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)*	Digital Math (Prek-12) Curriculum for Tier I,II and III
CONTRACT NUMBER:	2142C
COMMODITY CODE:	924.16
CONTRACT PERIOD:	July 1, 2025 through June 30, 2026
RENEWAL OPTIONS:	None
USER DEPARTMENT:	Schools
Contact Name:	Kennedy Venaglia
Phone Number:	804-652-3640
Email Address:	kwvenaglia@henrico.k12.va.us
HENRICO COOPERATIVE TERMS INCLUDED:	Yes
SUPPLIER: Name:	IXL Learning, Inc.
Address:	777 Mariners Island, Blvd. Suite 600
City, State:	San Mateo, CA 94404
Contact Name:	David Lee
Phone Number:	650-372-4300
Email address:	proposals@ixl.com
ORACLE SUPPLIER NUMBER:	8452
BUSINESS CATEGORY:	Non-Swam
PAYMENT TERMS:	Net 45
DELIVERY:	As needed and requested
FOB:	Destination
BUYER: Name:	Eileen M. Falcone CPPB
Title:	Purchasing Manager
Phone:	804-501-5637
Email:	Fal51@henrico.gov

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

PRICE SCHEDULE – CONTRACT NO. 2152C

Henrico County Public Schools

June 16, 2025

Submitted to:

Henrico County Public Schools
3820 Nine Mile Rd.
Henrico, VA 23223

Attn: Eileen M. Falcone, Purchasing Manager

Submitted by:

IXL Learning, Inc.
777 Mariners Island Blvd, Suite 600
San Mateo, CA 94404

David Lee, Sr. Proposals Manager
650.242.3101 | proposals@ixl.com | www.IXL.com

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IXL Pricing

IXL Learning is pleased to offer the following pricing for **IXL Math** for Henrico County Public Schools' Digital Math (PreK-12) Curriculum for Tier I, II, and III RFP for the Renewal 4 period from July 1, 2025 through June 30, 2026.

IXL Site License Pricing Details

IXL site licenses are offered as annual student subscriptions. For subscriptions of over 1,000 students, licenses are offered in increments of 50.

With an annual site license subscription, Henrico County PS receives:

- Comprehensive curriculum with interactive skill plans aligned to Virginia Standards of Learning, the Virginia's Early Learning and Development Standards, the Virginia Curriculum Framework, the Virginia Foundation Blocks for Early Learning, and the Virginia College and Career Ready Performance Expectations, popular textbooks, and exams.
- IXL Universal Math Screener for K-8
- IXL LevelUp™ and Flex Diagnostic for K-12, with both real-time and benchmark modes
- Personalized Action Plan for every learner
- Tailored skill recommendations and explicit instruction with tutorial videos, example solutions, and detailed explanations
- Common Assessments to create school and district level assessments
- Actionable analytics from the district to the student level with real-time reports
- Open access to subscribed subject content in all grades
- Year-round access from home and school via web browser or mobile app
- Online resources for teachers and administrators for effective implementation
- 24/7 online help center
- Phone and email help desk support
- Autorostering services
- SSO and LMS integration services
- District partnership team support
- Unlimited teacher and administrator accounts

IXL's all-inclusive approach offers exceptional value and cost certainty. IXL does not charge additional fees for maintenance or version updates and Henrico County PS receives automatic access to new content and feature enhancements.

The table below lists the annual per student rate for IXL Math, with tiered pricing based on subscription volume. The updated pricing reflects an increase of 3% on the current pricing. This pricing is valid July 1, 2025 through June 30, 2026.

Table 1 - IXL offers volume discounts based on the number of students subscribed

IXL Site License Pricing (per Student per Year)		
Students	**Current Pricing**	**Renewal Pricing**
1,000+	$9.54	$9.81
2,500+	$8.48	$8.72
10,000+	$7.42	$7.63
30,000+	$6.36	$6.54
50,000+	$5.30	$5.45

IXL Professional Development Pricing Details

Professional development (PD) is highly recommended to help teachers maximize IXL's impact in their classrooms. IXL offers in-person, virtual, and blended delivery options to support flexible, year-long professional development plans.

Virtual Learning Experiences

IXL's virtual learning sessions are designed to empower teachers with in-depth knowledge about IXL and practical strategies for using the platform to drive learning every day.

On-Site Learning Experiences

IXL's interactive on-site experiences give teachers hands-on guidance so they can effectively personalize learning for their students. Each on-site PD session is led by a Professional Learning Specialist who will cover every aspect of IXL to ensure an effective, all-around implementation.

District Success Packages

IXL's comprehensive District Success Packages are designed to ensure successful IXL implementation with a combination of consultation and professional learning services. District Success Packages can include:

- Launch consultation
- Strategy session for site leaders
- District data reviews
- On-site professional learning sessions

Tables 2-4 below summarize changes to IXL's professional development offerings for Henrico County Public Schools. In addition to standalone sessions, IXL offers PD packages that provide ongoing coaching and support for teachers and instructional leaders.

Table 2 - IXL offers convenient virtual PD options

Virtual Professional Development Offerings		
Description	Current Pricing	Renewal Pricing
IXL Foundations I	$525.14	$540.89
IXL Foundations II	$525.14	$540.89
IXL Foundations Package	$843.41	No longer offered
IXL Starter Package	Not previously offered	$1,295.00
Analytics for School Leaders	$525.14	$540.89
eLearning Library	$525.14	No longer offered. IXL Minis, library of on-demand videos, is now included with IXL licenses

Table 3 - On-site experiences can be customized to fit the needs of schools and districts

On-Site Professional Development Offerings		
Description	Current Pricing	Renewal Pricing
IXL Live: School Edition; 6 hours onsite, up to 50 attendees	$2,652.25	$2,731.81
Flex Onsite; 2 hours onsite, up to 50 attendees	$2,333.98	$2,403.99

Table 4 - IXL's District Success Package provides robust training for districtwide implementation

District Success Package		
Description	Current Pricing	Renewal Pricing
Standard District Success Package; includes: • **Custom implementation plan** • **Scope and sequence alignment** • **Strategy session for site leaders** • **Quarterly data reviews** • **5 on-site PD sessions** • **6 virtual PD sessions** • **Customized webinar series** • **One-on-one coaching** (Previously Known As District Success Package)	$25,000.00	$25,000.00

I. SCOPE OF SERVICES

A. General Requirements:

Students and their teachers who are enrolled at New Bridge Learning center should have access to any Division Wide purchases made at the K-12 (72 Schools) or Elementary (46 Schools) level at no additional cost. The Pre-K students at New Bridge Learning Center (150 each year) are housed at this location to accommodate overflow or lack of school space. The teachers and students exist as their own entity in PowerSchool and Clever but would need access to division level purchases and resources provisioned by their homeschool.

Students who are attending Virginia Randolph Education Center (VREC) and PACE should be included in any purchases made by the Academy of Virginia Randolph (AVR). This is our alternative school and all 3 schools reside in the same building, but are denoted as separate entities in PowerSchool and Clever.

1. The proposed solution shall have the capability of content scaffolding to include a tiered approach and acceleration for students who need additional help with mathematics skills and those who need to demonstrate mathematics gains of one or more than one year.

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

3. Intervention materials shall be systematic and simple in design, addressing one or more of the selected areas of mathematics (number and number sense, computational fluency, problem solving) and support a variety of instructional settings.

4. Instructional materials for students receiving intervention shall include lessons and activities covering an appropriate range of mathematics skills, are age appropriate, include engaging tasks of high interest, build upon conceptual understanding, and support/remediate basic skills in an adaptive manner. The materials provided shall be digital or blended format.

5. Materials shall align to the Virginia Standards of Learning (Virginia SOLs) and for Pre K Virginia's Foundation Blocks for Early Learning, a comprehensive set of standards for 4-year-olds. Tier II Intervention should target improvement of basic skill deficits in the selected areas of mathematics (number and number sense, computational fluency, problem solving) while supporting and enhancing Tier I (Virginia SOLs) instructional objectives in a different instructional design rather than replace or duplicate it. Tier II is *not* an SOL Remediation Program.

6. Materials used need not be grade level specific in order to provide intervention that meets the instructional level of each student.

7. Materials shall provide opportunities for differentiation to include intensive, explicit, and systematic instruction. These materials should be targeted specifically to selected areas of mathematics (number and number sense, computational fluency, problem solving).

8. The proposed solution shall allow teachers to monitor student progress in the resource. This will allow teachers to group students and/or assign additional topics as needed for remediation.

III. TECHNICAL SPECIFICATIONS

A. User Interface

1. Browser Support – the proposed solution shall:

a. Have compatibility with the current versions of multiple browsers- at minimum, current versions of Edge, Safari, and Chrome browsers.
b. Maintain compatibility with listed browsers and future versions/updates/releases of the listed browsers for the duration of the contract.
c. Only require standard browser plugins.

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

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

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

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

B. Integration

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

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

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

4. The proposed solution shall provide a means to identify the individual or client using the application, authenticate the individual and determine the authorities and rights granted to that individual as well as a reporting engine for tracking usage and progress.
5. Any requirements for student, staff, course, roster or school information must be supported through a common specification. The exchange of data must be through a common protocol and not require the installation of vendor-specific software in the HCPS internal infrastructure. HCPS currently supports the following means of exchanging student information in order of preference but will accept other non-vendor specific protocols:
a. LTI integration as a Tool Provider(TP) with our LMS Solution (Schoology)
b. SIF - Student Information framework
c. Exchange of information through Clever - a third party vendor for exchanging common data for school systems; The Successful Offeror is responsible for any costs incurred with Clever implementation.
d. API integration with our SIS, PowerSchool
e. File exchange to a vendor-supported sFTP server

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

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

C. **Infrastructure and System Administration**

1. HCPS's preference is a SaaS system and hosting the solution on a 3rd party, such as AWS or Azure, is acceptable.

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

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

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

5. Web Accessibility
   The digital math resource must comply with the [Information Technology Accessibility Act](#) (Code of Virginia - 2-2-3500) which requires that information technology developed, purchased, or provided is accessible to individuals with disabilities.
   a. The solution shall be accessible to persons with disabilities, including:
      i. Blindness, color blindness, visual impairment
      ii. Deafness, hearing impairment
      iii. Speech impairment
      iv. Mobility, strength, dexterity or reach impairment
   b. The solution shall support the use of commonly available screen readers.
   c. The solution shall comply with Federal Web Accessibility Standards (part of Section 508 of the Rehabilitation Act).
   d. The solution shall meet Level A and Level AA guidelines as specified by the W3C's WCAG 2.0 guidelines.

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

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

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

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

D. Computer, Software and Network Specifications

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

1. Staff District-wide; All High, Middle Students and limited numbers for Elementary Students
   a. Software
      i. OS – Windows 10, 1903 or higher: 64-bit
      ii. Browsers – Google Chrome 86.x or above; Microsoft Edge 89.x or above
      iii. Java – 1.8.0_251 or above
      iv. PDF Reader - embedded within Chrome and Edge
      v. Adobe Reader - standalone application
      vi. Adobe Shockwave – 12.2 or above
      vii. O365 Pro Plus
   b. Hardware:

i. Latitude 3380s model:
   1. Specifications
      a. Display - 13.3-inch HD Anti-Glare LED with integrate webcam and noise reducing array microphone
      b. Hard drive - 128GB SSD
      c. Processor - 2.50 GHz Intel® i5 -Dual Core
      d. Memory - 8GB DDR3 SDRAM
      e. Graphics Card – 128MB Dedicated VRAM; 1366X768 - Native Resolution
      f. Network Connections - Built-in Wireless Card (802.11ac) and 10/100/1000 Gigabit Ethernet
      g. Other:
         i. Stereo headphone/Microphone combo jack

ii. Latitude 5420 model:
   1. Specifications
      a. Display - 14" FHD (1920x1080) Non-Touch, Anti-Glare, IPS, 250nits, WLAN/WWAN, HD Camera
      b. Hard drive – 128GB PCIe NVMe Class 35 SSD
      c. Processor – 11th Generation Intel® Core™ I3-1125G4 (4 Core, 8M cache, base 2.0GHz, up to 3.7GHz)
      d. Memory – 8GB DDR4 Non-ECC
      e. Network connections - Intel® Wi-Fi 6 AX201 2x2 .11ax 160MHz + Bluetooth 5.1
      f. Graphic cards - I3-1125G4 Trans, Intel UHD Graphics, Thunderbolt

iii. Latitude 3310 model
   1. Specifications:
      a. Display – 13.3" HD (1366 x 768) Anti-Glare Non-Touch, Camera & Microphone, WLAN Capable
      b. Hard drive – 128GB PCIe NVMe Class 35 SSD
      c. Processor – 8th Generation Intel® Core™ i5-8265U Processor (4 Core, 6MB Cache,1.6GHz,15W)
      d. Memory – 8GB DDR4 Non-ECC
      e. Network Connections - Intel Dual Band Wireless Driver 9560 (802.11ac) 2x2 + Bluetooth 5.0; Intel® Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0
      f. Graphics card - Intel® Core™ i3-8145U Processor w/Intel® HD Graphics 620

iv. Latitude 3180 Education model – Elementary Carts:
   1. Specifications:
      a. Display - 11-inch HD with integrated webcam
      b. Hard drive - 64GB eMMC Storage - Hard drive
      c. Processor - Intel® Pentium® N4200
      d. Memory - 4GB 1600MHz LPDDR3
      e. Video Card – Intel integrated HD graphics 4600
      f. Network Connections – Intel Dual Band Wireless-AC 7265 802.11AC Wi-Fi + BT 4.0 LE Wireless Card (2x2)
      g. Other:
         i. 2 speakers
         ii. 1 Combo headphone/microphone jack
         iii. USB card reader

2. Dell Chromebooks (primary device for all elementary students)
   a. Software

i. Chromium OS 86.x+ or above
      b. Hardware:
         i. Dell Chromebook 3180 (touch & non-touch):
            1. Specifications:
               a. Display - 11.6-inch HDF
               b. Hard drive - 16GB eMMC
               c. Processor - Celeron N3060
               d. Memory - 4GB
               e. Video Card - Intel integrated HD graphics 4600
               f. Network - Built-in Wireless Card (802.11a/g/n)
               g. Other:
                  i. 2 speakers
                  ii. Headphone/Microphone jack
                  iii. Integrated webcam
         ii. Dell Chromebook 3100 (touch & non-touch):
            1. Specifications:
               a. Display - 11.6" HD (1366 x 768) Anti-Glare Non-Touch, Camera & Microphone, WLAN Capable - Display
               b. Hard drive - 16GB eMMC
               c. Processor - Intel Celeron N4020 (Dual Core, up to 2.8GHz, 4M Cache, 6W) 1 USB Type-C, 1 USB 3.1
               d. Memory - 4GB 2400MHz LPDDR4 Non-ECC

3. iOS Devices - Elementary and Secondary
   a. Software
      i. iOS version - 14.x
      ii. Safari browser
   b. Hardware (Based on iPad MR7F2LL/A)
      i. Specifications:
         1. Display - 9.7-inch (diagonal) LED-backlit, multi-touch with IPS technology
         2. Storage – 32GB
         3. Wireless-A, Wireless-AC, Wireless-B, Wireless-G, Wireless-N
         4. Bluetooth 4.2 Technology
         5. Camera, Photos and Video Recording

E. Networking Environment

1. Location WAN Circuit Bandwidth
   a. 400 Mbps or greater Comcast ENS Data WAN Circuit to High Schools.
   b. 300 Mbps or greater Comcast ENS Data WAN Circuit to Middle Schools.
   c. 200 Mbps or greater Comcast ENS Data WAN Circuit to Elementary Schools.
   d. 100 Mbps or greater Comcast ENS Data WAN Circuit to remote Administrative sites.

2. Data Center WAN Circuit Bandwidth
   a. 10 Gbps Comcast ENS Backbone WAN connectivity between; Comcast and the Data Center facility.

3. District Internet Bandwidth
   a. 2x 4 Gbps Comcast ENI circuits to provide a total district bandwidth of 8 Gbps of Internet Service to the Data Center which is then distributed to the entire district via the size and type of WAN circuits listed above.

4. Firewall Protection
   a. Cisco Firepower 9300 series Firewalls.

5. Local Area Network and Wireless Infrastructure

a. All Schools/Sites utilize either 1 Gbps or 10 Gbps fiber backbone connections between their MDF & IDF network closets.
b. All Schools/Sites utilize a combination of LightWeight or Cloud-Controlled wireless access points capable of supporting the IEEE 802.11 ac wireless standard and are connected at 1 Gbps, or greater, to Cisco Catalyst 9200 & 9300 series POE switches.

F. Training and Support

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

2. The Successful Offeror(s) shall provide any required training for implementation of the proposed solution to include options for continued training including on-site, webinar and printed materials.

COMMONWEALTH OF VIRGINIA
County of Henrico

Non-Professional Services Contract
Contract No. 2142C

This Non-Professional Services Contract (this "Contract") entered into this ___30___ day of August 2021, by IXL Learning, Inc. (the "Contractor") and the County School Board of Henrico County, Virginia ("HCPS").

WHEREAS HCPS has awarded the Contractor this Contract pursuant to Request for Proposals No. 21-2142-3EMF as modified by Addenda 1, dated April 1, 2021, and Addenda 2, dated April 16, 2021 (the "Request for Proposals"), for "Digital Mathematics (PreK-12) Curriculum for Tier I, Tier II and Tier III".

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

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

COMPENSATION: The compensation HCPS will pay to the Contractor under this Contract shall be in accordance with Exhibit E.
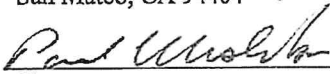
CONTRACT TERM: The Contract term shall be for a period beginning August 30, 2021 and ending June 30, 2022. HCPS may renew the Contract for up to four (4) one-year terms giving 30 days' written notice before the end of the term unless Contractor has given HCPS written notice that it does not wish to renew 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. License Agreement Addendum (Exhibit A)
3. Data Security Agreement (Exhibit B)
4. Contractor's Terms of Service (Exhibit C)
5. Contractor's Service Privacy Policy (Exhibit D)
6. The General Contract Terms and Conditions included in the Request for Proposals;
7. Contractor's Best and Final Offer dated June 29, 2021 (Exhibit E);
8. Contractor's Original Proposal dated April 26, 2021 (Exhibit F; and
9. The Scope of Services included in the Request for Proposals.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.
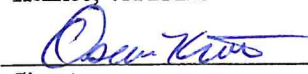
IXL Learning, Inc.
777 Mariners Island, Blvd. Suite 600
San Mateo, CA 94404

Paul Ulrolz/
Signature

Paul Mishkin, Chief Executive Officer
Printed Name and Title

_8/27/21_
Date

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

Oscar Knott
Signature

Oscar Knott, CPP, CPPO, VCO
Purchasing Director

_8/30/21_
Date

APPROVED AS TO FORM

Alyssa D Brown   8-30-21
ASSISTANT COUNTY ATTORNEY

EXHIBIT A
ATTACHMENT F
LICENSE AGREEMENT ADDENDUM

The County School Board of Henrico County, Virginia (the "**County**"), and IXL Learning, Inc. ("**Supplier**"), a California corporation, are this day entering into an agreement for Digital Mathematics (PreK-12) Curriculum for Tier I, Tier II and Tier III (the "**Agreement**") and, for their mutual convenience, the parties are using the standard form contract ("IXL Terms of Service dated last updated January 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's Contract is generally acceptable to the County, with the exceptions noted in this LAA below. Despite the general acceptability of the Contract, certain standard clauses may appear in, or be incorporated by reference into, the Contract that cannot be accepted by the County. In consideration of the convenience of using Supplier's standard form contract without the necessity of specifically negotiating a separate contract document, the Parties specifically agree that any of the following provisions contained in the Contract are deemed void and will not have any effect and will not be enforceable against any Customer:

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

15. Bestowing any right, or incurring any obligation, that is beyond the duly granted authority of the undersigned representative of the County to bestow, or incur, on behalf of the County;

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

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

18. Permitting Supplier to assign, subcontract, delegate or otherwise convey the Contract, or any of its rights and obligations under the Contract, to any entity without the prior written consent of the County, except as set forth in paragraph 39 below;

19. Not complying with the contractual claims provision § 2.2-4363 of the Code of Virginia, which is also incorporated into this LAA and the Contract by reference;

20. Enforcing the United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods. They are expressly disclaimed. UCITA shall apply to the Contract only to the extent required by § 59.1-501.15 of the Code of Virginia;

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

22. Requiring that the County waive its sovereign immunity or its immunity;

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

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

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

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

27. Permitting unilateral modification of the Contract by Supplier;

28. Permitting termination by Supplier of the Contract or the licenses granted pursuant to the Contract, or permitting suspension of services by Supplier, except pursuant to an order from a court of competent jurisdiction;

29. Requiring or stating that the terms of the Supplier's standard form contract will prevail over the terms of this LAA in the event of conflict;

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

31. Requiring that the Contract be "accepted" or endorsed by the home office or by any other officer subsequent to signing by an official of the County before the Contract is considered in effect;

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

33. Defining "perpetual" license rights to have any meaning other than license rights that exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the Contract;

34. Permitting modification or replacement of the Contract pursuant to any new release, update or upgrade of Software, or subsequent renewal of maintenance. If Supplier provides any update or upgrade subject to additional payment, the County will have the right to reject such update or upgrade;

35. Requiring the purchase of a new release, update, or upgrade of Software, or subsequent renewal of maintenance, in order for the County to receive or maintain the benefits of Supplier's

indemnification of the County against any claims of infringement on any third-party intellectual property rights;

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

37. Granting Supplier or an agent of Supplier the right to audit or examine the books, records, or accounts of the County;

38. Imposing a modified version of Supplier's terms of service on the County upon renewal at the end of the current term of County's account;

39. Requiring County to waive its right to a jury trial; or

40. Restricting Supplier's terms of service from being superseded by anything other than a notarized writing.

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

41. Supplier warrants that it is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted under the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret, or other proprietary right of any third party.

42. Supplier may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to the third party so long as Supplier's assignee agrees in writing to be bound by the terms and conditions set forth in the Contract, and provided the third party is a U.S.-based entity or maintains a registered agent and a certification of authority to do business in Virginia. Supplier may assign all or any of its rights and obligations to an affiliate of Supplier, provided Supplier remains liable for the affiliate's compliance with the terms and conditions set forth in this Contract

43. Supplier agrees to indemnify, defend and hold harmless the County of Henrico (including Henrico County Public Schools), the County's officers, agents and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, to the extent the claim in any way relates to, arise out of or result from: (i) any negligent act, negligent omission, or intentional or willful conduct of any employee or subcontractor of Supplier, (ii) any breach of any representation, warranty or covenant of Supplier contained in the Contract and LAA, (iii) any defect in the Software, or (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software.

44. 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.

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

46. 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.

School Board

IXL Learning, Inc.

County of Henrico, Virginia ~~County~~

By: _Paul Mishkin (sig)_   By: _Oscar Knott (sig)_
(Signature)   (Signature)

Name: _Paul Mishkin_   Name: _Oscar Knott_
(Print)   (Print)

Title: _Chief Executive Officer_   Title: _Purchasing Director_

Date: _8/27/21_   Date: _8/30/21_

APPROVED AS TO FORM

Alyssa D Brown 8-30-21

ASSISTANT COUNTY ATTORNEY

EXHIBIT B

HENRICO COUNTY PUBLIC SCHOOLS

DATA SECURITY AGREEMENT

This Data Security Agreement ("Agreement") is agreed upon effective_____

_____, 2021, by and between IXL Learning, Inc. ("Vendor") and the County School Board of

Henrico County, Virginia ("HCPS").

I. DEFINITIONS

A. **HCPS Data:** HCPS Data is any and all data that HCPS has disclosed to Vendor. For the purposes of this Agreement, HCPS Data does not cease to be HCPS Data solely because it is transferred or transmitted beyond HCPS's immediate possession, custody, or control.

B. **Data Breach:** The unauthorized access and acquisition of computerized data that materially compromises the security or confidentiality of confidential or sensitive personal information maintained by HCPS as part of a database of personal information regarding multiple individuals and that causes or HCPS reasonably believes has caused or will cause loss or injury to any HCPS constituent.

C. **System:** An assembly of components that supports an operational role or accomplishes a specific objective. This may include a discrete set of information resources (network, server, computer, software, application, operating system or storage devices) organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

D. **Contract.** Shall mean the contract between Vendor and HCPS outlining the services to be provided.

II. DISCLOSURE OF HCPS DATA

A. The Vendor shall not disclose HCPS Data in any manner that would constitute a violation of state or federal law or the terms of this agreement including, without limitation, by means of outsourcing, sharing, retransfer, or access, to any person or entity, except:

B. Employees or agents who actually and legitimately need to access or use HCPS Data in the performance of Vendor's duties to HCPS;

C. Such third parties, such as but not limited to, vendors, suppliers or subcontractors, but only after such third party has agreed in writing and in advance of any disclosure, to be bound by confidentiality terms at least as stringent as the terms of this Agreement; or

D. Any other third party approved by HCPS in writing and in advance of any disclosure, but only to the extent of such approval.

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

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

A.   Vendor shall only use, store, or access HCPS data:

1.   In accordance with, and only to the extent permissible under the contract for services; and

2.   In full compliance with any and all applicable laws and regulations, only to the extent applicable to Vendor, including the Family Educational Rights and Privacy Act (FERPA); and

B.   Vendor agrees that the use, storage, and access to HCPS Data shall be performed with that degree of skill, care, and judgment customarily accepted as sound, quality, and professional practices. Vendor shall implement and maintain safeguards necessary to ensure the confidentiality, availability, and integrity of HCPS Data. Vendor shall also implement and maintain any safeguards required to be implemented by applicable state and federal laws and regulations.

C.   HCPS reserves the right to request security information reasonably necessary to ascertain HCPS's own compliance with state and federal data privacy laws.

D.   If Vendor becomes aware that HCPS Data may have been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this Agreement or the Contract, Vendor shall use reasonable efforts to alert HCPS of any Data Breach within two business days, and shall immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of the Data Breach. Vendor shall give highest priority to immediately correcting any Data Breach and shall devote such resources as may be required to accomplish that goal. Vendor shall provide HCPS information necessary to enable HCPS to fully understand the nature and scope of the Data Breach. Upon request, Vendor shall provide HCPS information about what Vendor has done or plans to do to mitigate any deleterious effect of the unauthorized use or disclosure of, or access to, HCPS Data. In the event that a Data Breach requires Vendor's assistance for mitigation, such assistance shall be provided at no cost to HCPS. HCPS may discontinue any services or products provided by Vendor and any payments to Vendor until HCPS, in its sole discretion, determines that the cause of the Data Breach has been sufficiently mitigated.

E.   If Vendor is served with any subpoena, discovery request, court order, or other legal request or command that calls for disclosure of any HCPS Data, Vendor shall promptly notify HCPS in writing and provide HCPS sufficient time to obtain a court order or take any other action HCPS deems necessary to prevent disclosure or otherwise protect HCPS Data. In such event, Vendor shall provide HCPS prompt and full assistance in HCPS's efforts to protect HCPS Data. Where

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

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

G.   This Agreement shall survive the expiration or earlier termination of the Contract. However, upon expiration or termination of the Contract, either party may terminate this Agreement.

FOR HCPS: FOR VENDOR: IXL Learning, Inc.

_____John B. Wack_____   _____Paul Mishkin_____
Name   Name

John B. Wack   _Paul Mishkin (signature)_
Signature   Signature

Chief Financial Officer   _Chief Executive Officer_
Title   Title

_08/30/2021_   _8/27/21_
Date   Date

APPROVED AS TO FORM

Alyssa Brown 8-30-21
ASSISTANT COUNTY ATTORNEY

Exhibit C

Terms of Service

Effective date: January 27, 2021

Thank you for your interest in using the online services operated by IXL Learning, Inc. (hereafter called "IXL"). These Terms of Service govern your use of online and/or mobile services, websites, and software provided on or in connection with www.ixl.com (collectively, the "Service"), which are offered through (i) www.ixl.com, (ii) mobile applications associated with www.ixl.com, and (iii) any other IXL website, app or online service which links to these Terms of Service.

By accessing or using the Service, or by clicking a button or checking a box marked "I Agree" (or something similar), you signify that you have read, understood and agree to be bound by these Terms of Service (the "Agreement"), and to the collection and use of your information as set forth in our Privacy Policy, whether or not you are a registered user of our Service. IXL reserves the right to modify this Agreement so long as it provides notice of these changes to you as described below. This Agreement applies to all visitors, users, and others who access or otherwise use the Service ("you" or "Users"). If you open an IXL account on behalf of a School, company, organization, or other entity, then "you" includes you and that entity.

A note about Student Data: This Service may be purchased by providers of educational services, such as schools, school districts, or teachers (collectively referred to as "Schools") that use our services for educational purposes. When IXL contracts with a School to provide the Service, we may collect or have access to Student Data (defined below), which may be provided by the School or by the student. We consider such Student Data to be strictly confidential and in general do not use such data for any purpose other than improving and providing our Services to the School or on the school's behalf. Our collection, use and sharing of Student Data is governed by this Agreement and any applicable laws and regulations including, in the U.S., provisions of the Family Educational Rights and Privacy Act ("FERPA"), the Children's Online Privacy Protection Act ("COPPA") and applicable state laws.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF

ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

1. THE SERVICE

The Service helps its users to learn and practice various subjects including mathematics, language arts, science, and social studies. Unless explicitly stated otherwise, any new or improved features to the Service shall be provided subject to this Agreement. You understand and agree that the Service is provided "as-is" and that IXL assumes no responsibility for any mistakes, errors, or omissions, including any unavailability of the Service or deletion or loss of any data relating to the Service.

IXL grants you a personal, non-transferable and non-exclusive right and license to use the Service. You agree that you will not copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by IXL for use in accessing the Service.

To use the Service, you must obtain access to the Internet, either directly or through devices that access web-based content, and pay any service fees or other costs associated with such access. In addition, you must provide all equipment necessary to make such connection to the Internet, including a computer and modem or other access device.

2. ELIGIBILITY AND AUTHORITY

IXL does not sell the Service to children, but only to adults who can purchase the Service with a credit card or other permitted payment method. If you are under eighteen (18) years of age, you may use the Service only with the involvement and consent of a parent, legal guardian, or at the direction of your School. Your School may impose additional policies regarding the use of the Service, with which you must comply.

If you open an IXL account to provide the Service to students in a School, you represent and warrant that you are an authorized representative of the School with the authority to bind the School to this Agreement, and that you agree to this Agreement on the School's behalf. If you contact IXL to take any action with respect to an account, you represent and warrant that you have all necessary authority to request such action(s) from or on behalf of the account-holder (e.g., a School or Parent).

The U.S. Children's Online Privacy and Protection Act ("COPPA") requires that online service providers obtain verifiable parental consent before collecting personal information from children under 13. If you are a School providing the Service to children under 13, you represent and warrant that you have the authority to provide consent on behalf of parents for IXL to collect information from students under 13 before allowing such students to access our Service. We recommend that all Schools provide appropriate disclosures to students and parents regarding their use of service providers such as IXL and that they provide a copy of our Privacy Policy and the IXL Learning Student Data Privacy Pledge to parents.

3. YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or IXL has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, IXL has the right to suspend or terminate your account and refuse all current or future use of the Service (or any portion thereof).

4. GENERAL ACCOUNT INFORMATION

IXL sells access to the Service to a subscriber in the form of an account. Each account is provided for a term and price subject to certain renewal, cancellation, and other terms and conditions specific to the account (the "Account Terms"). The Account Terms are identified (in order of precedence) in the then-current quote or sales contract for the account, the selections made and account-specific terms disclosed when signing up for the account (which may be confirmed by e-mail), the description of account terms accessible through the IXL website when signed in to an appropriate user associated with the account and the default Account Terms set forth below. Each account may have Account Terms in addition to or different from those as set forth in this Agreement, but only to the extent set forth in a signed writing by the account subscriber and an officer of IXL.

IXL provides a variety of "account types" which may apply depending on the subscriber and the way an IXL account is created. Each account type has a default set of Account Terms which apply unless superseded as set forth above. IXL reserves the right to provision accounts that do not belong to any of these default account types and/or to provision accounts with different Account Terms regardless of its account type.

Account Types:

Family Account — A family account is purchased by or for a Parent. Family accounts are generally only available for purchase through the IXL website or a third-party app store using a credit card. A family account typically includes child profiles that can be used by a Parent's child at the Parent's direction. Family account subscriptions are generally for a term of one month, six months, or one year. The term is disclosed at the time of purchase. If multiple terms are available, the term can be selected at the time of purchase or later changed by contacting help@ixl.com. Family accounts automatically renew. See Section 6 below for more information about automatic renewal and cancellation of automatically renewing accounts.

- Classroom Account — A classroom account is purchased by or on behalf of a school, such as by a teacher. Classroom accounts may generally be purchased either through the IXL website, or by phone or e-mail. A classroom account typically includes a single teacher user and a small number of student users (which may vary depending on the purchase). A classroom account is typically for a term of one year. The term is disclosed at the time of purchase. Classroom accounts do not automatically renew. Action must be taken by the school or its authorized representative (e.g., teacher) to renew and continue using a classroom account past the end of the term. A classroom account is a type of school account. More information relating to school accounts may be found in Section 5 below.

- Site Account — A site account is purchased by or on behalf of a school or school district. Site accounts may be purchased by phone or e-mail. A site account typically includes an unlimited number of teacher users and a set maximum number of student users (which may vary depending on the purchase). A site account may be for a term of one year or longer. The term is disclosed at the time of purchase. Site accounts do not automatically renew. Action must be taken by the school or its authorized representative (e.g., school administrator) to renew and continue using a site account past the end of the term. A site account is a type of school account. More information relating to school accounts may be found in Section 5 below.

Quotes and Proposals: Any quotes or proposals provided by IXL are valid only for a limited time and are effective only with the agreement of the relevant parties. Quotes and proposals may be withdrawn by IXL at any time in its sole discretion. Quotes and proposals may include information that is proprietary and confidential to IXL and to the maximum extent permitted by law may not be disclosed to anyone other than their intended recipient. By requesting and/or accepting receipt of a quote or proposal from IXL you agree to keep such quotes or proposals confidential, to not disclose such quotes or proposals to any third party, and to immediately return and/or destroy all

quote and proposal materials upon receiving a request to do so from IXL. To the extent that public records laws may apply to a quote or proposal provided by IXL, you agree to immediately notify IXL of any public records request that may result in disclosure of an IXL quote or proposal and provide IXL all reasonable opportunities to take steps to prevent such disclosure to the maximum extent permitted by law and will reasonably cooperate with IXL.

Payments: School accounts have the option to make payment by credit card, check, or other methods at IXL's discretion (contact us for details). Payment must be received by IXL no later than 30 days after IXL issues an invoice. If IXL does not receive payment within 30 days, the invoice is past due and IXL reserves the right to suspend access to the affected school account(s) and take collection action. Suspension of an account does not relieve the account-holder of its obligation to pay for the account. IXL reserves the right to charge a late fee in the amount of 1% per month or the maximum permitted by law and its reasonable attorney's fees in securing payment of past due amounts.

Cancellation: Except as set forth below or otherwise agreed by IXL in a signed writing, accounts may not be canceled until the end of the current term of the account. Unless otherwise provided for herein, all cancellations requested before the end of the then-current term will be effective at the end of the current term.

