Supplier**"), a California Corporation are this day entering into an agreement for English Language Arts (PK-12) Digital Curriculum for Tier 1 Division Level Resources (the "**Agreement**") and, for their mutual convenience, the parties are using the standard form contract (Terms of Service effective date April 1, 2021) provided by Supplier ("**Contract**"). This License Agreement Addendum ("**LAA**"), duly signed by the County and Supplier (each a "**Party**"), is attached to and made a part of the Agreement and the Contract by incorporation, and with the Agreement governs the use of any and all software licensed by the County under the Agreement (the "**Software**") and this LAA.

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

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

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

1. Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the Contract or requiring or permitting that any dispute under the Contract be resolved in any court other than the state courts located in Henrico County, Virginia;

2. Requiring any total or partial compensation or payment for lost profit or liquidated damages by any Customer if the Contract is terminated before the end of its ordinary term;

3. Imposing any interest charge(s) contrary to that specified by § 2.2-4347 *et seq.* of the Code of Virginia;

4. Requiring that the terms or conditions of any documents provided by Supplier supersede the terms of other contractual documents or be incorporated into other documents provided by the County or requiring that the order of controlling documents listed in the Non-Professional Services Contract No. 2316D be changed;

5. Binding the County to the laws of states other than the Commonwealth of Virginia;

6. Creating a statute of limitations that is less permissive than that created by applicable laws;

7. Allowing notice regarding the Contract to be through the user interface of the Hosted Service

8. Requiring the County to maintain any type of insurance for Supplier's benefit;

9. Granting Supplier a security interest in any property of the County;

10. Requiring the County to indemnify, defend, or to hold harmless Supplier for any act or omission;

11. 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);

12. 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;

13. Binding the County to any arbitration or to the decision of any arbitration board, commission, panel or other entity;

14. Obligating the County to pay costs of collection, court costs or attorney's fees;

15. Allowing for late payment fees which exceed 1% per month;

16. Requiring that payments be nonrefundable in the event of Termination of the Contract;

17. Requiring materials subject to the Virginia Freedom of Information Act, including the terms and conditions of the Contract and exhibits to be classified as confidential when the information is not a trade secret or proprietary information;

18. Requiring any dispute resolution procedure(s) other than those in accordance with § 2.2-4363 *et seq.* of the Code of Virginia;

19. Permitting Supplier to access any of the County's records or data, except pursuant to court order;

20. Permitting Supplier to use any information provided by the County except for Supplier's own internal administrative purposes;

21. Requiring the County to limit its rights or waive its remedies at law or in equity;

22. 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;

23. Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of the County;

24. Limiting the liability of Supplier for property damage, death, or personal injury;

25. 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;

26. 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;

27. 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;

28. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;

29. Requiring that the County waive its sovereign immunity or its immunity or deeming County responsible for acts of individual users;

30. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;

31. Requiring or construing that any provision in this Contract conveys any rights or interest in the County's data to Supplier;

32. Requiring the use of foreign currency. The currency used for the Contract will be United States Dollars;

33. Obligating the County beyond approved and appropriated funding. All payment obligations from the County under the Contract are subject to receipt of necessary appropriations from the County's Board of Supervisors. In the event of non-appropriation of funds for the items under the Contract, the County may terminate, in whole or in part, the Contract or any order, for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Supplier. The County shall provide written notice to the Supplier as soon as possible after legislative action is completed. There will be no time limit for termination due to termination for lack of appropriations;

34. Permitting unilateral modification of the Contract by Supplier without the written consent of the County

35. Incorporating documents, webpages, policies, or terms and conditions not provided as Exhibits in Non-Professional Services Contract No. 2316D through either incorporation by reference or linking;

36. Creating duties for the County under the Children's Online Privacy Protection Act, 15 U.S.C. 6501-6506

37. 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;

38. 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;

39. Renewing or extending the Contract beyond the term set forth in the Agreement or automatically continuing the Contract period from term to term;

40. 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;

41. Delaying the acceptance of the Contract or its effective date beyond the date of signing;

42. 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;

43. 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;

44. 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;

45. Prohibiting the County from transferring or assigning to any entity the Contract or any license to Software granted pursuant to the Contract;

46. 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:

47. 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.

48. 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

49. 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.

50. 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.

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

52. Payments for license fees, including subscription fees, and support services are only authorized to be made to the Supplier pursuant to the Contract.
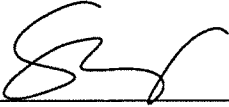
Together with the Agreement, the Contract and this LAA constitute the entire agreement between the Parties and may not be waived or modified except by written agreement between the Parties.

[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.

NoRed Ink, Corporation

By: _____
    (Signature)

Name: ___Stephen Gardner___
    (Print)

Title: ___VP of Sales & Success___

Date: ___8/11/2022___

County School Board of Henrico County, Virginia

By: _____
    (Signature)

Name: ___Oscar Knott___
    (Print)

Title: ___Purchasing Director___

Date: ___8/12/22___

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 <u>Exhibit "B"</u>:

_____

 Teacher and student data as specified in Exhibit B to provision, maintain and provide the services.
_____
_____
_____

4.   **DPA Definitions**. The definition of terms used in this DPA is found in <u>Exhibit "C"</u>. 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.

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

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 shalt 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 securly destroy all division data obtained under the service agreement. Prior to disposal of the data, provider shall notify Division in writing of it option to transfer data to a separate account, pursuant to Article 2, Section 3, above. In new event shelters provider dispose of data pursuant to this provision unless and until provider has received affirmative written confirmation from Division that data will not be transferred to a separate account.

6) **Advertising Prohibition**. Provider is prohibited from using or selling Division Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing or advertising efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to Client; or (d) use the Division Data for the development of commercial products or services, other than as necessary to provide the Service to 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

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.

A. **Term**. The Provider shall be bound by this DPA for so long as the Provider maintains or posesses 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 asuccessful 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

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
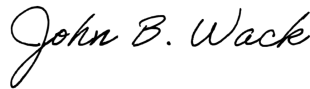
Date:
Printed Name:
Title:

Division Signature *John B. Wack*
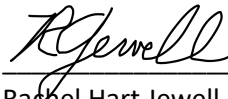
Date: 08/15/2022
Printed Name: John B. Wack
Title: Chief Financial Officer

Approved as to form:

Rachel Hart Jewell
Assistant County Attorney

8/12/22
_____
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]

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT "B"

SCHEDULE OF DATA

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

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

	number	
	State ID number	
	Provider/App assigned student ID number	x
	Student app username	x
	Student app passwords	x
Student Name	First and/or Last	x
Student In App Performance	Program/appli-cation performance (typing program-student types 60 wpm, reading program-student reads below grade level)	x
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	x
Student work	Student generated content; writing, pictures etc.	x
	Other student	

	work data - Please specify:			Other transportation data -Please specify:	
Transcript	Student course grades		Other	Please list each additional data element used, stored or collected by your application	
	Student course data				
	Student course grades/perfor-mance scores				
	Other transcript data -Please specify:				
Transportation	Student bus assignment				
	Student pick up and/or drop off location				
	Student bus card ID number				

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

OTHER: Use this box, if more space needed.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT "C"

DEFINITIONS

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

Division Data includes all business, employment, operational and Personally Identifiable Information that Division provides to Provider and that is not intentionally made generally 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

- 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: 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

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 though 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 statues; (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.
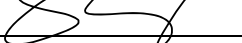
BY: _____   Date: _____

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

COMMONWEALTH OF VIRGINIA
County of Henrico

DEPARTMENT OF FINANCE
Purchasing Division

May 31, 2022

Mr. Stephen Gardner
NoRed Ink Corp.
548 Market St. PMB 66984
San Francisco, CA 94104-5401

Stevegardner@noredink.com

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

Dear Mr. Gardner:

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

Version 3.22.21

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.

For our district partners, NoRedInk provides on-demand online training, live and recorded webinars, and an online help and resource center that cover all aspects of account set-up, assignment types, and student data. There is no additional cost for the on-demand training and online resources. In addition, teachers and administrators have the ongoing support of a Customer Success Manager throughout the year to ensure a successful implementation.

Each NoRedInk Premium customer has a Customer Success Manager who assists with and coordinates a customized professional development program, program implementation and management. The Customer Success Manager can also answer both technical and instructional questions that arise during the year. In addition to working with teachers, the Customer Success Manager will lead administrators through goal setting, an initial training to walk them through NoRedInk's administrator tools and helps them oversee a successful implementation.

There is no limit to the number of participants that can access the on-demand online training or live and recorded webinars. There are nine on-demand training modules ranging from 10 to 15 minutes for a total of two hours. We also offer a free Certified Educator Program (no limits to participation) which is a total of two hours.

Getting Started
New to NoRedInk Premium? Start here!

NoRedInk Quick Start
🕐 20 minutes total

First time using NoRedInk? Learn how to manage classes, enroll students, and create your first assignment.

Unlocking NRI Premium
🕐 20 minutes total

Explore what Premium has to offer, from diagnostics to writing activities, and review teacher favorites.

NoRedInk Guide for Admins, Coaches, and Leads
🕐 15 minutes total

Leverage progress-tracking tools and learn how to support your teachers' success.

Building Units
Pick a lesson that aligns to your goals.

Fostering Growth with Grammar & Conventions
🕐 10 minutes total

Review our traditional unit that tracks student growth on grammar and conventions skills through mastery-based practice.

Developing Strong Writers
🕐 10 minutes total

Review an essay-focused unit that supports students through the writing process as they plan, draft, and revise their work.

Bridging Grammar and Writing
🕐 10 minutes total

Review a practical application unit that supports authentic skill integration as students incorporate writing skills into their own work.

Growing Success
Develop your NoRedInk toolkit.

Using Student Data to Differentiate Instruction
🕐 15 minutes total

Help every student succeed by using data to tailor your lessons.

Prepping for High-Stakes Tests with NoRedInk
🕐 10 minutes total

Align NoRedInk tools to support student achievement across state and national standards.

Supporting Students with Accommodations
🕐 10 minutes total

Use NoRedInk to support your students with unique learning needs.

Certified Educator
Become a NoRedInk Champion.

Certified Educator Program
🕐 2 hours total

Teachers who complete this program will receive a certificate for two hours of professional learning, an official badge, and the chance to provide feedback on upcoming product features!

Helpful Resources
Access supporting materials to enhance instruction.

Activity Overviews
Overviews and best practices for each activity type on NoRedInk.

Instructional Resources
Sample lesson plans, strategies, and resources for tailoring NoRedInk to meet your students' needs or specific instructional goals.

Webinars
Access pre-recorded webinars to learn more about NoRedInk features and best practices.

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. *(if required this must be added on Attachment G, Pricing Scenario)
    a. Provide the hourly rate and how many participants can attend.
    b. Would this be on-stie or virtual?

While paid Professional Learning/Development is not required, it is highly recommended for to support a District implementation. We offer a menu of live virtual and onsite Professional Development options (see attached overview):
- Live Virtual Training: One Hour Session(s), up to 20 teachers per session. The price is $500 per session.
- Live On Site Training: One Day Session(s), can be used for up to 3, 2 hour sessions accommodating 20 teachers in each. The price is $4,000 per day (inclusive of travel expenses).

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.
    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.

noredink District Professional Learning Offerings

NoRedInk's Professional Learning sessions provide teachers, instructional coaches, and administrators with the tools they need to meaningfully support student learning. Unless otherwise noted, **virtual sessions are one hour in length** and **onsite sessions are 120 minutes in length**.

NoRedInk Basics

The session included in the Basics section is **highly recommended** for all teachers new to NoRedInk Premium.

Session Name	Overview
Getting Started with NoRedInk Premium	For educators new to NoRedInk Premium. Set up classes, enroll students, and explore what activities NoRedInk has to offer.