IXL permits early cancellations only in the following circumstances:

- In the event that the Service is permanently discontinued.
- IXL otherwise permits early cancellations only to the extent required by applicable law. In the event of such an early cancellation, the parties agree that the account-holder is responsible for all amounts due and payable before the date of early cancellation without pro-ration or to the greatest extent permitted by law. The parties agree that IXL's efforts in selling, provisioning and providing an account are front-loaded and for that reason, pro-ration of fees in the event of early cancellation is not necessary or appropriate.

End of Subscription: When an account subscription ends (e.g., at the end of the term if the account has not been renewed or has been canceled), the account no longer permits access to the Service. However, IXL may, at its sole discretion, permit continued, limited access for users of the Account for a limited time after the conclusion of the term. The Service includes built-in capabilities to download and export information relating to the account. If an account-holder or any of its users wishes to save or maintain any data, it is the account-holder and its user's sole obligation to download such data before the conclusion of the term. Once the term of an account ends, IXL may delete data relating to an account in accordance with this Agreement and the Privacy

Policy. It is the account-holder's sole responsibility to request renewal of accounts that do not automatically renew to maintain continued access to the account and its associated data.

5. SCHOOL ACCOUNTS AND STUDENT DATA

This Section 5 applies to a School's use of the Service.

When IXL is used by a School for an educational purpose, IXL may collect or have access to Student Data that is provided by the School or by a student. "Student Data" is personal information that is directly related to an identifiable student and may include "educational records" as defined by the Family Educational Rights and Privacy Act ("FERPA").

The School or the student, and not IXL, owns and controls the Student Data. You authorize IXL to access, collect, transmit, modify, display and store Student Data to provide the Service and as described in this Agreement and in our Privacy Policy.

Compliance with Laws. In the U.S., IXL may collect and process Student Data as a School Official with a legitimate educational interest pursuant to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232(g). Individually and collectively, we and our School Users agree to uphold our obligations under FERPA, COPPA, the Protection of Pupil Rights Amendment ("PPRA"), applicable State laws relating to student data privacy, and with all other laws and regulations governing the protection of Student Data.

Use of Student Data. By submitting, providing us access to, or causing us to receive Student Data, you agree that IXL may use the Student Data for the purposes of (i) providing the Service, (ii) improving and developing our Service, (iii) enforcing our rights under these Terms, and (iv) as permitted with the School's or the User's consent.

Use of De-Identified or Anonymized Student Data. You agree that both before and after the term of the Agreement, IXL may collect, analyze, use, and retain data derived from Student Data as well as data about users' access and use of the Service, for the purpose of operating, analyzing, improving or marketing the Service, developing new products or services, conducting research or other purposes, provided that IXL may not share or publicly disclose information that is derived from Student Data unless such data is de-identified and/or anonymized such that it cannot reasonably identify a specific individual.

Use of Personal Information for Marketing. You agree that IXL may provide customized content, advertising, and commercial messaging to

school, teacher or district administrative users and other non-student users from time to time, provided that such advertisements shall not be based on Student Data. For emphasis, and without limitation, IXL shall never use Student Data to engage in targeted advertising.

Disclosure of Student Data and Third-Party Service Providers. You acknowledge and agree that IXL may provide access to Student Data to our employees and service providers which have a legitimate need to access such information to provide their services to us. We and our employees, affiliates, service providers, or agents involved in the handling, transmittal, and processing of Student Data will be required to maintain the confidentiality of such data. IXL shall not share Student Data with third parties other than as described in this Agreement and in the IXL Privacy Policy, or with consent of the School or parent.

Student Data Access and Deletion Requests. You may request that we delete Student Data in our possession at any time by providing such a request in writing, and we shall comply with such request within thirty (30) days, except that IXL shall not be required to delete Student Data that has been moved to a personal family account on the Service or as otherwise prohibited by law. A parent or student over the age of 18 seeking to access, modify, correct, or delete personal information in a student account that is connected to a School account will be instructed to contact the School to discuss data deletion or modification. IXL is not required to delete data that has been derived from Student Data if such data is de-identified and/or anonymized such that it cannot reasonably identify a specific individual.

Data Security and Breach Notification. We have implemented administrative, physical and technical safeguards designed to secure the personal information in IXL's possession and control from unauthorized access, disclosure and use. If an unauthorized party gains access to or has been disclosed Student Data (a "Security Event"), that we have collected or received through the Service under this Agreement, we will promptly notify the School. If, due to a Security Event which is caused by the acts or omissions of IXL or its agents, a notification to an individual, organization or government agency is required under applicable privacy laws, the School shall be responsible for the timing, content, and method of any such legally-required notice and compliance with such laws and IXL shall indemnify the School for reasonable costs related to legally-required notifications. With respect to any Security Event which is not caused by the acts or omissions of IXL or its agents, IXL shall reasonably cooperate with School's investigation of the Security Event, as School requests, at School's reasonable expense, but IXL shall not indemnify a School for costs associated with the Security Event. IXL shall be responsible for the timing, content, cost and method of notice

and compliance with such laws as they relate to users that are not associated with a School account.

State Specific Terms. The following additional terms may apply depending on the state a School is located:

5.1 Connecticut

This Section 5.1 applies to the use of the Service by Schools located in the State of Connecticut. The purpose of this Section 5.1 is to document compliance with applicable Connecticut state laws that may apply to the use of the Service by Schools in Connecticut, such as Conn. Gen. Stat. Ann. § 10-234aa-dd. This Section 5.1 incorporates by reference the definitions set forth in Conn. Gen. Stat. Ann. § 10-234aa.

If you open an IXL account to provide the Service to students in a School located in the State of Connecticut, you represent and warrant that you are authorized to do so on behalf of the local or regional board of education with authority over the School and that you are authorized to communicate with IXL on behalf of the local or regional board of education.

IXL and you shall comply with all applicable sections of Conn. Gen. Stat. Ann. § 10-234aa-dd. The following terms shall apply as required by Conn. Gen. Stat. Ann. § 10-234bb. To the extent that any such required terms conflict with other terms in this Agreement, the terms of this Section 5.1 shall apply.

a.   Student information, student records and student-generated content are not the property of or under the control of IXL.

b. The local or regional board of education may request the deletion of any student information, student records or student-generated content in the possession of IXL by sending a request to compliance@ixl.com. As permitted by Conn. Gen. Stat. Ann. § 10-234bb(2), IXL is not required to delete information prohibited from deletion or required to be retained under state or federal law or stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the contractor. IXL will, however, comply with requests for deletion of student information, student, records, or student-generated content that is restored from such disaster recovery storage systems.

c. IXL will not use student information, student records and student-generated content for any purposes other than those authorized pursuant to this Agreement.

A student, parent or legal guardian of a student may review personally identifiable information contained in student information, student records or student-generated content and correct erroneous information, if any, in such student record by contacting their School. IXL will respond to such requests in accordance with instructions sent by an authorized School representative to compliance@ixl.com.

d. IXL will take actions designed to ensure the security and confidentiality of student information, student records and student-generated content.

e. IXL will promptly notify the local or regional board of education in accordance with the provisions of section 10-234dd when there has been an unauthorized release, disclosure or acquisition of student information, student records or student-generated content.

f. Student information, student records or student-generated content shall not be retained or available to the contractor upon expiration of this Agreement. This restriction shall not apply to the extent that a student, parent or legal guardian of a student independently establishes or maintains an electronic account with IXL for the purpose of storing their student-generated content.

g. IXL and the local or regional board of education shall ensure compliance with the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as amended from time to time.

h. The laws of the state of Connecticut shall govern the rights and duties of IXL and the local or regional board of education.

i. If any provision of this Section 5.1 is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the contract which can be given effect without the invalid provision or application.

5.2 New York

This Section 5.2 applies to the use of the Service by Schools located in the State of New York. The purpose of this Section 5.2 is to document compliance with New York state laws that may apply to the use of the Service by Schools in New York, such as New York State Education Law Section 2-d (Ed Law 2-d) and Part 121 of Title 8 of the Codes, Rules and Regulations of the State of New York (8 CRR-NY § 121). This Section 5.2 incorporates by reference the definitions set forth in Ed Law 2-d § 3 and 8 CRR-NY § 121.1.

If you open an IXL account to provide the Service to students in a School located in the State of New York, you represent and warrant that you are authorized to do so on behalf of the educational agency with authority over the School and that you are authorized to communicate with IXL on behalf of the educational agency.

IXL and you shall comply with all applicable sections of Ed Law 2-d and 8 CRR-NY § 121. The following terms shall apply as required by Ed Law 2-d § 5(b)(3) and 8 CRR-NY § 121.3, 121.6. To the extent that any such required terms conflict with other terms in this Agreement, the terms of this Section 5.2 shall apply.

- 8 CRR-NY § 121.6(a)(1): outline how the third-party contractor will implement all State, Federal, and local data security and privacy contract requirements over the life of the contract, consistent with the educational agency's data security and privacy policy –

   IXL has implemented policies and procedures consistent with the New York State Education Department Data Privacy and Security Policy v1.0 (available here). It is the School's responsibility to provide IXL with its data security and privacy policy if different than the New York State Education Department Data Privacy and Security Policy. IXL will review its policies and procedures against data security and privacy policies provided to it by educational agencies. In the event IXL's policies and practices are not consistent with the educational agencies' policies, IXL will take commercially reasonable efforts to achieve consistency.

- 8 CRR-NY § 121.6(a)(2): specify the administrative, operational and technical safeguards and practices it has in place to protect personally identifiable information that it will receive under the contract –

   IXL employs reasonable organizational and technical safeguards to prevent unauthorized access, use, alteration, or disclosure of personally identifiable information stored on systems under IXL's control. Please see Section 8 of IXL's Privacy Policy. School administrators may also request a copy of IXL's Security Policies and Procedures.

- 8 CRR-NY § 121.6(a)(3): demonstrate that it complies with the requirements of section 121.3(c) of this Part –

   The Parent Bill of Rights, along with any other supplemental documentation relating specifically to your School, is included in this contract unless IXL and your School or District have entered into a separate signed written agreement regarding that subject matter. If your School does not have a Parent Bill of Rights, the New York State Parent Bill of Rights (available here) is applicable and is included in this contract.

8 CRR-NY § 121.3(c)(1) the exclusive purposes for which the student data or teacher or principal data will be used by the third-party contractor, as defined in the contract –

> to provide the IXL Service as set forth in this Agreement. Student data and teacher or principal data will not be used for any other purpose.

•8 CRR-NY § 121.3(c)(2) how the third-party contractor will ensure that the subcontractors, or other authorized persons or entities to whom the third-party contractor will disclose the student data or teacher or principal data, if any, will abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable State and Federal laws and regulations (e.g., FERPA; Education Law section 2-d) –

> Subcontractors and other authorized persons or entities will be provided such information pursuant to contractual obligations to maintain the confidentiality of such data in a manner consistent with this Agreement.

•8 CRR-NY § 121.3(c)(3) the duration of the contract, including the contract's expiration date and a description of what will happen to the student data or teacher or principal data upon expiration of the contract or other written agreement (e.g., whether, when and in what format it will be returned to the educational agency, and/or whether, when and how the data will be destroyed) –

> This Agreement will be in effect for a School so long as that School has an active subscription to the IXL Service. Upon expiration or termination of a School's subscriptions without renewal, IXL will delete student data and teacher or principal data in accordance with the terms of any applicable written agreement with the School, written requests from authorized School administrators, and our standard data retention schedule. Authorized School administrators may contact IXL at compliance@ixl.com to request additional information about our standard data retention schedule and available options for customizing IXL's standard data retention schedule to meet individual School requirements.

•8 CRR-NY § 121.3(c)(4) if and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected –

> Parents, students, eligible students, and teachers or principals may contact their School to exercise this right. IXL will cooperate with the School to effectuate such requests at the School's direction.

- 8 CRR-NY § 121.3(c)(5) where the student data or teacher or principal data will be stored, described in such a manner as to protect data security, and the security protections taken to ensure such data will be protected and data security and privacy risks mitigated –

  Student data and teacher or principal data for Schools located in New York will be stored in the United States. Such data will be stored in a manner consistent with the NIST Cybersecurity Framework to mitigate against data security and privacy risks.

- 8 CRR-NY § 121.3(c)(6) address how the data will be protected using encryption while in motion and at rest –

  IXL will utilize a technology or methodology specified or permitted by the Secretary of the United States Department of Health and Human Services in guidance issued under section 13402(H)(2) of Public Law 111-5.

- 8 CRR-NY § 121.6(a)(4) specify how officers or employees of the third-party contractor and its assignees who have access to student data, or teacher or principal data receive or will receive training on the Federal and State laws governing confidentiality of such data prior to receiving access –

  IXL periodically provides training to its employees regarding data security and privacy obligations with respect to such data.

- 8 CRR-NY § 121.6(a)(5) specify if the third-party contractor will utilize sub-contractors and how it will manage those relationships and contracts to ensure personally identifiable information is protected –

  While IXL does not sub-contract portions of any particular contract with a customer, IXL does utilize vendors in the course of providing the IXL Service. Such vendors will only be provided personally identifiable information to the extent necessary for them to provide their contracted-for services and will be subject to obligations of confidentiality and security consistent with this Section 5.2.

- 8 CRR-NY § 121.6(a)(6) specify how the third-party contractor will manage data security and privacy incidents that implicate personally identifiable information including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify the educational agency –

  IXL will manage and respond to Security Events as set forth in Section 5 of this Agreement and Section 8 of the Privacy Policy. As required by Ed Law 2-d, IXL will notify the school of a Security Event in the most expedient way possible and without unreasonable delay.

- 8 CRR-NY § 121.6(a)(7) describe whether, how and when data will be returned to the educational agency, transitioned to a successor contractor, at the educational agency's option and direction, deleted or destroyed by the third-party contractor when the contract is terminated or expires –

> Upon expiration or termination of a School's subscriptions without renewal, IXL will delete student data and teacher or principal data in accordance with the terms of any applicable written agreement with the School, written requests from authorized School administrators, and our standard data retention schedule. Authorized School administrators may contact IXL at compliance@ixl.com to request additional information about our standard data retention schedule and available options for customizing IXL's standard data retention schedule to meet individual School requirements.

6. MEMBERSHIP AND BILLING FOR ACCOUNTS WITH AUTOMATIC RENEWAL

This Section 6 applies to accounts that have been created through the Service using a credit card and automatically renew.

You can find specific details regarding your membership with IXL at any time. Simply sign in to your IXL account, click on the account menu in the upper-right corner, and select Membership details. You may also contact IXL with any questions that you may have by contacting us.

Billing and Automatic Renewals.

MEMBERSHIP SUBSCRIPTION RENEWAL FEES WILL BE AUTOMATICALLY CHARGED TO YOUR CARD ON FILE EACH SUBSCRIPTION PERIOD (MONTHLY OR YEARLY), UNTIL YOU CANCEL.

By starting your IXL membership, you are expressly agreeing that we are authorized to charge you the membership fee associated with the term of your membership (e.g., monthly or yearly) you chose during registration. Thereafter, we will automatically renew your subscription on each (monthly or yearly) anniversary of your subscription date, and as authorized by you by checking the box demonstrating your consent for automatic monthly/yearly renewals of your subscription during the sign-up process, we will charge your then-current payment method (or to a different payment method if you change your account information) associated with your account with the applicable then-current fee and any sales or similar taxes that may be imposed. Please note that prices and charges are subject to change with notice. As used in this Agreement, "billing" shall indicate either a charge or debit, as applicable, against your Payment Method.

You acknowledge that the amount billed each billing period may vary for reasons that include differing amounts due to changes in your membership plan, and you authorize us to charge your Payment Method for such varying amounts. Payments are nonrefundable and there are no refunds or credits for partially used periods. We may change the fees and charges in effect, or add new fees and charges from time to time, but we will give you advance notice of these changes. If you want to use a different Payment Method or if there is a change in Payment Method, such as your credit card validity or expiration date, you may edit your Payment Method information from your Membership details page. To access your Membership details page, sign in to your IXL account, click on the account menu in the upper-right corner, and select Membership details. If your Payment Method reaches its expiration date and you do not edit your Payment Method information or cancel your account (see, "Cancellation" below), you authorize us to continue billing that Payment Method and you remain responsible for any uncollected amounts.

You must cancel your membership before it renews each billing period to avoid billing of the next membership fee to your Payment Method. The membership fee will be billed at the beginning of the paying portion of your membership and each month or year thereafter unless and until you cancel your membership. Sign in to your IXL account, click on the account menu in the upper-right corner, and select Membership details to see the commencement date for your next renewal period. We automatically bill your Payment Method each month or year on the calendar day corresponding to the commencement of your paying membership. Membership charges are fully earned upon payment.

Note: In the event your monthly membership began on a day not contained in a given month, we bill your Payment Method on the last day of such month. For example, if you became a paying member on January 31, your Payment Method would next be billed on February 28.

Cancellation of Automatic Renewals. You may cancel your IXL membership at any time, and cancellation will be effective immediately. You will continue to have access to the program until the current billing period ends. We do not provide refunds or credits for any partially used membership periods. To cancel your membership, sign in to your IXL account and click the words "Cancel membership" on your Membership details page. Follow the instructions for cancellation under the heading "Cancel Membership."

Price Changes. We reserve the right to adjust the pricing for our Service, including but not limited to membership subscription plans, in any manner and at any time as we may determine in our sole and absolute discretion.

Except as otherwise expressly provided for in this Agreement, any price changes will take effect following posting or other notice to you (e.g., e-mail).

Purchases through Third-Party Stores. If you purchased your IXL membership through a third-party store, such as through your Apple iTunes or Google Play account, portions of this Section may not apply to you. Because such a purchase is between you and the third-party store, and not IXL, you acknowledge and agree that IXL is not responsible for billing for your membership and is not responsible or liable for any claims relating to the billing of your purchase. If you have questions about membership or billing, you should contact the Apple iTunes store directly.

7. ACCOUNT PASSWORD AND SECURITY

You will have a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify IXL of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. IXL cannot and will not be liable for any unauthorized access to your account or data that arises from your acts or omissions.

IXL accounts may not be shared by more than one person or organization unless express authorization is given by IXL Learning, Inc.

8. USER CONTENT

You are solely responsible for any content that you create, transmit or display while using the Service.

The Service or IXL may now or in the future allow Users to submit, post, display, provide, or otherwise make available content such as text, images, comments, questions, and other content or information (any such materials a User submits, posts, displays, provides, or otherwise makes available on the Service is referred to as "**User Content**").

We claim no ownership rights over User Content created by you. The User Content you create remains yours.

By submitting, posting, displaying, providing, or otherwise making available any User Content on or through the Service or to IXL, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to IXL a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list

information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service and IXL's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User of the Service a non-exclusive license to access your User Content through the Service, and to use, reproduce, distribute, display and perform such User Content as permitted through the functionality of the Service and under this Agreement.

You must have the legal right to the User Content you submit to the Service. You may not upload or post any User Content to the Service that infringes the copyright, trademark or other intellectual property rights of a third party nor may you upload User Content that violates any third party's right of privacy or right of publicity. You may post only User Content that you have permission to post by the by the owner or by law.

9. COPYRIGHT COMPLAINTS

It is our policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA").

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify IXL's copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing and where it is located on the Service;
4. Information reasonably sufficient to permit IXL to contact you, such as your address, telephone number, and, e-mail address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

DMCA Agent; Legal Department
IXL Learning, Inc.
777 Mariners Island Blvd.
Suite 600
San Mateo, CA 94404
E-mail: legalnotices@ixl.com

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE
MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL
PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY
DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying IXL and its affiliates
that your copyrighted material has been infringed. The preceding
requirements are intended to comply with IXL's rights and obligations under
the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It
may be advisable to contact an attorney regarding your rights and obligations
under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, IXL has adopted a
policy of terminating, in appropriate circumstances, Users who are deemed to
be repeat infringers. IXL may also at its sole discretion limit access to the
Service and/or terminate the accounts of any Users who infringe any
intellectual property rights of others, whether or not there is any repeat
infringement.

10. SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with and
are solely responsible for ensuring compliance with all local laws, regulations,
and rules in the jurisdiction(s) in which you reside. You agree to comply with
all applicable laws regarding the transmission of data exported from the
United States or the jurisdiction(s) in which you reside.

11. INDEMNITY

To the extent permitted by applicable law, you agree to indemnify and hold
IXL, and its subsidiaries, affiliates, officers, agents, co-branders or other
partners, and employees, harmless from any claim or demand, including
reasonable attorneys' fees, made by any third party due to or arising out of
(i) content you submit, post, transmit or make available through the Service,
including without limitation, User Content, (ii) your use or misuse of the
Service, (iii) your connection to the Service, (iv) your violation of the
Agreement, (v) your violation of any applicable law or the rights of another

person or entity, (vi) your willful misconduct, or (vii) any other party's access and use of the Service with your unique username, password, or other appropriate security code. IXL reserves the right, at our own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims.

12. NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

13. NOTIFICATION PROCEDURES AND MODIFICATIONS TO AGREEMENT

IXL may provide notifications, whether required or provided by law or otherwise, to you via e-mail notice, written or hard copy notice, or through posting of such notice on our website, as determined by IXL in our sole discretion.

IXL may, in its sole discretion, modify or update this Agreement from time to time, which will be reflected in the `date last modified´ set forth below. If we change this Agreement in a material manner, we will update the `Effective Date´ at the top of this page and notify you that material changes have been made to this Agreement. Your continued use of the Services following such update constitutes your acceptance of the revised Terms. If you do not agree to any of the terms in this Agreement or to any future terms in a future revision of this Agreement, do not use or access (or continue to access) the Service.

Notwithstanding the foregoing, IXL shall not make any material change to the Terms that relate to the collection or use of Student Data without first giving notice to the school or parent and providing a choice before the Student Data is used in a materially different manner than was disclosed when the information was collected.

In the event that you have entered into a signed, written agreement with IXL in addition to this Agreement, any changes to this Agreement will not be effective as to you until either (a) you affirmatively accept the changes to this Agreement, either electronically or in a signed writing or (b) upon renewal at the end of the current term of your account.

You will not be permitted to continue using the Service and IXL reserves the right to cancel your account without notice if you refuse or otherwise fail to accept changes made by IXL to this Agreement.

Notices that are required or permitted to be sent to IXL must be sent to the following mailing address by certified mail with a copy sent by e-mail.

Legal Department
IXL Learning, Inc.
777 Mariners Island Blvd.
Suite 600
San Mateo, CA 94404
E-mail: legalnotices@ixl.com

14. MODIFICATION OR TERMINATION OF SERVICE

IXL reserves the right at any time and from time to time to modify or temporarily discontinue the Service (or any part thereof) with or without notice. You agree that IXL shall not be liable to you or to any third party for any modification, suspension or temporary discontinuance of the Service. In the event of permanent discontinuance of the Service, IXL's liability is limited to the paid subscription price, pro-rated to the amount of time remaining on the subscription.

You agree that IXL, in its sole discretion, may suspend or terminate your password, account (or any part thereof) or use of the Service, for any reason, including, without limitation, for lack of use or if IXL believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. You agree that any termination of your access to the Service under any provision of this Agreement may be implemented without prior notice, and you acknowledge and agree that IXL may immediately deactivate or delete your account and all data relating to your account and/or bar any further access to the Service. Further, you agree that IXL shall not be liable to you or any third party for any termination of your access to the Service.

15. LINKS

The Service may provide, or third parties may provide, links to other Internet websites or resources. Because IXL has no control over such sites and resources, you acknowledge and agree that IXL is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that IXL shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

16. IXL's PROPRIETARY RIGHTS

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property

and other laws. You further acknowledge and agree that information presented to you through the Service is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by IXL or advertisers, you agree not to copy, modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part. Any automated scraping, harvesting, indexing, mining, or any other extraction of any content from the Service is expressly prohibited.

The Service is protected by copyright and other laws in both the United States and elsewhere. Under the terms of this Agreement, it is expressly forbidden to distribute or reproduce the content of the Service or any portion thereof by any means, including but not limited to electronic and print.

IXL reserves the right to cancel your account without refund if it is determined that you have violated this section of the Agreement.

17. DISCLAIMER OF WARRANTIES
YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

2. IXL MAKES NO WARRANTY OR CONDITION THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

3. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THE AGREEMENT.

18. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL IXL, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF IXL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

In no event shall IXL or its subsidiaries, parent companies, affiliates, licensors, contractors, employees, officers, directors, agents or third-party partners' total liability to you for all damages, losses, and causes of action arising out of or relating to this Agreement or your use of the IXL Service (whether in contract, tort, warranty or otherwise, exceed the amount paid by you, if any, for accessing the IXL Service during the twelve (12) months preceding your claim or one hundred dollars ($100), whichever is greater.

19. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN CLAIMS OR DAMAGES SUCH AS INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

20. TRADEMARK INFORMATION

IXL and the IXL logo are registered trademarks of IXL Learning, Inc. You agree not to use any IXL trademarks without the express advance written permission of IXL.

21. GOVERNING LAW AND VENUE

You agree that: (i) the Service shall be deemed solely based in California; and (ii) the Service shall be deemed a passive one that does not give rise to

personal jurisdiction over us, either specific or general, in jurisdictions other than California. This Agreement shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). This Agreement is a contract for the provision of services and not a contract for the sale of goods. The provisions of the Uniform Commercial Code (UCC), the Uniform Computer Information Transaction Act (UCITA), or any substantially similar legislation as may be enacted, shall not apply to this Agreement. If you are located outside of the territory of the United States, the parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the rights and obligations of the parties under this Agreement.

You agree to submit to the personal jurisdiction of the federal and state courts located in San Mateo County, California for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that San Mateo County, California is the proper forum for any appeals of an arbitration award or for trial court proceedings if the arbitration provision below is found to be unenforceable.

22. ARBITRATION

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM IXL. For any dispute with IXL, you agree to first contact us at legalnotices@ixl.com and attempt to resolve the dispute with us informally. In the unlikely event that IXL has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to this agreement, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in San Mateo County, California, unless you and IXL agree otherwise. If you are a School or are using the Service for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the

award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. If you are an individual using the Service for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing IXL from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights.

23. CLASS ACTION/JURY TRIAL WAIVER

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND IXL ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

24. ADDITIONAL TERMS FOR MOBILE APPLICATIONS

Mobile Applications, Generally. We may make available software to access the Service via a mobile device ("Mobile Applications"). To use a Mobile Application, you must have a mobile device that is compatible with at least one of the Mobile Applications. IXL does not warrant that the Mobile Applications will be compatible with your mobile device. You may use mobile data in connection with the Mobile Applications and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges. IXL hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Applications for one IXL User Account on one mobile device owned or leased solely by you, for your personal use. You may not: (i) modify,

disassemble, decompile or reverse engineer the Mobile Applications, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease,

loan, resell, sublicense, distribute or otherwise transfer the Mobile Applications to any third party or use the Mobile Applications to provide time sharing or similar services for any third party; (iii) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Applications, features that prevent or restrict use or copying of any content accessible through the Mobile Applications, or features that enforce limitations on use of the Mobile Applications; or (iv) delete the copyright and other proprietary rights notices on the Mobile Applications. You acknowledge that IXL may from time to time issue updates and upgrades, including but not limited to upgraded versions of the Mobile Applications, and may automatically electronically upgrade the version of the Mobile Applications that you are using on your mobile device. By installing the Mobile Applications, you consent to the activation of the Mobile Application by IXL, 777 Mariners Island Blvd., Suite 600, San Mateo, CA 94404, and to all future automatic upgrading and updating on your mobile device, and agree that the terms and conditions of this Agreement will apply to all such upgrades. You can withdraw your consent at any time by uninstalling the Mobile Applications. To request assistance, please contact IXL support at help@ixl.com. You acknowledge and understand and agree that the Mobile Applications, and the Service (including any updates and upgrades) will (a) cause your device to automatically communicate with our servers to deliver the Service's functionalities (as described where you downloaded the Mobile Applications (such as iTunes and Google stores) (b) affect the app-related preferences or data stored in your device, and (c) collect personal information as set out in our Privacy Policy. Any third-party code that may be incorporated in the Mobile Applications is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Applications or any copy thereof, and IXL or its third-party partners or suppliers retain all right, title, and interest in the Mobile Applications (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. IXL reserves all rights not expressly granted under this Agreement. If the Mobile Applications is being acquired on behalf of the United States Government, then the following provision applies. The Mobile Applications will be deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, reproduction, release, performance, display or disclosure of the Service and any accompanying documentation by the U.S. Government will be governed solely by this Agreement and is prohibited except to the extent expressly permitted by this Agreement. The Mobile Applications originates in the United

States, and is subject to United States export laws and regulations. The Mobile Applications may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile Applications may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the Mobile Applications and the Service.

Mobile Applications from Apple App Store. The following applies to any Mobile Applications you acquire from the Apple App Store ("Apple-Sourced Software"): You acknowledge and agree that this Agreement is solely between you and IXL, not Apple, Inc. ("Apple") and that Apple has no responsibility for the Apple-Sourced Software or content thereof. Your use of the Apple-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple-Sourced Software. In the event of any failure of the Apple-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to IXL as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the Apple-Sourced Software or your possession and/or use of the Apple-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to IXL as provider of the software. You acknowledge that, in the event of any third-party claim that the Apple-Sourced Software or your possession and use of that Apple-Sourced Software infringes that third party's intellectual property rights, IXL, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement. You and IXL acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement as relates to your license of the Apple-Sourced Software, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as relates to your license of the Apple-Sourced Software against you as a third-party beneficiary thereof.

<u>Mobile Applications from Google Play Store.</u> The following applies to any Mobile Applications you acquire from the Google Play Store ("Google-Sourced Software"): (i) you acknowledge that the Agreement is between you and IXL only, and not with Google, Inc. ("Google"); (ii) your use of Google-Sourced Software must comply with Google's then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (iv) IXL, and not Google, is solely responsible for its Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or the Agreement; and (vi) you acknowledge and agree that Google is a third-party beneficiary to the Agreement as it relates to IXL's Google-Sourced Software.

25. GENERAL TERMS

This Agreement, together with any amendments and any additional agreements you may enter into with IXL relating to the Service, shall constitute the entire agreement between you and IXL and govern your use of the Service, superseding any prior agreements between you and IXL. We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance or website. This Agreement may only be superseded by a signed, notarized writing executed by an officer of IXL. The failure of IXL to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued. We might make versions of this Agreement or one or more of our Policies available in languages other than English. If we do, the English version of this Agreement and any such Policies will govern our relationship and the translations are provided for convenience only and will not be interpreted to modify the English version of this Agreement or such Policies.

The section titles in this Agreement are for convenience only and have no legal or contractual effect.

Last Updated: January 27, 2021

IXL Service Privacy Policy

Effective date: July 1, 2020

IXL Learning, Inc. (hereafter called "IXL" "us" or "we") knows that you care how information about you is used and shared, and we appreciate your trust that we will do so carefully and sensibly. This Privacy Policy describes our collection and use of personal information collected from you through the online and/or mobile services, websites, and software provided on or in connection with www.ixl.com (collectively, the "Service"), which are offered through (i) www.ixl.com, (ii) mobile applications associated with www.ixl.com, and (iii) any other IXL website, app or online service which links to this Privacy Policy. "You" or "your" means a visitor or a user (whether signed in or not) of our Service. Your use of the Service is conditioned on your acceptance of this Policy.

A note about Student Data: This Service may be purchased by providers of educational services, such as schools, school districts, or teachers (collectively referred to as "Schools") that use our services for educational purposes. When IXL contracts with a School to provide the Service, we may collect or have access to Student Data (defined below), which may be provided by the School or by the student. We consider such Student Data to be strictly confidential and in general do not use such data for any purpose other than improving and providing our Services to the School or on the school's behalf. Our collection, use and sharing of Student Data is governed by our contracts with the School and any applicable laws and regulations including, in the U.S., provisions of the Family Educational Rights and Privacy Act ("FERPA"), the Children's Online Privacy Protection Act ("COPPA") and applicable state laws. If you have any questions about reviewing, modifying, or deleting personal information of a student, please contact your School directly. See Section 11 to understand the principles which guide our collection, use and disclosure of Student Data.

1. What information does IXL collect about you?

IXL collects information in several ways from different parts of the Service.

Information you provide to us. The type of personal information we collect may vary depending on your account type.

- **School Information.** When a teacher, school administrator, or other authorized person associated with a School registers for an account on our Service or corresponds with us, we may collect personal information such as a name, e-mail address, payment information, username and password, and information about the School.

- **Student Information.** Once registered, a School may provide information about its students, such as student names or other identifiers, passwords, e-mail address for the student or the student's parent or legal guardian, and educational level and topic of study. Personal information collected from or about students, along with other information associated with that personal information is "**Student Data**." The School may elect to provide user names or identifiers which are not readily identifiable to anyone outside of the School community in lieu of a full student name, at its discretion. Additionally, some Schools may elect to use a single-sign on (SSO) service like G Suite for Education rather than usernames and passwords to authenticate student access.

- **Parent and Child Information.** When a parent or guardian ("Parent") registers for an account on our Service or corresponds with us, we may collect personal information such as a name, e-mail address, payment information, username and password. We may also collect information about the child(ren) authorized by the Parent to use the Service through the Parent's account, including a profile name for the child user and selection of a profile avatar. Each child user profile must be associated with a Parent account, and children cannot access the Service without the Parent first signing in to the Parent account with the Parent's sign in credentials.

- **Learning and Activity Information.** During the course of providing the Service, we collect information about your use of the Service, as well as any information that you submit to the Service, such as answers to questions or content or messages posted or shared through the Service. In addition, we may ask you for personal information at other times, such as when you contact our technical support team, send us an e-mail, complete a user survey or otherwise communicate with IXL.

Information we receive automatically from your use of our Service. Like most websites and online services, IXL and our vendors automatically collect certain types of usage information when you visit www.ixl.com, read our e-mails, use our Service or otherwise engage with us. This information is typically collected through a variety of tracking technologies, including cookies, web beacons, Locally Stored Objects (LSOs such as Flash or HTML5), log files, and similar technology (collectively, "tracking technologies"), and we may use third party providers to collect this information on our behalf. These tracking technologies collect information about how you access and use the Service (e.g., referring / exit pages and URLs, how frequently you access the Service, the pages you

view, the links you click, and other actions you take on the Service); information about your browser and information about the device(s) you use to access the Service (e.g., Internet Protocol (IP address), browser type, browser language, Internet service provider, device type, model and manufacturer, a unique ID that allows us to uniquely identify your browser, device or account, operating system brand and model, and whether you access the Service from multiple devices). We may also collect information about your geographical location data at the city level. We may collect analytics data, or use third-party analytics tools, such as Google Analytics, to help us measure traffic and usage trends for the Service and to understand more about the demographics and behaviors of our users. You can learn more about Google's practices at http://www.google.com/policies/privacy/partners. We may also work with third party partners to employ technologies, including the application of statistical modeling tools, which permit us to recognize and contact you across multiple devices. Although we do our best to honor the privacy preferences of our users, we are unable to respond to Do Not Track signals set by your browser at this time.

We use or may use the data collected through tracking technologies to secure the Service, improve the Service, to save you time, to provide better technical support, for promotional purposes, and to track website usage. For example, tracking technologies help us to:

1. Keep track of whether you are signed in or have previously signed in so that we can display all the features that are available to you.
2. Remember your settings on the pages you visit, so that we can display your preferred content the next time you visit.
3. Customize the function and appearance of the pages you visit based on information relating to your account; for example, to default you to a particular grade level, or to remember customized settings for a report.
4. Track website usage for various purposes including website optimization, website improvement, sales, marketing, and billing.

Most browsers are initially set up to accept cookies, but you can reset your browser to refuse all cookies or to indicate when a cookie is being sent. However, some features and services (particularly those that require you to sign in) may not function properly if your cookies are disabled. You may also set your e-mail options to prevent the automatic downloading of images that may contain technologies that would allow us to know whether you have accessed our e-mail and performed certain functions with it. Deleting cookies does not prevent the collection of information through non-cookie technologies and does delete Local Storage Objects (LSOs) such as Flash objects and HTML5. You can learn more about Flash objects — including how to manage privacy and storage settings for Flash cookies

— on Adobe's website or by clicking here. If you choose to delete Flash objects from our sites, then you may not be able to access and use all or part of the sites or benefit from the information and services offered.

We and our third-party partners may also use cookies and tracking technologies for advertising purposes. For more information about tracking technologies, please see "**Third-party tracking and online advertising**" below.

2. How IXL uses the information we collect

We use the information we collect for the following purposes:

To provide and maintain the Service. We use the information we collect to deliver the Service to you. For example, we need to use your information to process payments, personalize learning curriculums, provide Schools, Parents and students with information and reports about student and child performance and use of the Service, respond to inquiries and provide customer support.

To improve, personalize, and develop the Service. We use information to tailor the content and information that we may send or display to users, to offer personalized content and instructions, and to otherwise personalize your experience while using the Service, including on various devices you may use to access the Service. We collect statistics to better understand how users access and use our Service, monitor the effectiveness of our Service, detect usage patterns, and to diagnose or fix technology problems. We also use information to demonstrate the effectiveness of the Service and perform research, and to develop, support, and improve our Service and other educational products and services.

To communicate with you. We use your information to provide transactional notifications for certain activities relating to your use of our Service. For example, we may send e-mail notifications when a user completes an activity, to provide receipt for payment or other subscription notices. From time to time, we may send periodic promotional or informational e-mails to School or Parent users. We do not use Student Data to send marketing communications, and we do not send marketing communications to student or child users. You may opt-out of certain communications (e.g., marketing or certain notifications about your use of the Service) by following the opt-out instructions contained in the e-mail. You may not opt out of service-related communications (e.g., account verification, transactional communications, changes/updates to features of the Service, technical and security notices).

To promote safety and security and respond to legal process. We use information to promote the safety and security of our Service, our uses

and other third parties. For example, we may use the information to authenticate users, facilitate secure payments, detect and prevent fraud and other harmful activities, respond to legal requests or claims, and enforce our terms and policies.

3. How does IXL share your information?

IXL may share or disclose your personal information as needed to provide our Service or with your consent or permission. We may also share personal information in the circumstances described below.

Third parties with Consent or as Instructed We share information with consent and at the direction of Schools and Parents. For example, a School or Parent may direct IXL to share specific information with another individual, such as when a teacher directs IXL to send a communication to a parent. Similarly, we may share personal information with third parties, for example, if a School authorizes Google login or similar authentication tools for that School's user accounts.

Others within the School. IXL may share information collected from users associated with a School with other users or persons designated by the School, such as teachers and school administrators of that School. Messages and content shared or posted by members of a School community, such as messages between a teacher and students in a class, will be accessible by School administrators or other designated School users.

Vendors and Service Providers. IXL may share information with our trusted vendors, third party service providers and individuals to provide services or products for us or on our behalf, which may include analytics, hosting, billing, targeted advertising, and marketing (provided however, that IXL will not knowingly use any Student Data to target advertising or marketing). Vendors and service providers who have access to Student Data, if any, shall be contractually bound to uphold privacy and confidentiality terms no less protective than those provided herein.

Aggregate or De-Identified Information. We may share information in aggregated and/or anonymous form that cannot reasonably be used to identify an individual. For example, IXL may disclose aggregated user statistics (i.e., the total number or percentage of IXL users from a particular geographic region) in order to describe our Service to current and prospective partners and other third parties, and for other lawful purposes.

Merger or Sale. If IXL becomes involved in a merger, acquisition, bankruptcy, change of control, or any form of sale of some or all of its assets, your personal information may be transferred or disclosed in

connection with the business transaction. In such an event, we will make efforts to provide notice before personal information is transferred and becomes subject to a different privacy policy. We will not transfer Student Data associated with School accounts in the event of a merger or sale unless the recipient has committed to The Student Privacy Pledge principles or similarly stringent privacy protections, or we will provide Schools with notice and an opportunity to opt-out of the transfer of Student Data by terminating their accounts and any associated student users before the transfer occurs.

Other. IXL may release personal information if it has a good faith belief that access, use, preservation, or disclosure of such information is reasonably necessary to (a) satisfy any applicable law, regulation, legal process, or enforceable governmental request; (b) enforce applicable Terms of Service, including investigation of potential violations thereof; (c) detect, prevent or otherwise address fraud, security or technical issues; (d) protect the rights, property, or personal safety of IXL, its users, or the public; or (e) as required or permitted by law.

4. Third-party tracking and online advertising

IXL does not display any targeted advertising on the Service.

Please note that although we may permit third party advertising partners to collect information from visitors to adult-directed areas of the Service for the purpose of displaying advertisements on other websites or online services on our behalf, we take many steps to prevent these third-party advertising networks from collecting information for targeted advertising purposes once a subscriber to our Service signs into our Service. Please note that we rely on cookies to identify whether you are a subscriber to our Service and if you delete or block cookies, you may also delete the IXL cookie which prevents subscribers from receiving targeted IXL advertisements on other websites or online services.

We work with third-party online advertising networks which use technology to recognize your browser or device and to collect certain types of usage information about your visit to or use of our Service to provide customized content, advertising and commercial messages to you on other websites or services, or on other devices you may use. We (through the third-party advertising networks) use this information to direct our online advertisements to those people who may find them relevant to their interests. Typically, though not always, the information is collected through cookies or similar tracking technologies. You may be able to set your browser to reject cookies or other tracking technology by actively managing the settings on your browser or mobile device, though these tools may not be effective for all third-party tracking technologies,

including Flash or HTML5 cookies. To learn more about cookies, clear gifs/web beacons and online advertising technologies and how you may opt-out of some of this advertising, you may wish to visit the Digital Advertising Alliance's resources at www.aboutads.info/choices and/or the Network Advertising Initiative's online resources, at www.networkadvertising.org.

If you do not want to receive targeted advertising from IXL based on your visit to our website, you can use the below link to request that IXL take steps to prevent third-party advertising networks from using information about your visit to our website to display targeted IXL advertisements to you on other websites or services on behalf of IXL. IXL cannot, however, guarantee that such steps will eliminate all collection and/or display of targeted advertising, and it may take some time for your request to take effect. Such requests will not prevent you from receiving contextual advertising or other types of advertisements that are displayed without taking into consideration whether you have previously visited www.ixl.com (for example, advertisements shown on the basis of a search term keyword). Such requests will not stop the collection of information for purposes other than advertising (e.g., for website analytics). This opt-out requires the setting of a cookie in your browser to record your request (and thus will no longer be effective if the required cookie is deleted), will be effective only in the browser from which you make the request, and will be effective for a maximum of one year from the request. If you delete cookies, change your browser settings, switch browsers or computers, or use another operating system, you will need to make the request again. You may make additional requests at any time.

Click here to request not to have information about your visit to www.ixl.com tracked for the purpose of displaying targeted IXL advertisements on other sites or services.

5. How to control e-mail communications

IXL may, from time to time, send you e-mail regarding our products and services, or your use of our products and services. Only IXL (or its vendors or service providers operating on its behalf) will send you these e-mails. You can choose not to receive these e-mails by clicking the unsubscribe link in any e-mail or by contacting help@ixl.com. Please note that you are not permitted to unsubscribe or opt-out of non-promotional messages regarding your account, such as account verification, changes or updates to features of the Service, or technical or security notices.

6. How to access, update or delete your personal information

You may edit your account information at any time by signing in to your account, clicking on the account menu in the upper-right corner, and

selecting Profile & settings. We recommend that you review your personal information periodically to ensure that it is accurate, complete, and current. If you do not provide and maintain accurate contact information for your account, we may not be able to provide you with the notices set forth in this Privacy Policy.

If you are a parent or guardian of a student who uses the IXL Service through a School, please refer all questions and requests regarding access, modification, or deletion of your student's user account or Student Data to your child's school. The School may, at its discretion, address such requests with IXL and IXL shall respond promptly to all access, modification and deletion requests it receives from Schools.

Please contact compliance@ixl.com for further instructions about deleting or deactivating your account or deleting your personal information. We may not be able to comply with your request in all circumstances. For example, certain requests to access, update or delete personal information and data associated with a School account or license may be subject to approval by the School. When account information is deleted or de-identified, certain residual information may remain within our archive records, such as for customer and technical support, billing and tax purposes.

7. How long does IXL retain your information?

We will retain personal information for as long as needed to provide the Service and for our internal business purposes, which may extend beyond the termination or cancellation of your subscription or user account. For example, we may retain certain data as necessary to prevent fraud or future abuse, for recordkeeping or other legitimate business purposes, or if required by law. We may also retain and use information which has been de-identified or aggregated such that it can no longer reasonably identify a particular individual. All retained personal information will remain subject to the terms of this Privacy Policy.

Student Data. We will not knowingly retain Student Data beyond the time period required to support an educational purpose, unless authorized by a School or parent. We do not delete or de-identify any Student Data from an active student user account associated with a School except at the direction of the School. The School is responsible for maintaining current student rosters and identifying Student Data which the School no longer needs for an educational purpose by removing students from the school's master roster or by submitting a deletion request.

Unless otherwise directed by a School or Parent, we will delete or de-identify personal information of student and child users after a period of inactivity, after the termination or cancellation of the license subscription,

or after termination of our agreement with the School, in accordance with the terms of any applicable written agreement with the School, written requests from authorized School administrators, and our standard data retention schedule. Authorized School administrators may contact us at compliance@ixl.com to request additional information about our standard data retention schedule and available options for customizing IXL's standard data retention schedule to meet individual School requirements.

We may not be able to immediately or completely delete all data in all instances, such as information retained in technical support records, customer service records, backups, and other similar business records. We will not be required to delete any information which has been de-identified or disassociated with personal identifiers such that the remaining information cannot reasonably be used to identify a particular individual.

8. How does IXL protect your information?

Information Security. The security of your personal information is very important to us. We have implemented a variety of physical, administrative and technological safeguards designed to preserve the integrity and security of the personal information we collect and to protect against unauthorized access to data. These include internal reviews of our data collection, storage, and processing practices and security measures, as well as physical security measures to guard against unauthorized access to systems where we store personal data. We restrict access to personal information to IXL employees, contractors, and agents who need to know that information in order to operate, develop, or improve our services. Our employees may be subject to disciplinary action, including termination, if they fail to meet privacy and confidentiality obligations. However, no security system is impenetrable—for that reason, we cannot guarantee the security of your personal information. If personal information under our control is compromised as a result of a breach of security, we will take reasonable steps to investigate the situation and take all steps required by applicable laws and regulations and our agreements with any affected Schools.

Maintaining the security of your personal information also requires your cooperation and involvement. For your protection, remember to sign out of all accounts before closing your browser. There is a sign out link available on most IXL pages. After signing out, make sure to close all browser windows. In addition, do not use the "Remember" feature if you are signing in to your account from a computer that other persons may have access to. This is to ensure that others cannot access your personal information if you share a computer with someone else or are using a public computer.

Please keep your password secure. If you have forgotten your password, you may request a new one by contacting help@ixl.com. A new password will be sent to the e-mail address you specified during registration. For all other problems signing in to the IXL Service, please contact our technical support team using the contact information at the end of this policy.

If you have any concerns about the security of your account or the security of the Service, we ask that you report your concern to us immediately at security@ixl.com. While we are unable to respond to all security concerns, we appreciate your feedback and take all reported concerns seriously.

Data storage and transfer. IXL is located in the United States. Personal information collected through our Website and Service may be stored and processed in the United States or any other country in which IXL or its affiliates or service providers maintain facilities.

9. Region-specific disclosures

We may choose or be required by law to provide different or additional disclosures relating to the processing of personal information about residents of certain countries, regions or states. Please refer below for disclosures that may be applicable to you.

Notice for California Residents

This section applies to you if you are a resident of the state of California and for purposes of this section the term "personal information" has the meaning provided by the California Consumer Privacy Act (the "CCPA"). Please note this section does not apply to Student Data that we process on behalf of our School customers. Because IXL provides the Services to Schools as a "School Official," we collect, retain, use and disclose Student Data only for or on behalf of our School customers for the purpose of providing the Services specified in our agreement with the School and for no other commercial purpose. If you have any questions or would like to exercise your California rights, please contact your School directly.

Residents of California may be entitled to certain rights with respect to personal information that we have collected about them under the CCPA:

- **Right to Know.** The right to request to know more about the specific pieces or categories of personal information we have collected, the categories of data sources, and the categories of third parties with whom we have shared the personal information for a business or commercial purpose in the last 12 months.

- **Right to Request Deletion.** The right to request the deletion of personal information that we have collected from you, subject to certain exceptions.
- **Right to Opt Out of Personal Information Sales.** The right to direct us not to sell (as such term is defined by the CCPA) personal information we have collected about you to third parties.

You also have the right to be free of discrimination for exercising these rights. However, please note that if the exercise of these rights limits our ability to process personal information (such as in the case of a deletion request), we may no longer be able to provide you the Service or engage with you in the same manner.

To request to exercise your right to know and/or right to deletion, please submit a request by emailing compliance@ixl.com with the subject line, "California Rights Request." We will need to verify your identity before processing your request, which may require us to request additional personal information from you or require you to log into your account, if you have one. In certain circumstances, we may decline or limit your request, particularly where we are unable to verify your identity or locate your information in our systems, or as permitted by law.

We do not "sell" personal information to third parties without consent, however, we do allow certain third party advertising networks and other third party businesses to collect your personal information directly from your browser or device through cookies and related technologies for advertising, attribution, analytics and research purposes. These third parties may use such personal information for their own purposes in accordance with their own privacy statements, which may include reselling this information to additional third parties. By visiting www.privacyrights.info, you can opt out from sales of this type of personal information by businesses that participate in the DAA's CCPA App-based Opt-Out Tool.

Please see the section called "**Third-party tracking and online advertising**" for more information about how third parties use cookies and related technologies to collect information automatically on our websites and other online services, and the choices you may have in relation to those activities.

Shine the Light. California "Shine the Light" law (Civil Code Section §1798.83) provides certain rights to California residents that have an established business relationship with us with regard to the disclosure of certain types of personal information to third parties for their direct marketing purposes. We do not share your personal information with third parties for their direct marketing purposes without consent.

<u>Minors.</u> We do not sell the personal information of consumers we know to be less than 16 years of age, unless we receive affirmative authorization (the "Right to Opt In") from either the minor who is between 13 and 16 years of age, or the parent or guardian of a minor less than 13 years of age.

Notice for Nevada Residents

To exercise your individual rights under the Nevada Privacy Law (NRS Ch. 603A, Sec. 2(2)), please contact us at compliance@ixl.com. Please include "Nevada Rights Request" in the subject line.

Notice for Residents in the European Economic Area ("EEA") Residents

For personal information subject to the European Union General Data Processing Regulation ("GDPR"), we rely on several legal bases to process the data. These legal bases include where:

- The processing is necessary to perform our contractual obligations in our Terms of Service or other contracts with you (such as to provide you the Service as described in our Terms of Service);
- You have given your prior consent, which you may withdraw at any time (such as for marketing purposes or other purposes we obtain your consent for from time to time);
- The processing is necessary to comply with a legal obligation, a court order or to exercise or defend legal claims;
- The processing is necessary for the purposes of our legitimate interests, such as in improving, personalizing, and developing the Service, marketing the Service, such as new features or products that may be of interest, and promoting safety and security as described above.

If you have any questions about or would like further information concerning the legal basis on which we collect and use your personal information, please contact us using the contact details provided below in Section 14.

Residents in the EEA are entitled to certain rights with respect to personal information that we hold about them under the GDPR:

- **Right of access and portability.** The right to obtain access to your personal information, along with certain related information, and to receive that information in a commonly used format and to have it transferred to another data controller;

- **Right to rectification.** The right to obtain rectification of your personal information without undue delay where that personal information is inaccurate or incomplete;
- **Right to erasure.** The right to obtain the erasure of your personal information without undue delay in certain circumstances, such as where the personal information is no longer necessary in relation to the purposes for which it was collected or processed;
- **Right to restriction.** The right to obtain the restriction of the processing undertaken by us on your personal information in certain circumstances, such as where the accuracy of the personal information is contested by you, for a period enabling us to verify the accuracy of that personal information; and
- **Right to object.** The right to object, on grounds relating to your particular situation, to the processing of your personal information, and to object to processing of your personal information for direct marketing purposes, to the extent it is related to such direct marketing.

You may also have the right to make a GDPR complaint to the relevant Supervisory Authority. A list of Supervisory Authorities is available here: https://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm. If you need further assistance regarding your rights, please contact us using the contact information provided below and we will consider your request in accordance with applicable law. In some cases our ability to uphold these rights for you may depend upon our obligations to process personal information for security, safety, fraud prevention reasons, compliance with regulatory or legal requirements, or because processing is necessary to deliver the services you have requested. Where this is the case, we will inform you of specific details in response to your request.

10. How does IXL protect children's privacy?

IXL does not permit children under the age of 13 to create an account and does not knowingly collect personally identifying information from children under the age of 13 without the consent and at the direction of a Parent. Please contact us at compliance@ixl.com if you believe we have inadvertently collected information from a child under 13 without parental consent so that we may delete the information as soon as possible.

Parents who purchase a subscription to the IXL Service may set up a Child profile associated with the Parent's account so that children under 13 may access the Service under the Parent's supervision. Please see our IXL Service Children's Privacy Policy to learn more about how IXL collects, uses and shares information associated with Child profiles. The Children's Privacy Policy applies to all users of Child profiles, regardless of the age of the Child.

When IXL is used by a School in an educational setting, the School may authorize IXL to collect information from a child under 13. Please refer to Section 11 to learn more about how IXL protects Student Data, including Students who may be under the age of 13, when the Service is used by a School.

11. How does IXL protect Student Data and comply with laws?

When IXL provides the Service to Schools, our collection, use and disclosure of Student Data is governed by our Terms of Service and/or any other agreement with the School, by the provisions of the Family Educational Rights and Privacy Act ("FERPA"), the Children's Online Privacy Protection Act ("COPPA") and other applicable laws that may relate to the collection and use of personal information of students. If you have any questions about our collection and use of Student Data, please contact us at compliance@ixl.com. If you have any questions about reviewing, modifying, or deleting the personal information of a student, please contact your School directly.

The Student Privacy Pledge ("The Pledge"). IXL adheres to the Student Privacy Pledge, an industry standard approach to privacy for K-12 service providers. The Pledge was created by the Future of Privacy Forum (FPF) and The Software & Information Industry Association (SIIA) and has been endorsed by the National School Boards Association (NSBA), the National Parent-Teacher Association (PTA), and the White House.

As part of our commitment to The Pledge, when we have access to Student Data through the provision of our Services to a School, the following core principles guide our decisions around data, security, and technology:

- IXL does not collect, maintain, use or share Student Data beyond that needed for an authorized educational or school purpose, or as authorized by our agreement with a School.
- IXL does not use or disclose Student Data for targeted advertising purposes.
- IXL does not build a personal profile of a Student other than in furtherance of a K-12 School purpose, or as authorized by a parent.
- IXL will maintain a comprehensive data security program designed to protect the types of Student Data maintained by IXL.
- IXL will not knowingly retain Student Data beyond the time period required to support the School's purpose, unless authorized by the parent.
- IXL will clearly and transparently disclose our data policies and practices.
- IXL will never sell Student Data unless the sale is part of a corporate transaction, such as a merger, acquisition, bankruptcy, or other sale of assets, in which case we will use our best efforts to ensure the successor

entity honors the privacy commitments made in this policy and/or we will notify the School of such a sale and provide the School an opportunity to opt-out by terminating its account before the data transfer occurs.

- We will not make any material changes to our Privacy Policy or Terms of Service that relate to the collection or use of Student Data without first giving notice to the School and providing a choice before the Student Data is used in a materially different manner than was disclosed when the information was collected.

The Family Educational Rights and Privacy Act ("FERPA"). This Privacy Policy and our Service are designed to meet our responsibilities to protect personal information from the students' educational records under FERPA. We agree to work with each School to jointly ensure compliance with the FERPA regulations.

The Children's Online Privacy Protection Act ("COPPA"). This Privacy Policy and our Service are designed to comply with COPPA. We do not knowingly collect personal information from a child under 13 unless and until a School has authorized us to collect such information through the provision of the Service on the School's behalf. When a School uses our Service in the classroom or in an educational context, we rely on the School to provide appropriate consent and authorization for a student under 13 to use the Service and for IXL to collect personal information from such student, as permitted by COPPA. Upon request, we will provide the School the opportunity to review and delete the personal information collected from their students. If you are a parent and you have questions about your child's use of our Service and any information collected, you should discuss your questions with your child's School.

Students Online Personal Information Protection Act ("SOPIPA"). This Privacy Policy and our Service are designed to comply with SOPIPA. We do not use Student Data for targeted advertising purposes. We do not use collected information to amass a profile of a K-12 student except in furtherance of K-12 school purposes. We never sell Student Data unless the sale is part of a corporate transaction, such as a merger, acquisition, bankruptcy, or other sale of assets, in which case we make efforts to ensure the successor entity honors the privacy commitments made in this policy and/or we will notify you of such a sale and provide you an opportunity to opt-out by deleting your account before the data transfer occurs. We will not sell students' personal information to third parties other than in the context of a business transaction.

California Assembly Bill 1584 ("AB 1584"). This Privacy Policy and our Service are designed to comply with AB 1584. Pupil records obtained by IXL from a local educational agency ("LEA") continue to be the property of and under the control of the LEA. Parents, legal guardians, or eligible pupils

may review personally identifiable information in the pupil's records and correct erroneous information by contacting their LEA directly. In the event of an unauthorized disclosure of a pupil's records, IXL will notify the LEA and will provide the LEA with a report to be shared with the affected parent(s), legal guardians(s) or eligible pupil(s). Pupil records will be deleted and/or de-identified in accordance with our data retention and deletion policies described above in the section "How long does IXL retain your information."

12. Links to other websites and services

The Services may contain links to and from third-party websites of our business partners, advertisers, and social media sites. If you follow a link to any of these websites, please note that these websites have their own privacy policies and their practices are not covered by this Privacy Policy. We strongly recommend that you read their privacy policies and terms and conditions of use to understand how they collect, use, and share information. We are not responsible for the privacy practices or the content on the websites of third-party sites.

13. Updates to this Policy

IXL may, in its sole discretion, modify or update this Policy from time to time, which will be reflected in the 'Last Updated' date set forth at the beginning of this Policy. If we change this Policy in a material manner, we will do our best to notify you of the changes by posting a notice on our website or through other appropriate communication channels. Your continued use of the Services following the effective date of such update constitutes your acceptance of the revised Policy. If you do not agree to any of the terms in this Policy or to any future terms in a future revision of this Policy, do not use or access (or continue to access) the Service.

We will not make any material changes to our Privacy Policy or Terms of Service that would result in Student Data being used in a materially different manner than was disclosed when the information was collected without first giving notice to applicable Schools and providing a choice before such Student Data is used in a materially different manner than was disclosed when the information was collected.

In the event that you or your School has entered into a signed, written agreement with IXL, changes to this Policy may not be effective as to you until either (a) you or your School affirmatively accepts the changes to this Policy, either electronically or in a signed writing or (b) upon renewal of the School's agreement with IXL at the end of the current term.

14. Contact Us

If you have a question regarding this statement, or if a question was not addressed in this privacy policy, you may contact technical support using the contact information below. We will do our best to answer your question promptly and accurately.

IXL Learning, Inc.
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404 (USA)

compliance@ixl.com

Last Updated: July 1, 2020

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COMMONWEALTH OF VIRGINIA
County of Henrico

DEPARTMENT OF FINANCE
Purchasing Division

June 29, 2021

Mr. David Lee
IXL Learning
777 Mariners Island Blvd. Suite 600
San Mateo, CA 94404

RE: RFP 21-2142-3EMF – Digital Mathematics (PreK-12) Curriculum for Tier I,II and III

Dear Mr. Lee:

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 list of questions. (Attachment A)
2. Provide all cost for proposed solution on Attachment B.
3. For evaluation purposes, provide pricing for the attached scenarios (Attachment C). This form has been modified and is not the same as in the RFP. Pricing for the scenarios shall be based on the pricing listed on Attachment B

Please provide the above items by 3:00 p.m. on July 9, 2021. 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

OFFEROR___IXL Learning, Inc._____

1. If HCPS chooses not to syn with PowerSchool directly, what other options are there for rostering and data sync beyond CSV file through SFTP? (i.e. Clever or other)

    IXL also offers autorostering through integrations with Clever, ClassLink, and GG4L.

2. What version of the proposed solution is being offered for this contract? If awarded the contract how are new versions or updated version handled?

    IXL is a software-as-a-service (SaaS), and therefore HCPS would always have access to the latest version of the platform. IXL's license model is straightforward: with site license subscription, HCPS receives software updates and maintenance, new curriculum content, as well as new feature enhancements at no additional cost.

3. Is the proposed solution proven to be compatible with the following devices used by HCPS?

    Yes, IXL is compatible with HCPS user devices. IXL's full technical requirements can be found at www.ixl.com/help-center/article/1850087/what_are_the_technical_requirements_for_ixl.

Device	Grade Level	Explanation
iPad	PreK – K	IXL supports all iPad models on iOS 12.0 or higher. IXL also offers an iPad app available on the Apple App Store.
Chromebook	1-5	IXL is compatible with Chromebooks. Users are encouraged to use the IXL website for the best user experience.
Laptop	6-12	IXL supports laptops running Windows, Mac OS, or Chrome OS (including Chromebooks).
Students using non-grade specific device(i.e. iPad by any grade level SPED student)		IXL device compatibility is independent of grade level, as long as it meets IXL's technical requirements for OS and browser. Please see IXL's full technical requirements at the link preceding this table.

ATTACHMENT B
PRICING OPTIONS AFTER ORALS

Provide pricing as it relates to the proposed solution	Price
IXL is pleased to offer HCPS our exclusive Virginia RFP pricing for IXL Math. While there was an IXL price increase starting July 1, we will honor the pricing offered in our proposal.	
Price per Student IXL offers tiered pricing based on the number student site license subscriptions. Per Section 9.1 of IXL's proposal, pricing starts at $10 per student per year for 150 students and goes as low as $5 per student with over 50,000 student subscriptions. For reference, pricing is also included below as **Table 1**.	$5.00 - $10.00
Price per Teacher This is not applicable, as IXL site licenses are offered on a per student basis. With student site license subscriptions, teacher accounts are included at no additional cost.	$ N/A
Price per Classroom This is not applicable, as IXL site licenses are offered on a per student basis.	$ N/A
Price per Site This is not applicable, as IXL site licenses are offered on a per student basis.	$ N/A
Price for District License PreK-5 IXL site licenses are offered in increments of 50 licenses. Based on the number of students, IXL rounds up or down to the nearest 50. If rounding down, IXL will include a buffer that would accommodate the additional students who need access. For example, if there are 160 students, IXL charges for 150 licenses (not 200) while providing access for all 160 students. Based on the RFP estimate of 21,149 elementary school students, the number of site licenses is rounded up to the nearest 50, or 21,150 site licenses. The annual per student price, based on the 10,000+ tier in **Table 1**, is $7.	$148,050 per year
Price for District License PreK-8 Based on the RFP estimate of 32,874 elementary and middle school students, the number of site licenses is rounded down to 32,850, and the annual per student price is $6. Please note while the number of licenses charged to HCPS is rounded down, it will cover the 24 additional students who require access.	$197,100 per year

Price for District License PreK-12 Based on the RFP estimate of 48,453 students (rounded down to the nearest 50, or 48,450 site licenses), the annual per student price is $6.	$290,700 per year
Price for District License 6-8 Based on the RFP estimate of 11,725 middle school students (rounded up to the nearest 50, or 11,750 site licenses), the annual per student price is $7.	$82,250 per year
Price for District License 6-12 Based on the RFP estimate of 27,304 middle and high school students (rounded down to the nearest 50, or 27,300 site licenses), the annual per student price is $7.	$191,100 per year
Price for District License 9-12 Based on the RFP estimate of 15,579 high school students (rounded to the nearest 50, or 15,600 site licenses), the annual per student price is $7.	$109,200 per year
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 +) With the purchase of IXL Math for 12,000 students or more, IXL will include a one-day professional development session at no cost; a value of $2,500.	$2,500 per day
1 day of Professional Development - price per teacher This is not applicable, as IXL professional development is offered at a flat per session rate, per Section 9.2 of IXL's proposal. For reference, the same pricing is provided below as **Tables 2-4.**	$ N/A
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 – 100 With the purchase of IXL Math for 25,000 students or more, IXL will include a one-day professional development session at no cost for each grade band subscribed; a value of up to $7,500. For example, if HCPS purchases IXL Math for elementary and middle school (32,874 students), IXL will include a one-day professional development session each for elementary and middle school.	$2,500 per day
Additional Professional Development models IXL offers a range of flexible professional development options, from 90-minute virtual webinar sessions ($495 per session) to district-level implementation package ($25,000). Please refer to Section 9.2 of IXL's proposal for details.	$495 - $25,000

Printed materials – provide list of pricing for each product offered Not applicable, as IXL is a fully web-based platform.	$ N/A
Consumables – provide list of pricing for each product offered Not applicable, as IXL is a fully web-based platform.	$ N/A

Provide information on price breaks for volume purchases. IXL offers tiered pricing with volume discounts based on the number of student site license subscriptions. Please see **Table 1** below.
Implementation or Startup Cost if any: IXL does not charge for implementation or startup. With IXL site license subscription, IXL's dedicated HCPS partnership team will facilitate a streamlined onboarding process and support the district with successful ongoing implementation. HCPS will also receive all platform features, integration support, technical support, as well as access to new content and feature enhancements at no additional cost. Aside from site license subscription and desired professional development, HCPS does not incur any additional cost. Per Section 9.1 of IXL's proposal, with site license subscription, HCPS receives: - Comprehensive curriculum aligned to Virginia Standards of Learning (SOL)   - Continuous grade-level proficiency with the IXL Real-Time Diagnostic   - Actionable analytics with up-to-date reports and progress growth monitoring   - Tailored recommendations and personalized action plans   - Year-round access from home and school   - Unlimited teacher accounts   - Learning Hub of teacher resources for in-person, remote, and hybrid instruction   - Open access to full math curriculum in all grade levels   - Online resources, e.g., interactive skill plans, implementation guides, etc.   24/7 online help center   - Phone and email customer service support   - Auto-rostering   - SSO and Schoology LMS integration support   - Maintenance and updates   - Access to new content and features   - Ongoing support from a dedicated in-state partnership team
Recurring Cost for renewal year 2-5 Recurring cost is straightforward, based on the number of student site license subscriptions. The below estimates are based on district-wide implementation 48,450 site licenses (for 48,453 students) at the $6 tier. Please note with annual subscriptions, pricing is subject to change at the time of renewal.
Year 1: $290,700
Year 2: $290,700

Year 3: $290,700	
Year 4: $290,700	

Table 1 - IXL offers volume discounts based on the number of students subscribed

Students	IXL Math Site License Pricing (per student per year)
150+	$10.00
1,000+	$9.00
2,500+	$8.00
10,000+	$7.00
30,000+	$6.00
50,000+	$5.00

Table 2 - IXL offers convenient virtual PD options

IXL Professional Development Offerings	
Description	**Cost**
IXL Foundations I: Essential Tools for Daily Instruction 90-minute virtual session focused on effective implementation of IXL, including best practices for using the Real-Time Diagnostic, IXL curriculum, and Recommendations to support daily instruction and personalized learning.	$495.00
IXL Foundations II: Strategies for Data-Driven Classrooms 90-minute virtual session with a deep dive into IXL Analytics and adapting instruction using up-to-the-minute insights. Emphasis on practical strategies for using data to support students.	$495.00
IXL Foundations Package Both Foundations I and II virtual sessions at a discounted bundle price.	$795.00
Analytics for School Leaders Introduction to IXL School Analytics how it can help boost teacher engagement, achieve research-backed results, and maintain a better view into students' overall learning gains throughout the year.	$495.00
eLearning Library On-demand professional development for educators. This collection of 40+ videos includes content from both Foundations I and II.	$495.00 per year, per site

Table 3 - On-site experiences can be customized to fit the needs of schools and districts

On-Site Professional Development Pricing	
Description	**Pricing**
On-Site Experience A custom professional learning experience tailored to district instructional goals. IXL offers three ways to structure an on-site experience: **IXL Live: School Edition:** This session consists of 4.5 hours on effective IXL implementation, followed by 1.5 hours of guided teacher planning time. **Flex On-site:** One or more 90-minute sessions focused on practical strategies for using IXL in daily instruction. (Pricing starts at $2,200) **Train the Trainer:** Designed to build capacity for IXL trainers in the district. Emphasis on best practices for leading successful IXL implementations.	$2,500.00 (includes travel)

Table 4 - IXL's District Success Package provides robust training for districtwide implementation

District Success Package	
Description	**Pricing**
District Success Package The District Success Package provides districts with everything they need for a successful district-wide implementation of IXL. The package includes: • **Custom Implementation Plan.** IXL's District Partnership Specialist will collaborate with HCPS to create a strategic implementation plan customized to meet district needs. • **On-Site Professional Learning Sessions.** IXL's team of highly qualified professional learning specialists will lead three on-site Train the Trainer sessions (maximum of 40 participants) to prepare the HCPS team to deliver effective IXL professional development in the district. IXL will also conduct two virtual check-ins with HCPS trainers to assess progress and provide additional support. • **Strategy Session for Site Leaders.** All school site leaders will participate in a session to develop strategies for using the program in their schools, including instruction on using IXL School Analytics to monitor and drive successful IXL implementation. • **District Hub for IXL Resources.** IXL will create a custom site to house HCPS' IXL resources, offering teachers and staff a central location for finding the most up-to-date documentation and best practices for getting the most out of IXL. • **Scope and Sequence Alignment.** To support effortless implementation in HCPS classrooms, IXL's curriculum experts will develop a custom resource that aligns IXL skills to the district's scope and sequence for one subject area. If preferred, HCPS may opt for additional professional development instead of the custom alignment. • **Quarterly Data Reviews.** Each quarter, IXL will review the district's IXL data and share it with HCPS. At the middle and end of the year, IXL will schedule a call to discuss HCPS schools' progress within IXL and confirm areas of achievement, address any challenges, and optimize usage of the platform to exceed goals. • **eLearning Library.** With more than 40 micro learning videos, IXL's eLearning Library offers on-demand guidance for every essential feature, including best practices for implementing IXL in a variety of instructional models.	$25,000.00

Attachment C

Pricing Scenario – After Orals

Provide pricing for the scenarios below based off pricing being offered for the proposed solution. Offers must put a Price for each scenario they are submitting for based on the information provided below. All cost must be included. This scenario is for Year One.

As described in Attachment B, IXL offers tiered pricing based on the number of student license subscriptions. In the below scenario, HCPS would be able to take advantage of lower pricing with a collective purchase for 3,015 students in the three schools rather than for individual sites. Therefore, IXL's prices in column C below are based on the assumption of purchase for 3,015 student site licenses. As before, IXL would round down billing to 3,000 students, based on IXL's 50-license increments.