NoRedInk Design & Assign

The sessions included in the Design & Assign section introduce a specific activity, explore possible implementation models, and provide time for teachers to create their own assignment. **Virtual sessions are 45-minutes in length.**

Session Name	Overview
Design & Assign: Planning Diagnostic	Learn how to use Planning Diagnostics to diagnose student trends as you plan for the semester or year.
Design & Assign: Unit Diagnostic	Learn how to use Unit Diagnostics to track student growth throughout a unit.
Design & Assign: Quick Write	Learn how to leverage Quick Writes to support student learning through skill application, text-based analysis, and more.
Design & Assign: Guided Draft	Learn how to employ Guided Drafts to support student-led drafting and revision.

NoRedInk Essentials

The sessions included in the Essentials section are goal-based overviews that align to district or school level outcomes. Choose **one** goal-focused session that best fits your team's needs this year.

Session Name	Overview
Developing Grammar & Conventions Skills	Review classroom implementation models that support ELA instruction as students work to master standard grammar and conventions skills.
Enhancing Writing Instruction	Review classroom implementation models that can integrate with your ELA instruction to develop students' proficiency as writers.
Bridging Grammar, Conventions, and Writing Skills	Review classroom implementation models that can integrate with your ELA instruction to develop students' mastery of grammar, conventions, and writing skills.

Level-Up with NoRedInk

The sessions in the Level-Up section include advanced, in-depth sessions to help teachers add to their NoRedInk toolkits. These sessions are recommended for teachers in their second or third year with NoRedInk Premium.

Session Name	Overview
Introducing Skills and Standards	Align NoRedInk activities to support student achievement across state and national standards. Currently only available for the following standards: ACT, SAT, Texas STAAR, Virginia SOL, South Carolina SC Ready
Using Data to Drive Instruction	A deep-dive into a traditional NoRedInk unit to review the activities and tools available for data-driven instruction.

NoRedInk Coaching Opportunities

The sessions included in the Coaching Opportunities section are focused on tailored support to facilitate a smooth implementation.

Session Name	Overview
Tracking Student Growth: Using Benchmark Assessments	A session designed for teachers to review student benchmark data to determine and plan meaningful next steps.
NoRedInk Premium Coaching: Administrators, Coaches, or Leads	An adaptable session to help school leaders support teachers who are using NoRedInk Premium. Learn how to leverage progress-tracking tools and encourage a smooth rollout.
NoRedInk Premium Coaching: Teachers	An adaptable session to help teachers or grade-level teams get the most out of NoRedInk Premium.
NoRedInk Observations & Implementation Support (onsite only)	Onsite support that includes classroom observations, teacher feedback sessions, and personalized implementation recommendations and next steps.

Additional Options

Service	Overview	Cost
District Alignment Resources	Align NoRedInk to district-specific Year-at-a-Glance or pacing documents for individual grade levels.	$500-$1000 per grade level document

Questions about what or how to schedule? Contact your NoRedInk Customer Success Manager.

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: NoRedInk Corp. Grades Submitting for:_____6-12_____		Name Of Program:___NoRedInk_____
Scenario		
Provide pricing for an annual subscription for district licenses as listed below:	**Price**	**Methodology on how price was calculated**
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	$	
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	$ 73,893.56	Applied a volume discounted per student annual license price of $6.43 based on total number of students 6-12.
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	$102,089.11	Applied a volume discounted per student annual license price of $6.43 based on total number of students 6-12.
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	$ 4,000	Standard national rate, includes travel and expenses.
Grand Total	$ 179,982.67	
Price per student based on the "Grand total" divided by the number of students the proposal is being submitted for	$ 6.58	

Attachment H

Pricing Options

Provide pricing as it relates to the proposed solution	Price
Price per Student	$ 15.75 (list price, no discounts)
Price per Teacher	$ N/A
Price per Classroom	$ N/A
Price per Site	$ 7,350 to $10.500 (based on site enrollment)
Price for District License PreK-5	$
Price for District License PreK-8	$
Price for District License PreK-12	$
Price for District License 6-8	$ 77,588.24
Price for District License 6-12	$ 175,982.67
Price for District License 9-12	$ 107,193.56
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 +)	$ 4,000
1 day of Professional Development - price per teacher	$ N/A
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	$ 4,000 (Up to 60 teachers, 3, 2 hour sessions each for 20 teachers)
1 hour, live virtual training for up to 20 teachers	$ 500

noredink

Response to:

Henrico County Public Schools Request for Proposals

RFP No. 22-2316-3EMF English Language Arts (PK-12) Digital Curriculum for Tier 1 Division Level Resources

Responses Due: April 6, 2022 at 2:00 p.m.

noredink

548 Market St.

PMB 66984

San Francisco, CA 94104-5401

Ph: 844-667-3346

Email: sales@noredink.com

Web: www.noredink.com

Stephen Gardner

stevegardner@noredink.com

(520) 591-8205

NoRedInk builds stronger writers through interest-based curriculum, adaptive exercises, and actionable data.

noredink

Table of Contents

Tab 1 – Introduction and Signed Forms

In this tab, the following items have been provided:

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

b. *Proposal Signature Sheet – Attachment A*

c. *Business Classification Form – Attachment B*

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

e. *Proprietary/Confidential Information – Attachment D*

f. *Direct Contact with Students Form – Attachment F*

g. *Addendum 1*

noredink

Dear Review Team, April 6, 2022

NoRedInk is excited to be considered for Henrico County Public Schools Request for Proposal for **English Language Arts (PK-12) Digital Curriculum for Tier 1 Division Level Resources**. Our adaptive writing platform has been nationally recognized by major districts for its innovative and revolutionary approach to streamlining the writing process for millions of students and teachers. We are now used in more than half of the school districts in the United States.

As our economy shifts to work that requires knowledge-based skills, the ability for students to think critically and write well is even more important. Students need far more writing instruction, practice, and feedback than they often receive because teachers' bandwidth is so overtaxed, and this severely limits students' growth. To develop the fundamental skills required to write, students need curriculum that sparks their curiosity, well-scaffolded exercises that model and break down difficult-to-learn concepts, an authentic purpose for writing (e.g., a platform that gives students an audience other than their teacher), a methodology for assessing and revising their own work, and lots of practice accompanied by rapid, actionable feedback.

NoRedInk stands ready to support Henrico County Public Schools' diverse learning communities where students continue to learn, grow, and thrive. NoRedInk's innovative software will support teachers as they guide HCPS students to graduate as critical thinkers and problem solvers who will know and understand how to be successful in a global society.

NoRedInk believes we are uniquely qualified to support the needs of your diverse student population. The result is more equitable access to quality writing instruction for all students. With NoRedInk, students learn to write through thoughtful modeling, engaging and carefully scaffolded exercises, unlimited practice with a rapid feedback loop, giving and receiving feedback via Peer Review, and a structured methodology for helping them iterate on their work with Self Review and Guided Drafts. NoRedInk's digital writing program enables students to tangibly improve as writers in a way that a typical basal curriculum would not.

Sincerely,

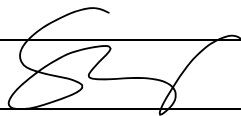Stephen Gardner, Vice President of Sales and Customer Success

NoRedInk

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):
NoRedInk Corp.
ADDRESS:
548 Market St. PMB 66984
San Francisco, CA 94104-5401
FEDERAL ID NO: 38-3893997
SIGNATURE:
NAME OF PERSON SIGNING (PRINT): Stephen Gardner
TITLE: VP of Sales and Success
TELEPHONE: 844-667-3346
FAX: 844-667-3346
EMAIL ADDRESS: rfp@noredink.com
DATE: 03/31/2022

ATTACHMENT B
BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: NoRedInk Corp.

This form completed by: Signature: _____ Title: VP of Sales and Success

Date: 03/31/2022

PLEASE SPECIFY YOUR <u>BUSINESS CATEGORY</u> 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:
_____11259157_____ **-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: NoRedInk Corp.

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

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

ATTACHMENT F
DIRECT CONTACT WITH STUDENTS

Name of Bidder: ___NoRedInk Corp._____

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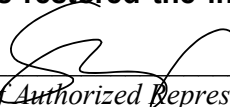
☒ **None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a violent felony set forth in the definition of "barrier crime" in Va. Code § 19.2-392.02(A);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

___Stephen Gardner_____
Printed Name of Authorized Representative

___NoRedInk Corp._____
Printed Name of Vendor
(if different than Representative)

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: Stephen Gardner

Company: NoRedInk Corp.

Date: 03/31/2022

Tab 2 – Statement of the Scope

In this tab, NoRedInk has stated our understanding of the Scope of Services requested by this RFP in Section II.

NoRedInk understands that HCPS educators and students can benefit from engaging with a range of materials and strategies to meet 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). **NoRedInk provides a comprehensive, adaptive, mastery-based writing curriculum for grades 5-12 that can support and align with Tier I curriculum content that is aligned with the Virginia Writing SOLs.** NoRedInk is pleased to meet or exceed Computer, Software, and Network Specifications as requested by the district and illustrated in our responses in Tabs 4, 5 & 6.

NoRedInk's writing platform supports teachers in weaving together the explicit instruction, repeated practice, and targeted feedback necessary to develop students into strong writers. NoRedInk guides students through the entire writing process, from pre-writing to revision. Along the way, students receive just-in-time support with interactive tutorials, model writing, and self-reflection questions. At any point in the process, teachers can reinforce specific writing skills with NoRedInk's targeted practice exercises. These **engaging multimedia-based exercises** incorporate students' interests and give students instant feedback. Teachers can also draw on NoRedInk's library of instructional resources including customizable rubrics, writing prompts, and sample lesson plans.

Authentic Assessments
Students can rearrange sentences, edit and mark up text, organize ideas into outlines, and manipulate multi-paragraph passages.

Unlimited, Adaptive Practice
Our engine differentiates instruction to meet each student's needs and to support learners when they get stuck.

Personalized, High-Interest Content
We generate every exercise from students' favorite celebrities, friends, and interests, making the content fun and relevant.

Actionable Data
Color-coded diagnostic data, growth reports, and gradebooks allow teachers and administrators to track progress in real time.

NoRedInk's **self-directed or teacher-driven** writing assignments allow students to build a portfolio of written work and engage in **highly scaffolded** drafting, revision, and peer-review process. NoRedInk guides students through the process of drafting, reflecting, and revising across multiple genres. Students receive just-in-time support with interactive tutorials, models, lessons, and self-reflection questions. These assignments provide teachers flexibility to assign daily practice as well as authentic assessments.

NoRedInk offers over 60+ language arts learning paths, each targeting a different area of the SOLs. Working on NoRedInk, students see questions that are tailored to their unique interests (e.g., their favorite celebrities, athletes, musicians, books, shows), dramatically increasing their engagement. The mastery-based assignments require students to

demonstrate a complete understanding of each skill before advancing. Every question that a student receives is determined by the answer given to the previous question. When students make mistakes, they are given immediate targeted feedback and remediation. Students can also **accelerate** when they master content.

NoRedInk's **built-in progress monitoring** allows teachers to easily track students' progress towards mastery. Teachers can give formative assessments to establish a baseline of skills for individual students and their class as a whole. The assessment data is integrated into assignment creation, allowing teachers to differentiate instruction easily and effectively. When students are struggling for any reason, NoRedInk allows teachers to drill down to understand underlying misconceptions and address specific learning gaps. At the conclusion of a unit, teachers can give summative assessments that effectively measure **student growth.** Teachers can easily filter the curriculum on NoRedInk to align their instruction with the Virginia Standards of Learning and the NWEA, SAT, and ACT exams.

NoRedInk supports a variety of instructional settings for learning opportunities and collaboration

NoRedInk's writing platform provides a variety of different types of learning experiences, allowing teachers to easily differentiate for intensive, systematic, and intensive instruction for individual, small group, and whole-class instruction. The program's 60+ learning paths contain practice exercises for students that span thousands of skills. Teachers can assign groupings of skills to students to tackle individually at their own pace. Within each learning path, a concept is broken down into targeted practice topics, which are essentially building blocks that guide students toward fluency with the standards. While usage will vary depending upon the implementation model and program goals, at a minimum we would recommend that students master 3-4 topics per week on average throughout the year. This would require 15-20 minutes of usage 3 times per week.

Support for Gifted and Talented Students

NoRedInk makes it easy for teachers to ensure that gifted and talented students are working on material that provides an appropriate level of challenge.

- NoRedInk's adaptive mastery algorithm allows gifted students to progress rapidly to more challenging content, rather than proceeding through a fixed number of questions.
- NoRedInk offers "Checkpoints" which allow students to "place out" of content that they already understand.
- Teachers can use diagnostics to identify the skills students need support with and ensure that no instructional time is spent on skills they're already proficient with.

548 Market St. PMB 66984 • San Francisco, CA 94104 • 1-844-NOREDINK

- Teachers can leverage content and standards filters to prepare students for the SAT, ACT and AP English Language exam.
- Gifted and talented students can engage in self-directed learning on NoRedInk's Learn page, which allows them to freely browse our full library of exercises and master additional skills based on their interests (see example below).
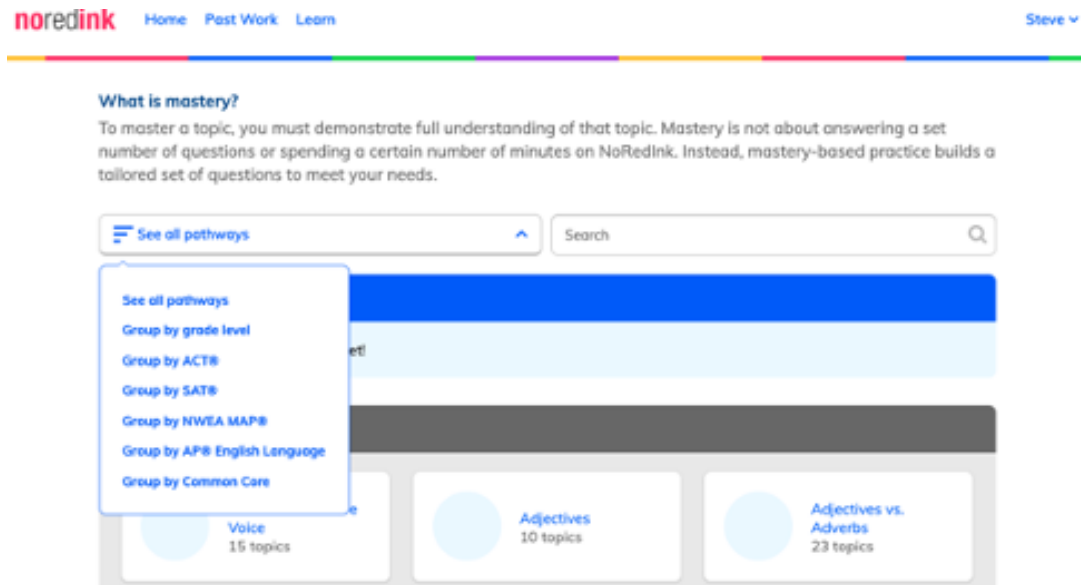
Support for English Language Learners

NoRedInk gives English Language Learners the opportunities for extended practice, explicit instruction, and scaffolded support which enable them to rapidly progress in their writing skills.

- NoRedInk's diagnostic assignments allow teachers to drill down on English Language Learners' specific needs and easily assign them practice exercises on the skill they struggle with most. As students practice, they're given instant feedback, tips, and lessons.
- NoRedInk also provides live, convenient data which helps teachers easily identify students who would benefit from additional intervention.
- NoRedInk's Guided Drafts and Self Review assignments break down the writing process step-by-step and provide scaffolds such as sentence stems. Teachers report that this scaffolding helps reduce overwhelm for ELLs, increases organization in their writing, and enables them to focus on what they want to express rather than how they'd like to express it.
- NoRedInk's anonymous Peer Review feature also allows English Language Learners to benefit from their peers' feedback in a low-stakes environment.

- NoRedInk's text-to-speech feature allows English Language Learners to access the exercises more easily by leveraging their aural skills to increase their understanding of academic, written language.

Henrico will receive a thoughtfully crafted combination of in-person, virtual, and self-driven training options that cover all aspects of account set-up, assignment types, and student data. Administrators have access to teacher and student usage and performance data at varying levels of granularity: district, school, class, and individual. In addition, teachers and administrators in Henrico have the ongoing support of a Customer Success Manager throughout the year to ensure a successful implementation of the program.

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

In this section, NoRedInk has provide appropriate documentation to support:

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

NoRedInk has been in business since 2012 and has been serving school districts for 10 years.

b. Experience with a project of this magnitude;

Educators across the county appreciate NoRedInk's high-interest content, authentic assessments, blended learning, adaptive technology, and unlimited practice.

Supporting Fairfax County Public Schools

Fairfax County Public Schools adopted NoRedInk for all 52 of their High Schools for the 2019-20 school year. The implementation has been extremely successful with broad adoption and usage. Administrator and teacher feedback has been overwhelmingly positive. As a result, the district expanded their adoption to all middle schools in 2020-21.

c. Evidence of financial stability;

We have attached our last two years of balance sheets to demonstrate our financial stability. Please see as Appendix A in Tab 13.

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

NoRedInk's prescriptive, adaptive writing curriculum is aligned with the Virginia Standards of Learning. NoRedInk makes it easy for teachers to target instruction. Teachers can draw on a variety of standard and assessment aligned resources, filters, and reporting features that help with lesson planning, track progress, and prepare their students for standardized tests. We proactively review and update our alignments annually to reflect changes and updates to standards.

- [Virginia Standards of Learning (2017) Map to NRI- Grades 3-5](#)
- [Virginia Standards of Learning (2017) Map to NRI- Grades 6-8](#)
- [Virginia Standards of Learning (2017) Map to NRI- Grades 9-12](#)

NoRedInk also includes pre-made planning diagnostics aligned to the standards.

e. Experience in K-12;

Jeff Scheur created NoRedInk in 2012 while teaching high school English in Chicago. Like so many educators, he graded well over 15,000 papers, wondering how he could develop more efficient systems to help my students quickly address their misconceptions. It's no secret that learners need immediate feedback, curriculum that stems from their interests,

and lots of practice in order to show rapid growth, and yet teachers can only do so much with large classes and limited time.

Jeff created NoRedInk to help his students improve their skills with engaging material — and to allow him to track their progress over time. It also freed him up to focus on big-picture concepts in student writing that sorely needed his attention. Now supported by a team of expert teachers, engineers, and language experts, NoRedInk's mission is to help all students harness the power of language.

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;

Case studies and research reports that document the impact of NoRedInk on student outcomes may be accessed from the below referenced link. This includes a comprehensive third-party study conducted by WestEd to investigate the correlation between NoRedInk mastery and performance on the NWEA MAP® Language Usage assessment. The study tracked the growth of 7,330 middle school students on the NWEA MAP® test between the fall and spring of the 2015-2016 school year. The study confirmed that "NoRedInk performance is a robust predictor of end-of-year language growth" regardless of race, gender, grade, and baseline MAP score. 37% of students grew by at least 200% of expected annual growth.

https://www.noredink.com/about/casestudies
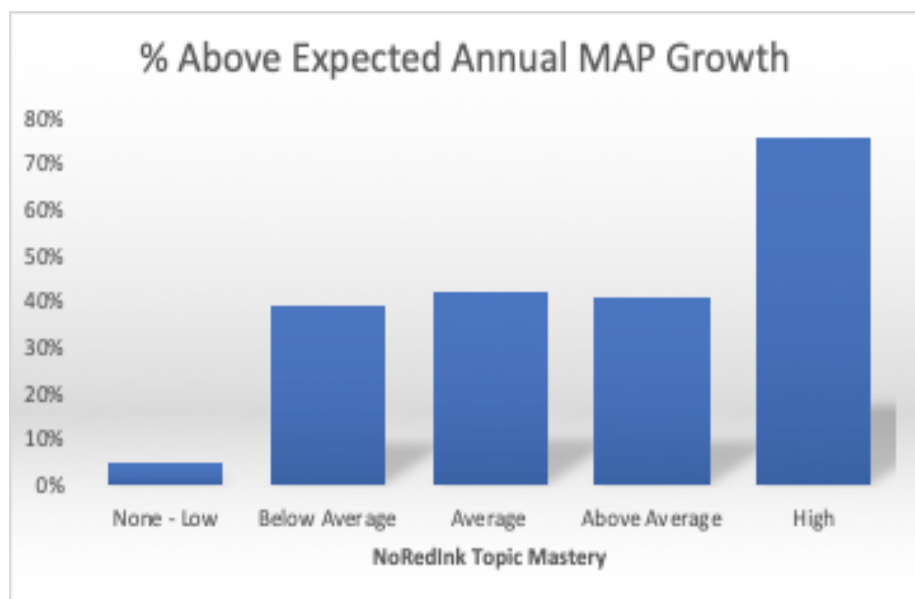
Additional articles and press releases may be accessed from the below referenced link.

https://www.noredink.com/about/press

g. Number of current customers;

NoRedInk is currently used in over half of the districts in the United States.

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

Name and Title	Experience
Rebecca Sanchez Director of Product	Rebecca has twelve years of experience leading and developing products for English Language Arts at IXL Learning and Vitalsource. As Director of Curriculum at IXL, she hired and oversaw 30 curriculum designers and managers, developed and launched the IXL English Language Arts and IXL Spanish products, oversaw the product life cycle, scaled teams of freelance writers, editors, and illustrators, and developed tools and processes to optimize content creation. As Senior Producer at VitalSource (formerly VPG Media), she simultaneously managed all aspects of the development process for as many as 10 web products for school publishers (e.g., McGraw-Hill, Pearson, Cambridge University Press, Cengage Learning, and Zaner-Bloser). She has also led cross-functional teams of software engineers, designers, and subject matter experts.
Steve Gardner VP of Sales and Success	Steve leads NoRedInk's partnerships and customer success organizations. He has over 30 years of experience working with school districts to help them effectively implement and integrate technology. Prior to joining NoRedInk, he was the SVP of Sales, Marketing and Support at Scientific Learning, VP of Sales at Learning.com, President and CEO of Apta, and founder of NovaNet. Steve is energized by bringing products to market that help improve student outcomes. Steve has a BA from Williams College and an MBA from the Wharton School
Nick Giammaria Manager of Customer Success	Nick Giammaria received a Master of Education degree from Smith College and taught all subjects in a combined 5-6th grade classroom. He has nine years of experience as a Program Director at Summer Search Boston working with low-income high school

Name and Title	Experience
	students in the Boston public school system providing social-emotional learning and college access support. At NoRedInk, Nick supervises members of the Customer Success team and provides direct customer success support for administrators in some of NoRedInk's largest East Coast districts.
Stephanie Wye Head of Curriculum	Stephanie leads NoRedInk's curriculum team and has six years of experience creating curriculum at scale. Before joining NoRedInk, she taught middle school English in Madrid and created literacy curriculum and assessments for a charter network in New York City. Stephanie holds a BA in Linguistics and Spanish from Georgetown University and an EdM in Language and Literacy from the Harvard Graduate School of Education.
Heather Lanham Customer Success Manager	Heather is our Success Team Lead and has been at NoRedInk for two-and-a-half years. She currently provides direct customer success support to schools and districts in Virginia and Florida. Prior to joining NoRedInk, Heather excelled across implementation, customer success, and curriculum teams at another education company for three years. Before that, she was a middle-school teacher and teacher-trainer for eight years. She has her master's degree in educational leadership.