A	B	C
Scenario	**Methodology:** (i.e. What is included and how the price in Column C was determined.	**Price**
Provide pricing for an annual subscription for one site license for an elementary school with **415 students**.	IXL site licenses are offered on a per student basis. For 415 students, this school would be priced at $10 per student. However, for the total of 3,015 students across the three schools, HCPS would be at the $8 per student tier. The price in column C is based on 400 students, rounded down from 415 to the nearest 50.	$3,200
Provide pricing for an annual subscription for one site license for a middle school with **900 students**.	For 900 students, this school would be priced at $10 per student. For 3,015 students across the three schools, HCPS would be at the $8 per student tier.	$7,200
Provide pricing for an annual subscription for one site license for a high school with **1,700 students**.	For 1,700 students, this school would be priced at $9 per student. For 3,015 students across the three schools, HCPS would be at the $8 per student tier. Individually, the elementary, middle, and high school cost would be $4,000, $9,000, and $15,300, respectively, for a total of $28,300. However, purchasing collectively for 3,015 students, the price is $24,000 for a savings of $4,300.	$13,600
Printed Materials (Offerors must provide the number of copies needed and price, if applicable, based on scenario information)	Not applicable, as IXL is a fully web-based platform.	$ N/A

Consumables (Offerors must provide the number of copies needed and price, if applicable, based on scenario information)	Not applicable, as IXL is a fully web-based platform.	$ N/A
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25	IXL's 1-day professional development session is priced per session, for up to 50 attendees. The session typically includes 4.5 hours on effective IXL implementation, followed by 1.5 hours of guided teacher planning time.	$2,500 per day
Total Cost		$26,500
Take the **Total Cost** from above and divide by the number of students offeror has submitted for, based on the number of students in each scenario. (i.e. if submitting only for 415 students then divide the total cost by 415. If submitting for 900 and 1,700 then divided the total cost by 2,600) IXL's price includes IXL Math licenses for 3,015 students and one day of professional development.		Per Student price $8.79

Proposal

Digital Mathematics (PreK-12) Curriculum for Tier I, Tier II and Tier III

RFP No: 21-2142-3EMF

Henrico County Public Schools
April 29, 2021

Submitted to:

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

Attn: Eileen Falcone, Assistant Division Director

Submitted by:

IXL Learning, Inc.
777 Mariners Island Blvd, Suite 600
San Mateo, CA 94404

David Lee, Proposals Manager
650.372.4300 | proposals@ixl.com
www.IXL.com

REDACTED

Table of Contents

Tab 1 - Introduction and Signed Forms

IXL Learning is pleased to submit **IXL Math** for Henrico County Public Schools' (HCPS') RFP requirements for Digital Mathematics (PreK-12) Curriculum for Tier I, Tier II and Tier III.

Per requirements, IXL has included in Tab 1 the following:

- Cover Letter
- Proposal Signature Sheet - Attachment A
- Business Classification Form - Attachment B
- Virginia State Corporation Commission Registration Information - Attachment C
  - Explanation of SCC Registration Exemption
- Proprietary / Confidential Information - Attachment D
- Direct Contact with Students - Attachment F
- Addendum No. 1
- Addendum No. 2

IXL also acknowledges questions and answers released by HCPS, which does not require a signature.

April 29, 2021

Eileen M. Falcone, Assistant Division Director
Henrico County Public Schools
8600 Staples Mill Road, Henrico, VA 23273
RE: RFP 21-2142-3EMF Digital Mathematics (PreK-12) Curriculum for Tier I, Tier II and Tier III

Dear Ms. Falcone,

Thank you for the opportunity to respond to Henrico County Public Schools' (HCPS') RFP for PK-12 Digital Mathematics Curriculum. IXL Learning is pleased to submit **IXL Math** for consideration.

IXL creates pioneering technology platforms that make personalized learning and data-driven instruction easier for teachers and more effective for students. IXL has been at the forefront of education innovation for over 20 years. One in five students in the U.S. now uses IXL, including one in three in Virginia.

Why is IXL the right solution for HCPS? Compared to other technologies on the market, IXL is more comprehensive, more rigorous, and easier for teachers and administrators to implement and manage. The IXL platform features:

- **The Real-Time Diagnostic,** which continuously assesses student performance for always-current data to generate a personalized Diagnostic Action Plan with targeted skills to accelerate growth.
- **Actionable Analytics for Data-Driven Instruction,** empowering teachers to easily differentiate for the whole class, small groups, and individual students.
- **A Comprehensive and Rigorous PK-12 Curriculum** with over 4,600 adaptive math skills aligned to the Virginia Standards of Learning (SOL).
- **Personalized Guidance** that moves students through the curriculum at the right level of difficulty and delivers targeted skill recommendations and immediate feedback for remediation support.
- **Proven Effectiveness** as documented by statewide efficacy study of over 1,400 Virginia schools and **Research-Aligned to ESSA Tier II Requirements** for evidence-based interventions.
- **Seamless integration** with HCPS' current platforms, including Schoology
- **Flexible Professional Development** that can be customized for district and school implementation with on-demand, virtual, and on-site options.
- **Fully Online Platform** to support synchronous and asynchronous instruction for continuity and consistency in students' learning experience, whether in remote, hybrid or in-person instruction.

Thank you for your consideration. IXL looks forward to working with HCPS throughout the RFP process.

Sincerely,

Paul Mishkin
Chief Executive Officer

1.2 Proposal Signature Sheet – Attachment A

ATTACHMENT A

PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal ("RFP") No. 21-2142—3EMF Mathematics (PreK-12) Curriculum Tier I, Tier II and Tier III.

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

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

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):   IXL Learning, Inc.
ADDRESS: 777 Mariners Island Blvd, Suite 600   San Mateo, CA 94404
FEDERAL ID NO: 94-3321802
SIGNATURE: *Paul Mishkin*
NAME OF PERSON SIGNING (PRINT):   Paul Mishkin
TITLE: Chief Executive Officer
TELEPHONE: (650) 372-4300
FAX: (650) 372-4072
EMAIL ADDRESS: proposals@ixl.com
DATE: 4/26/2021

1.3 Business Classification Form – Attachment B

ATTACHMENT B
BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: _IXL Learning, Inc._

This form completed by: Signature: _~Paul Mishkin~_   Title: _Chief Executive Officer_

Date: _4/26/2021_

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.

1.4 Virginia State Corporation Commission Registration Information – Attachment C

ATTACHMENT C
Virginia State Corporation Commission (SCC)
Registration Information

The Offeror:

☐ is a corporation or other business entity with the following SCC identification number:
_____ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☑ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids: ☐

1.4.1 Explanation of SCC Registration Exemption

IXL LEARNING™

777 Mariners Island Blvd., Suite 600 | San Mateo, CA 94404

Toll free 1-855-255-7700

Phone 1-650-372-4300

Fax 1-650-372-4301

April 27, 2021

Henrico County Public Schools
Purchasing Department
8600 Staples Mill Road, P.O Box 90775
Henrico, VA 23273

Re: Attachment C – Virginia State Corporation Commission Registration Information

Dear Sirs,

This correspondence shall confirm that IXL Learning is exempt from the requirement to be registered to do business in Virginia pursuant to § 13.1-757(B)(6) of the Code of Virginia: "6. Soliciting or obtaining orders, by any means, if the orders require acceptance outside the Commonwealth before they become contracts;" and § 13.1-757(B)(13) of the Code of Virginia: "13. Transacting business in interstate commerce." As IXL maintains no regular presence within Virginia, any contract entered into by IXL necessarily requires acceptance by IXL outside of Virginia, and is thus a transaction in interstate commerce.

Please feel free to contact the undersigned with any questions or concerns.

Sincerely,

Michael A. Shafir

Michael A. Shafir
General Counsel

1.5 Proprietary / Confidential Information – Attachment D

ATTACHMENT D
PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF OFFEROR: ___IXL Learning, Inc.___

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

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE
Section 2.3.3.5 VPAT	60-70	IXL confidential / proprietary information
Section 3.3, Financial Capacity	85-86	IXL confidential financial information
Section 4.1 Sandbox Environment (Demo Accounts)	88	Access to IXL platform intended for HCPS evaluation purpose only.
Section 6.1 Evidence of Concurrent Users	101	IXL confidential / proprietary information
Tab 10 References	119-120	Customer contact information

1.6 Direct Contact with Students – Attachment F

ATTACHMENT F
DIRECT CONTACT WITH STUDENTS

Name of Bidder: IXL Learning, Inc.

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

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

As part of this submission, I certify the following:

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

And (select one of the following)

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

         or

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

Paul Mishkin (signature)
Signature of Authorized Representative

Paul Mishkin
Printed Name of Authorized Representative

IXL Learning, Inc.
Printed Name of Vendor

1.7 Addendum No. 1

COMMONWEALTH OF VIRGINIA

County of Henrico

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

Addendum No. 1

Date: April 1, 2021
Request for Proposal: #21-2142-3EMF Digital Mathematics (PreK-12) Curriculum for Tier I,
                               II and III
Receipt Date/Time: April 29, 2021; 2:00 p.m.
Subject: Numbered Tabs

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

   Sec.VIII.B. Items 6-14 Tabs are misnumbered. Corrected Tab numbers are as follows:

   Item 6. Tab 5
   Item 7. Tab 6
   Item 8. Tab 7
   Item 9. Tab 8
   Item 10. Tab 9
   Item 11. Tab 10
   Item 12. Tab 11
   Item 13. Tab 12
   Item 14. Tab 13

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
Assistant Division Director
Fal51@henrico.us

ACKNOWLEDGEMENT:

Signature: _Paul Mishkin_

Print Name: Paul Mishkin

Company: IXL Learning, Inc.

Date: 4/26/2021

8600 Staples Mill Road / P.O. Box 90775 / Henrico, VA 23273-0775
Phone: (804)501-5660 / Fax: (804)501-5693

1.8 Addendum No. 2

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

COMMONWEALTH OF VIRGINIA

County of Henrico

Addendum No. 2

Date:	April 16, 2021
Request for Proposal:	#21-2142-3EMF Digital Mathematics (PreK-12) Curriculum for Tier I, II and III
Receipt Date/Time:	April 29, 2021; 2:00 p.m.
Subject:	Numbered Tabs

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

Sec.VIII.B. Item 4 - Tab 3 Offeror Qualifications, Exception, Resumes and Financial Capacity.

Change to read. Offeror Qualifications, <u>Experience</u>, Resumes and Financial Capacity

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
Assistant Division Director
Fal51@henrico.us

ACKNOWLEDGEMENT:

Signature:	*Paul Mishkin*
Print Name:	Paul Mishkin
Company:	IXL Learning, Inc.
Date:	4/26/2021

8600 Staples Mill Road / P.O. Box 90775 / Henrico, VA 23273-0775
Phone: (804)501-5660 / Fax: (804)501-5693

Tab 2 - Statement of Scope

IXL Learning is pleased to submit **IXL Math** for Henrico County Public Schools' (HCPS') Digital Mathematics (PreK-12) Curriculum for Tier I, Tier II and Tier III.

IXL is a personalized learning platform that helps educators efficiently differentiate instruction for students of different abilities and support all tiers of intervention. Whether teaching in class, remotely or in a hybrid model, IXL empowers teachers with accurate assessment of where students are, clear understanding of where they need help, and actionable next steps to effectively close knowledge gaps and accelerate learning for the whole class, small groups, and individual students.

2.1 IXL meets HCPS' RFP Objectives

IXL has provided teacher and student demo accounts in **Tab 4.a**, as requested. IXL invites HCPS evaluators to log in with the teacher demo account as they review this proposal, as some links provided will require the user to be logged in.

IXL provides HCPS with a comprehensive digital math solution for Tier I, Tier II and Tier III intervention and instruction:

- IXL offers a **single integrated online learning platform** composed of the Real-Time Diagnostic assessment, a comprehensive PreK-12 Virginia Standards of Learning (VA-SOL)-aligned math curriculum, personalized guidance, and actionable analytics. These components work together to help teachers enhance instruction and accelerate growth for all student populations.
- **Designed to support all tiers of intervention**, IXL provides teachers with actionable insight to target instruction for small groups and individual students, as well as to support daily whole class instruction and drive mastery of the VA-SOL.
- **The Real-Time Diagnostic provides continuous assessment of student grade level proficiency.** From periodic benchmark assessment during the school year to weekly or real-time assessment, IXL empowers teachers with always-current student progress data to help close knowledge gaps.
- IXL's **mastery-based approach helps students achieve rigor** by developing conceptual understanding, providing extensive procedural practice, and challenging students to apply their acquired knowledge to real-world scenarios, resulting in a deep understanding of the content.
- IXL has a **proven track record of successfully improving student achievement,** meeting ESSA Tier II requirements for evidence-based interventions and demonstrating efficacy through a statewide study of over 1,400 Virginia schools.
- IXL's integration capabilities align with HCPS' technology ecosystem. **As an LTI-certified vendor, IXL seamlessly integrates with Schoology** and enables educators to directly assign IXL skills from the learning management system. With single sign-on and roster matching capabilities, teachers and students can focus on learning, rather than logistics.

2.1.1 Single Integrated Platform for Intervention and Daily Instruction

IXL is built on four key components: a comprehensive curriculum, Real-Time Diagnostic, personalized guidance, and actionable analytics.

IXL's comprehensive math curriculum is aligned to the Virginia Standards of Learning (VA-SOL) and the Virginia Foundation Blocks for Early Learning.[1] IXL has spent over 10 years crafting an adaptive and rigorous PreK-12 math curriculum[2] with more than 4,600 interactive and engaging skills. IXL unpacks each VA standard into highly-targeted skills that empower teachers to measure student knowledge, pinpoint gaps in understanding, and focus instruction. IXL supports teachers' daily instruction with **interactive skill plans that are specifically designed to match the balance and rigor of the VA-SOL**. Students needing intervention are often lacking in foundational skills that need remediation. On IXL, **students have open access to the full math curriculum** in all grades so that each student is supported with the skills they need regardless of grade level. This benefits both students who need to close knowledge gaps and address unfinished learning, as well as accelerated learners who are ready to explore more advanced skills. IXL offers **audio support through grade 8 and Spanish translation for key skills in grades K-6.**

The IXL Real-Time Diagnostic pinpoints students' grade level proficiency overall and in key diagnostic strands. The Real-Time Diagnostic is **uniquely powerful in its continuous assessment of student performance**. Teachers always have up-to-date information on student performance and are able to **identify and address knowledge gaps much sooner**. This spring, IXL will release the Diagnostic Snapshot Mode for benchmark assessments. The **Diagnostic Snapshot enables school leaders to capture student knowledge levels at fixed points in time**. The Diagnostic does not just relay data; significantly, it provides actionable next steps for effective data-driven instruction, including **strategic student groupings for small group intervention** and a personalized **Diagnostic Action Plan to help each student grow**.

Personalized guidance helps every student achieve mastery at their own pace. IXL recognizes that learning is not a linear path and believes every student has the desire and ability to achieve mastery, and should be supported to do so at their own pace. IXL meets each student where they are with just-right skills in their zone of proximal development. **IXL guides students through the curriculum,** moving forwards and backwards at the right level of difficulty so they are challenged but never discouraged. IXL also provides students with in-skill recommendations; skills suggested at the point of need for self-remediation. On IXL, students always receive **immediate positive feedback** for correct answers **and detailed explanations** when they miss a question. With this in-the-moment support, students are never 'stuck' on IXL and do not need to wait for the next class or teacher support to get back on track.
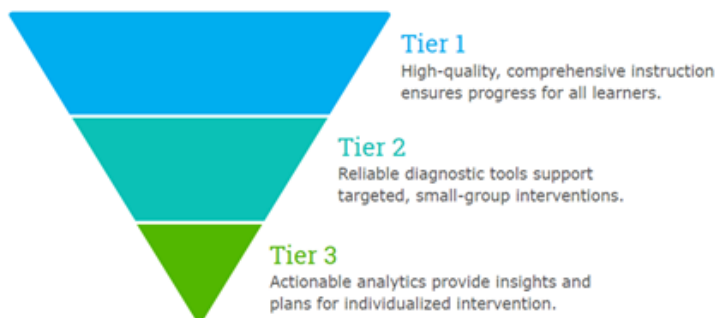
IXL Analytics provides actionable data that makes differentiated instruction easy for teachers. IXL Analytics takes in data from all of a student's work in IXL to uncover insights that enable efficient data-driven instruction. With IXL Analytics, **teachers always have current data on students' grade level and skill level proficiency.** From illuminating student trouble spots and generating personalized action plans to tracking progress and interacting live with students, IXL helps teachers effectively deliver intervention and instruction for the whole class, small groups, and each student.

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[1] IXL Virginia math standards alignments: www.ixl.com/standards/virginia/math
[2] IXL Math: www.ixl.com/math

2.1.2 Designed for All Tiers of Intervention

IXL's four key components work together as a single integrated platform, providing current student data and timely, actionable insights for teachers to deliver differentiated instruction in all tiers of intervention.

Tier 1
High-quality, comprehensive instruction ensures progress for all learners.

Tier 2
Reliable diagnostic tools support targeted, small-group interventions.

Tier 3
Actionable analytics provide insights and plans for individualized intervention.

Tier 1 Whole Class Instruction. IXL seamlessly integrates with teachers' daily instruction with interactive skill plans that correlate to the VA-SOL.[3] **Skill plans take out the guesswork of lesson planning**, helping teachers identify the exact IXL skills to support each standard. As always, teachers and students have access to the full IXL Math curriculum so students can work on the skills they need regardless of their grade level. Using the IXL Real-Time Diagnostic,[4] **teachers can easily monitor students' grade-level proficiency to understand which students are working below grade level and require intervention support.**

Tier 2 Small Group Intervention. In addition to their overall math levels, the Real-Time Diagnostic's Strand Analysis[5] offers teachers **insight into students' working grade level in six key math strands:** Algebra & Algebraic Thinking; Fractions; Geometry; Measurement; Numbers & Operations; and Data, Statistics, & Probability. The Strand Analysis helps teachers **strategically break out students into leveled groups** based on their working levels and recommends targeted skills for each group to work on.

Teachers can also use the Trouble Spots[6] report, which identifies groups of students struggling with the same concepts and prioritizes the biggest problem areas. **Trouble Spots illuminates student knowledge gaps** and helps teachers identify perfectly matched skills for small group intervention.

Tier 3 Individual Intervention. For intensive, personalized intervention, IXL empowers teachers with a personalized **Diagnostic Action Plan[7] for each student** with up-to-date diagnostic data and the targeted skill recommendations to support their growth. Teachers are equipped with student-level analytics for focused insight on how to support each individual learner. In addition to student-level Trouble Spots, teachers can review a student's Questions Log,[8] which shows the exact questions students have answered and their responses within each skill. This provides exceptional **insight into the mistakes students are making** and the misconceptions or knowledge gaps they may have. Based on the student's response patterns, teachers can **pinpoint topics for personalized intervention.** IXL is also continuously adapting to each student with the right skills at the right level rigor for an authentically personalized learning experience.

Please visit IXL's interventions webpage at www.ixl.com/membership/administrators/RTI.

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[3] IXL Math Skill Plans: www.ixl.com/skill-plans/?subjects=math
[4] IXL Real-Time Diagnostic Overview: www.ixl.com/diagnostic/overview/math
[5] IXL Diagnostic Strand Analysis: www.ixl.com/diagnostic/strand-analysis/numbers
[6] Trouble Spots: www.ixl.com/analytics/trouble-spots
[7] Diagnostic Action Plan: www.ixl.com/diagnostic/student-stats
[8] Questions Log: www.ixl.com/analytics/questions-log

2.1.3 Flexibility for Continuous and Benchmark Assessments

With the Real-Time Diagnostic, IXL offers HCPS school and district administrators the flexibility for ongoing, continuous assessment, as well as benchmark assessments at fixed points in time to meet the progress monitoring needs for Tier I, Tier II, and Tier III instruction.

2.1.3.1 Real-Time Diagnostic for Continuous Assessment

Built to align to the objectives of the VA-SOL, the IXL Real-Time Diagnostic pinpoints a student's working grade level in math overall and in key diagnostic strands: Algebra & Algebraic Thinking; Fractions; Geometry; Measurement; Numbers & Operations; and Data, Statistics, & Probability.

The Diagnostic takes into account a student's grade level to generate initial questions and then adapts to the student based on performance. After answering 40-50 questions on each subject in the Diagnostic, which can be completed in multiple sessions, the student's grade level proficiencies come into focus as diagnostic scores. **IXL's diagnostic scores correspond to grade levels for easy interpretation.** For example, a score of 400 indicates student readiness to begin work on fourth grade skills, while a level of 450 shows the student has demonstrated knowledge of about half of the fourth grade curriculum.

Figure 1 shows how the **Diagnostic Overview[9] helps teachers quickly understand students' working level** to assess proficiency at any time, such as weekly or bi-weekly for Tier II and Tier III intervention. Teachers can be confident they are always supporting students based on their most current needs.
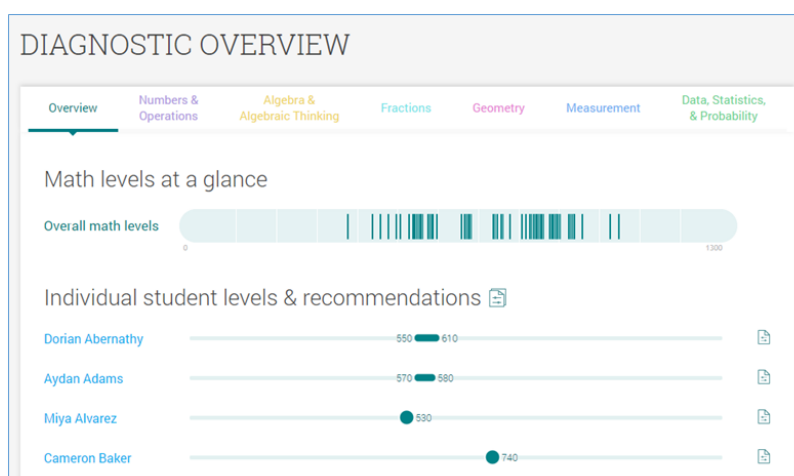
Figure 1 - The Diagnostic Overview shows students' overall working grade level

To maintain up-to-date diagnostic data, students only need to answer 10-15 diagnostic questions per week as part of their learning routine, which translates to only approximately two hours over the course of the entire school year. Maintaining pinpointed diagnostic scores enables IXL to provide accurate real-time analytics and recommendations for teachers to deliver effective intervention. **With the Real-Time Diagnostic, teachers do not need to take away from valuable instructional time to administer formal assessments**. Teachers can more quickly identify knowledge gaps and intervene with the right instructional support much sooner.

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[9] IXL Diagnostic Overview: www.ixl.com/diagnostic/overview/math

Tier II Small Group Intervention. To support small group intervention, teachers can look to the Diagnostic Strand Analysis,[10] shown in **Figure 2**. Teachers can see at a glance where students may be tracking behind, at, and above grade level. Significantly, the **Diagnostic Strand Analysis helps teachers strategically group students and recommends the specific skills that each group should work** on to advance their learning. These just-right IXL skills for each student group may be at, below, or even above grade level based on their performance. As the Diagnostic always delivers an up-to-date assessment, teachers can be confident they are planning intervention based on accurate, timely student data.
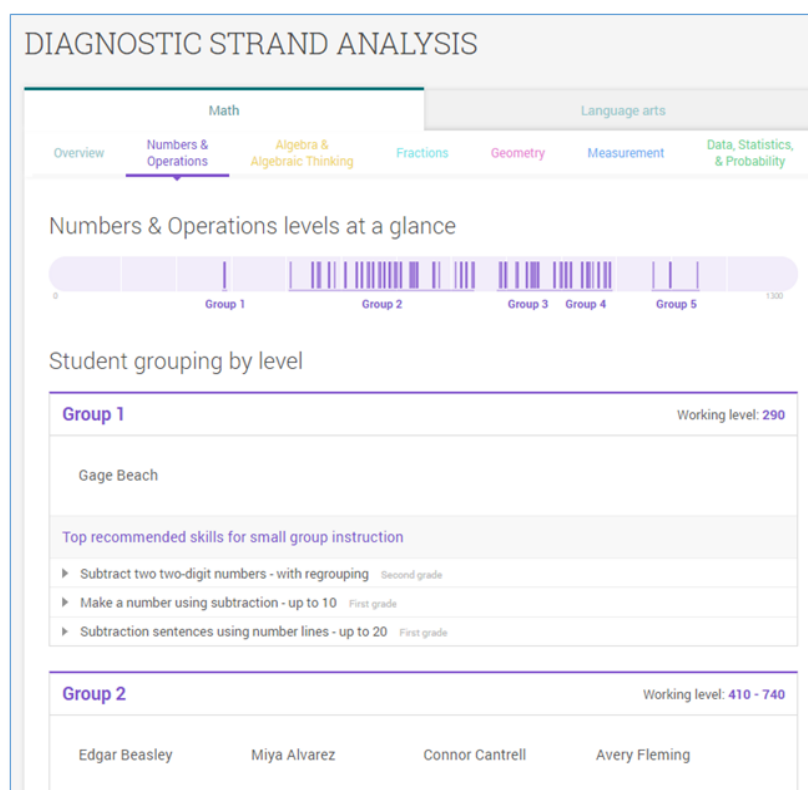
Figure 2 - The Strand Analysis helps teachers group students and provides specific skills for intervention

Tier III Individual Intervention. The Real-Time Diagnostic provides student-level insight for intensive Tier III intervention. By selecting a student in the Diagnostic, teachers can see their diagnostic levels and understand which strand area the student may be struggling with in order to target intervention. For example, in **Figure 3** (left side), Dorian appears to have a lower working level in Algebra & Algebraic Thinking relative to the other strands. The Diagnostic makes intervention easy for teachers by generating a personalized Diagnostic Action Plan[11] for Dorian with targeted skills to help him grow; **Figure 3** (right side). The Diagnostic Action Plan will always provide up-to-date recommendations for the student to work on, so they are always supported with the right skills that will help them move forward.

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[10] Diagnostic Strand Analysis: www.ixl.com/diagnostic/strand-analysis
[11] Diagnostic Action Plan: www.ixl.com/diagnostic/student-stats
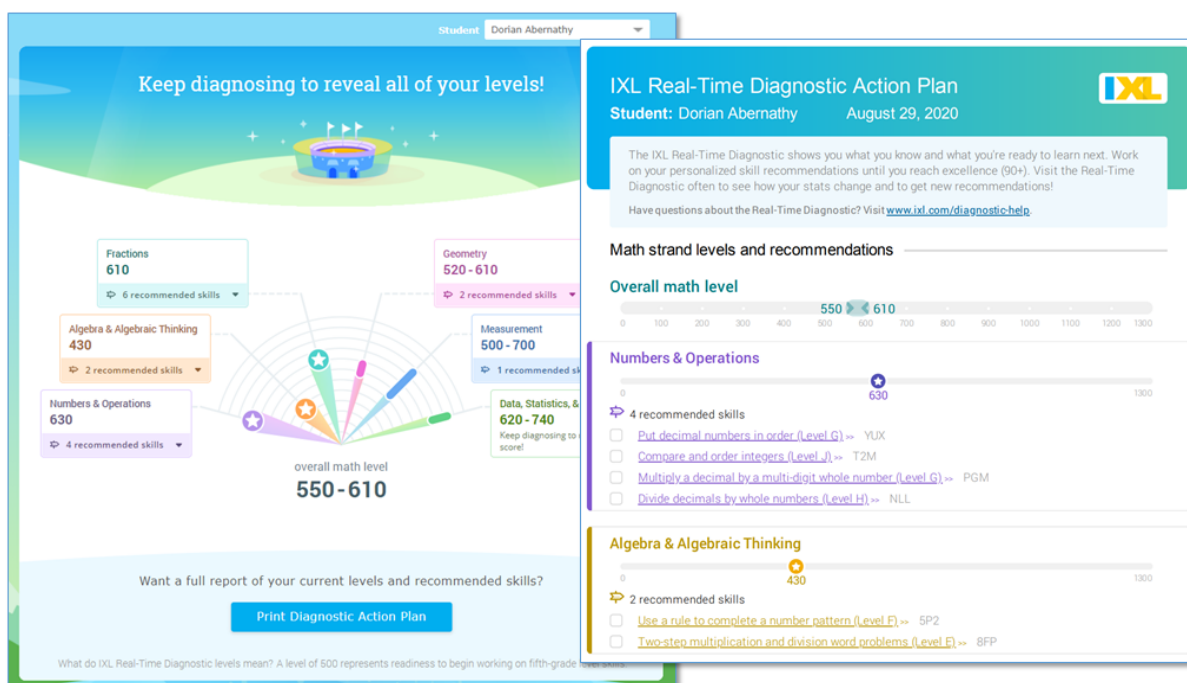
Figure 3 - The IXL Real-Time Diagnostic generates personalized action plans to help each student grow

2.1.3.2 Diagnostic Snapshot for Benchmark Assessment

In Spring 2021, IXL will launch the Diagnostic Snapshot mode, which will allow school and district administrators to get the benefits of a benchmark assessment in a flexible, lightweight format. With Snapshot mode, **administrators can capture student knowledge levels at a fixed point in time.** Administrators can select one or more specific times during the year for students to complete their diagnostic; see **Figure 4**. This benchmark data enables administrators to identify areas for improvement and hold data-driven conversations with stakeholders.
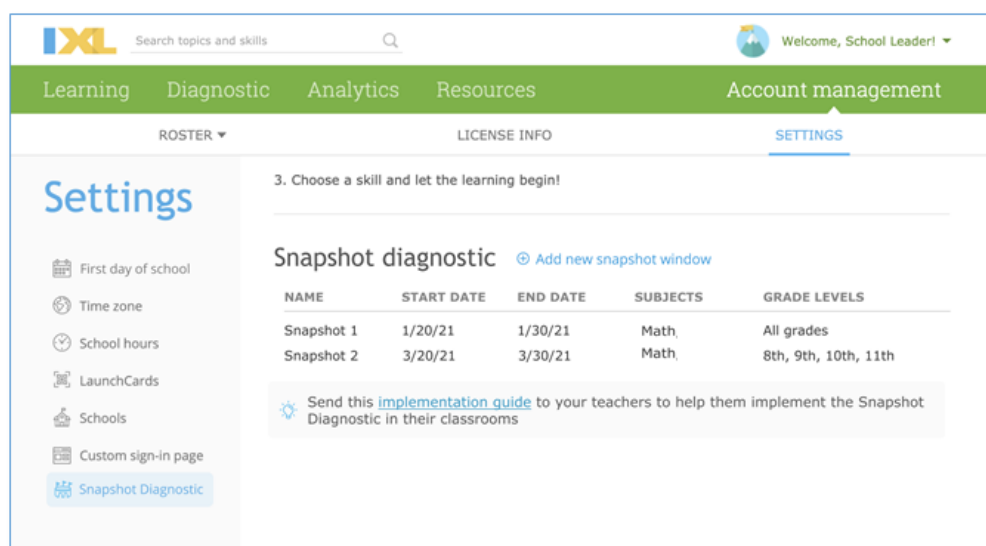
Figure 4 - Administrators can set up snapshot windows to capture student knowledge at fixed points in time

The Diagnostic pinpoints students' knowledge levels in as little as 45 minutes, allowing district and school leaders to get the insights they need without placing a large burden on teachers or students. Insights from previous Snapshots are always available to enable tracking of student progress between each Snapshot.

During a Snapshot window, students will see a notification when they sign in to IXL that directs them to complete their Snapshot by the specified date. As students answer questions, a progress indicator will show them how close they are to finishing, as shown in **Figure 5**. A notification will let them know when their Snapshot is complete.
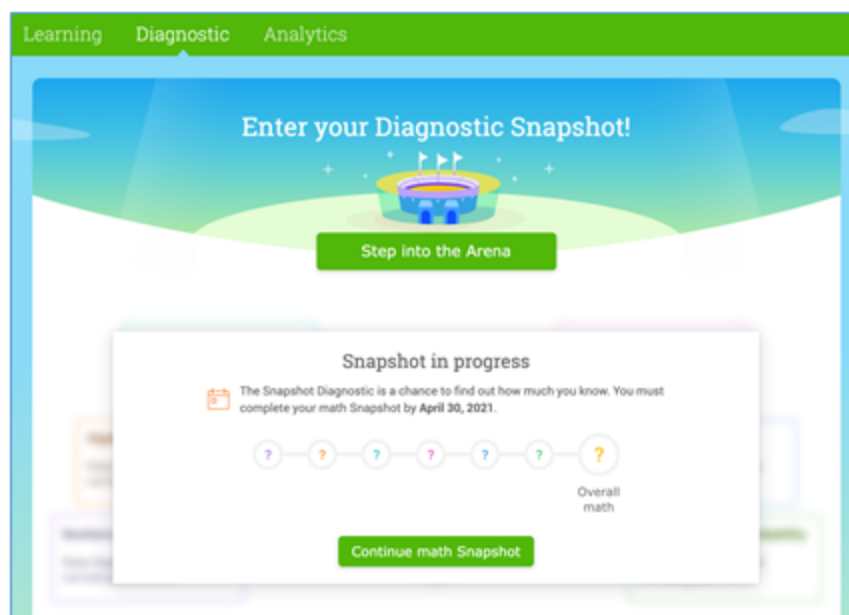
Figure 5 - Students are informed on their progress towards completing their Snapshot

HCPS can use Snapshots at specific points in the year to supplement their ongoing usage of the Real-Time Diagnostic. IXL recommends that educators **use the Real-Time Diagnostic on a frequent basis throughout the year to get always-accurate data on student knowledge levels to inform Tier II and Tier III intervention.** Administrators can then **set up Snapshots a few times a year, e.g., three times per year, to get benchmark data** to inform planning and decision-making for Tier I instruction.

2.1.4 Mastery-based Approach to Conceptual Learning

IXL's mastery-based approach is designed to help students understand the VA-SOL at a mastery level. IXL reflects the balance and rigor of the standards with adaptive skills that develop students' conceptual understanding, procedural fluency, and real-world application, resulting in a deep understanding of the content. IXL believes every student has the innate ability to achieve mastery and should be supported to learn at their own pace. As IXL skills continuously adapt to each learner, students are always challenged at the right level of rigor, but never discouraged or left behind without remediation.

IXL introduces concepts with engaging visual models to help students gain an understanding of the concept. From there, students **learn multiple strategies to perform the mathematical procedures** and to apply them flexibly and efficiently. Lastly, repeatedly **using the process in the context of solving applied**

problems helps build automaticity and comfortability with the procedure. Repetition and consistency over time help strengthen students' fluency and drive long-term retention.