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

Please refer to staff biographies above.

Tab 4 – Service Approach and Implementation

In this tab, NoRedInk as describes, in detail, our proposed solution, which includes:

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 screenshots for the product with their proposal;

NoRedInk will provide sample accounts to access materials. For a sample of NoRedInk's online content, please use the instructions below to access a demo account.

Login Information for Demo

Please find NoRedInk's demo account login details below.

demo.noredink.com/explore

Password: Sparkling water

Play around with NoRedInk's library of grammar and writing exercises. **(8 min)**

Step 1: Go to "Browse & Assign".

Step 2: Select the **"Practice"** tab and then click on **"Parts of an Essay"**

Step 3: Click on "Body Paragraphs: Claims, Evidence, and Reasoning" to view the whole pathway.

Step 4. Click the eye icon to preview the "Identifying Claims, Evidence, and Reasoning" exercise.

Step 5. Select sources, play around with that exercise, and submit mistakes to see how our engine remediates.

Once finished, spend the remainder of the 8 minutes **previewing other practice exercises of your choosing** in other pathways. You can also **search for any term** in the search bar at the top right.

Suggestion: Search for MLA, Active Passive Voice, Parallel Structure, Parts of Speech, etc.

Check out NoRedInk's standards-based mastery filters **(3 min)**

Step 1: Go to **"Browse and Assign"** or if already there...

Step 2: Select "Standards & Tests"

Step 3: Browse by alignment and click **"ACT"**

Step 4: Select ACT English Test and toggle between **Heavily Tested, Moderately Tested, etc.,** then click ACT Writing Test to see available options. "SAT" is similar. WIDA ELD standards and NWEA MAP are also available.

Step 5: Browse by alignment on the left to select by Virginia Standards.

Step 6: Click on **different grade level bands** to see how we align with each band.

Step 7: Go to the very top of the page and click on **"Student Data"**

Step 8: Click **"Mastery"**

Step 9: Click **"See all pathways"** drop down menu.

Step 10: Click on **SAT, ACT, MAP or Virginia standards** to see how teachers can easily see how well students are mastering skills based on standards.

Check out NoRedInk's diagnostics **(5 min)**

Step 1: Click the **"My Assignments"** button at the top of the page.

Step 2: Scroll down to find In Progress assignments and click the **chart icon (Results)** for the **"Planning Diagnostic - Semester 1"**.

Step 3: Click **"Show Student Names"** under any skill to see how each student performed.

Teachers can create a Planning Diagnostic to get a broad strokes assessment of students' understanding of any of the skills on the site. This is just to give a general sense of which skills might need immediate addressing and for which students.

Step 4: Click **"Start Unit"** to see how a pre-test will be queued up for the teacher if you want to start a unit.

Step 5: Click on **"Choose students"** to see how a teacher can assign anything to either an entire class or individual students. Sort by Performance.

Step 6: Click **"My Assignments"** back at the top of the screen to get back to Assignments main page.

Step 7: Scroll midway to click on "+ show more in-progress assignments"

Step 8: Click on chart icon (results) for "Growth Quiz: Misplaced and Dangling Modifiers".

Step 9: Click on Gloria Gopher's name in the Basic performance category.

Growth quizzes show the progress between a pre-test unit diagnostic and a post test growth quiz. Teachers can see exactly which skills students still need help with and can follow up by assigning those individual sub-skills to the student to master.

Review NoRedInk's Quick Writes library **(4 min)**

Step 1: Step 1: Click on **"Browse & Assign"**

Step 2: Click on **"Writing"**

Step 3: Click on "Quick Writes > Browse Prompts"

Step 4: Read through available prompts, recommended: Skill-Building, Featured > Previously Featured, Featured > Most Popular, Texts by Theme, Just for Fun, and Test Prep.

Step 5: At the top of the main page, click the **eye icon** on to view the student experience.

Quick Writes is designed to be a lightweight, low-friction way to get students writing more frequently across the curriculum. Teachers can customize prompts, grading options, a word count minimum, and provide focus points for students to keep in mind while writing.

Play around with NoRedInk's self driven essay builder (Guided Drafts) and essay revisor (Self Review) **(8min)**

Step 1: Click on **"Browse & Assign"**

Step 2: Click on **"Writing"**

Step 3: Click on "Guided Draft > Browse Prompts"

Step 4: Notice all the genres available, including State Test Essays, then click **"Argumentative"**

Step 5: Click on "Argumentative text sets"

Step 6: Click on "Working with Robots"

Step 7: Click the **eye icon** to preview one of the Text Based Guided Drafts

Step 8: Click on the different components of the essay and see how the left toolbar changes to correspond. Play around with the tutorials, examples, tips and tricks.

View teacher's side of Guided Drafts

Step 1: Go back to "My Assignments" and scroll to +show more in-progress assignments

Step 2: Click the view writing icon for "Rhetorical Analysis: "Give Me Liberty or Give Me Death""

Step 3: Click on **"Grade"**

Step 4: Explore what grading a Guided draft looks like. Toggle between Draft histories. Use the rubric to score. Leave in-line comments.

Step 5: When you've sufficiently explored this, we'll head to Self Review.

Guided Drafts provides just-in-time support to show students helpful definitions, interactive tutorials, exemplars, and even tips and tricks, so students can help themselves without the teaching being the bottleneck. Teachers can also customize their rubrics and limit writing to specific parts of the essay in order to further scaffold the writing process. Fewer hands raised, means more time for you to focus on the things you want!

Self Review - student side

Step 1: Go back to your **"My Assignment"** page

Step 2: Click eye icon for Expository Essay - Self Review.

Step 3: Follow the prompts and experience Self Review as a student would.

Step 4: Experiment by clicking **Not Yet** and **Sort of** to see what help we give students. You can also click the **"Show me how"** or **"Show me some ____"** to see what examples students will encounter.

Self Review - teacher side

Step 1: Go back to your **"My Assignment"** page

Step 2: Click on the view writing icon for **Expository Essay - Self Review.**

Step 3: Click **"Grade"**

Step 4: Click on the **"Compare with rough draft"** box to see how teachers can view the changes between drafts.

Step 5: Click on the **"Responses"** tab to view the different responses a student gave.

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.)

NoRedInk would request that our Master Terms of Service (link here) be incorporated into any final agreement.

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

Our Terms of Service can be found here.

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

The school or district may provide consent as NoRedInk use is limited to the educational context per the following federal guidelines. Many school districts contract with third-party website operators to offer online programs solely for the benefit of their students and for the school system – for example, homework help lines, individualized education modules, online research and organizational tools, or web-based testing services. In these cases, the schools may act as the parent's agent and can consent under COPPA to the collection of kids' information on the parent's behalf. However, the school's ability to consent for the parent is limited to the educational context – where an operator collects personal information from students for the use and benefit of the school, and for no other commercial purpose.

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

SAMPLE: 2022-23 Implementation and Professional Development Plan

Project Plan Key

All Teachers, Instructional Leads, Administrators, District Staff

July 2022, or as requested

Goals & Kick Off: Identify your outcomes and your definition of a successful year, preview the data used to track your staff's usage, and confirm training plan

Semester 1, or as requested

Kick Off Training (Getting Started for newer teachers or a selected NoRedInk Essentials session; session can also be segmented by middle school vs high school level)

NoRedInk Premium Coaching training: An adaptable session to help school leaders support teachers who are using NoRedInk Premium. Learn how to leverage progress-tracking tools and encourage a smooth rollout. We suggest one session for instructional leads and one session for administrators.

Debrief/Review Professional Development Progress

NoRedInk Design & Assign sessions focused on district goals (Planning Diagnostics, Unit Diagnostics, Quick Writes, or Guided Drafts; can be segmented by grade level)

As Needed Support: Zoom office hours, follow up calls

Check In Call: Focus on reviewing teacher activation and early usage

Semester 2, or as requested

Targeted campus-based and goal-based support via NoRedInk Essentials and Design & Assign sessions

noredink

548 Market St. PMB 66984 • San Francisco, CA 94104 • 1-844-NOREDINK

Level-Up with NoRedInk for advanced teachers

Impact Call: Review progress against goals, identify additional improvements and support options, planning for Year 2

2021-22 Professional Development Menu **(for reference, updates coming for 2022-23)**

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

In this tab, NoRedInk has describes, in detail, how the proposed solution meets the technical requirement of the RFP, including these requested sections:

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

NoRedInk maintains a better than 99.9% availability and can accommodate concurrent users.

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

Account provisioning and maintenance can either be done through the NoRedInk application user interface or through a third-party system such as Clever, Canvas, or Google.

c. Describe the data exchange process in detail;

Details are included in the [NoRedInk Data Privacy addendum](#).

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;

There are no limitations on the number of teachers for a class or the number of schools associated with teachers and students.

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

We don't have any features that consume a significant amount of network bandwidth.

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

NoRedInk uses minimal bandwidth in order to maintain concurrent access to all users.

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).

NoRedInk's Schoology integration allows you to seamlessly create NoRedInk assignments for your classes all within Schoology. Assignments created in NoRedInk will draw from your existing class rosters in Schoology, and NoRedInk grades will automatically sync to your Schoology gradebook.

Tab 6 – Infrastructure and System Administration

In this tab, NoRedink has provided information regarding our SaaS infrastructure and system administration as described in the Scope of Services, including these requested sections:

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

NoRedInk is self-hosted and therefore we have answered b.1.-b.12.

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.

All of our application servers and databases are hosted on AWS (Amazon Web Services), with the top industry standards of security and access control. Access to our production infrastructure such as applications servers is permission controlled through Amazon Web Services (AWS) Identity and Access Manager (IAM) (https://aws.amazon.com/iam) policies.

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.

NoRedInk is deployed across multiple availability zones to ensure redundancy. All databases have a hot-standby replica that can be switched over in case the main instance fails. NoRedInk maintains daily backups for a period of 30 days. NoRedInk is deployed across multiple availability zones to ensure redundancy. All databases have a hot-standby replica that can be switched over in case the main instance fails. Cloudflare is used to mitigate denial of service attacks.

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

NoRedInk encrypts data in transit via TLS 1.2 using up-to-date cryptography standards including keeping cipher suites up to date and disallowing insecure ciphers.

NoRedInk additionally encrypts select application data at rest, and application servers do not accept non-TLS connections from browsers.

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

Partially Compliant.

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

NoRedInk uses AWS as its main service provider. The infrastructure is written as code and is committed to the source repositories. This allows restoration of the infrastructure in case of major incidents. NoRedInk maintains daily backups for a period of 30 days. NoRedInk is deployed across multiple availability zones to ensure redundancy.

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

NoRedInk can be accessed from any internet connection. NoRedInk compresses and minifies assets to facilitate connection in high latency or low bandwidth environments.

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

At any time, customers may export their data directly from the NoRedInk Service. At the conclusion of a contract term (school year), NoRedInk securely archives all client data. Upon written request by Client within sixty (60) days of the effective date of termination, NoRedInk shall make available to Client a file of Client Data and/or permanently delete the data.

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.

NoRedInk uses in-app notifications to notify teachers and students of scheduled maintenance. If requested, NoRedInk can also notify district administrators via email. For downtime periods in school hours less than 5 minutes, the notification is given 24 hours in advance. For downtime periods less than 20 minutes, the notification is given 48 hours in advance. For longer maintenance windows, notification is given 3 days in advance. We schedule maintenance and upgrades outside of typical school hours in the United States. NoRedInk maintains a better than 99.9% availability.

9) Any tools available to measure system responsiveness.

NoRedInk uses in-app notifications to notify teachers and students of scheduled maintenance. If requested, NoRedInk can also notify district administrators via email. For downtime periods in school hours less than 5 minutes, the notification is given 24 hours in advance. For downtime periods less than 20 minutes, the notification is given 48 hours in advance. For longer maintenance windows, notification is given 3 days in advance. We schedule maintenance and upgrades outside of typical school hours in the United States. NoRedInk maintains a better than 99.9% availability.

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

NoRedInk is a web-based platform accessed through a browser. Documentation regarding data processing sensitivity, owners, retention, and disposal are tracked in a Data Privacy Management system.

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.

NoRedInk uses in-app notifications to notify teachers and students of unscheduled maintenance. If the service is not accessible due to the cloud service provider being down, an alternate landing page is hosted by a separate provider.

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.

Installation or configuration on an HCPS network or devices is not required. NoRedInk is a web-based platform accessed through a browser.

Standard Support-NoRedInk allows support tickets to be sent at https://www.noredink.com/support/. Support is provided between 8 AM EST and 6 PM EST.

Knowledgebase Support- NoRedInk provides a searchable online knowledge base, available at https://noredink.zendesk.com/. It contains a comprehensive catalog of articles and tutorials for students, teachers and parents.

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).

NoRedInk's Schoology integration allows teachers to seamlessly create NoRedInk assignments for classes all within Schoology. Assignments created in NoRedInk will draw from your existing class rosters in Schoology, and NoRedInk grades will automatically sync to the Schoology gradebook.

Tab 7 – Reporting and Monitoring

In this tab, NoRedInk has provided the following information regarding reports and monitoring:

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

In addition to administrator and teacher access to live data on student progress NoRedInk offers dozens of different student interfaces that help students understand and monitor their *own progress.*

NoRedInk's Quick Writes, Guided Drafts and Self Review are self-driven modules that allow students to receive support as they draft, edit, and revise essays across a host of genres (e.g., Persuasive, Argumentative, Expository, Literary Analysis). Students can directly submit their own writing via our Quick Writes, Guided Drafts, Self Review, and Peer Review assignments. These short and extended-response platforms include different amounts of scaffolding depending on teachers' needs.

As students progress through Self Review, they interact with different components of their essays, answer targeted questions designed to guide them through the revision process, and make improvements to their compositions.

noredink	**Persuasive Essay Self Review** Step 2 of 4: Revise	Not yet saved	**Save & exit**

✎ Edit writing

Highlight Your Writing
Introduction

Let's start at the beginning! **Highlight your intro paragraph.**

⑦ Show me an intro!

Continue

● ○ ○ ○ ○ ○ ○

Bullying hurts. It's time to stop it.

Imagine walking down the hallway at school. You turn the corner and see a classmate backed against the wall with another student bullying him. What do you do? Our school should not have bad situations like this happening. There is a lot of bullying happening at our school and around the country.

We need to take action because bullying hurts people. It hurts people who are bullied and people who are just afraid of being bullied next. For instance, the US Department of Health and Human Services reports that over 30% of high school students show signs of depression ("United States Adolescent Mental Health Facts"). In addition, this really just needs to stop. It would be great if everybody was nice.

✎ Edit writing

⚖ Rate Your Writing
Introduction

Imagine you are a reader seeing this essay for the first time. **Does the introduction grab your attention?**

🌱 Not yet

🌿 Sort of

🌳 Definitely!

ⓘ What does a strong intro look like?
● ● ● ● ● ● ●

Bullying hurts. It's time to stop it.

Imagine walking down the hallway at school. You turn the corner and see a classmate backed against the wall with another student bullying him. What do you do? Our school should not have bad situations like this happening. There is a lot of bullying happening at our school and around the country.

We need to take action because bullying hurts people. It hurts people who are bullied and people who are just afraid of being bullied next. For instance, the US Department of Health and Human Services reports that over 30% of high school students show signs of depression ("United States Adolescent Mental Health Facts"). In addition, this really just needs to stop. It would be great if everybody was nice.

When students note that their writing "doesn't yet" or "sort of" meet the desired criteria, they are given helpful hints, instruction, and exemplars to utilize in their revisions.

✏ Revise Your Writing
Introduction

Good catch! Let's make your introduction grab your reader's attention.

Try one of these strategies to revise your intro:

- Try searching for a surprising fact or interesting quote related to your thesis.
- You can also think about your own experiences and share a short but powerful story.

ⓘ Show me how!

Continue

● ● ● ● ● ● ●

Bullying hurts. It's time to stop it.

Imagine walking down the hallway at school. You turn the corner and see a classmate backed against the wall with another student bullying him. What do you do? Our school should not have bad situations like this happening. There is a lot of bullying happening at our school and around the country.

We need to take action because bullying hurts people. It hurts people who are bullied and people who are just afraid of being bullied next. For instance, the US Department of Health and Human Services reports that over 30% of high school students show signs of depression ("United States Adolescent Mental Health Facts"). In addition, this really just needs to stop. It would be great if everybody was nice.

Example ✖

To make your **hook** more engaging, try one of these strategies:

- search for a **surprising fact** or **interesting quote** related to your thesis
- think about your own experiences and share a **short but powerful story**

Here's an example of an introduction that doesn't grab the reader's attention. The fact in the opening statement is true, but it isn't very surprising or interesting.

> ✖ **Introduction Doesn't Grab the Reader's Attention**
>
> Almost all teenagers own a smartphone, and many of them use their phones to communicate with their friends. Young people are in constant contact with one another, but are we building meaningful relationships? Instead of spending quality time together in person, we waste hours staring at screens, scrolling through social media posts. Rather than bringing us closer together, smartphones have negatively impacted teenagers' social lives.

An example of an activity that's well suited for whole-class instruction is shown below. In the activity, students first individually try to guess whether a cat or a dog is responsible for knocking over the potted plant, and after students choose and write about a piece of evidence, teachers often lead a whole-class discussion on how students weighed different pieces of evidence.

548 Market St. PMB 66984 • San Francisco, CA 94104 • 1-844-NOREDINK
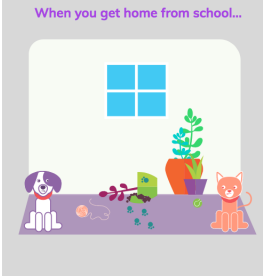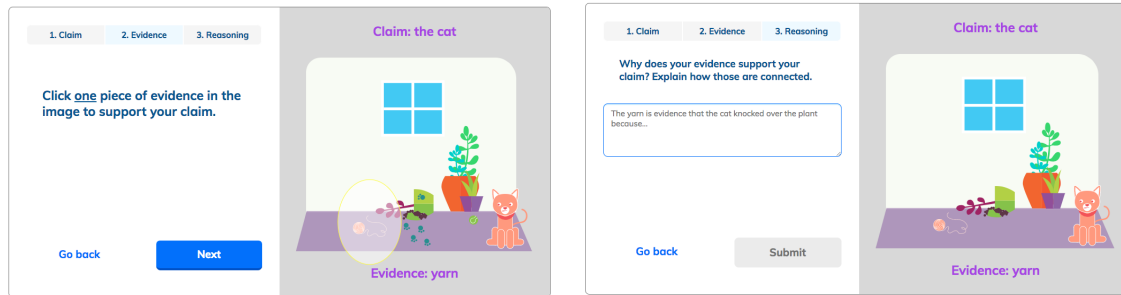
Teachers also frequently use NoRedInk's interactive tutorials, mini-lessons, and exemplars in whole-class instruction formats to expose students to new concepts or review concepts that the class is struggling with as a whole.

The platform's Peer Review system fosters collaboration by allowing groups of students to review each other's work using a structured and research-backed methodology. In one activity, after students individually highlight wordy portions of peers' thesis statements, each student can then see a heat map that overlays all the feedback she's received from different peers to best enable her to make choices about what to revise. Additionally, students can star the feedback from their peers that has been most helpful to them before setting revision goals.
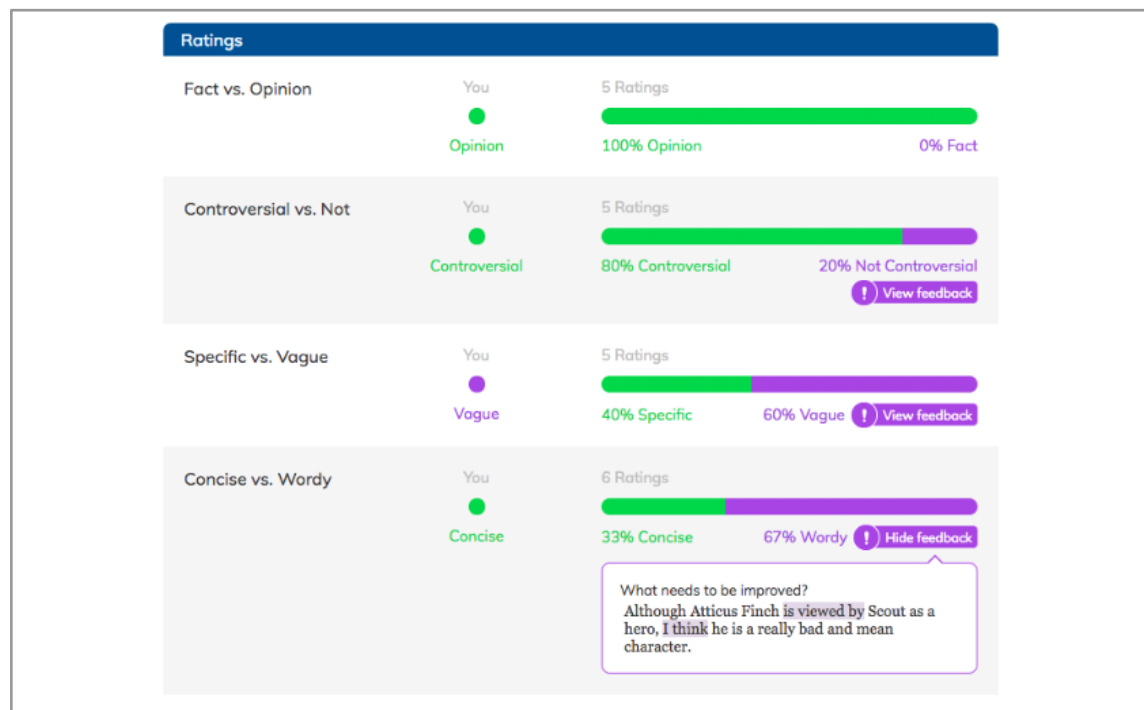
Concise vs. Wordy

You — Concise

6 Ratings — 33% Concise — 67% Wordy ! Hide feedback

What needs to be improved?
Although Atticus Finch is viewed by Scout as a hero, I think he is a really bad and mean character.

Review comments from your classmates and star those that are most helpful.

Although Atticus Finch is viewed by Scout as a hero, I think he is a really bad and mean character.

Comments	⭐ to save helpful feedback
Ms. Teacher's comment: Great start! You've laid out a controversial and defendable argument. I'd focus on strengthening your word choice. Selecting more precise language will make your thesis more powerful.	⭐
You can remove phrases like "I think." Since you're the one writing, we can assume you're the one thinking. That minor edit would make this more concise.	⭐
I wouldn't have thought of this! Great job!	☆
"is viewed by" is passive voice. Saying something like "Scout views" is more direct and will make your argument stronger.	⭐
I totally disagree! Atticus is obviously not a bad person.	☆
This was a cool angle to take. "Hero" and "teacher align just enough for this to work.	☆
"Mean" made me pause. I wondered things like "What makes him mean?" Personally, I think of Atticus as a hero, so you'll need really strong word choice to convince me otherwise.	⭐

🚩 Flag comments as inappropriate

> Prompt
> Ratings

Continue to Set Goals

Practice, peer review, and revision can also be **differentiated** to any level the teacher desires. One of the primary benefits of having a platform that automatically grades practice exercises and diagnostics is how effortless it becomes to segment student groups.