For example, in **Figure 6**, a series of third grade skills gradually builds student mastery of fractions by introducing the concept using concrete objects[12], then using more abstract shapes[13], followed by introducing real-world contexts with shapes[14], and then finally taking the shapes away with a real-world word problem[15]. This approach of introductions through models and progression to procedural strategies and real-world applications is utilized throughout the IXL math curriculum.
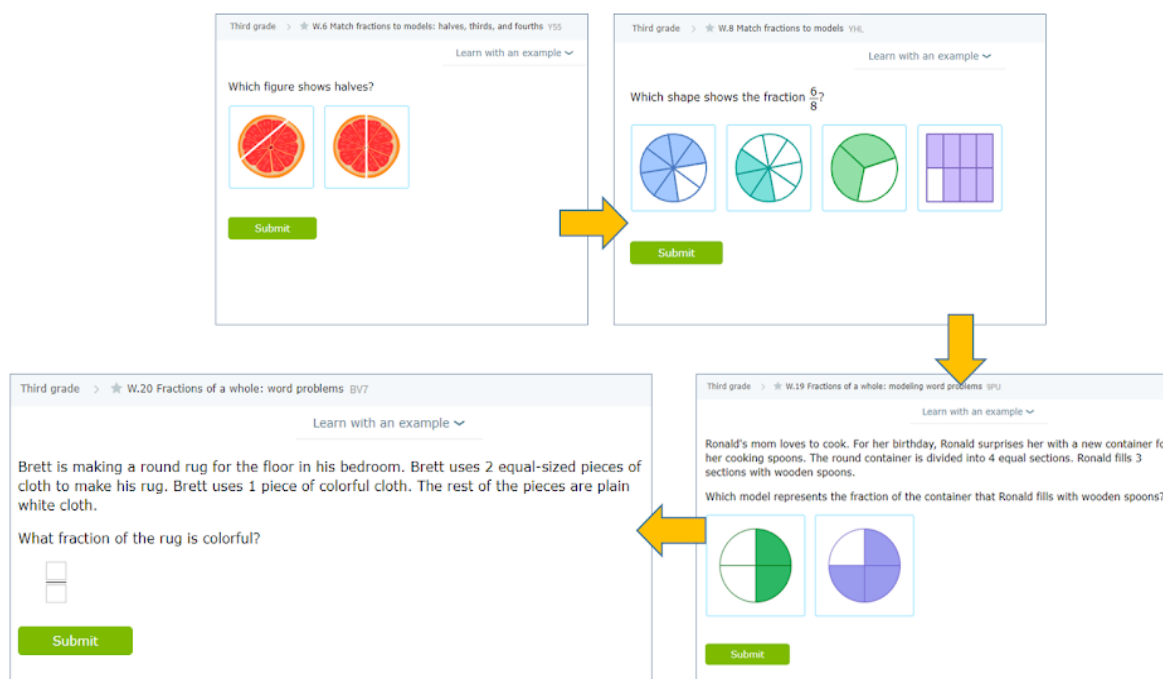
Figure 6 - IXL balances conceptual, procedural, and applicative skills to drive student mastery

IXL offers a wide variety of skills that focus on conceptual understanding, often using multiple models for the same topic. This comprehensive coverage helps build a deeper understanding of concepts and arms students with diverse strategies to solve procedural and application skills.

For example, in IXL's sixth grade curriculum,[16] category S has 17 skills to develop students' conceptual understanding of percents with a balanced approach of conceptual, procedural and applicative skills. **Figure 7** shows two **skills using visual models to help students connect the concept of "percent" to fractions and decimals**, representations of part-whole relationships they are already familiar with. The first skill uses a model similar to a decimal square in which each small square represents 0.01, or 1% of the whole model. The second uses a strip model and fractions to give students a second visual representation of percents.

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[12] IXL Skill Y55: www.ixl.com/math/grade-3/match-fractions-to-models-halves-thirds-and-fourths
[13] IXL Skill YHL: www.ixl.com/math/grade-3/match-fractions-to-models
[14] IXL Skill 9PU: www.ixl.com/math/grade-3/fractions-of-a-whole-modeling-word-problems
[15] IXL Skill BV7: www.ixl.com/math/grade-3/fractions-of-a-whole-word-problems
[16] IXL Math 6th Grade Curriculum: www.ixl.com/math/grade-6
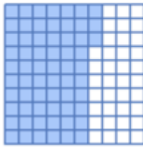
S. Percents

1 What percentage is illustrated?
2 Understanding percents: strip models
3 Convert fractions to percents using grid models
4 Convert between percents, fractions, and decimals
5 Convert between percents, fractions, and decimals: word problems
6 Compare percents to each other and to fractions
7 Compare percents and fractions: word problems
8 Solve percent problems using grid models
9 Solve percent problems using strip models
10 Percents of numbers and money amounts
11 Percents of numbers: word problems
12 Percents of numbers: fractional and decimal percents
13 Find what percent one number is of another
14 Find what percent one number is of another: word problems
15 Find the total given a part and a percent
16 Solve percent problems
17 Solve percent word problems

What percentage of the shape is blue?

Write your answer using a percent sign (%).

Which model shows 20%?

Start by writing 20% as a fraction.

20% means 20 parts out of 100, or $\frac{20}{100}$.

Now, find which model shows a fraction equivalent to $\frac{20}{100}$.

This model shows 1 shaded part out of 5 total parts, or $\frac{1}{5}$.

$\frac{1}{5}$ is equivalent to $\frac{20}{100}$.

$\frac{1}{5} = \frac{1 \cdot 20}{5 \cdot 20} = \frac{20}{100}$

So, this model shows 20%.

Figure 7 - IXL uses visual models to help students connect the concept of percent to fractions and decimals

Figure 8 shows the third skill **uses the grid model to introduce the process for converting from a fraction to a percent,** while the fourth through the seventh skills offer students the opportunity to practice that procedure and then use it to compare the different representations of part-whole relationships: fractions, decimals, and percents. The third skill is notable in that it asks students to construct their own model of a percent, deepening their connection to the concept and its connection to fractions.

S. Percents

1 What percentage is illustrated?
2 Understanding percents: strip models
3 Convert fractions to percents using grid models
4 Convert between percents, fractions, and decimals
5 Convert between percents, fractions, and decimals: word problems
6 Compare percents to each other and to fractions
7 Compare percents and fractions: word problems
8 Solve percent problems using grid models
9 Solve percent problems using strip models
10 Percents of numbers and money amounts
11 Percents of numbers: word problems
12 Percents of numbers: fractional and decimal percents
13 Find what percent one number is of another
14 Find what percent one number is of another: word problems
15 Find the total given a part and a percent
16 Solve percent problems

How do you write **70%** as a fraction?
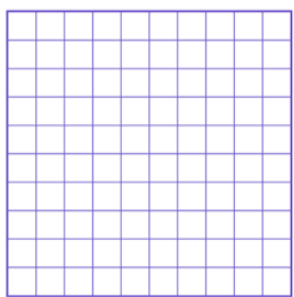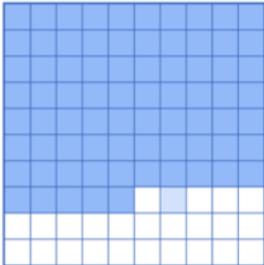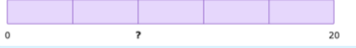
Which sign makes the statement true?

83% ❓ $\frac{24}{25}$

>   <   =

Shade $\frac{1}{10}$ of the grid.

Click and drag to shade.

What percent is equivalent to $\frac{1}{10}$?

[   ] %

Figure 8 - Grid models are used to introduce conversion of fractions to percents

As the rest of the category offers a variety of problems involving percents, the curriculum first returns to the grid models and strip diagrams from earlier to lay the conceptual groundwork for these new skills.

Figure 9 shows that the eighth skill **asks students to construct their own representation of a percent,** this time to model a real-world context.

Figure 9 - Students shade a grid to represent a percent based on a real-world scenario

Figure 10 shows the ninth skill **asks students to choose the strip model** that represents a real-world situation and then use it to solve a problem involving percentages.

Figure 10 - Strip models are used to model percentage problems

In **Figure 11**, a **series of procedural and application-based skills** focus on different types of percent problems, such as finding a given percent of a number, finding what percent of a number another number is, and finding a total given a part and the percent of the total that part is.

S. Percents

1 What percentage is illustrated?
2 Understanding percents: strip models
3 Convert fractions to percents using grid models
4 Convert between percents, fractions, and decimals
5 Convert between percents, fractions, and decimals: word problems
6 Compare percents to each other and to fractions
7 Compare percents and fractions: word problems
8 Solve percent problems using grid models
9 Solve percent problems using strip models
10 Percents of numbers and money amounts
11 Percents of numbers: word problems
12 Percents of numbers: fractional and decimal percents
13 Find what percent one number is of another
14 Find what percent one number is of another: word problems
15 Find the total given a part and a percent
16 Solve percent problems
17 Solve percent word problems
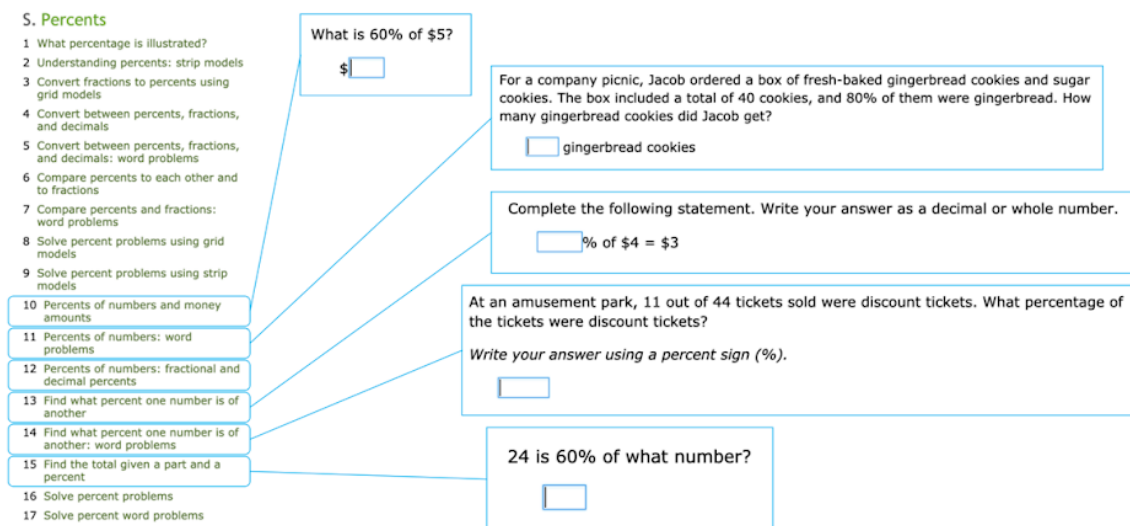
What is 60% of $5?

$ [ ]

For a company picnic, Jacob ordered a box of fresh-baked gingerbread cookies and sugar cookies. The box included a total of 40 cookies, and 80% of them were gingerbread. How many gingerbread cookies did Jacob get?

[ ] gingerbread cookies

Complete the following statement. Write your answer as a decimal or whole number.

[ ]% of $4 = $3

At an amusement park, 11 out of 44 tickets sold were discount tickets. What percentage of the tickets were discount tickets?

Write your answer using a percent sign (%).

[ ]

24 is 60% of what number?

[ ]

Figure 11 - Students have extensive opportunities for procedural and application practice

The category ends with two more application-based skills. In **Figure 12**, the first asks students a variety of percent problems, requiring students to identify which type of problem they are looking at and to decide which strategy they should use.

The last skill presents a rigorous word problem skill that also mixes a variety of problem types together. Here, students not only have to choose the correct approach to each problem, they also have to read to understand what type of problem they are dealing with.
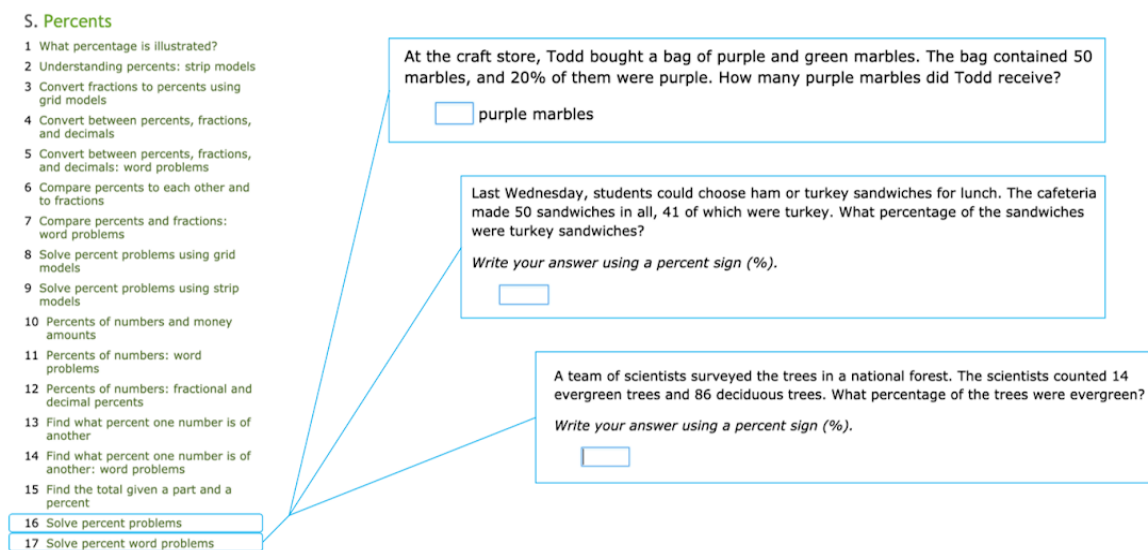
S. Percents

1 What percentage is illustrated?
2 Understanding percents: strip models
3 Convert fractions to percents using grid models
4 Convert between percents, fractions, and decimals
5 Convert between percents, fractions, and decimals: word problems
6 Compare percents to each other and to fractions
7 Compare percents and fractions: word problems
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11 Percents of numbers: word problems
12 Percents of numbers: fractional and decimal percents
13 Find what percent one number is of another
14 Find what percent one number is of another: word problems
15 Find the total given a part and a percent
16 Solve percent problems
17 Solve percent word problems

At the craft store, Todd bought a bag of purple and green marbles. The bag contained 50 marbles, and 20% of them were purple. How many purple marbles did Todd receive?

[ ] purple marbles

Last Wednesday, students could choose ham or turkey sandwiches for lunch. The cafeteria made 50 sandwiches in all, 41 of which were turkey. What percentage of the sandwiches were turkey sandwiches?

Write your answer using a percent sign (%).

[ ]

A team of scientists surveyed the trees in a national forest. The scientists counted 14 evergreen trees and 86 deciduous trees. What percentage of the trees were evergreen?

Write your answer using a percent sign (%).

[ ]

Figure 12 - Students apply their acquired knowledge to a variety of practical scenario problems

On IXL, skill mastery on IXL is measured by SmartScore, IXL's proprietary scoring system. Reaching mastery requires deep learning: it means that a student has demonstrated not just accuracy, but also consistency, and can answer the toughest questions within that concept.

Traditional percentage-based scoring methods permanently penalize students for mistakes early in their learning. If a student misses the first few questions on a percentage-based assessment, they will never be able to achieve a 100. IXL's SmartScore approach evaluates student accuracy, consistency, and question difficulty to assess mastery. It always allows for students to reach 100 (mastery) by placing greater emphasis on their most recent performance. Essentially, **SmartScore is designed to reflect the learning process, in which students typically make mistakes at the beginning and grow in confidence and consistency on their way to mastery.** SmartScore is the most accurate possible measure of a student's understanding of a specific skill. Much like the way a smartphone or smart TV describes the system, not the user, IXL's smart scoring system is named for its dynamic and intelligent assessment of student knowledge.


The IXL SmartScore

SmartScore is easily interpreted on a scale of 0 to 100, where 80 indicates proficiency and 100 indicates mastery. IXL recommends that students be encouraged to reach 80 to demonstrate proficiency while also understanding they always have the opportunity to reach 100. Not only can teachers feel confident that SmartScore reflects their students' current level of understanding, but they will know that students who reach 100 on a skill have truly mastered that objective.

With IXL Math's comprehensive and balanced curriculum, teachers are equipped with a wide range of skills to help students of all ability levels attain authentic mathematical understanding and work towards mastery of the VA-SOL.

2.1.5 Proven Effectiveness through Extensive Research

Research shows that IXL is a proven solution for tiered intervention, diagnostic assessment, daily instruction, ELL and SPED support, as well as effective professional development.

- An evaluation study based on a quasi-experimental design shows IXL meets ESSA Tier II criteria for evidence-based interventions.
- A recent validity study of the Real-Time Diagnostic shows it is a valid assessment to measure student learning outcomes and is predictive of student performance.
- A state efficacy study of 1,488 schools showed that Virginia schools using IXL consistently outperformed those without IXL on the SOL exams.
- A study on the impact of IXL on ELL and SPED student populations found that IXL Math practice is associated with better math performance on state assessments.
- After attending IXL professional development (PD), schools had more students practice on IXL, time spent on IXL, questions answered, skills proficient, and skills mastered.
- Case studies also show IXL's effectiveness as an intervention solution in Virginia classrooms.
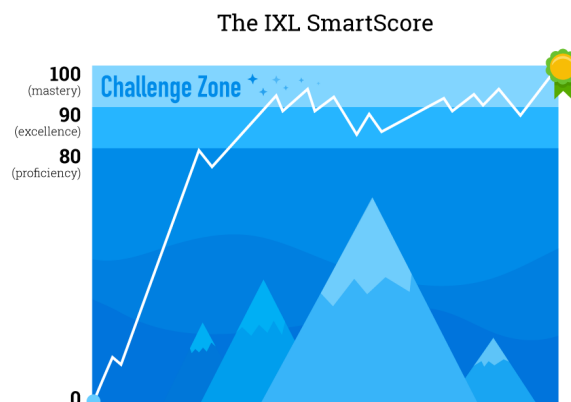
Meets ESSA Tier II Requirements for Evidence-based Interventions. In the 2019 study[17] "The Impact of IXL Math and IXL ELA on Student Achievement in Grades Pre-K to 12," researchers found that students using IXL experienced greater growth on the NWEA MAP assessments than students without IXL. Based on criteria for Tier II evidence-based interventions set by the U.S. Department of Education's Every Student Succeeds Act (ESSA), this evaluation of IXL's impact on math and ELA achievement **meets the required rigor of the What Works Clearinghouse (WWC) standards for quasi-experimental studies with reservation and the Every Student Succeeds Act (ESSA) Tier II standard for evidence-based interventions**.

In accordance with WWC and ESSA Tier II standards, this study:
  ➤ used a pretest-posttest quasi-experimental design and implemented propensity score matching to reduce or eliminate selection bias
  ➤ included a large sample size (4,000 students across multiple sites)
  ➤ measured outcomes using a reliable benchmark assessment (NWEA MAP)
  ➤ applied multilevel models to account for sample clustering effects
  ➤ controlled for potentially confounding factors in the analysis including prior performance and background (e.g., gender, student status, race/ethnicity, grade level, English language learner status, special education status, and teacher background or experience) (ESSA n.d.).

This study found that the use of IXL had a positive and statistically significant effect on student academic achievement in math and reading. In addition, students with higher levels of IXL usage were more likely to have greater growth in both subjects.

Key findings of this study include:

1. **IXL has a positive effect on student learning.** Students using IXL outperformed students without IXL by approximately 1 point on the MAP math and reading tests across grades Pre-K to 12, as shown on **Figure 13**.
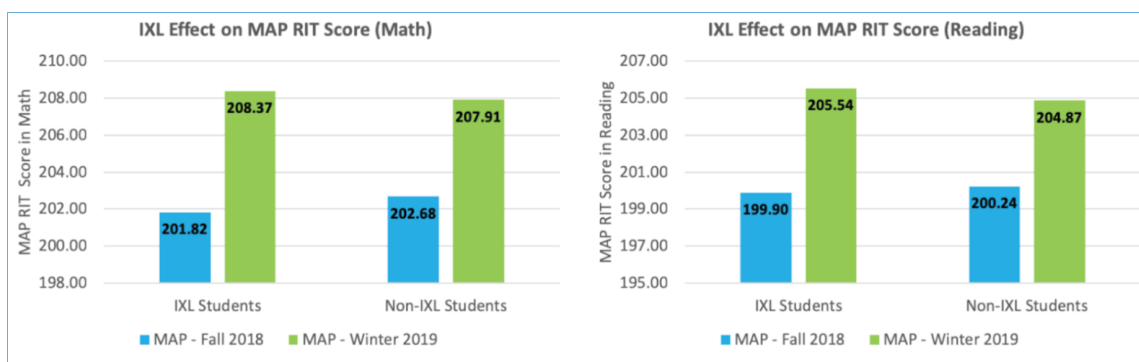

Figure 13 - IXL has a proven positive impact on student learning

2. **More IXL usage leads to higher achievement.** The IXL effect was larger for students with more questions answered and more skills mastered on IXL. Students who mastered 25 or more IXL skills outperformed non-IXL students by more than 2 points on MAP math and reading tests, as shown on **Figure 14**.

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[17] The Impact of IXL Math and IXL ELA on Student Achievement in Grades PreK to 12: www.ixl.com/essa
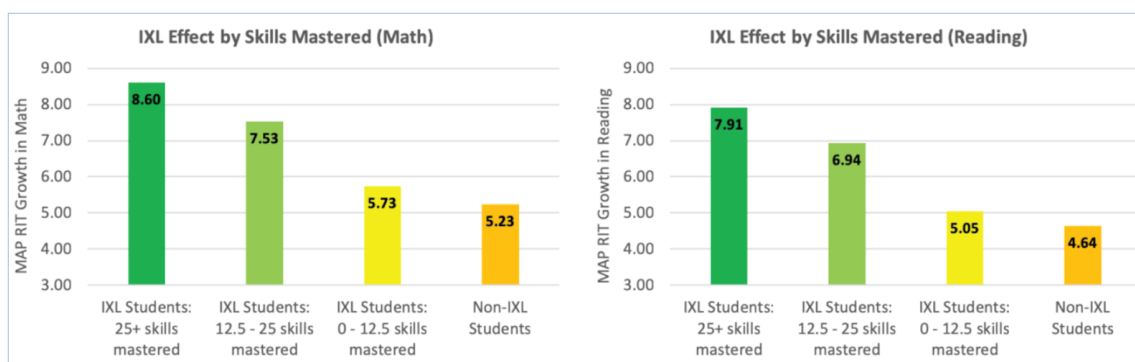
Figure 14 - Students using IXL more saw greater gains in achievement
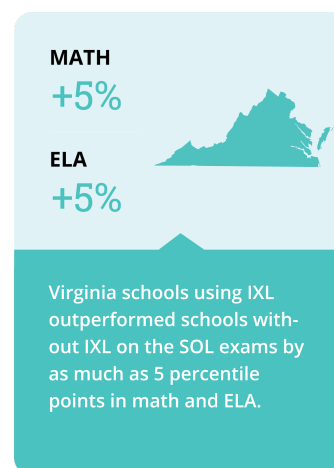
The Real-Time Diagnostic is a valid assessment to measure student learning outcomes and is predictive of student performance. To examine the criterion validity (specifically, the predictive validity) of the IXL Real-Time Diagnostic, IXL Learning conducted a validation research study[18] using student-level data from a virtual charter school. Studied samples used IXL's Real-Time Diagnostic during the 2018 fall semester and took Northwest Evaluation Association's (NWEA) Measures of Academic Progress (MAP) Growth assessments in January 2019. This validation research found strong and positive correlations between the IXL Real-Time Diagnostic and the MAP Growth assessments: an overall correlation of .81 between math assessments and an overall correlation of .78 between reading assessments. Additionally, for both math and reading, students whose IXL Real-Time Diagnostic scores were on or above their grade level were more likely to have corresponding MAP scores equal to or above the MAP norm levels. This study concluded good predictive validity for the IXL Real-Time Diagnostic assessments.

Demonstrated Efficacy in Improving Student Achievement. IXL has a proven track record of improving student achievement. A state efficacy study[19] of 1,488 schools showed that Virginia schools using IXL consistently outperformed those without IXL on the SOL exams.

Researchers examined academic achievement in both IXL schools and non-IXL schools using data from the 2016 and 2017 SOL exams to assess student achievement before and after using IXL. **Virginia schools using IXL outperformed schools without IXL by as much as 5 percentile points.**

Positive Outcomes for ELL and SPED Students. To evaluate the impact of IXL Math, especially for the populations of English language learners (ELL) and students enrolled in special education services, researchers studied[20] 2,898 students from 12 public elementary schools that used IXL for the first time in the 2018-19 school year. Using multilevel linear regression models to control for students' baseline performance and

MATH
+5%

ELA
+5%

Virginia schools using IXL outperformed schools without IXL on the SOL exams by as much as 5 percentile points in math and ELA.

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[18] Validation Study of the IXL Real-Time Diagnostic using MAP Growth Assessments:
www.ixl.com/research/IXL-Real-Time-Diagnostic-Validation-Study.pdf
[19] Measuring the Impact of IXL Math and IXL Language Arts in Virginia Schools:
www.ixl.com/research/Impact-of-IXL-in-Virginia.pdf
[20] The Impact of IXL Math Among ELL and Special Education Students:
www.ixl.com/research/The-Effect-of-IXL-Math-among-ELL-and-Special-Education-Students.pdf

demographic background, researchers found statistically significant positive effects on student performance on the 2019 Indiana Learning Evaluation Assessment Readiness Network (ILEARN) across a series of usage indicators.

Key findings of this study include:

1. **More IXL Math practice is associated with better math performance.** Overall, students performed better on the 2019 ILEARN math assessment when they spent more time on IXL practicing, answering more questions, answering more questions correctly, practicing more skills, reaching proficiency in more skills, and/or mastering more skills in IXL Math, see **Figure 15**.
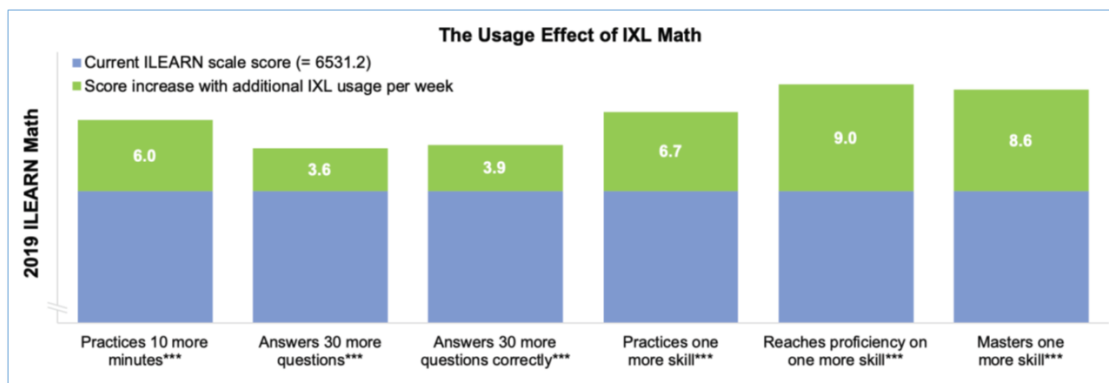
Figure 15 - Students engaged on IXL performed better on state assessments

2. **IXL supports ELL students.** ELL students experienced similar or even greater gains in performance with additional practice compared to their peers, as shown in **Figure 16**.
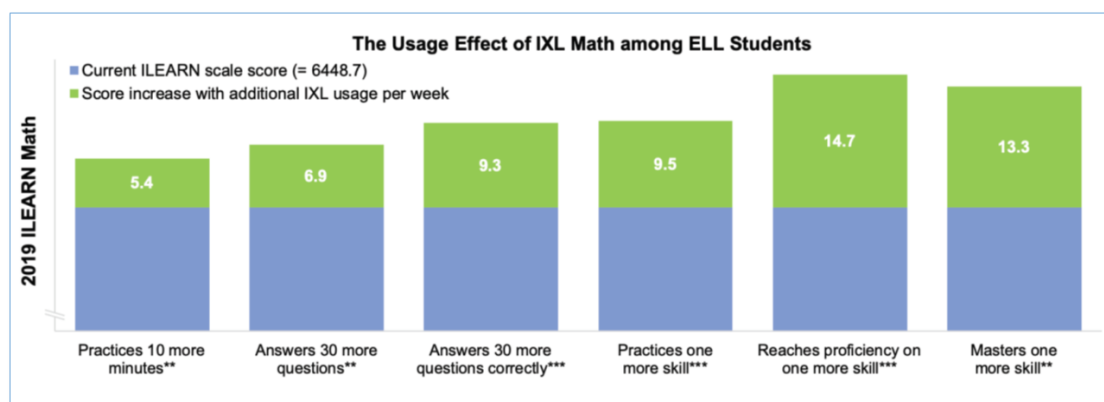

Figure 16 - ELL students saw improvement in assessment performance with IXL

3. **IXL supports special education students.** Special education students experienced similar or even greater gains in performance with additional practice compared to their peers, see **Figure 17**.
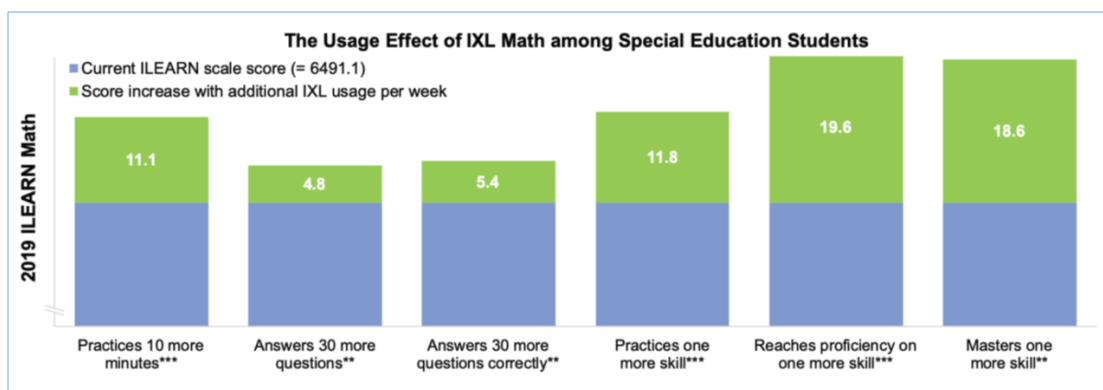
Figure 17 - IXL Math shows a positive impact for SPED students

Proven Impact on Student Engagement and Performance. Recent research[21] of 1,200 schools that used IXL shows that IXL PD has a positive impact on student engagement and learning outcomes. After attending PD, schools had more students practice on IXL, more time spent on IXL, more questions answered, more skills proficient, and more skills mastered. Schools that participated in IXL PD also had significantly higher proficiency rates on the state standardized assessment than IXL schools that did not receive PD.

Key findings of this study include:

1. **Researchers compared IXL usage before and after schools participated in PD and found that PD had a significant positive impact on student engagement.** After attending PD, schools had more students practice on IXL, more time spent on IXL, more questions answered, more skills proficient, and more skills mastered, as shown in **Figure 18**.
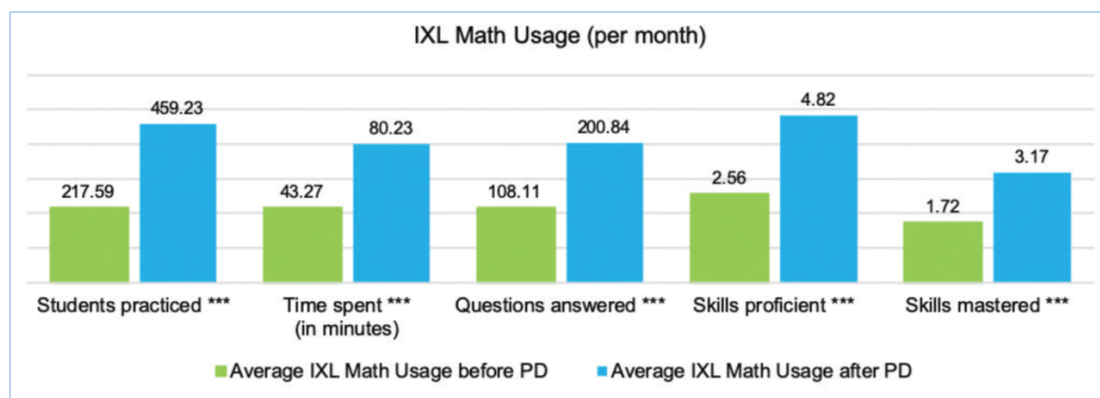

Figure 18 - IXL schools receiving PD saw increased student engagement and proficiency

2. **Schools that participated in IXL PD had significantly higher proficiency rates on the state standardized assessment than IXL schools that did not receive PD.** These effects on student achievement were observed, as shown in **Figure 19**.

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[21] The Impact of IXL Professional Development Programs:
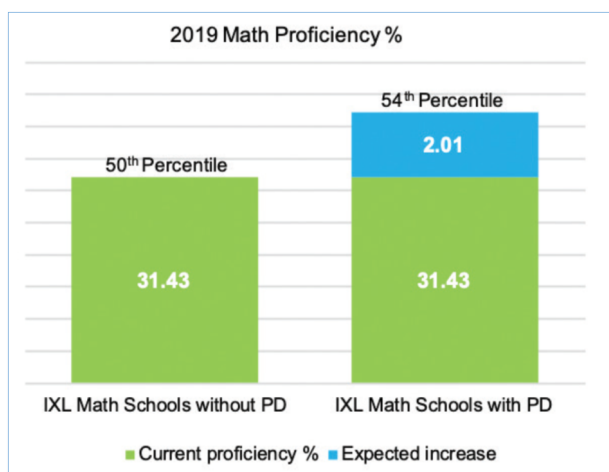www.ixl.com/research/Impact-of-IXL-Professional-Development-Programs.pdf

Figure 19 - IXL schools receiving PD had significantly higher proficiency rates on assessments

Case Study: IXL Math in the Data-Driven Classroom.[22] Fifth grade math teacher Lisa Ivy at Mary Williams Elementary School in Dumfries, VA is a big fan of the reports in IXL Analytics, which give her the data she needs to monitor student progress, keep her administrators informed, and make better instructional decisions in the classroom.

The Skills Practiced report helps Lisa see how students are progressing overall. She can look at the report by objective and use the data to guide her instructional plans for the class—for example, she may decide to spend more time on an objective where the class is struggling or skim over an area that most students have already mastered.

Lisa uses the Trouble Spots report to identify areas where individual students are struggling. She uses this data to plan individual or small group interventions for students who are falling behind.

Lisa uses IXL data to identify students for Tier II or Tier III intervention within the school's Response to Intervention (RTI) program. IXL reports become part of each student's RTI folder, which informs the intervention specialist's plans. IXL Analytics allows her to quickly communicate class progress and identify students in need of additional intervention.

2.1.6 Seamless Integration with HCPS Technology Ecosystem

IXL is LTI Advantage certified for LTI v1.3 Deeplinking 2.0.[23]

IXL's Schoology integration gives educators and students seamless access to the IXL platform with just the click of a button. Using IMS Global's LTI v1.1 standard, Schoology users are automatically signed in to IXL without having to enter or remember any additional usernames or passwords. IXL puts educators in control with the ability to add IXL as an always accessible app in the "Course Offerings" section or as a targeted resource via "Course Materials" that can be included in specific lessons or assignments. For administrator users, IXL's integration allows for logging into IXL as an administrator or a teacher to aid these users in training and supporting their staff. While Schoology only supports LTI v1.1 today, IXL is already LTI v1.3 certified and stands ready to add additional functionality via this standard as soon as Schoology supports it.

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[22] IXL Math in the Data-Driven Classroom: www.ixl.com/case-studies/Mary-Williams-ES-Virginia-Math-and-Analytics.pdf
[23] IXL LTI Certification: site.imsglobal.org/certifications/ixl-learning/ixl-learning

With IXL's Schology integration:

- IXL fits easily into HCPS' technology ecosystem, granting a direct, single point of entry from Schoology to IXL.
- Educators can assign coursework based on IXL skills, get on-demand, real-time assessment data, and access other important IXL features directly from Schoology, as shown in **Figure 20.**
- With single sign-on and roster matching capabilities, teachers and students can focus on learning, rather than logistics.

With IXL team support, the integration can be set up in minutes with no technical expertise required from the district.

IXL additionally offers a wide range of integration capabilities for single sign-on and autorostering, as described later in this proposal.
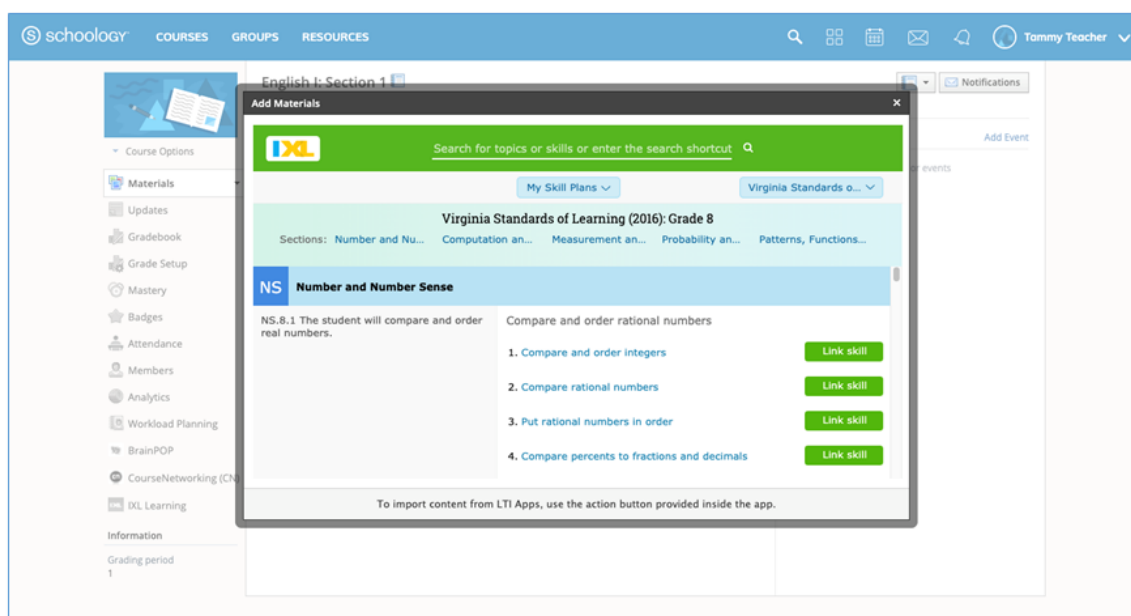

Figure 20 - With IXL's LTI v1.1 integration, teachers can assign SOL-aligned IXL skills directly from Schoology

2.2 Scope of Services

IXL meets and exceeds HCPS RFP scope of services and general requirements.

2.2.1 General Requirements

IXL understands New Bridge Learning Center students will be offered access to IXL Math with division wide purchases at the K-12 or elementary level at no additional cost. Likewise, IXL will provide IXL Math for students at VREC and PACE with purchase by the Academy of Virginia Randolph (AVR).

IXL further meets HCPS' general requirements, as described below.

2.2.1.1. The proposed solution shall have the capability of content scaffolding to include a tiered approach and acceleration for students who need additional help with mathematics

IXL Math offers a comprehensive and adaptive curriculum of finely scaffolded skills that meet students where they are, at the right level of rigor, to help them close knowledge gaps and accelerate learning. The IXL platform features:

- Adaptive curriculum of finely scaffolded skills for differentiated instruction
- Equity for all students with open access to the full PreK to Grade 12 math curriculum
- Recommendations wall of targeted skill suggestions
- In-skill recommendations for self-remediation at the point of need
- Immediate feedback and explanations to keep students on the right track
- Diagnostic Action Plan personalized for each student to accelerate learning
- Trouble Spots that illuminate knowledge gaps
- Built-in SPED accommodations
- Spanish translation in key K-6 math skills

Adaptive Curriculum for Differentiated Instruction. IXL provides a differentiated learning experience for every student. Even as two students are working on the same skill, they will be presented different questions as the platform continuously adapts to them.

IXL skills are scaffolded to gradually increase rigor within a skill to meet students where they are. As students work through progressions within a skill, IXL presents more challenging questions as they are ready and reduces the level of difficulty if needed. By the time students have succeeded with consistency at all levels of rigor, teachers can feel confident that they have truly mastered the material and can apply their knowledge to tasks and assessments in the future.

For example, the carefully scaffolded sixth grade skill[24] in **Figure 21** ensures students can justify the algebraic manipulations they are doing using properties. At the beginning of the skill, all of the properties are provided to the student, who just needs to complete the expressions in the left column. As they progress, the opposite is true: all of the expressions are complete, and the student needs to select correct property. Finally, to demonstrate mastery, the student needs to do both.

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[24] IXL 6th Grade Skill R8H: www.ixl.com/math/grade-6/write-equivalent-expressions-using-properties

Figure 21 - Students demonstrate reasoning by justifying their work

In another example, **Figure 22** shows an algebra skill[25] with four levels of rigor. In Algebra II, students use the equation for a polynomial function to draw conclusions about what its graph looks like. They determine the general shape of the graph and where it crosses the x-axis.

- **Level 1:** At the start, students only need to pay attention to which way the arrows point (up or down) to match the polynomial function to its graph.
- **Level 2:** In the next skill level, students have to know what the general shape of the graphs should be.
- **Level 3:** At the third level, the number of functions increases from two to four. These problems require stronger abstract and quantitative reasoning abilities to match the equations to the graphs.
- **Level 4:** Finally, individual problems mix quadratic, cubic, and quartic polynomials together. This requires students to differentiate between polynomial types in order to match them to the graphs.

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[25] IXL Algebra II Skill XJU: www.ixl.com/math/algebra-2/match-polynomials-and-graphs

Level 1

Algebra 2 > K.14 Match polynomials and graphs

Match each polynomial function to its graph.

$f(x) = {}^-x^2 + 12x - 37$ $g(x) = x^2 + 14x + 47$

Level 2

Algebra 2 > K.14 Match polynomials and graphs

Match each polynomial function to its graph.

$f(x) = x^2 + 3$

$g(x) = {}^-x^3 + 21x^2 - 147x + 343 = {}^-(x - 7)^3$

$f(x) = x^2 + 3$ $g(x) = {}^-x^3 + 21x^2 - 147x + 343$

Level 4

Algebra 2 > K.14 Match polynomials and graphs

Match each polynomial function to its graph.

$f(x) = x^3 - 21x^2 + 147x - 343 = (x - 7)^3$

$g(x) = {}^-x^2 - 4$

$h(x) = x^3 + 10x^2 + 32x + 32 = (x + 4)^2(x + 2)$

$k(x) = {}^-2x^2 + 2x + 4 = {}^-2(x + 1)(x - 2)$

$f(x) = x^3 - 21x^2 + 147x - 343$ $g(x) = {}^-x^2 - 4$

$h(x) = x^3 + 10x^2 + 32x + 32$ $k(x) = {}^-2x^2 + 2x + 4$

Level 3

Algebra 2 > K.14 Match polynomials and graphs

Match each polynomial function to its graph.

$f(x) = {}^-x^3 - 12x^2 - 47x - 64$ $g(x) = {}^-x^2 + 2x - 4$

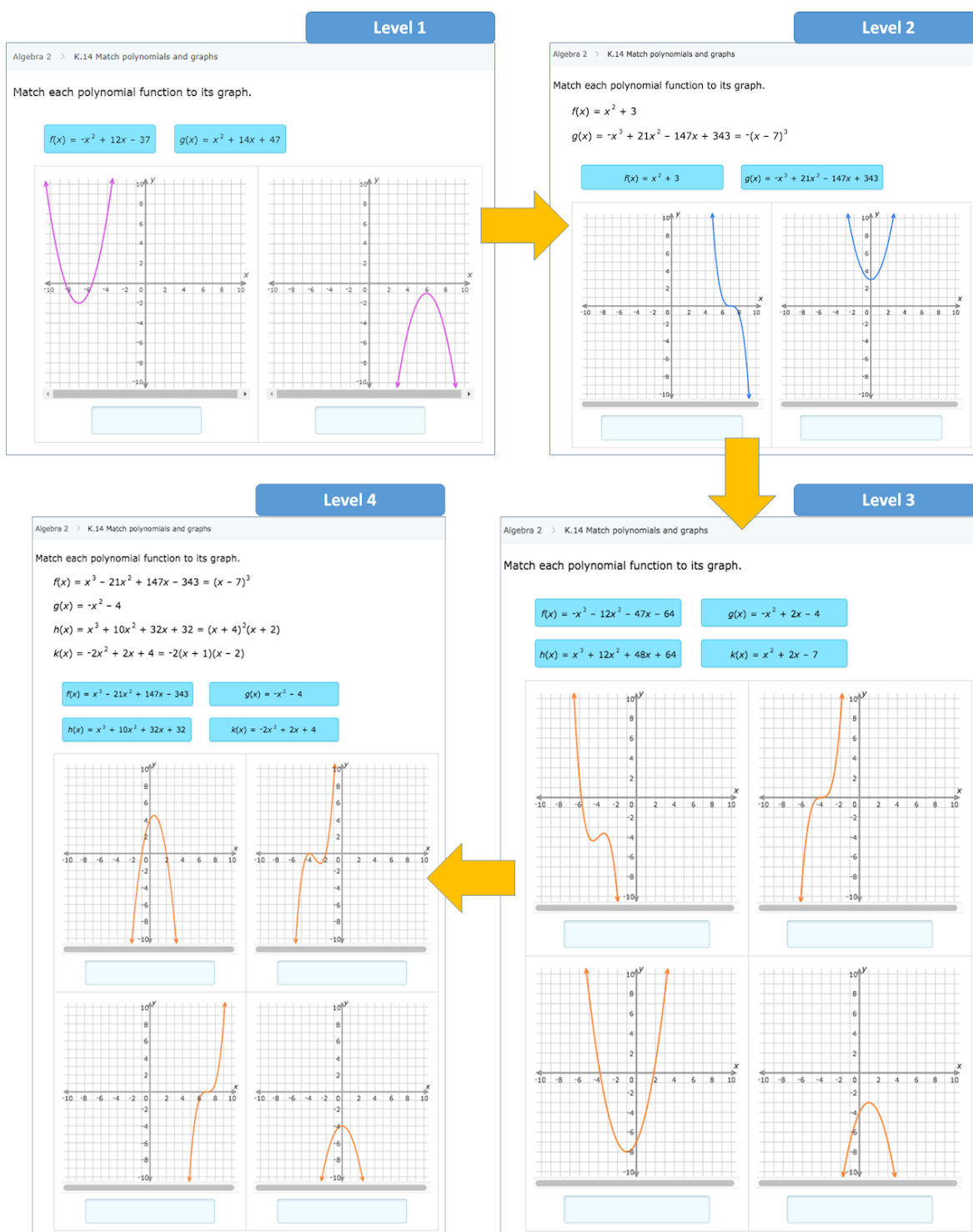$h(x) = x^3 + 12x^2 + 48x + 64$ $k(x) = x^2 + 2x - 7$

Figure 22 - IXL skills have multiple levels of rigor that adapt to each student and challenge them to achieve mastery

Teachers can preview the scaffolding within an IXL skill using the skill jump feature on the lower right corner of any skill, as shown in **Figure 23**.
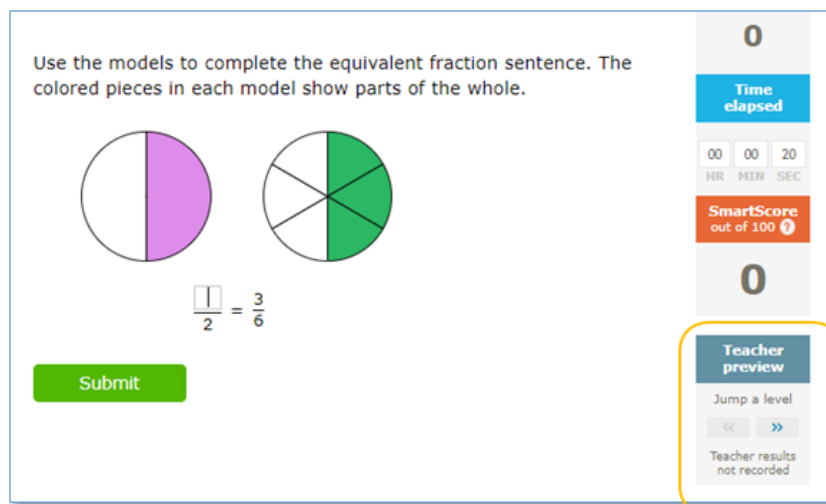
Figure 23 - Skill jumps provide teachers a preview of the levels of rigor for each skill

Equity for all students with open access to the full PreK to Grade 12 math curriculum. IXL treats every student the same and personalizes instruction to help them succeed. Regardless of a student's grade level, IXL provides open access to the full IXL math curriculum, adaptive skills that meet them where they are, and data-driven insights that empower every student to learn at their own pace. On IXL, all students have the opportunity to reach mastery.

Recommendations wall of targeted skill suggestions. As students log into IXL, they are directed to their personalized Recommendations wall, where they can choose from a list of suggested skills based on their performance on IXL and skills assigned by their teacher. As shown in **Figure 24,** recommendations may include foundational skills to close knowledge gaps, next-up skills that build on their existing knowledge, and teacher-assigned skills.
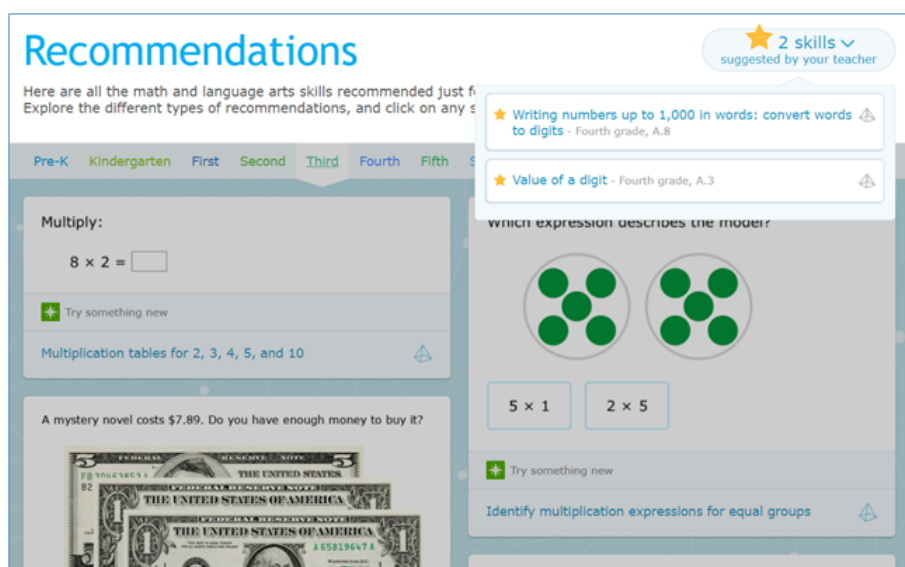

Figure 24 - Each student can see skills assigned to them on their Recommendations wall

In-skill recommendations for self-remediation. If a student is struggling with a skill, IXL offers in-skill recommendations that help them remediate foundational knowledge gaps. For example, in **Figure 25**, a student working on a third grade money skill sees two skill recommendations at the bottom of the screen. These skills are available at the point of need so that students can never get "stuck" on IXL.
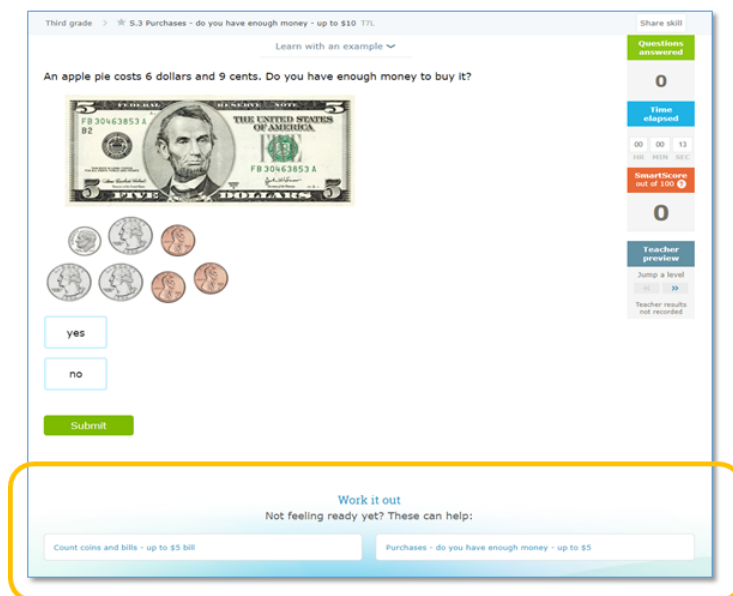

Figure 25 - IXL recommends foundational skills to students at the point of need

Immediate Feedback and Explanations. On IXL, students are always supported with immediate feedback and an explanation of the correct solution with each incorrect response; see an example in **Figure 26**. This in-the-moment support enables students to learn from their mistakes and continue their progress without having to wait for results or teacher support.
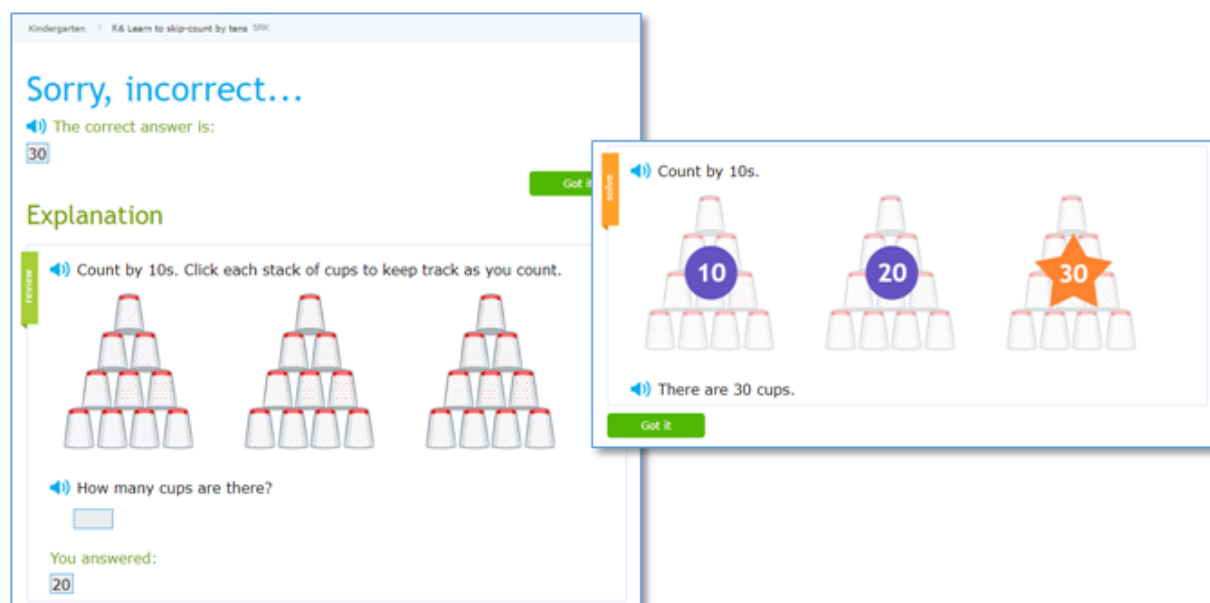

Figure 26 - Students receive immediate corrective feedback to help them understand their misconceptions

Diagnostic Action Plan to accelerate learning for each student. As students answer questions in the IXL Real-Time Diagnostic, it continuously adapts questions to pinpoint their grade-level proficiency. Based on each student's levels, the Diagnostic generates a personalized action plan (refer back to **Figure 3**) with targeted recommendations of skills to work on next. These recommendations link seamlessly to specific IXL skills, giving students a simple way to find the skills that will help them advance their learning.

Trouble Spots illuminates knowledge gaps. Trouble Spots[26] illuminates the skills that students are struggling with. It details how each student is performing and presents the exact questions they have missed. Trouble Spots takes out the guesswork for teachers by strategically grouping students of similar levels, as shown in **Figure 27**. Trouble Spots' carousel of missed questions shows teachers the exact item types that groups of students are struggling with, enabling teachers to effectively lead remediation sessions that help multiple students at once.
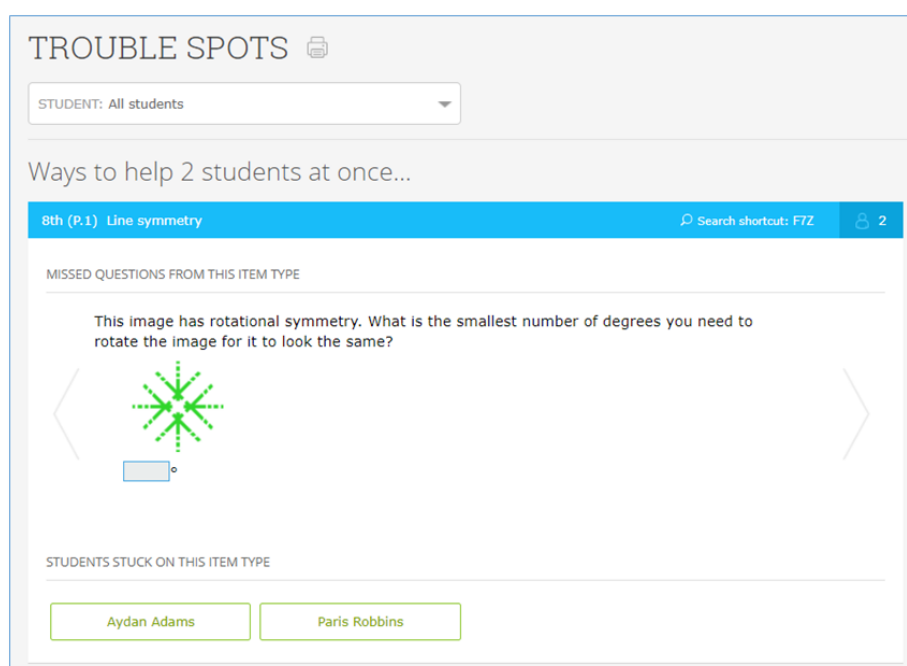

Figure 27 - Trouble Spots identifies the exact skills students are struggling with

Built-in SPED Accommodations. Accommodations are embedded in the IXL platform to support students of different abilities. These accommodations include:

- **Browser-based zoom** to at least 200% on web adjusting font size and at least 200% on web enhancing non-text navigation elements such as buttons and icons.
- **High-contrast and color-blind accessible** color combinations designed for all users
- **Increasing support of text-to-speech and assistive aids**; IXL works well with ChromeVox, JAWS, NVDA, and VoiceOver.
- **Audio support** through grade 8 math skills
- **Option for teachers to mask grade levels and practice timer** to create a more encouraging learning environment for students who are working below grade level

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[26] Trouble Spots: www.ixl.com/analytics/trouble-spots

Spanish Translation in key K-6 math skills to support ELL students. Teachers have the option to enable Spanish translation for all or select students. The on-demand Spanish translation allows English learners to succeed in math, while simultaneously helping them make strides in English proficiency. Questions are presented in English by default, and students can choose to toggle between Spanish and English, as shown in **Figure 28**.
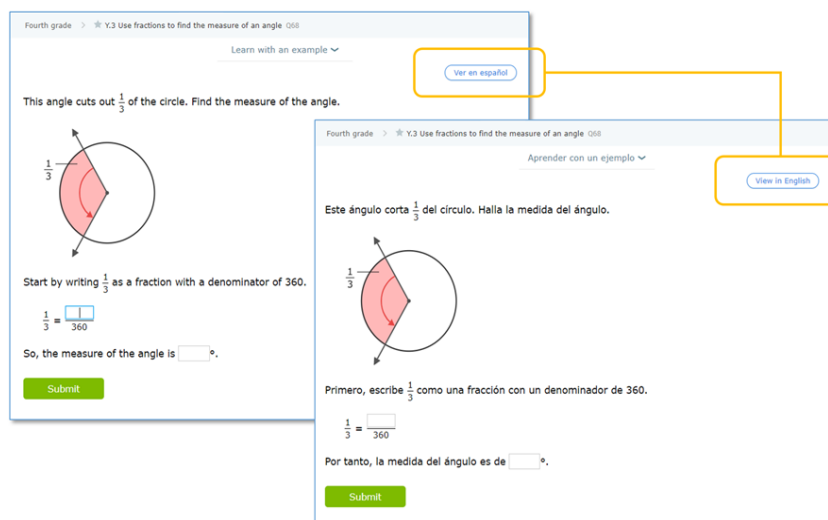

Figure 28 – Teachers can enable Spanish translation in key math skills for one or more students

2.2.1.2. The Successful Offeror(s) shall provide a solution where the digital content can be created with an Internet consumer in mind

IXL Math has over 4,600 highly interactive, technology enhanced skills that are engaging and rigorous. Using research-based methodology, IXL's comprehensive math content was crafted with embedded supports for all learners and diverse, engaging question types. In accordance with scientific research, IXL incorporates:

- "Extensive use of appropriate objects, diagrams, and other aids" in the content for younger students[27]
- A desirable combination of graphics and words in all grade levels[28]
- An unmatched level of variety in question types, as IXL math problems range from drag-and drop sorting to multiple select, from word problems to interactive graphing problems—which are a particular innovation shown to improve students' cognitive understanding[29]
- Real-world problems, which are proven to enhance students' ability to understand topics and even improve performance on assessments with similar problems[30]

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[27] National Research Council. (2001). Improving Mathematics Education: Resources for Decision Making. Committee on Decisions that Count, Steve Leinwand and Gail Burrill (Eds.). Mathematical Sciences Education Board, Center for Education, Division of Behavioral and Social Sciences and Education. Washington, DC: National Academy Press.
[28] SEG Research. (2008). Understanding Multimedia Learning: Integrating Multimedia in the K-12 Classroom. New Hope, PA.
[29] Jacobs, K. L. (2005). Investigation of interactive online visual tools for the learning of mathematics. International Journal of Mathematical Education in Science and Technology, 36(7), 761-768.
[30] National Mathematics Advisory Panel. (2008). Foundations for Success: The Final Report of the National Mathematics Advisory Panel. U.S. Department of Education: Washington, DC.

The following are examples of the wide variety of interactive IXL skills across the curriculum.

The concepts of addition and subtraction are intuitive for most students, but the language and notation used to represent them is not. The kindergarten skill *Subtract with cubes - numbers up to 10*,[31] uses a fun interaction with colorful linked cubes to help students bridge the gap between familiar "take away" language and subtraction sentences using minus and equals signs. The skill starts with problems like the one on the left in **Figure 29**, and then switches to problems a little less obvious like the one on the right.
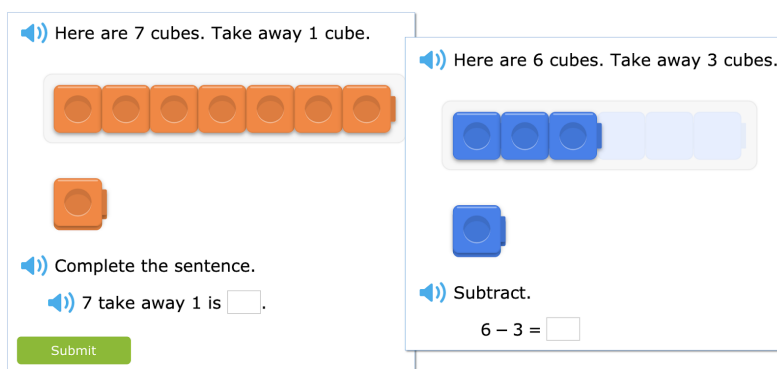

Figure 29 - Students drag and "take away" cubes to connect with the concept of subtraction

The fun interaction in the second grade skill in **Figure 30** lets students explore the different ways to cut shapes into fractional parts.[32] Understanding that fractions represent same-sized parts of whole objects is a fundamental understanding that will carry students through the rest of elementary school, and the freedom in this skill encourages students to experiment with the different ways they can create fractions of a given size. The skill starts with shapes with fewer cutting points along the boundary (left) and then as students gain proficiency, the number of points increases, offering students even more ways to cut shapes into fractional parts (right).
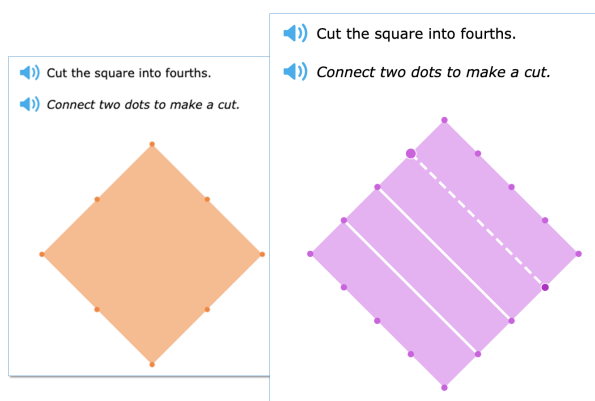

Figure 30 - Students cut shapes into fractional parts

By third grade, students are experienced at identifying and describing shapes based on their geometric properties, i.e., they know a triangle has three straight sides and three vertices. A focus in third grade is exploring the relationships between shapes. For example, they should understand that a square is a special kind of rectangle that has four equal sides.

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[31] IXL Skill XZN: www.ixl.com/math/kindergarten/subtract-with-cubes-numbers-up-to-10
[32] IXL Skill QD2: www.ixl.com/math/grade-2/make-halves-thirds-and-fourths

The skill in **Figure 31** asks students to explore these relationships by drawing quadrilaterals that fit a given description.[33] Doing so requires students to understand the defining properties of trapezoids, parallelograms, rectangles, and squares as well as how those shapes relate to each other. The interaction in this skill is also wide open—students can draw any shape they want that meets the given description and be graded as correct.
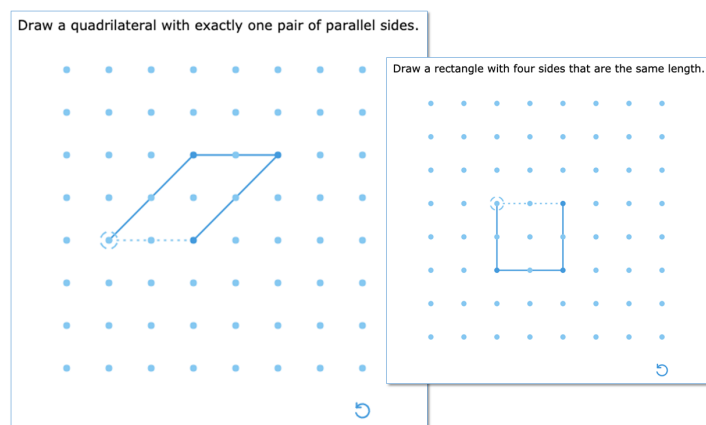

Figure 31 - Students graph one a number line and compare fractions

A common misconception that gets in the way of conceptual and procedural confidence occurs when multiplying fractions. Students may intuitively think multiplying a number by something results in a bigger number. The skill in **Figure 32** tackles that misconception head-on, asking students to determine if multiplying by a proper or improper fraction will make a number bigger or smaller—and explain why.[34]

Figure 32 - Students drag and drop to select the correct answer and mathematical reasoning

In fourth grade, measuring angles is a new concept, and protractors are a tricky measurement tool to use. The IXL skill in **Figure 33** uses a slick and simple interaction that lets students draw an angle on a protractor[35] and focus on the most important concept—the connection between degree measurement and the size and shape of an angle. Having a strong intuition for angle size and being able to draw angles of a given size prepares students for success in geometry, trigonometry, and higher level math.

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[33] IXL Skill 5KS: www.ixl.com/math/grade-3/draw-quadrilaterals
[34] IXL Skill Q7M: www.ixl.com/math/grade-5/scaling-whole-numbers-by-fractions-justify-your-answer
[35] IXL Skill R9K: www.ixl.com/math/grade-4/draw-angles-with-a-protractor
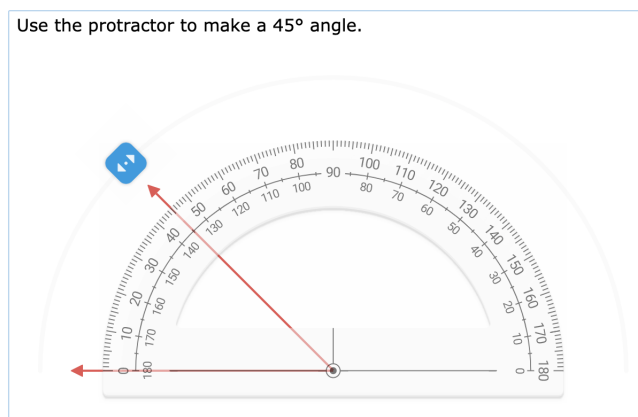
Use the protractor to make a 45° angle.

Figure 33 - Students slide along the protractor to draw an angle

Research shows, and educators know from first-hand experience, that having students connect visual representations of math concepts with numerical and algebraic representations deepens their understanding. Algebra 1 students not only need to find numerical solutions to systems of linear inequalities, but also to represent their solution sets on a coordinate plane. **Figure 34**[36] shows a skill where students use IXL's dynamic graphing interaction to graph two lines, interpret the inequality symbols to determine whether the lines should be solid or dotted, and then shade a region to represent their solution set.

Solve the system of inequalities by graphing.

$y > -2$

$y \geq 4x - 9$

Select a line to change it between solid and dotted. Select a region to shade it.
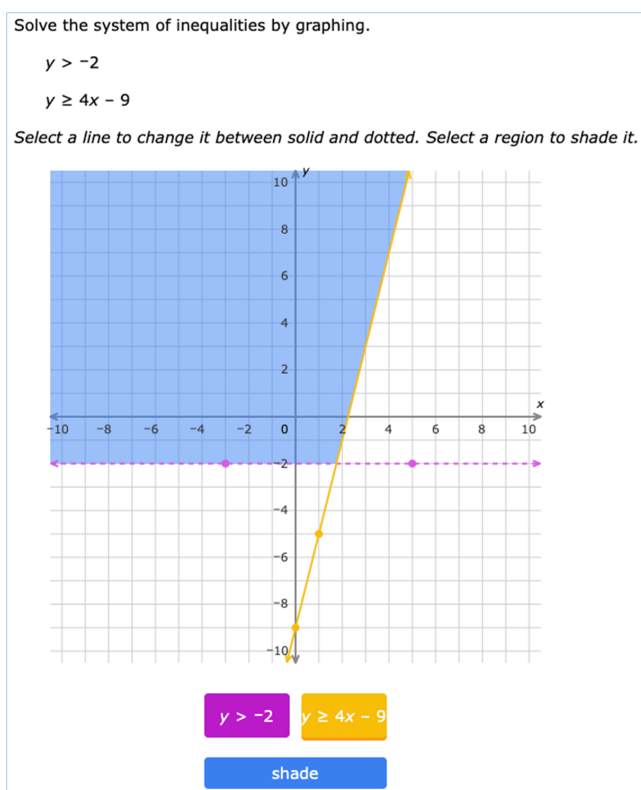
y > −2   y ≥ 4x − 9

shade

Figure 34 - IXL skills include dynamic graphic interactions that are highly engaging

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[36] IXL Skill SGH: www.ixl.com/math/algebra-1/solve-systems-of-linear-inequalities-by-graphing

Geometric constructions are an interesting and challenging way for geometry students to apply their knowledge. IXL's friendly interface eliminates the frustration of working with a compass and puts the focus back on geometric reasoning. The skill in **Figure 35**[37] shows students constructing the midpoint of a line segment. The skill starts by giving students almost completed constructions to help them see the steps of the construction. As the skill progresses, students have to complete more and more of the steps independently.
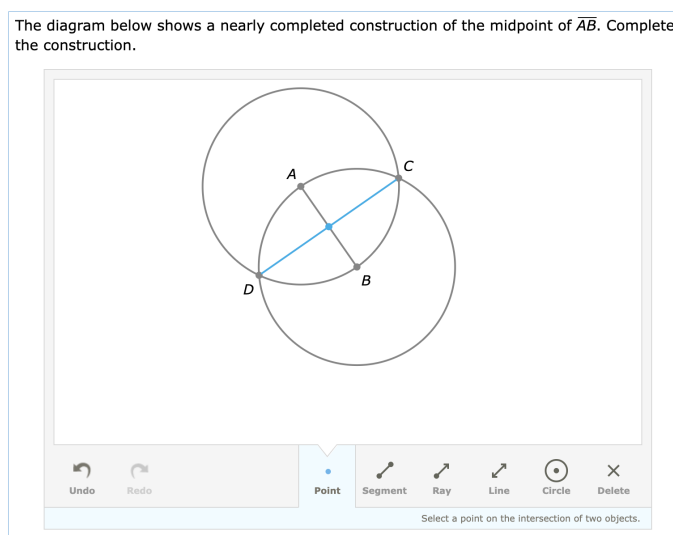

Figure 35 - IXL skills provide interactive geometric construction activities

2.2.1.3. Intervention materials shall be systematic and simple in design, addressing one or more of the selected areas of mathematics (number and number sense, computational fluency, problem solving) and support a variety of instructional settings.