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

On NoRedInk, teachers can access live data on student progress. This enables teachers to easily identify students who are struggling or would benefit from additional support.
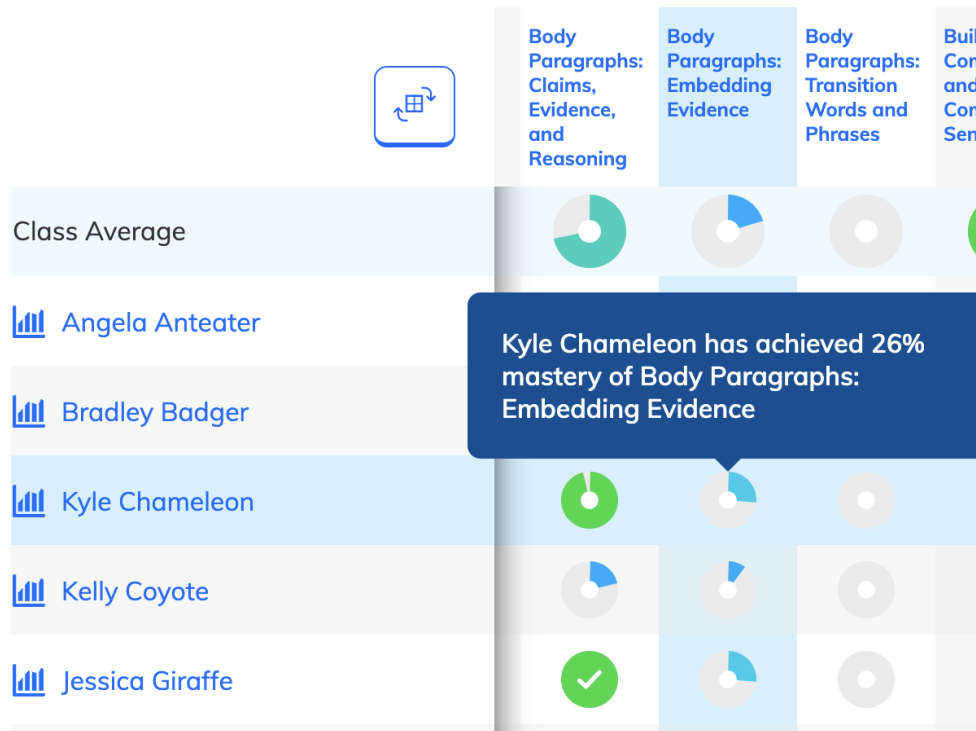
Teachers can also view students' writing as they compose in real-time.

< Joshua Giraffe

⊞ Copy essay

☀ Joshua hasn't submitted anything yet. You will be able to comment and grade once the assignment is submitted.

Bullying hurts. Let's do something about it.

Imagine walking down the hallway at school. You turn the corner and see two classmates up ahead. One of them yells menacingly while pinning the other up against the wall. What do you do? Do you pretend you didn't see anything, or do you tell the bully to back off? Here's the truth: this storey happened to me, and I walked away. But I can no longer watch silently as my classmates are mistreated, and neither should you. In my opinion, it's time for students to take action to stop bullying.

Many students do not think

548 Market St. PMB 66984 • San Francisco, CA 94104 • 1-844-NOREDINK

Additionally, teachers can assign a Diagnostic or Growth Quiz to assess student progress on specific skills. Teachers simply select the skills they'd like students to focus on, then NoRedInk generates the assessment questions, grades automatically, and provides actionable data. In the screenshot of a Diagnostic below, the teacher can use the performance bands to decide which students to pull for a small-group intervention.

‹ **Assignment Results**

Class: 1st Period English

Planning Diagnostic: Planning Diagnostic - Semester 1

Class Performance   Item Analysis

Legend: ● Struggling ● Beginning ● Approaching ● Proficient ● Incomplete

Misplaced and Dangling Modifiers | 53% | 7% | 20% | 20% | Start unit

Hide Student Names ▲

Struggling	Beginning	Approaching	Proficient
Bradley Badger	Angela Anteater	Jessica Giraffe	Michael Manatee
Kyle Chameleon		Leonard Lynx	Patrick Platypus
Kelly Coyote		Victor Viper	Sally Salamander
Gloria Gopher			
Olivia Otter			
Ronald Rabbit			
Trevor Turkey			
William Wolverine			

Subject-Verb Agreement I | 47% | 13% | 27% | 13% | Start unit
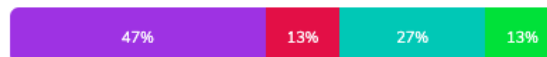
Show Student Names ▾

Parallel Structure | 27% | 40% | 20% | 13% | Start unit

Show Student Names ▾

The teacher can easily reference students' mastery levels when deciding which students would benefit from additional skill practice.

✔	Unit Diagnostic	Edit
✔	18 topics, 20 questions, 13 – 20 minutes	Edit
3	Assign	

Assign to

☑ **1st Period English** P ﹀ Hide students (18/18 assigned)

↓ A - Z   ↕ Performance ?

☑ Kira Albany	● Incomplete
☑ Angela Anteater	● Approaching
☑ Bradley Badger	● Approaching
☑ Kyle Chameleon	● Proficient
☑ Kelly Coyote	● Beginning
☑ Jessica Giraffe	● Proficient
☑ Gloria Gopher	● Beginning
☑ Ember Johnson	● Incomplete
☑ Leonard Lynx	● Incomplete
☑ Michael Manatee	● Beginning

✖ Identifying Modifiers

✖ Identifying Modified Words

✖ Identifying Modifiers and Modified Words P

✖ Is the Modifier Misplaced? P

✖ Is the Modifier Dangling? P

✖ Evaluating Modifiers P

✖ Does the Sentence Have a Misplaced Modifier? P

Show 11 more topics

20 ⌄   13 – 20
questions   minutes estimated

After assigning additional practice, teachers can view students' progress relative to the initial Diagnostic. This easy-to-read Growth Quiz has several benefits. We're able to see right away which band each of our students now resides in. The color on the left indicates where they started and the number to the right of their names shows the average percent growth.
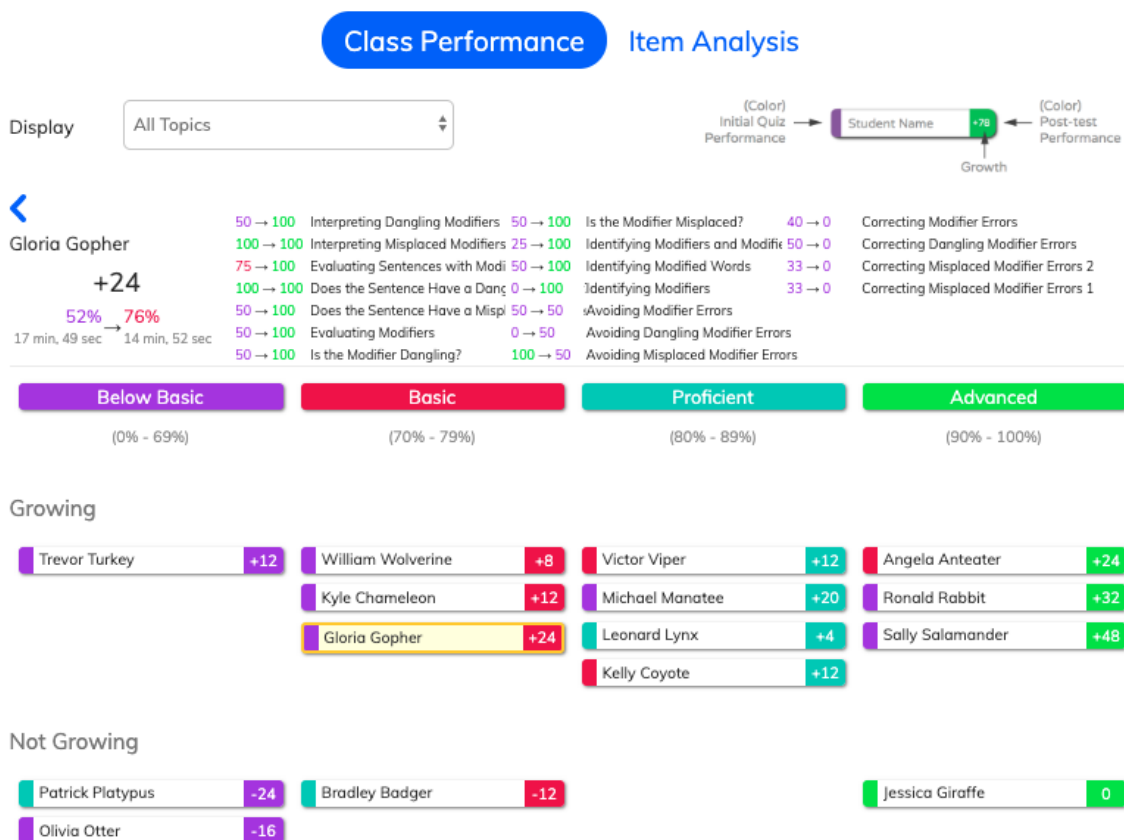
The teacher can also dig deeper into the results for any individual student to identify that student's misconceptions. This level of granularity in differentiation provides unique benefits for teachers who want to quickly identify and target the specific sub-skills their students require assistance in. For instance, in the screenshot above, the teacher can click on Gloria's name to see a full breakdown of her scores on each sub-skill.

Tab 8 – Training and Professional Development

In this tab, NoRedInk has described the training and professional development that is included with the proposed solution. This includes 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.

For our district partners, NoRedInk provides virtual and self-driven training options that cover all aspects of account set-up, assignment types, and student data. In addition, teachers and administrators have the ongoing support of a Customer Success Manager throughout the year to ensure a successful implementation. Administrators have access to teacher and student usage and performance data at varying levels of granularity: district, school, class, and individual.

Each NoRedInk Premium customer has a Customer Success Manager who assists with and coordinates a customized professional development program, program implementation and management. The Customer Success Manager can also answer both technical and instructional questions that arise during the year. In addition to working with teachers, the Customer Success Manager will lead administrators through goal setting, an initial training to walk them through NoRedInk's administrator tools and helps them oversee a successful implementation.

Our Customer Success Team also provides on-site professional development, coaching and monitoring. We have experience managing large, complex, multi-school implementations with a customized professional development program. For example, we recently completed implementation and training for all 52 of Fairfax County Public School District high schools.

In addition to on-site, face-to-face training, modeling and mentoring, NoRedInk provides virtual training, self-guided online training, a Customer Success Manager, a staffed support center, and an online help library. In live virtual training, NoRedInk staff can answer questions and walk teachers through technical aspects of account and class set-up, assignment types and flow, using data to inform instruction, and best teacher practices with NoRedInk.

The total number of training hours will vary with the implementation and professional development model (combination of in-person, live virtual and on demand virtual). We recommend that teachers complete 2 hours of training.

Service type	Price	Number of sessions	# of teachers per session
In-Person Professional Development	$4,000 per trainer day including expenses	3-4 (up to 6 hours total): 3 sessions for new teacher training or train-the-trainer (2 hours each) 4 sessions for advanced (90 minutes each)	up to 20
Live Virtual Professional Development	$500 per session	1 (or up to 1 hour)	up to 15

Tab 9 – Pricing

In this tab, NoRedInk has provided a detailed pricing schedule. The price includes all costs associated with providing the services and materials outlined in Sec. II of this RFP.

NoRedInk will provide all services as outlined in our proposal.