IXL's flexible platform allows educators to provide continuity and consistency across any learning environment: synchronous, asynchronous, in-person, remote, and hybrid. Fully web-based, IXL's personalized curriculum, diagnostic, and analytics enable teachers to provide effective differentiated instruction no matter where or when students are learning.

The IXL platform is simple and intuitive in design, and presents math content in a systematic way that enables teachers to easily support students with the topics they need. **The IXL Math PreK-12 curriculum's**[38] **4,600 skills are categorized by grade level and by topic** to make it easy for teachers to find the skills they need to support intervention and instruction; see **Figure 36**.

While teachers and students are free to explore and work on any skill in the IXL curriculum, as IXL is fully adaptive and personalized, resources such as the Diagnostic Action Plan recommends targeted skills for each student, taking out the guesswork of figuring out what to work on in order to address gaps and advance in their learning.

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[37] IXL Skill HGT: www.ixl.com/math/geometry/construct-the-midpoint-or-perpendicular-bisector-of-a-segment
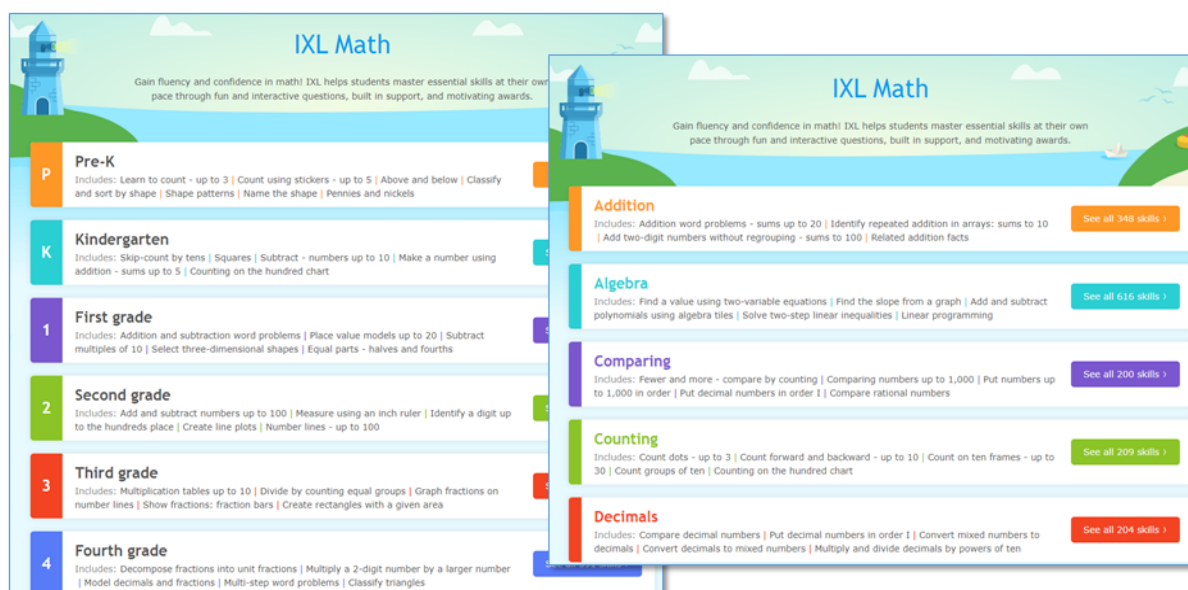[38] IXL Math Curriculum: www.ixl.com/math

Figure 36 – The IXL Math curriculum is organized by grade and 30 topics

IXL's curriculum is logically sequenced to build knowledge and skills. Teachers can focus on a specific topic and find skills listed by grade as they gradually build up across grade levels, as shown on **Figure 37**, left side. In each grade, skills build gradually to help students develop a deep understanding of grade level concepts. For example, **Figure 37** right side, shows part of the 7th grade curriculum[39], where operations with rational numbers come before ratios, which come before proportional relationships.
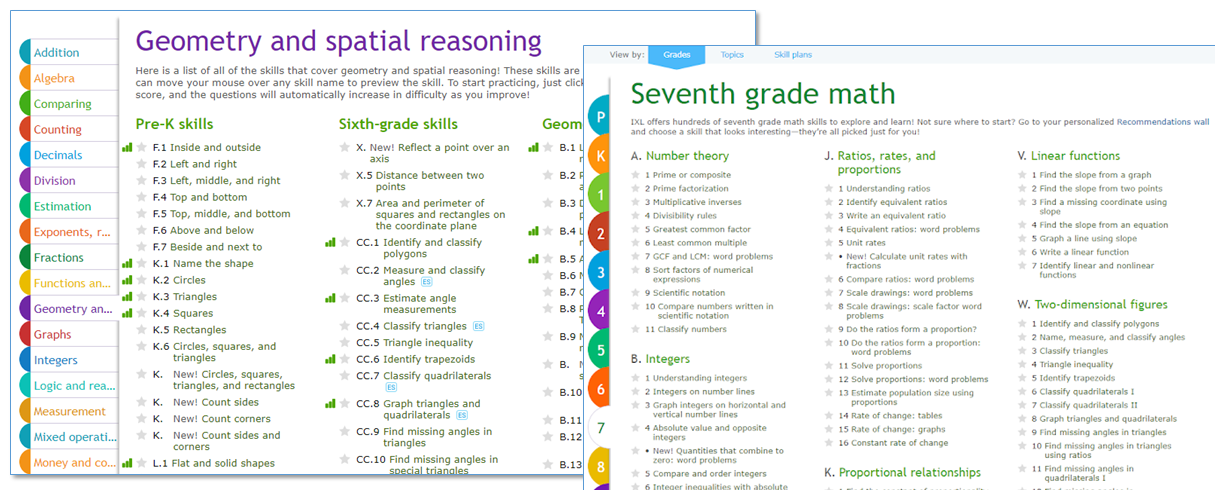
Figure 37 - IXL's curriculum sequence in each grade shows a horizontal progression of skill topics

IXL's math curriculum offers **comprehensive early numeracy skills** that teach the cardinality principle through "learn to count" skills that scaffold students to independent counting; gradually building up in number size from 1-3 to 1-5 to 1-10 and beyond; teaching subitization; and providing a variety of representations of the same number, e.g., Arabic numeral, countable set of items, and number name.

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[39] IXL 7th Grade Curriculum: www.ixl.com/math/grade-7

IXL provides **ample opportunity for computational practice**, with both traditional algorithms and other strategies. IXL's SmartScore informs teachers about when students have truly reached computational fluency (80 proficient, 100 mastered).

IXL supports math topics with visual models and conceptual skills, often using multiple models for the same concept or using similar models across concepts to draw connections. For example, in first grade, IXL skills use linked cubes, pictures, number lines, and illustrated word problems to help learners understand subtraction. Similarly, in third grade, IXL skills use shapes and objects, fraction bars, area models, number lines, and word problems to help students understand fractions.

It's not enough for students to be able to solve problems correctly—they should also be able to explain their solutions and justify the steps in their reasoning. IXL skills on geometric proofs offer students the opportunity to hone their logical thinking and defend their work in rigorous mathematical terms.

For example, the skill in **Figure 38**[40] focuses on theorems involving parallel lines cut by a transversal. Given information about the lines and angles in the diagrams, students have to prove other statements about them. The skill starts with fewer missing justifications in the Reason column and progresses to having more and more missing information. Late in the skill, students get to provide all of the statements and reasons in their own proofs. With IXL's sophisticated grading technology, students are free to go about the proofs however they want, as long as their logic is sound and they justify each of their steps.

Figure 38 - Students are asked to complete the proof and justify their responses

IXL builds student mastery through conceptual understanding, procedural fluency, and real-world application of math knowledge, which involves a significant amount of problem solving skills. Word problems[41] is its own topic in the IXL Math curriculum, including multi-step problems that develop students' problem solving skills such that they can flexibly apply their knowledge to solve practical problems.

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[40] IXL Skill CUV: www.ixl.com/math/geometry/proofs-involving-parallel-lines
[41] IXL Math Word Problems: www.ixl.com/math/word-problems

2.2.1.4. Instructional materials for students receiving intervention shall include lessons and activities covering an appropriate range of mathematics skills, are age appropriate, include engaging tasks of high interest, build upon conceptual understanding, and support/remediate basic skills in an adaptive manner. The materials provided shall be digital or blended format.

Adaptive curriculum to provide targeted intervention. As described above in previous sections, IXL Math offers an expansive curriculum of adaptive skills that are highly engaging, yet rigorous to meet the objectives of the VA-SOL. IXL helps students develop a deep understanding through a mastery-based approach that builds student's conceptual understanding, procedural fluency, and real-world application. With IXL Analytics, teachers have actionable insight into where students need help and the specific IXL skills to help them remediate.

Age-appropriate materials. IXL skills are age-appropriate, carefully leveled to students' levels. The IXL curriculum is built to meet the balance and rigor of the VA-SOL. IXL content undergoes a comprehensive development process that includes at least four levels of peer review and quality checks to ensure skills are mathematically sound and age appropriate.

Engaging Learning Environment. IXL creates an encouraging learning environment for every student. Students understand they always have the opportunity to reach mastery, regardless of early mistakes in their learning. As students work, they receive immediate feedback on their performance with real-time updates to their skill SmartScore. SmartScore is easily interpreted on a scale of 0 to 100, where 80 indicates proficiency and 100 indicates mastery. **Figure 39** shows that **students receive positive feedback and virtual medals** as they answer a question correctly, along with an updated SmartScore on the skill, representing their progress towards proficiency and mastery.

Figure 39 – Students receive immediate feedback and see their scores increase until they reach mastery

As students reach achievement milestones in their work, they **earn virtual awards** that are collected on an awards wall for them in each grade. Students look forward to earning these awards and flipping them over to reveal their prize. **Students can even use one of their prizes as their avatar**, as shown in **Figure 40**, left. Teachers can always use IXL's certificate templates to create achievement awards for their students; **Figure 40**, right.
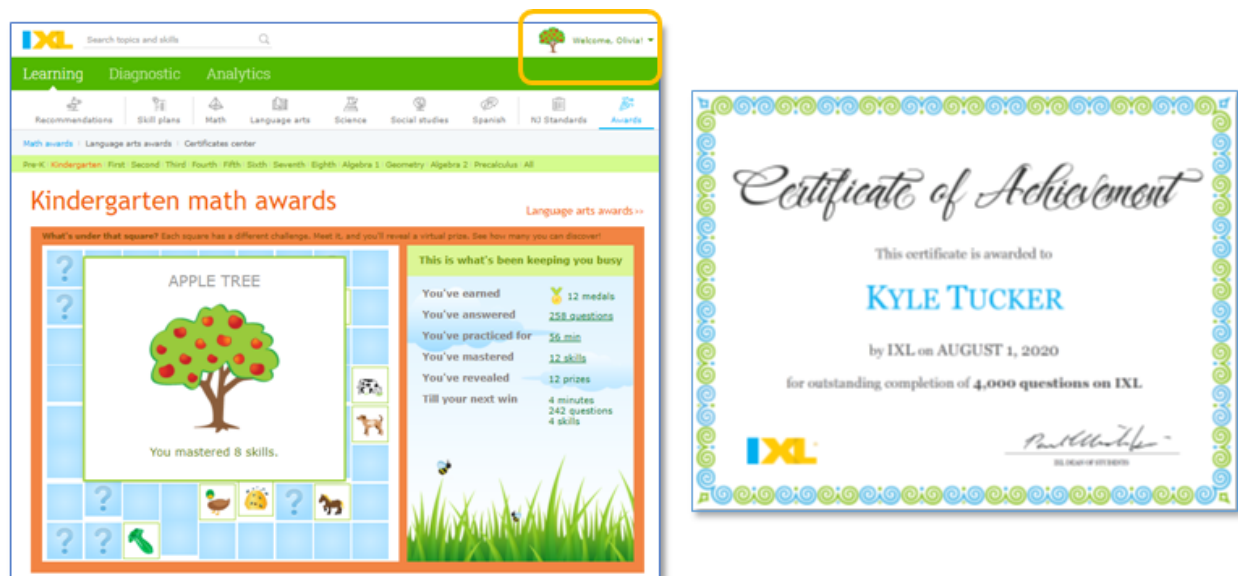
Figure 40 – Students earn virtual awards and certificates for their achievements

IXL Leaderboard is a new feature that enables teachers to set up friendly competitions as a fun way to keep students motivated and excited about learning on IXL. Teachers can personalize competitions to compete on total questions answered, skills mastered, time spent on IXL, and more. They can also set the competition duration and which grades and subject count towards the leaderboard score. The leaderboard will display the position of each participant in the competition and their specific score, as well as time left in the competition, as shown in **Figure 41**.

Figure 41 – IXL Leaderboards create friendly and motivational competitions for students

2.2.1.5. Materials shall align to the Virginia Standards of Learning (Virginia SOLs) and for Pre K Virginia's Foundation Blocks for Early Learning

IXL Math provides comprehensive coverage of the VA-SOL and Pre-K Foundation Blocks for Early Learning, providing comprehensive coverage of math concepts and applications to support intervention and daily instruction. IXL's Virginia math alignments[42] are an essential tool for teachers, unpackin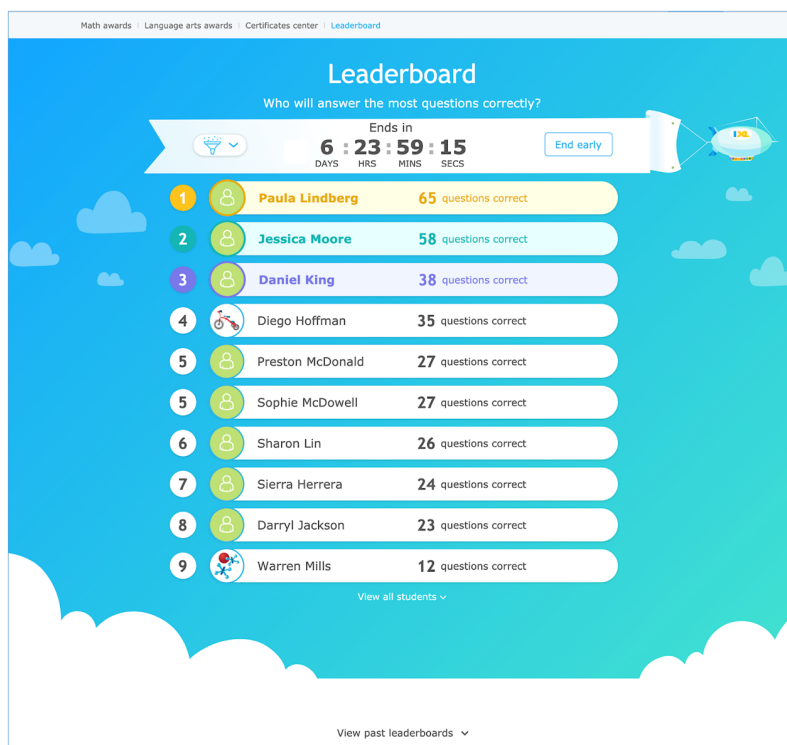g each standard into highly targeted skills. For example, **Figure 42** shows that Foundation Blocks for Early Learning standard PK.1.a, which requires young students to count forward to 20 or more and backward from 5, is unpacked into four distinct IXL skills. By breaking standards down into their smallest parts, IXL not only helps teachers understand student knowledge of a standard as a whole, it also helps teachers find precise skills to target for remediation.
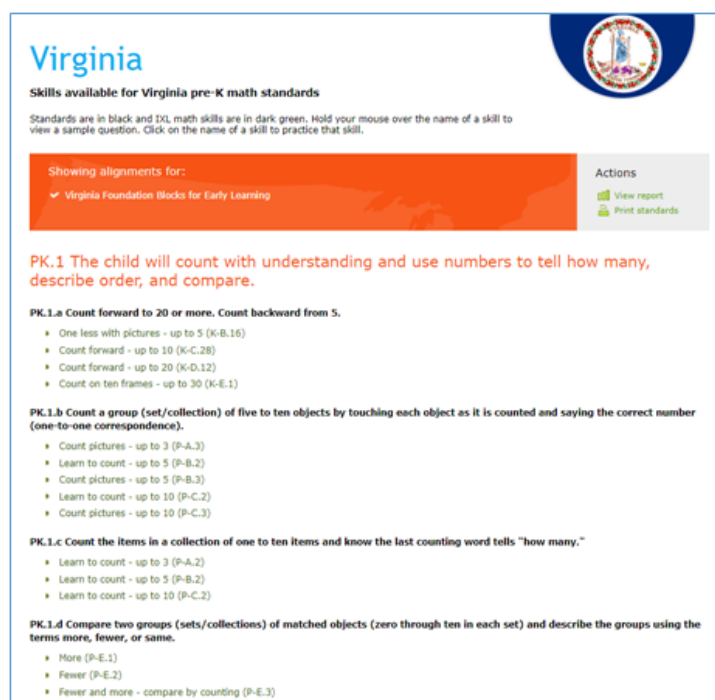
Figure 42 - IXL Math provides comprehensive alignment to the Virginia Foundation Blocks for Early Learning

IXL takes the guesswork out of lesson planning with **interactive skill plans specifically designed to align to the VA-SOL.** Skill plans enable teachers to:

- Easily identify IXL skills that support each VA-SOL
- Assign skills directly from the skill plan for the whole class, groups of students or a single student
- Analyze students' progress on each assigned skill to inform instruction and remediation

Figure 43 shows a snapshot of the skill plan for the VA-SOL's fourth grade math standards,[43] where NS.4.1.a is unpacked into 10 distinct IXL skills. These are further categorized by Understand Place Value, Read Numbers, and Write Numbers.

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[42] IXL Math skills alignment to VA math standards: www.ixl.com/standards/virginia/math
[43] IXL VA-SOL 4th Grade Skill Plan: www.ixl.com/math/skill-plans/virginia-standards-of-learning-grade-4

Figure 43 - IXL's VA-SOL skill plans help teachers find targeted skills to support each standard

Teachers may assign skills directly from the skill plan by hovering over the gray star next to each skill and clicking the desired assignment on the pop-up menu.

- **To assign a skill to all students:** Click the star next to "All students" in the menu. The star will then show as solid yellow.
- **To assign a skill to a specific class or groups of students:** Click on the star next to a class or groups of students. The star will then show as shaded yellow.
- **To assign a skill to a specific student:** Click on the name of a class to see a list of students in that class. From there, click on the star next to a student's name to suggest the skill to them. The star will then also show as shaded yellow.

From there, teachers can easily see which skills they have assigned and to which classes and students. In turn, students can refer to their Recommendations wall to see a list of skills assigned to them, as shown in **Figure 44**.
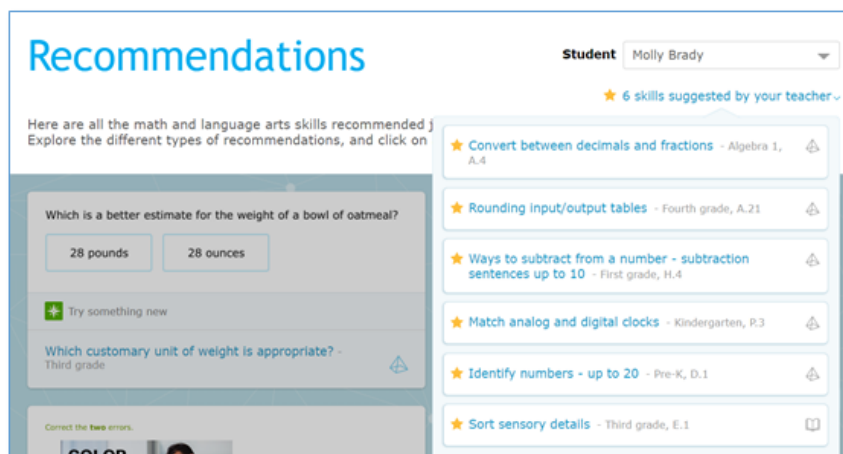
Figure 44 - Each student can see skills assigned to them on their Recommendations wall

Teachers may then click on the bar graph next to a skill to review the Skill Analysis report, **Figure 45,** which provides a detailed view of student performance on the skill. It shows the progress students are making toward mastery and the concepts within each skill where they are struggling. Teachers are able to drill down further to see the questions students have answered, how much time they spent, and their current mastery status.
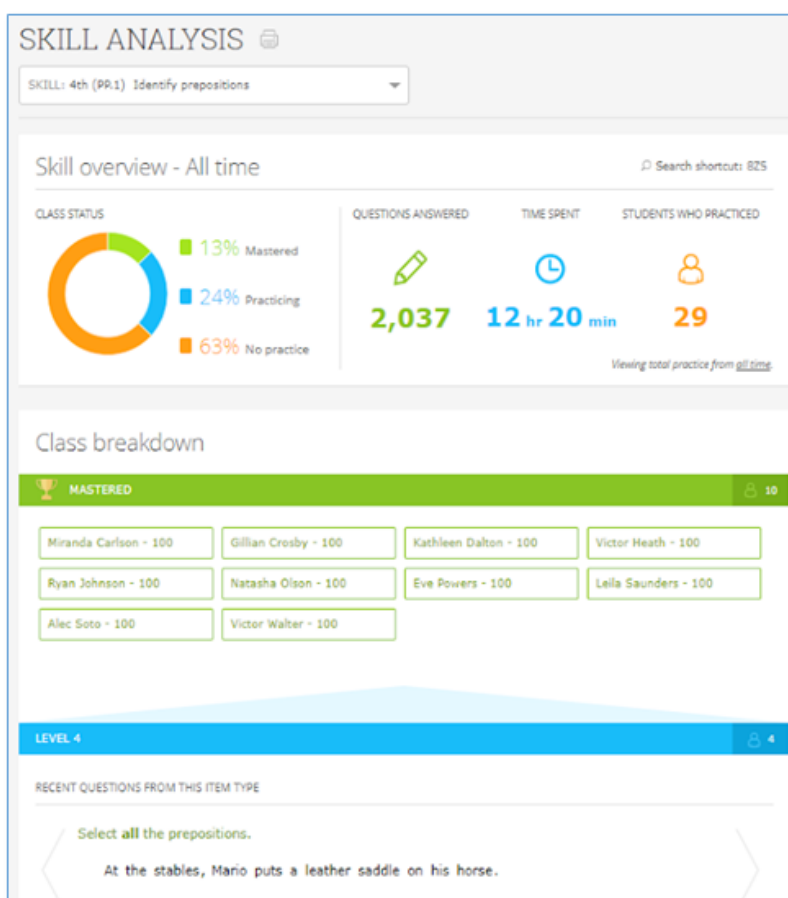
Figure 45 - The Skill Analysis report lets teachers know how students are performing on each IXL skill

2.2.1.6. Materials used need not be grade level specific in order to provide intervention that meets the instructional level of each student.

IXL is focused on helping every student reach their potential. IXL treats every student the same and personalizes learning to help them succeed. IXL meets each student where they are with just-right skills in their zone of proximal development. Regardless of a student's grade level, IXL provides open access to the full IXL math curriculum, adaptive skills that meet them where they are, and data-driven insights that empower every student to learn at their own pace.

2.2.1.7. Materials shall provide opportunities for differentiation to include intensive, explicit, and systematic instruction.

As described, IXL is a comprehensive personalized learning platform. From IXL's adaptive curriculum that adjusts the level of rigor of IXL skills to meet each student where they are, to the personalized Diagnostic Action Plan generated for each student, IXL makes it easy for teachers to deliver data-driven differentiated instruction. IXL understands there is no replacement for teachers and believes educational technology works best as a partner that empowers teachers to be more effective.

IXL provides a number of resources that support teachers with instruction, such as 'Learn with an Example' solutions that can be used to model instruction, lesson plans for key math concepts, and coming in Fall 2021 - video lessons to complement each IXL math skill in grades 6-8.

'Learn with an Example' solutions provide direct instruction as students try new skills. With each new skill, 'Learn with an Example' lessons help students understand the key idea to remember and then walk them through the strategies to correctly answer each question. **Figure 46** shows an example solution.
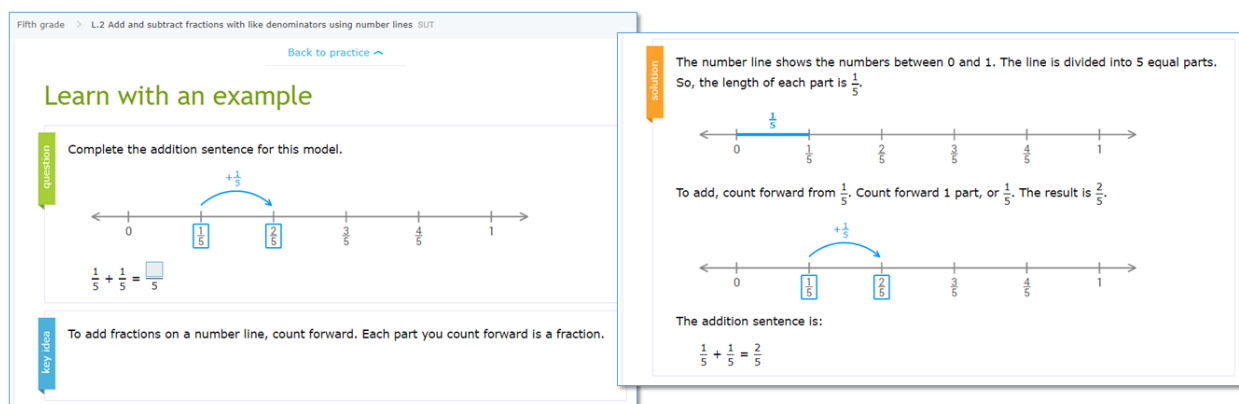
Figure 46 - Students receive direction with 'Learn with an Example' solutions

Lessons for Key Math Topics. Found at the bottom of the math curriculum webpages in grades 3-6, teachers have access to lessons on key math topics, such as Number Sense, Addition and Subtraction, Multiplication and Division, Properties and Operations, Fractions, Decimals, Geometry, and Data and Measurement. With over 50 lessons per grade, teachers can share these with students and have meaningful discussions to help them prepare for grade level topics. **Figure 47** shows an example of a third grade place value lesson.

Figure 47 - Teachers can leverage detailed lesson on key math topics to deliver instruction

Coming in Fall 2021 - IXL Introduces Video Lessons. IXL is adding video resources to complement each of IXL's adaptive math skills in grades 6-8. **The 700+ bite-sized video lessons cover strategies for tackling IXL skills**.

Each middle school math skill on IXL will have an accompanying video lesson that supports the specific concept covered in the skill; see **Figure 48** for an example. This 1-1 matching puts targeted instructional resources at the fingertips of teachers and students at any time.

Figure 48 - Each grade 6-8 IXL math skill will have a corresponding video lesson

Created in partnership with expert instructors from Wyzant, the largest tutoring marketplace in the U.S., **these videos will be automatically available to HCPS at no additional cost.** Visit **youtu.be/pfrOSHcxsVQ** for a preview of IXL's upcoming video lessons.

2.2.1.8. The proposed solution shall allow teachers to monitor student progress in the resource. This will allow teachers to group students and/or assign additional topics as needed for remediation.

On IXL, teachers always have up-to-date data on student achievement. To support student groupings and remediation, recall that the Diagnostic Strand Analysis (**Figure 2**) and Trouble Spots (**Figure 27**) help teachers strategically group students based on their working level. In addition to the suggested groups, the reports inform teachers on the exact skills students are having trouble with, and the exact IXL skills that can fill in the knowledge gaps. Recall that the Diagnostic also creates a student-level personalized Diagnostic Action Plan with specific skill recommendations for each student. The Trouble Spots report can also drill down to an individual student, creating a Student Trouble Spots report to personalized remediation; see **Figure 49**.
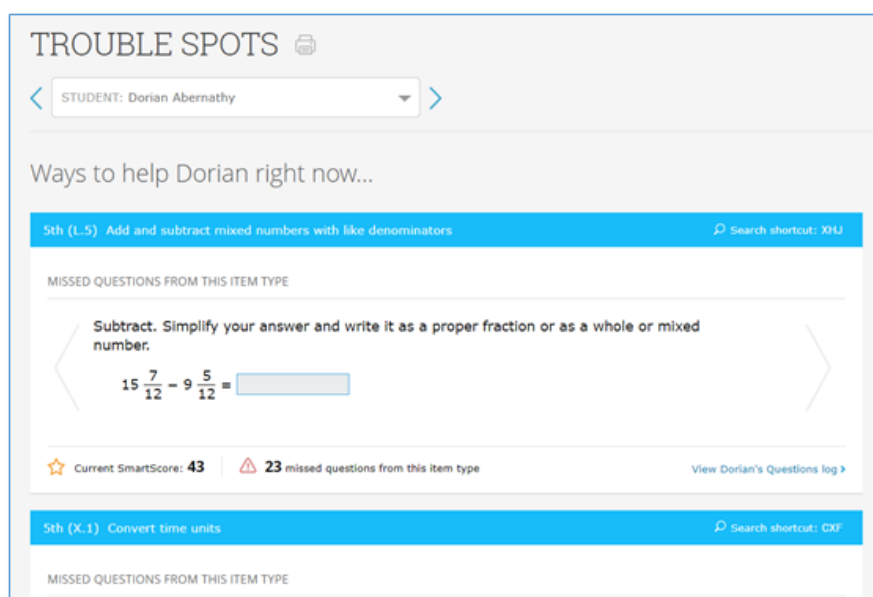
Figure 49 - The student-level Trouble Spots helps pinpoint topics for remediation for an individual student

2.3 Technical Specifications

IXL meets RFP technical specifications, as described in the following sections.

2.3.1 User Interface

2.3.1.1. Browser Support

IXL is compatible with the current version of the most popular web browsers, including Edge, Safari, Chrome, and Firefox. No special browser plugins are required. It is an essential part of IXL's business to keep the platform up to date and working on widely-adopted client platforms. IXL routinely tests and adapts to support current versions of web browsers.

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

IXL believes that the IXL Service may be used by the District in a manner compliant with Title II of the ADA and Section 504 of the Rehabilitation Act. For example, assistive aids such as ChromeVox may be used with the IXL Service by those with visual impairments.

IXL substantially complies with Section 508 and Web Content Accessibility Guidelines Level AA. Exceptions to the WCAG Level AA standard are: certain text equivalents, certain pages may require style sheets, certain questions may include tooltips and drag-and-drop elements, and skipping of navigation links. IXL is actively working to meet all applicable WCAG guidelines. IXL is dedicated to providing a learning experience that is enjoyable and accessible to all learners, and continuously designs and tests new features and improvements with this goal in mind.

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

IXL is a fully web-based platform and is accessible from anywhere with an Internet connection via the user's web browser.

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

IXL's user friendly interface is simple and easy for teachers to explore and use right away. IXL is intuitively organized on three menu tabs:

- **Learning.** In this tab, teachers can readily review the IXL curriculum (categorized by grade level and topic), VA-SOL alignments, custom-built skill plans, and students' skill recommendations.
- **Analytics.** Teachers' analytics are all in one place, including Achievement Summary, Real-Time Diagnostic and action plans, Trouble Spots, Score Grid, Progress and Growth, and Live Classroom. With actionable insights, teachers can easily know where students are, where they need help, and how to help them with the right IXL skills.
- **Resources.** A collection of useful teacher resources include implementation guides, videos, printable items such as student certificates, and a teacher toolkit of useful resources

For students, IXL is fully adaptive and personalized, guiding them through the IXL curriculum at the right level of difficulty. As students log in to IXL, they are directed to their personalized Recommendations wall, where they can choose from a list of suggested skills based on their performance on IXL and skills assigned by their teacher. Recommendations may include foundational skills to close knowledge gaps, next-up skills that build on their existing knowledge, and teacher-assigned skills. With IXL's personalized guidance, they know immediately what they should work on next to improve. As always, students have the freedom to explore the full IXL curriculum and choose what they want to work on next.

2.3.1.5. The proposed solution shall support mobile technology

IXL is compatible with Windows, Mac OS, and Chrome OS devices, including Chromebooks. IXL's award-winning apps on iPad, iPhone, Android, and Kindle can be downloaded from the Apple App Store, Google Play, and Amazon Appstore. **Table 1** lists IXL's supported mobile device models.

Table 1 - IXL is available on all major mobile platform devices

Device	Models
iPad & iPhone	All models, iOS 11.0 or higher
Android tablets and phones	Android 5.0 or higher
Kindle Fire	7-inch screen or larger, Fire OS 5 or higher

2.3.2 Integration

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

Administrator accounts provide designated HCPS personnel with access to the full IXL curriculum, global roster and account management tools, individual teacher Analytics, as well as School and District Analytics. Account management tools enable administrators to set the first day of school, the hours of the school day, student subject access, Diagnostic Snapshots, etc. Administrators may define user levels from their account management dashboard. IXL assigns user roles based on roster information provided by the school or district.

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

IXL supports single sign-on through Clever, Google, ClassLink, and the SAML standard. IXL's SSO integration ensures that all teachers and students have quick, one-click access to IXL from a customized sign-in page.

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

IXL will support HCPS with Schoology integration via LTI. Using IMS Global's LTI v1.1 standard, HCPS Schoology users will be automatically signed in to IXL.

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

IXL provides role-based authentication and access for Teacher, Student, and Administrator roles.

- **The Student** role has access to the full IXL curriculum, and their personalized recommendations and student analytics to track usage and progress.
- **The Teacher** role has the full curriculum, teacher-level analytics for their classes and students, as well as teacher resources such as implementation guides
- **The Administrator** role has school and district analytics, as well as teacher analytics. Administrators have global roster and account management tools including setting the first day of school, the hours of the school day, student subject access, and Diagnostic Snapshots.

2.3.2.5. Any requirements for student, staff, course, roster or school information must be supported through a common specification.

IXL not only strives to integrate seamlessly into any teacher's instruction and curriculum, but also works to be an easy fit for any school's technology ecosystem. IXL plans to support HCPS with Schoology integration via LTI, enabling Schoology users to be automatically signed in to IXL and teachers to assign IXL skills from Schoology. IXL will work with HCPS to provide integration services to support the district.

IXL offers a wide range of integration capabilities for autorostering, single sign-on, and LMS integration.