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: NoRedInk Corp. Grades Submitting for:_____6-12_____	Name Of Program:___NoRedInk_____	
Scenario		
Provide pricing for an annual subscription for district licenses as listed below:	**Price**	**Methodology on how price was calculated**
46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640	$	
12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952	$ 73,893.56	Applied a volume discounted per student annual license price of $6.43 based on total number of students 6-12.
10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714	$102,089.11	Applied a volume discounted per student annual license price of $6.43 based on total number of students 6-12.
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.	$ 4,000	Standard national rate, includes travel and expenses.
Grand Total	$ 179,982.67	
Price per student based on the "Grand total" divided by the number of students the proposal is being submitted for	$ 6.58	

Attachment H

Pricing Options

Provide pricing as it relates to the proposed solution	Price
Price per Student	$ 15.75 (list price, no discounts)
Price per Teacher	$
Price per Classroom	$
Price per Site	$ 7,350 to $10.500 (based on site enrollment)
Price for District License PreK-5	$
Price for District License PreK-8	$
Price for District License PreK-12	$
Price for District License 6-8	$ 77,588.24
Price for District License 6-12	$ 175,982.67
Price for District License 9-12	$ 107.193.56
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 +)	$ 4,000
1 day of Professional Development - price per teacher	$
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	$ 4,000

Tab 11 – Exceptions

This section has been intentionally left blank.

Tab 12 – Assumptions

This section has been intentionally left blank.

Tab 13 – Appendices

Appendices included:

- **Appendix A – Financial Documentation**

NoRedInk

Balance Sheet

As of December 31, 2021

	TOTAL	
	AS OF DEC 31, 2021	AS OF DEC 31, 2020 (PP)
ASSETS		
Current Assets		
Bank Accounts	$42,708,701.01	$10,736,590.38
Accounts Receivable	$1,670,810.58	$1,195,455.35
Other Current Assets	$754,202.53	$451,776.65
Total Current Assets	**$45,133,714.12**	**$12,383,822.38**
Fixed Assets	$10,184.33	$35,140.65
Other Assets	$1,369.74	$149,685.80
TOTAL ASSETS	**$45,145,268.19**	**$12,568,648.83**
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable	$341,879.41	$40,628.26
Credit Cards	$164,887.74	$87,788.03
Other Current Liabilities	$20,962,483.85	$14,483,287.38
Total Current Liabilities	**$21,469,251.00**	**$14,611,703.67**
Total Liabilities	**$21,469,251.00**	**$14,611,703.67**
Equity		
30005 Opening Balance Equity	-683.37	0.00
31000 Equity Investments	38,736,356.22	13,915,816.87
31020 Paid in Capital	237,395.89	30,711.66
39000 Retained Earnings	-15,989,583.37	-13,568,832.81
Net Income	692,531.82	-2,420,750.56
Total Equity	**$23,676,017.19**	**$ -2,043,054.84**
TOTAL LIABILITIES AND EQUITY	**$45,145,268.19**	**$12,568,648.83**

NO RED INK MASTER SERVICE TERMS
(last updated July 7, 2020)

The following terms and conditions, including those documents incorporated herein by reference (collectively, the "**Terms**") are a legal contract between NoRedInk Corp. ("**NoRedInk**") on the one hand, and you and your employer (collectively, "**Client**") on the other. By approving an Order Form, having access to, receiving, and/or using the Services provided by NoRedInk you agree, on behalf of Client, without limitation or qualification, to be bound by and to comply with these Terms. Client may not use the Hosted Service or accept Professional Services unless it accepts these Terms and has the power and legal right to form a contract with NoRedInk under these Terms. Any individual using, accessing or procuring Services in the name of or as part of such individual's responsibilities within an organization, or who submits to the Hosted Service data controlled by such organization, represents and warrants that such individual is authorized and intends by those actions to bind such organization to these Terms.

Each Order Form will be deemed to incorporate these Terms as published by NoRedInk on the effective date of such Order Form.

1. Definitions.

"**Agreement**" means these Terms and each Order Form agreed by the parties.

"**Client Data**" means any electronic data, information or material, including content created by Users and personal information, provided or submitted to NoRedInk by Client or Users to or through the Hosted Service.

"**Hosted Service**" means, collectively, those hosted service(s) set forth in an Order Form(s) made available by NoRedInk, through the use of (and including) NoRedInk's cloud platform, proprietary software and associated documentation.

"**Order Form**" means the an online or written order form or account setup form for the Service, a statement of work for Professional Services, or another written agreement, submitted by Client and accepted by NoRedInk from time to time, specifying, among other things, the number of licenses, services, fees, the Service Term and other charges as agreed to between the parties, but which does not contain any modifications of or amendments to these Terms.

"**Professional Services**" means the professional consulting service(s) as set forth in an Order Form(s) made available by NoRedInk, and collectively with the Hosted Service, the "**Services**".

"**Service Term**" means the term during which NoRedInk will provide the Services to Client as specified in each Order Form. Each Service Term commences upon the later of the execution of the Order Form for such Service Term or the designated Service Term start date on such Order Form.

"**Staff Users**" means Client's employees and contractors who are authorized to use the Hosted Service as a teacher or administrator.

"**Student Users**" means students authorized by a Staff User to use the Hosted Service as a student, and collectively with the Staff Users, "**Users**".

2. Services.

2.1   **Hosted Service.** Subject to these Terms, NoRedInk grants Client and its Staff Users a non-exclusive, non-transferable, non-sublicensable right during the Service Term to access and use the Hosted Service, and NoRedInk will make the Hosted Service available to for its intended pedagogical purpose in accordance with these Terms and the Order Form(s). Client's use of the Hosted Service is subject to the limitation on the number of Users specified in the relevant Order Form and payment of the fee specified in the relevant Order Form if Client exceeds the User limit. NoRedInk may in its sole discretion change the Hosted Service without materially decreasing the functionality of the Hosted Service. Other than as expressly set forth in these Terms, no license or other rights are granted in the Services, NoRedInk expressly reserves all such rights and all title and interest in and to the Services and all intellectual property rights therein.

2.2   **Access**. NoRedInk will provide Client's Users access to the Hosted Service pursuant to password protected user accounts. NoRedInk will send instructions to Staff Users, including Client-designated administrator Staff Users (each an "**Admin**") regarding the administrative tools made available to Client, and will provide Admins with

appropriate administrative credentials. The Admin tools and other Staff User tools allow a variety of actions, including, for example, the creation of additional Admins, approving or rejecting individuals as Staff Users and Student Users, viewing and allowing the viewing of the information of other users, particularly Student Users, and editing or deleting from the Hosted Service information (including Client Data) submitted by other Users. All actions taken using the Admin and Staff User tools will be deemed approved by Client.

2.3 **Restrictions.** Client shall not itself or cause or permit others to: (a) disassemble, reverse engineer, or decompile the Hosted Service or otherwise attempt to access any of technology underlying the Hosted Service; (b) access the administrative interfaces of the Hosted Service for the purposes of competitive analysis, benchmarking, or designing, modifying, or otherwise creating any service or software program, or any portion thereof, that performs functions similar to the functions performed by the Hosted Service; or (c) copy, sublicense, or provide access or other dissemination of any element of the Hosted Service, in whole or in part, to any third party.

2.4 **Professional Services.** Client may request NoRedInk to provide certain Professional Services that are ancillary to the Service, such as teacher professional development services and training classes, and NoRedInk will use commercially reasonable efforts to provide such Professional Services as set forth on an Order Form from time to time.

2.5 **Support**. NoRedInk will provide email support for the Hosted Service during normal business hours (between the hours of 7:00 am and 5:00 pm PST on business days).

3. Data Handling, Feedback.

3.1 **Client Data.** As between NoRedInk and Client, all Client Data remains the sole property of Client (subject to any rights that Student Users may have in content they create within the Hosted Service). Client grants to NoRedInk a non-exclusive license during the Service Term to use and reproduce the Client Data to the extent necessary to provide, maintain, and improve the Services. NoRedInk will also have the right during and after the Service Term to (a) use and analyze data about the use of the Hosted Service by Client and Users in order to maintain and improve the Services, and (b) to disclose statistics aggregating Client and User usage data with NoRedInk's other clients' data for marketing and other purposes; provided that such data and statistics are not used except as de-identified or aggregated in a manner which renders identification of natural persons infeasible, and are never disclosed to any third party (except NoRedInk subcontractors in connection with the provision of the Services) other than in an aggregated format from which neither the identity of Client nor the identity of any natural person can reasonably be derived.

3.2 **Data Compliance Basics**.

(a) NoRedInk has implemented commercially reasonable and appropriate technical and organizational measures intended to secure Client Data from accidental loss and from unauthorized access, use, alteration or disclosure.

(b) NoRedInk will not use or sell the personal information of Student Users to market or advertise to Student Users or their or families or guardians.

(c) Client Data may include personal information from education records that are subject to the Family Educational Rights and Privacy Act (20 U.S.C. 1232g) and the Family Educational Rights and Privacy Act Regulations (34 CFR Part 99), as amended or otherwise modified from time to time ("**FERPA**"). To the extent that Client Data includes such education records ("**Education Records**"), NoRedInk will comply with FERPA, and will not disclose or use Education Records received from or on behalf of Client (or its Users) except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by Client. For the purposes of FERPA, NoRedInk shall be considered a "school official".

(d) To the extent that Client Data includes personal information concerning Student Users under 13, NoRedInk will comply with Children's Online Privacy Protection Act, 15 U.S.C. 6501-6506 ("**COPPA**") with respect to such information, expressly subject to Client: (i) fulfilling the COPPA consent requirement for the use of the Hosted Service by Student Users under 13, and (ii) if Client learns or believes that a student under 13 may be using the Hosted Service without adequate consent having been provided, Client will immediately suspend such student's access to the Hosted Service and notify NoRedInk.

(e)   More detail concerning NoRedInk's security and privacy practices for personal information provided to NoRedInk under these Terms are set forth in the Data Protection Addendum located at https://www.noredink.com/data-protection-addendum (the "**DPA**"), which is hereby incorporated by reference.

3.3   Subject to these Terms and the DPA, the terms and conditions of the NoRedInk Privacy Policy (which may be viewed at http://noredink.com/privacy) is incorporated herein by reference, shall apply to individual Users' use of the Service, and Client hereby acknowledges and agrees to the terms thereof. The NoRedInk Privacy Policy may be amended from time to time. Any changes shall be effective as to Users upon the earlier of Client's approval of such changes (an exchange of emails to suffice) or the beginning of the next Service Term after notice is provided.

3.4   **Suggestions, Ideas and Feedback; Client Data**. NoRedInk shall have the unrestricted right to use or act upon any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Client or any other party relating to the Service.

4.   Client Responsibilities.

4.1   **Responsibility**. Client shall: (a) have sole responsibility for all activities that occur under Client's User accounts and for all Client Data; (b) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Hosted Service and notify NoRedInk promptly of any such activity; and (c) comply with all applicable local, state, federal, and foreign laws (including the Family Educational Rights and Privacy Act (20 U.S.C. 1232g) and the Family Educational Rights and Privacy Act Regulations (34 CFR Part 99), as amended or otherwise modified from time to time) in using the Hosted Service.

4.2   **Hosted Service Guidelines.** Client shall use the Hosted Service solely for its internal pedagogical purposes as contemplated by these Terms and shall not use, or allow Users to use, the Hosted Service in a manner inconsistent with such purpose, including without limitation: (a) attempting to gain unauthorized access to, interfere with or disrupt the integrity or performance of the Hosted Service, computer systems, or networks related to the Hosted Service or any data contained in any of those; or (b) harassing or interfering with any user's use and enjoyment of the Hosted Service.

5.   Fees & Payment.

5.1   **Fees.** Client shall pay the fees as specified in each Order Form or SOW (as applicable). Fees are non-refundable except as otherwise specifically set forth in these Terms.

5.2   **Payment Terms**. Amounts due shall be payable thirty (30) days from the invoice date. All quotes and payments made under these Terms shall be in United States dollars.   Late payments shall bear interest at the lower of one and one-half percent (1.5%) per month or the maximum rate permitted by law. If Client's account is ten (10) days or more overdue, in addition to any of its other rights or remedies, NoRedInk reserves the right to suspend the Service provided to Client, without prior notice or liability to the Client, until such amounts are paid in full. Client shall pay all of NoRedInk's reasonable fees, costs and expenses (including reasonable attorney's fees) if legal action is required to collect outstanding undisputed balances.

5.3   **Taxes.** NoRedInk's fees are exclusive of all taxes, levies, or duties of any nature ("**Taxes**"), and Client is responsible for payment of all Taxes, excluding only taxes levied by NoRedInk's local taxing authority on NoRedInk's income. If NoRedInk has the legal obligation to pay or collect taxes for which Client is responsible pursuant to this Section 5.3, the appropriate amount shall be invoiced to and paid by Client, unless Client provides NoRedInk with a valid tax exemption certificate authorized by the appropriate taxing authority.

6.   Confidentiality.

6.1   **Definition of Confidential Information.** As used herein, "**Confidential Information**" means all information of a party ("**Disclosing Party**") which the Disclosing Party designates in writing as being confidential when it discloses such information to the other party ("**Receiving Party**"), including without limitation these Terms, the Hosted Service and any nonpublic information regarding the same, business and marketing plans, technology and technical information, product designs, and business processes (whether in tangible or intangible form, in written or in machine readable form, or disclosed orally or visually). Confidential Information shall not include any information that: (a) is or becomes generally known to the public without the Receiving Party's breach of any obligation owed to the Disclosing Party; (b) was independently developed by the Receiving Party without the

Receiving Party's breach of any obligation owed to the Disclosing Party; or (c) is received from a third party who obtained such Confidential Information without any third party's breach of any obligation owed to the Disclosing Party.

6.2   **Protection.** Neither party will disclose the other party's Confidential Information, or use the other party's Confidential Information for any purpose other than to perform its obligations or exercise its rights under these Terms. Each party will protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information. Further, to the extent that Client is subject to a freedom of information act, open records law or similar legislative or regulatory obligations ("**Disclosure Laws**"), Client agrees that it will treat NoRedInk's Confidential Information as subject to exemption from disclosure as "confidential commercial information" or any similar category of information subject to exemption from disclosure to the maximum extent possible under the relevant Disclosure Laws.

6.3   **Compelled Disclosure**. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior written notice of such compelled disclosure and reasonable assistance (at Disclosing Party's cost) if the Disclosing Party wishes to contest the disclosure. Without limiting the generality of the foregoing, Client agrees that it will provide NoRedInk with the maximum notice period and right to object to disclosure of NoRedInk Confidential Information available under the applicable Disclosure Laws.

6.4   **Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 6, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

7.   Warranties & Disclaimers.

7.1   **Warranties.** Each party represents and warrants that it has the legal power to enter into these Terms, and that it has the right and authority to grant to rights granted under this Agreement. NoRedInk represents and warrants that it will provide the Services in a manner consistent with reasonable standards applicable in NoRedInk's industry.

7.2   **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NOREDINK MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8.   Indemnification.

8.1   **Indemnification by NoRedInk.** Subject to these Terms, NoRedInk will defend Client against any claims, demands, suits or proceedings made or brought by a third party ("**Claims**") against Client to the extent based upon an allegation that the Hosted Service, as furnished by NoRedInk hereunder and used by Client within the scope of this Agreement, misappropriates any third party trade secret or infringes any third party's copyright or U.S. patent or trademark rights. NoRedInk will indemnify and hold Client harmless against damages awarded by a court or settlements agreed by NoRedInk in connection with such Claims. NoRedInk shall have no obligations to Client under this Section 8.1 to the extent such Claims arise from Client's or Users' breach of these Terms. If any Claim is made under this Section, in NoRedInk's sole judgment, is likely to be made, NoRedInk may, at its discretion, either: (a) procure for Client the right to continue to use the Hosted Service, as such use is specifically provided for in these Terms, (b) replace or modify the Hosted Service to avoid infringement, or (c) terminate these Terms upon written notice to Client, and refund any paid but unused fees to Client. The obligations in this Section are Client's sole remedy for any claim that the Services infringe or misappropriate any third party intellectual property rights,

8.2   **Indemnification by Client.** Subject to these Terms and to the fullest extent permitted by any state laws limiting Client's liability, Client will defend NoRedInk against any Claims against NoRedInk to the extent: (a) arising out of the Client Data, or the use thereof by either party solely in accordance with this Agreement, or (b) arising from Client's use of the Services in breach of this Agreement, including but not limited to failure to obtain parental consent for Student Users who are under 13. Client will indemnify and hold NoRedInk harmless against

damages awarded by a court or settlements agreed by Client in connection with such Claims. Client shall have no obligations to NoRedInk under this Section 8.2 to the extent such Claims arise from NoRedInk's breach of these Terms.

8.3   **Procedure**. Each party's obligations under this Section 8 are conditioned on the party seeking indemnification: (a) promptly giving written notice of the Claim to the indemnifying party (provided that any delay in notification will excuse the indemnifying party only to the extent such delay materially prejudices the indemnifying party's ability to defend or settle the claim); (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying may not settle or defend any Claim without the indemnified party's consent unless such settlement unconditionally releases the indemnifying party of all liability); and (c) providing to the indemnifying party, at the indemnifying party's cost, all reasonable assistance.

9.   Limitation of Liability and Action.

9.1   **Limitation of Liability.**

(a)   EXCEPT FOR DAMAGES PAYABLE TO THIRD PARTIES UNDER SECTION 8.1, IN NO EVENT SHALL NOREDINK HAVE ANY LIABILITY HEREUNDER FOR ANY LOST PROFITS, LOSS OF DATA, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER OR NOT NOREDINK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(b)   IN NO EVENT SHALL NOREDINK'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, UNDER ANY THEORY OF LIABILITY, EXCEED THE GREATER OF $10,000 OR THE AMOUNTS ACTUALLY PAID BY CLIENT FOR THE SERVICE DURING THE ONE (1) YEAR PERIOD IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION AROSE.

9.2   **Insurance.** NoRedInk will during the Service Term maintain the following insurance coverage at its own cost and expense: (a) Workers' Compensation as required by applicable law in its jurisdiction; (b) Automotive Liability with a minimum limit of not less than $1,000,000 combined single limit for property damage and bodily injury per accident, covering all vehicles operated by NoRedInk; (c) Commercial General Liability, on an occurrence basis, with a minimum combined single limit of $1,000,000 per occurrence; and (d) Cyber Liability covering the liability for technology errors and omissions, network security breaches and privacy , in an amount of at least $1,000,000 per occurrence.

9.3   **Limitation of Action.** No action (regardless of form) arising out of the Agreement may be commenced by either party more than two (2) years after the expiration of the Service Term for the Service(s) to which such action pertains.

10.   Term & Termination.

10.1   **Term.** These Terms commence on the date an Order Form is executed by both parties and, unless sooner terminated in accordance with these Terms, shall continue until the expiration of the last Service Term to expire. In the event of an inadvertent gap of fewer than ninety (90) days between the expiration of a Service Term and the execution of a new Order Form intended to extend or renew the use of the Services, these Terms shall be deemed to not to have expired and to have continued in force through such inadvertent gap.

10.2   **Termination for Cause.** A party may terminate the Agreement for cause: (a) upon thirty (30) days written notice of a material breach to the other party, provided such breach remains uncured at the expiration of the notice period; or (b) if the other party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

10.3   **Effect of Termination.** Upon the effective date of termination of this Agreement: (a) all then-active Order Forms will terminate; (b) Client's use of the Services is terminated, and Client shall immediately cease accessing the Hosted Service except that for thirty (30) days after termination, Client may access the Hosted Service solely to downloading its Client Data; (c) any and all payment obligations of Client incurred prior to the date of termination will immediately become due; (d) within thirty (30) days of such termination each party will return or, if return is not feasible, destroy all copies of Confidential Information of the other party in its possession except as required to

comply with any applicable legal or accounting record keeping requirement; and (e) within thirty (30) days of termination NoRedInk will provide Client with the opportunity to download the Client Data or if Client is unable to do so, a copy of the Client Data, and will then destroy all Client Data. The following provisions shall survive the termination or expiration of these Terms for any reason and shall remain in effect after any such termination or expiration: Sections 1, 2.3, 3, 5 (as to outstanding payment obligations) and 6 through 11.

11.   General Provisions.

11.1   **Governing Law; Disputes.** This Agreement and all disputes relating hereto shall be governed exclusively by, and construed exclusively in accordance with, the laws of the State of California, without regard to its conflict of laws provisions. The federal and state courts located in the Northern District of California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement, and each party hereby submits to the personal jurisdiction and venue of such courts. The parties acknowledge and agree that any unauthorized disclosure or use of a party's confidential information or intellectual property would cause such party irreparable harm for which monetary damages would be inadequate. Accordingly, in the event of such a disclosure or use, the aggrieved party may seek injunctive or other equitable relief to enforce this Agreement in addition to any available legal remedies. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

11.2   **Relationship of the Parties.** This Agreement may not be construed to create or imply any partnership, agency or joint venture between the parties. NoRedInk may utilize subcontractors to fulfill any of its obligations or exercise any of its rights hereunder, provided that NoRedInk will remain responsible for such subcontractors' actions and omissions in connection with the Agreement as if NoRedInk had itself acted or failed to act. There are no third party beneficiaries to this Agreement.

11.3   **Force Majeure.** Except for a failure to make payments when due, party is not liable under any Agreement for non-performance caused by events or conditions beyond that party's reasonable control, if the party makes reasonable efforts to perform.

11.4   **Notices.** To the extent notices can be delivered by the use of a designated feature of the user interface of the Hosted Service (e.g., Client termination notices or address changes), notice will be effective when delivered through such user interfaces. All other notices under this Agreement shall be in writing and sent by email, or personally delivered or sent by guaranteed overnight courier, by registered or certified mail, return receipt requested to NoRedInk's address for notice set forth on the Order Form and to Client at the address provided by Client in its Hosted Service account, means evidenced by a delivery receipt or by email. Notice shall be deemed to have been given upon actual delivery (evidenced as to email by a non-automated reply) or refusal of delivery. Notices to NoRedInk shall be addressed to the attention of its CEO, with a copy to its Head of Operations.

11.5   **Waiver and Severability.** Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. If any provision of this Agreement is held to be contrary to law or unenforceable, the provision shall be changed and interpreted so as accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect, unless the modification or severance of any provision has a material adverse effect on a party, in which case such party may terminate this Agreement.

11.6   **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party, not to be unreasonably withheld. Notwithstanding the foregoing, NoRedInk may assign this Agreement without Client's consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any purported assignment in breach of this Section shall be void and of no effect. This Agreement shall bind and inure to the benefit of the parties' respective permitted successors and permitted assigns.

11.7   **Counterparts.** Order Forms may be executed in counterparts (including by telefacsimile or exchange of PDF or similar documents), which taken together shall form one legal instrument.

11.8   **Entire Agreement and Construction.** These Terms, the DPA, and the Order Form constitute the entire agreement between the parties as to its subject matter. No modification or waiver of these Terms shall be effective unless in writing and signed by the party against whom the modification or waiver is to be asserted. Notwithstanding

any language to the contrary therein, no terms or conditions stated in any Client order documentation (even if used as an Order Form) shall be incorporated into or form any part of these Terms.