Autorostering. IXL offers autorostering by integrating with the district's student information system through nightly, automatic roster syncs via SFTP. In addition to integrating with ClassLink and GG4L, IXL is also a preferred partner of Clever, offering Clever auto-rostering and SSO.

Single Sign-on. IXL supports single sign-on through Google, Clever, ClassLink, and the SAML standard. IXL's SSO integration ensures that all teachers and students have quick, one-click access to IXL from a customized sign-in page.

LMS Integration. IXL integrates with Canvas, Schoology, and Google Classroom, granting a direct, single point of entry from schools' LMS to IXL's personalized learning platform.
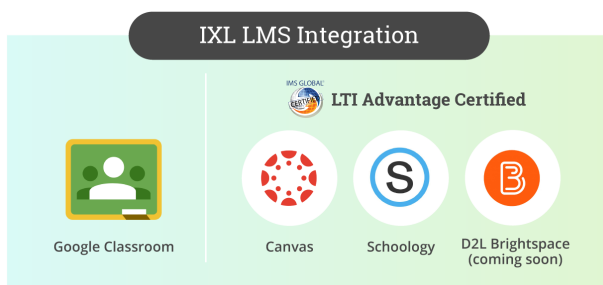
2.3.2.6. No additional fees may be charged to HCPS for data integration.

IXL offers single sign-on, autorostering, and LMS integration services at no additional cost.

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

IXL is LTI Advantage certified for LTI v1.3 Deeplinking 2.0. IXL also supports the OneRoster standard for SFTP rostering.

IXL's Schoology integration gives educators and students seamless access to the IXL platform with just the click of a button. Using IMS Global's LTI v1.1 standard, Schoology users are automatically signed in to IXL without having to enter or remember any additional usernames or passwords. IXL puts educators in control with the ability to add IXL as an always accessible app in the "Course Offerings" section or as a targeted resource via "Course Materials" that can be included in specific lessons or assignments. For administrator users, IXL's integration allows for logging into IXL as an administrator or a teacher to aid these users in training and supporting their staff. While Schoology only supports LTI v1.1 today, IXL is already LTI v1.3 certified and stands ready to add additional functionality via this standard as soon as Schoology supports it.

2.3.3 Infrastructure and System Administration

IXL meets HCPS RFP requirements for infrastructure and system administration.

2.3.3.1. HCPS's preference is a SaaS system and hosting the solution on a 3rd party, such as AWS or Azure, is acceptable.

IXL is a SaaS and is hosted by IXL with some components hosted on AWS.

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

IXL encrypts all at-rest data in its production environment using AES-256 bit encryption. All connections to IXL's production environment utilize Transport Layer Security (TLS) or Secure Shell (SSH) to ensure that data is protected in transit as well.

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

IXL's Privacy Policy is designed to meet IXL's obligations with FERPA, COPPA, and applicable state laws. Please refer to IXL's Privacy Policy www.ixl.com/privacypolicy.

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

The IXL platform is completely free of advertisements and marketing. With site license subscription, HCPS users receive access to the entire IXL curriculum and all platform capabilities, including content updates and feature enhancements.

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

IXL substantially complies with Section 508 and Web Content Accessibility Guidelines Level AA. Exceptions to the WCAG Level AA standard are: certain text equivalents, certain pages may require style sheets, certain questions may include tooltips and drag-and-drop elements, and skipping of navigation links. IXL is actively working to meet all applicable WCAG guidelines. IXL is dedicated to providing a learning experience that is enjoyable and accessible to all learners, and continuously designs and tests new features and improvements with this goal in mind.

Please refer to the attached IXL VPAT for details.

Pages 60-70 Redacted.

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

IXL is able to handle 60,000 concurrent users. With over 12 million users worldwide, IXL is very experienced supporting a high amount of traffic; aggressively monitoring for any performance issues and tuning configurations as needed. IXL is designed for high availability and efficiency, processing over 3,000 questions per second. On average, IXL has 1 million unique users per day. IXL continually adapts systems to meet growing demand. Please refer to **Section 6.1** for supporting data.

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

IXL will support HCPS with Schoology integration via LTI, therefore LDAP is not applicable. Using IMS Global's LTI v1.1 standard, HCPS Schoology users will be automatically signed in to IXL.

2.3.3.8. HCPS shall have the ability to submit requests for alteration of the digital content via email or web-based forms embedded in the digital content.

IXL values client feedback and IXL's Curriculum team is committed to reviewing any feedback received within two business days. The team will promptly address and make any appropriate changes. Any concerns regarding curriculum content may be shared with IXL at help@ixl.com or online at www.ixl.com/feedback.

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

IXL is fully web-based and does not require installation on HCPS network or devices. IXL's Account Services team will assist with account setup and IXL's customer support team is available by email and phone from 8AM to 7PM ET, Monday to Friday.

2.3.4 Computer, Software and Network Specifications

As a fully web-based solution, IXL does not require any hardware or software installation. IXL is compatible with HCPS machines, including Windows laptops, Chromebooks, and iOS devices. IXL supports the most popular operating systems, web browsers, and mobile devices for easy accessibility.[44]

Computer Requirements
- Windows, Mac OS, or Chrome OS (including Chromebooks)
- An up-to-date version of Chrome, Firefox, Safari, or Edge
- Minimum of 256 MB of installed RAM

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[44] IXL Technical Requirements:
www.ixl.com/help-center/article/1850087/what_are_the_technical_requirements_for_ixl

- An Internet connection speed of at least 128Kbps
- Resolution of 1024X768 with 32-bit color depth
- Sound card and speakers to use audio support on IXL
- PDF viewer to view printable teacher resources, such as certificates and progress charts

Mobile Device Support

The IXL learning experience is optimized for mobile devices. IXL's award-winning apps on iPad, iPhone, Android, and Kindle can be downloaded from the Apple App Store, Google Play, and Amazon Appstore. Please refer to **Table 1** for IXL's supported mobile device models.

2.3.5 Networking Environment

IXL is a fully web-based platform that does not require any hardware or software installation for HCPS. IXL is accessible from anywhere with an Internet connection, with a recommended bandwidth of 128Kbps.

2.3.6 Training and Support

IXL meets HCPS' RFP requirements for training and support.

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

IXL offers technical support via phone (855-255-6676) from 8AM to 7PM ET, Monday to Friday. Users may also contact IXL via email (help@ixl.com). Other than closure for major holidays, IXL's attentive staff will respond to inquiries within one business day.

Users also have on-demand access to IXL's online help center (www.ixl.com/helpcenter) which provides helpful information including user guides and answers to frequently asked questions related to IXL features, accounts, rostering, and licenses.

2.3.6.2. The Successful Offeror(s) shall provide any required training for implementation of the proposed solution to include options for continued training including on-site, webinar and printed materials

IXL offers virtual, on-demand, and on-site options for flexible year-long professional development (PD).

IXL professional development sessions are delivered by IXL's Professional Learning Group (PLG), composed of former educators with decades of combined experience in elementary and secondary education and a diverse range of specialties. They also have experience as instructional coaches, curriculum designers, and school and district administrators. With this breadth and depth of experience, the PLG designs and delivers practical, authentic professional learning opportunities that are rooted in the realities of today's classrooms. In particular, they are passionate about supporting struggling students, and work regularly with IXL teachers to help them accelerate progress for the learners who need it most. IXL has carefully crafted training plans for HCPS to support either district-wide or school-level implementation. Please refer to **Tab 5** for details.

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

IXL Learning was founded in 1998 with one mission—to spread the joy of learning by engaging every student's natural curiosity, creativity, and drive. IXL strives to make the education experience better by applying technology in thoughtful and innovative ways. IXL's approach is grounded in the belief that educational technology works best when it empowers teachers to be more effective and inspires students to take an active role in their learning. IXL offers HCPS:

1. An established and reputable partner, with over 20 years of educational technology innovation, supporting districts nationwide and in Virginia, including HCPS
2. An expert HCPS partnership team dedicated to the district's successful implementation of IXL
3. A reliable partner with strong financial capacity and stability

3.1 Over Twenty Years of EdTech Excellence

Established History of Innovation. As shown in **Figure 50**, IXL Learning introduced Quia Web in 1998, the first online collaboration community and resource creation tool for teachers. In 2007, the company launched IXL, featuring a comprehensive standards-aligned curriculum, the first and only Real-Time Diagnostic, and analytics that put authentic, data-driven intervention within reach for every teacher.
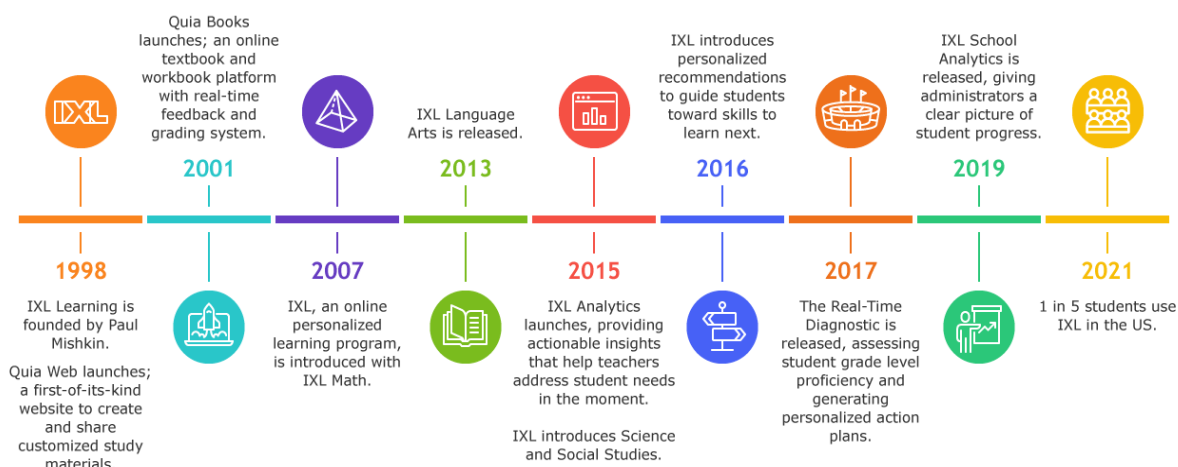
Figure 50 - IXL has a 20-year track record of educational technology innovation

The company is in strong financial standing and invests heavily in product development to ensure the most effective learning platform to help every student reach their potential. IXL Learning's family of products now includes ABCya, Education.com, Vocabulary.com, Wyzant, and Rosetta Stone.

Today, IXL is used by 12 million students and 750,000 teachers in over 190 countries. Implemented in all 50 states and the top 100 school districts, **one in five students in the U.S. is learning on IXL.**

20+ years
of edtech excellence

Over 85 billion
questions answered and counting

Used by
12 million
students

Trusted by over
750,000
teachers

Implemented in
all of the top 100
U.S. school districts

In Virginia, IXL has over 10 years of established partnerships with schools and districts. Over 532,000 students, or **one in three Virginia students**, across the state are using IXL, including in HCPS. Currently, **over 2,200 HCPS students are learning on IXL across grade levels** at Highland Park Elementary School, George H Moody Middle School, Holman Middle School, and Douglas Freeman High School.

Current IXL district partnerships with Virginia districts include:

- Virginia Beach Public Schools
- Norfolk Public Schools
- Suffolk Public Schools
- Newport News Public Schools
- Roanoke County Public Schools
- Roanoke City Public Schools
- Rockingham County Public Schools
- Augusta County Public Schools
- Montgomery County Public Schools
- Manassas Park City Schools
- Bedford County Public Schools
- Lynchburg City Public Schools

- Spotsylvania County Public Schools
- Prince George Public Schools
- Henry County Public Schools
- Danville Public Schools
- Gloucester Public Schools
- Williamsburg James City County Public Schools
- Washington County Public Schools
- Salem City Public Schools
- Wythe County Public Schools

In the past year, Virginia students have collectively mastered 6,830,917 skills and become proficient in 11,689,766 IXL skills. Learn more about the positive impact of IXL for Virginia schools at www.ixl.com/us/virginia.

Exceptional Organizational Qualifications. IXL employs over 500 employees across offices in California, North Carolina, Rhode Island, Arizona, New York, and Toronto. IXL's curriculum and product development teams are composed of educators, PhDs, and technologists with expertise in mathematics, linguistics, speech, science, and related disciplines. IXL's Professional Learning Group consists of former educators who combine diverse education experience with IXL implementation expertise to deliver relevant professional development training for teachers and administrators. IXL staff—from engineers to user interface designers—are dedicated to creating a high-quality personalized learning platform to meet the needs of every student.

Six offices in the U.S. and Canada	500+ employees across 31 states	120 former educators	190 technical staff	>80% of curriculum team hold advanced degrees

3.2 Dedicated HCPS Partnership Team

IXL is committed to the success of HCPS and will be a collaborative partner to help district and school leaders and teachers achieve instructional objectives and efficiently deliver tiered math intervention and instruction. IXL has the resources and capacity to support HCPS without the need for contractors.

IXL has assembled an expert HCPS Partnership Team

IXL's HCPS partnership team will collaborate with HCPS leaders to ensure seamless onboarding and ongoing successful implementation

To ensure district success, IXL has assembled a dedicated HCPS district partnership team to provide a smooth onboarding experience, effective professional development training, and ongoing support for successful implementation. IXL's HCPS district partnership team includes:

Steve Wray, Regional Sales Manager, brings education experience and perspective as a former principal to support HCPS. With direct communication with and full support of IXL's executive leadership, Steve will ensure timely resolution of any escalation issues that may arise. Steve holds a Master of Education (M.Ed.) in Educational Leadership.

Laura Johnson, Educational Sales Consultant, has a M.S. in Elementary Education and will incorporate her elementary teaching experience to demonstrate how IXL can meet HCPS' instructional needs. Laura is in-state and available to provide product walk-throughs, review licenses and pricing, and support the onboarding process.

Chrissy Earnhardt, Strategic Account Manager, will support all account matters to ensure successful implementation, including account setup, rostering, and subscriptions management. Chrissy will collaborate with HCPS schools for a seamless onboarding experience and continued effectiveness throughout implementation. Chrissy is a former elementary grade educator with a Masters of Education (M.Ed.) in Reading Education.

Meghan Thompson, District Partnership Specialist, brings a wealth of education experience from her past roles as a high school special education teacher, middle school math and ELA teacher, instructional coach, and middle school principal. She will work with district leadership to plan the scope for all professional development (PD) sessions to fully train HCPS staff for successful IXL implementation. Meghan will regularly monitor district usage and data to provide insights and recommendations for additional professional development and continued implementation success.

3.2.1 Team Resumes

Please find IXL's HCPS partnership team's resumes below.

Steve Wray, M.Ed.
Regional Manager

Professional Experience
IXL Learning (2019-Present)
Educational Consultant and Regional Manager
- Responsible for new business acquisition in North Carolina while managing a team of consultants in the Southeast United States
- Analyze sales pipeline and trends with senior management in order to forecast quarterly sales goals.
- Consistently develop relationships with internal teams and external new business partners.
- Hire, supervise and evaluate team members
- Met and exceeded all quotas throughout tenure

Monroe Middle School (2015-2017)
Principal
- Serve as the instructional leader of the building. Provide daily leadership and supervision for 940 students and 90 staff members. Develop and organize activities to address students' and teachers' needs. Manage school budget to ensure goals are met. Consistently align strategies for academic stability and student learning progress.
- Develop and implement school vision.
- Hire, supervise, and evaluate all staff members.
- Provide leadership for the planning and implementation of the Common Core State Standards.
- Encourage a school culture that ensures the continuous improvement of teachers and students.
- Communicate effectively with all stakeholder groups to build positive relationships in the school community.
- Successful in turning around under-performing school operations through strategic planning, curriculum and program development, effective faculty interaction, and communication.

Weddington Middle School (2008-2015)
Principal
- Responsible for setting the vision for achieving and sustaining high levels of student achievement. Supervised all aspects of the instructional program, school environment, and operational and fiscal health for a middle school with 1,100 students and 85 faculty members.
- Recognized as a National Blue Ribbon School
- Developed and implemented school vision.
- Managed school resources (fiscal, operational, facilities, equipment) to support student achievement goals and in compliance with district policies.
- Promoted a positive tenor for collaborative school and community relations by articulating the mission, seeking community support, and fostering relationships with all stakeholders.
- Organized Professional Learning Communities to strengthen collaboration and enhance the use of data driven instruction.
- Developed master schedule to guarantee maximum instructional time.

Weddington Middle School **(2008-2015)**
Assistant Principal
- Served as Special Needs Administrator
- Communicated effectively with all school stakeholders
- Provided effective professional development for all staff members
- Directed the Safe Schools Team

Education

Master of Education (M.Ed.) Educational Leadership
George Mason University (*Fairfax, VA*)

Bachelor of Science (B.S.) Physical Education
Longwood University (*Farmville, VA*)

Awards and Activities
- **UCPS Principal of the Year** (2012-2013)
- **National Blue Ribbon School Principal** (2013-2014)
- **President**
  Union County Principal and Assistant Principal Association
- **Leadership Team Principal**
  AP Academy Leadership Team
- **Mentor Principal**
  UCPS Growing Leaders from Within Program
- **Participant**
  Facilitative Leadership, Crucial Conversations, Crucial Confrontations, and Influencer Training
- **Treasurer**
  Fairfax County Elementary Physical Education Association
- **Field Experience Supervisor**
  GMU Physical Education Program
- **New Teacher Mentor**
  Great Beginnings Mentor Program

Laura Johnson
Educational Sales Consultant

Professional Experience

IXL Learning (2019-Present)

Educational Sales Consultant
- Territories: Louisiana (2019-2020 academic year) and Southern Virginia (present).
- Responsibilities: Understand customer's needs and values in order to provide personalized assistance throughout the product evaluation and implementation process. Effectively communicate key product features and benefits. Understand and stay up-to-date about regional, state, and national education issues and trends. Provide exceptional customer service to current and prospective customers. Gather customer feedback to improve and enhance product offerings.

St. George's Episcopal School (2013-2019)

New Orleans, LA

First Grade Lead Teacher and Department Chair for Lower School Language Arts
- Leadership: Grade Level Team Leader, Department Chair for ELA, Mentor Teacher for Tulane University student teachers, Lucy Calkins' Writing Workshop Units of Study Faculty Leader, and Girls on the Run Coach.
- Curriculum: Master teacher of Responsive Classroom, Pearson EnVision Math, Wilson Language Fundations, Project Read; Fountas and Pinnell's Benchmark Assessment System; Daily 5 Literacy framework; Lucy Calkins' Units of Study Writing Workshop.
- Differentiation: Taught both advanced curriculum and adjusted/modified curriculum classes to small groups of students with a range of various learning styles. Facilitated enrichment classes. Utilized curricula and online programs to meet the needs of each learner.
- Professional Development: Developed and led various professional development opportunities related to Lower School Language Arts, Certified ADHD Coach, Columbia University Teachers College Reading and Writing Project: Summer Writing Institute; Wilson Language Fundations Training; Project Read Training; Project Approach Workshop with Judy Helms; DIBELS Next Training; Plain Talk About Literacy Conference; International Dyslexia Association Conference; LACUE Technology Conference.

Education

M.S., Elementary Education May 2013
The University of Mary Washington

B.A., Historic Preservation 2012
The University of Mary Washington

Chrissy Earnhardt
Senior Strategic Account Manager

Professional Experience

IXL Learning (July 2019-Present)

Senior Strategic Account Manager
- Develop a relationship with strategic districts and collaborate with site leaders.
- Monitor usage and progress by analyzing program data, and providing action plans as needed.
- Provide mid-year and end-of-year data reviews while sharing new product enhancements.
- Cultivate a deep and ongoing relationship that supports needs and goals.

IXL Learning (July 2018-June 2019)

Account Manager
- Develop an understanding of customer needs to develop and maintain a long-term trusted relationship of accounts.
- Provide meaningful data proactively and when requested.
- Plan and execute strategic campaigns and manage multiple projects simultaneously.
- Collaborate with teams to effectively grow opportunities within the territory to maximize profit and consistently exceed sales goals.

IXL Learning (August 2016-June 2018)

Renewal Specialist
- Provide a positive customer experience and maintain accounts to guarantee consistent renewals.
- Collaborate with teams to promote expansion within the territory and consistently meet goals.

Bernice Young Elementary (July 2014-May 2016)

Educator, 5th Grade
- Plan, prepare and implement instructional materials which facilitate active learning.
- Instruct and monitor students in the use of learning materials and equipment including relevant technology to support differentiated learning opportunities.

Millbridge Elementary (September 2009-June 2014)

Educator, 4th Grade
- Develop schemes of work with appropriate feedback while establishing clear objectives for all learning activities.
- Observe, evaluate and analyze student work products.
- Establish clear and coherent objectives with specific outcomes.

Education

Masters of Education (M.Ed.) Reading Education August 2012-May 2014

East Carolina University (Greenville, NC)
- GPA: 3.9

Bachelor of Arts Elementary Education **August 2005-May 2009**
University of North Carolina at Charlotte (*Charlotte, NC*)
- GPA: 3.4

Skills
- Operating Systems (Windows and Mac)
- Microsoft Office Suite (Word, Excel, Outlook, Powerpoint)
- Apple iWork Suite (Pages, Numbers, Keynote, iPad)
- Google Applications (Docs, Sheets, Slides)
- Activinspire
- Salesforce
- Public Speaking & Presentations
- Demo Certified

Awards
- Golden Key International
- Honour Society
- Honor Society
- Dean's List
- North America Scholar
- Consortium

Qualifications
- Collaborative Learning Group Leader
- Certified in Elementary Education (K-5)
- Certified in Reading Education (PK-12) Administration and analysis of RTI assessments -Lead data team member
- Collaborative Curriculum Development
- Grade Level Chair (2011-2014)
- School Improvement Team Member
- 3rd Year Math and Science Participant

Meghan Thompson
District Partnership Specialist

Professional Experience

IXL Learning (2019-Present)

Remote Working Location

District Partnership Specialist

- Develop professional development materials that help schools and districts use IXL to support current instructional strategies and trends.
- Support district administrators, building principals and school leaders for our largest accounts (>7,500 student licenses) with IXL implementation.

IXL Learning (2019-Present)

Remote Working Location

Professional Learning Specialist

- Delivered high quality live and recorded professional development sessions to customers to drive engagement with and usage of IXL.
- Helped customers achieve educational objectives by creating learning experiences that aligned with school initiatives and goals.
- Partnered with Customer Success and Sales team members to effectively manage and grow customer relationships.

Democracy Prep Baton Rouge (2014-2018)

Baton Rouge, LA

Middle School Principal

- Responsible for all instructional, cultural, and operational outcomes of 230 students in grades 5-8.
- Created and facilitated professional development for a staff of 24 teachers twice a week.
- Managed a leadership team, instructional coach, grade level leaders and operational leaders.

Democracy Prep Baton Rouge (2014-2018)

Baton Rouge, LA

Founding 6th Grade Teacher & Grade Level Leader

- Implemented the Common Core standards, Eureka curriculum, and Democracy Prep curriculum for Grade 6 Math and English Language Arts.
- Led the sixth-grade team of adults and students, ensuring logistics ran smoothly, team goals were met, and decisions regarding student performance were data-driven.

Edcite (2013 - 2015)

Remote Working Location

Content Designer

- Designed 5th-8th grade English and Math content for Edcite's online platform and digitized interim assessments.

- Worked with onboarding a school to the Edcite platform and the creation of a school-wide implementation plan.

Teach For America, South Louisiana (2013 - 2015)

Baton Rouge, LA

Manager of Corps & Community Leadership
- Developed and executed a Diversity, Equity, and Inclusiveness professional development series for over 120 Teach For America teachers.
- Trained and coached staff members in leading adult professional development.

KIPP McDonogh 15 (2012 - 2013)

New Orleans, LA

7th Grade Teacher, Grade Level Chair & Instructional Coach
- Implemented and adapted the Louisiana State Standards for grade 7 English Language Arts.
- Designed and administered quarterly reading interim tests for the KIPP New Orleans region.
- Provided regular feedback and coaching for the 8th grade English teacher.

Henderson Collegiate (2010 - 2012)

Henderson, NC

4th Grade Teacher & Founder
- Led 106 students in significant achievement on the End-of-Grade reading assessment by achieving a passing rate of 71.9% (compared with the previous year's score of 49.4%) and an average growth of 8 points.

Olympic High School (2008 - 2010)

Charlotte, NC

9th-12th Special Education Teacher
- Led 59 students, including students with a variety of learning disabilities, to a passing rate of 92% on the English I NC End-of-Course test.
- Implemented the Occupational English curriculum, resulting in an average of 73% content mastery for students with mild to severe disabilities.
- Created Individualized Education Plans and facilitated IEP meetings with student, administrators, parents, and other teachers.

Leadership

Teach For America, Mississippi Delta Institute (2011 - 2014)

Cleveland, MS

Curriculum Coordinator
- Revised summer content to ensure common language existed throughout all sessions, with an explicit connection to Culture of Achievement.
- Coached 22 Curriculum Specialists in their internalization and execution of professional development content for the 2013 & 2014 teachers.
- Facilitated adult professional development sessions for over 150 beginning teachers in 2011 & 2012.

- On the end of institute survey, 96% (2011) and 98% (2012) of corps members agreed or strongly agreed with the statement, "My Curriculum Specialist has been helpful in my development as a teacher."

KIPP School Leadership Program (2012 - 2013)

New Orleans, LA

Teacher Leader

- Developed an action plan for effectively supporting, monitoring, and evaluating standards-based instruction.
- Gained strategies for effective team leadership: setting clear objectives, monitoring progress, delegating tasks, and holding adults accountable.

Education

Bachelor of Science (Psychology; Concentration: Applied Behavior Analysis) May 2008

James Madison University (*Harrisonburg, VA*)

- Major GPA: 3.935; Cumulative GPA: 3.566; Awards/Recognition: Honors Program Scholar, Honors Thesis, Cum Laude

IXL CONFIDENTIAL / PROPRIETARY INFORMATION

Henrico County Public Schools   RFP 21-2142-3EMF Digital Mathematics (PreK-12) Curriculum for Tier I, Tier II and Tier III

3.3 Financial Capacity

Page 85 redacted.

IXL CONFIDENTIAL / PROPRIETARY INFORMATION

Henrico County Public Schools   RFP 21-2142-3EMF Digital Mathematics (PreK-12) Curriculum for Tier I, Tier II and Tier III

Page 86 redacted.

Tab 4 - Service Approach and Implementation

IXL Math is a fully web-based personalized learning platform built to support all tiers of intervention. As an online platform, IXL is easy to implement and accessible from anywhere with an Internet connection. IXL does not require any hardware or software installation by HCPS, nor is technical expertise required.

IXL is a committed partner for HCPS and has assembled a highly experienced district partnership team for HCPS, as highlighted in **Section 3.2**. Leveraging experience and best practices for successful implementations, the IXL team will support schools to achieve fidelity usage. The team is composed of former educators and IXL experts, so they are able to relate to teachers' perspective and experiences, and can effectively support district staff throughout implementation.

In this section, IXL responds to RFP Tab 4 requirements, including demo accounts for both a teacher and a student role.

IXL CONFIDENTIAL / PROPRIETARY INFORMATION

Henrico County Public Schools   RFP 21-2142-3EMF Digital Mathematics (PreK-12) Curriculum for Tier I, Tier II and Tier III

4.1 A sandbox environment for the committee to use for evaluation

Page 88 redacted.

4.2 A projected schedule for performing key phases of the project

As a web-based platform, IXL is easy to implement and use. The primary phases of IXL implementation include:

- **Onboarding.** IXL onboarding is designed to be effortless with support from the IXL partnership team throughout the process. IXL facilitates the onboarding phase, including account setup, rostering, and a virtual launch planning call to discuss district goals and develop a tailored implementation plan.
- **Professional Development.** Effective professional development empowers teachers to maximize use of the features of the platform and enhances teacher and student engagement and utilization of best practices.
- **Data Check-ins.** As a dedicated partner, IXL is focused on HCPS' ongoing success. IXL will review district usage and analytics data with district / school leaders and identify follow-up training.

IXL has carefully crafted implementation plans for HCPS to support either district-wide or school-level implementation. Please refer to **Tab 5** for details.

4.3 Any agreements to which HCPS may be required to agree to as part of the contract should your firm be awarded the contract.

IXL utilizes the attached 3-year contract template if the district would consider a three-year agreement.

THREE YEAR CONTRACT

xxxxx

777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404
www.ixl.com

Date:
Quote #:
Rep:

PURCHASER INFORMATION

Name: School/Organization:

Address: City: State: Zip:

E-mail: Phone:

PRODUCT DESCRIPTION

Quantity	Description	Unit Price	Total
	IXL Site License: -First Installment (50%) <u>due now</u> -Second Installment (25%) due upon start of <u>second year</u> -Third Installment (25%) due upon start of <u>third year</u>		

SUBTOTAL	
SALES TAX	
SHIPPING & HANDLING	
TOTAL DUE	

Price Valid Until

ACCEPTANCE OF SALES CONTRACT

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

ACKNOWLEDGED AND AGREED TO:

AUTHORIZED SIGNATURE _____   DATE
_____

Please contact IXL Learning with any questions regarding this Sales Contract:
Toll-free 1.855.255.8800 | Direct 1.650.372.4300 | E-mail orders@ixl.com

Completed Sales Contract should be faxed to 1.650.372.4301 or e-mailed to orders@ixl.com.

TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ('YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price Valid Until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.

2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date.   If payment is not received by the Seller within 60 days, the invoice is considered past due.   IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

    The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

    All checks should be mailed to:
    IXL Learning
    777 Mariners Island Blvd., Suite 600
    San Mateo, CA 94404 (USA)

    Credit card payments may be made by phone at (650) 372-4300.

    Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.

4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page.   The terms and conditions of use for each of these individuals are governed by our website's Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend and hold us harmless for any claims arising out of or related to their use of IXL Learning's website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.

6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**
a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE" AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.
Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES

RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.

8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.

9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient or lacks jurisdiction over you.

    ALL CLAIMS MUST BE BROUGHT IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND IXL ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.

11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

4.4 Any terms and conditions the "end user" is required to accept

IXL's Terms of Service[45] and Service Privacy Policy[46] apply to the IXL Service provided by IXL. Such terms and policies in effect as of the date of the District's order shall apply to the extent not inconsistent with the terms set forth in this RFP (as modified by any exceptions submitted by IXL).

4.5 Discuss how parental consent is handled, if required

Per IXL's Terms of Service, when a school uses the IXL Service in the classroom or in an educational context, IXL relies on the school to provide appropriate consent and authorization for a student under 13 to use the Service and for IXL to collect personal information from such student, as permitted by COPPA.

Please refer to IXL Terms of Service and Privacy Policy for details.

4.6 A detailed timeline for implementation of the proposed solution
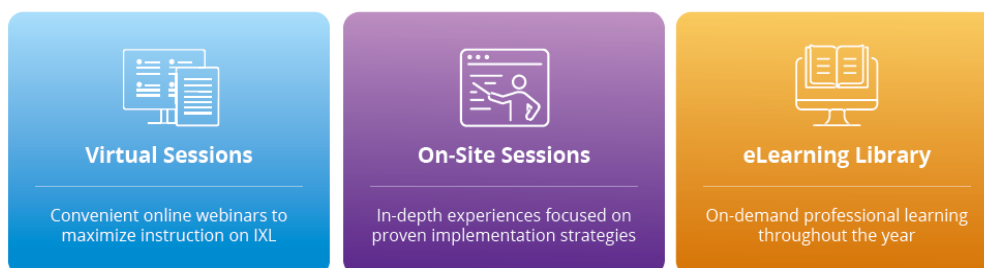
Please refer to **Tab 5** for IXL's proposed implementation plans that can be used to support either district-wide or school-level purchases.

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[45] IXL Terms of Service: www.ixl.com/termsofservice
[46] IXL Service Privacy Policy: www.ixl.com/privacypolicy/serviceprivacypolicy

Tab 5 - Training and Professional Development

IXL professional development (PD) is designed to help teachers maximize IXL's impact on student learning: **effectively implementing the platform, establishing best practices for usage with fidelity, and leveraging actionable insights to personalize intervention and instruction.** IXL can tailor training for HCPS, whether with district or school-level implementation. IXL offers virtual, on-demand, and on-site options for flexible year-long PD.

Virtual Sessions	On-Site Sessions	eLearning Library
Convenient online webinars to maximize instruction on IXL	In-depth experiences focused on proven implementation strategies	On-demand professional learning throughout the year

Personalized instruction from expert Professional Learning Group. IXL PD sessions are delivered by IXL's Professional Learning Group (PLG), composed of former educators with decades of combined experience in elementary and secondary education and a diverse range of specialties, including mathematics, intervention, special education, blended learning, competency-based education, data-driven instruction, and curriculum development. They also have experience as instructional coaches, curriculum designers, and school and district administrators. With this breadth and depth of experience, the **PLG designs and delivers practical, authentic professional learning experiences that are rooted in the realities of today's classrooms**. In particular, they are passionate about supporting struggling students, and work regularly with IXL teachers to help them accelerate progress for the learners who need it most.

IXL has carefully crafted implementation plans that can flexibly support HCPS with district-wide or school-level implementation. These provide exceptional value and are based on IXL experience and best practices. IXL will collaborate with HCPS upon award to customize plans as needed.

5.1 District-Wide Implementation

With district-wide implementation, IXL proposes the **District Success Package**, which provides everything needed for a successful district-wide implementation of IXL for HCPS. The package includes:

- Custom implementation plan
- Three on-site Train the Trainer professional development sessions and two virtual check-ins with the trainers
  - The on-site training can be converted to virtual PD should travel not be permitted by local/state orders.
- Strategy session for site leaders
- Online District Hub for IXL resources
- Scope and sequence alignment (can be exchanged for additional PD)

> **District Success Package Free with District-wide Implementation**
>
> *With HCPS implementation of 48K students, IXL will include the District Success Package at no cost; a value of $25,000*

- Quarterly data reviews
- eLearning Library of over 40 on-demand microlearning video modules

Table 2 shows a representative high-level schedule for the first year, with a proposed implementation timeline based on the plan described above. Follow-on years' professional development and implementation plan will be determined at the end-of-year consultation based on a review of the year's accomplishments and the next year's goals.

IXL will coordinate with HCPS upon award to develop a detailed schedule that meets the district's unique needs. IXL has the personnel and capacity to scale up and support additional training as needed.

With HCPS district-wide implementation for 48,500 students, IXL is pleased to offer the District Success Package at no cost; a value of $25,000. Alternatively, IXL would also be able to include the District Success Package with a three-year contract commitment of at least 21,000 student license subscriptions.

<div align="center">

Table 2 - IXL's District Success Package is designed for HCPS district-wide implementation

</div>

Timeframe	Activity
Month 1	**Onboarding** - IXL facilitates onboarding, including: • Rostering • Account setup • Virtual launch consultation meeting to discuss district goals and develop a tailored implementation plan. **Implementation Plan** - IXL sends the district a tailored implementation plan to review. **Online District Hub** - IXL provides the district with access to their custom online hub with "getting started on IXL" resources. **eLearning Library** - IXL provides the district with access to the eLearning Library with on-demand how-to videos. **Scope & Sequence alignment*** - District submits Scope & Sequence to IXL's curriculum team. ** This can be exchanged for additional PD.*
Month 2	**Train the Trainer PD*** - IXL facilitates on-site training designed to train up to 40 instructional leaders to provide effective professional development on IXL. • Instructional leaders receive all training materials **Train the Trainer PD*** - The information is the same as above; however, this second training is for an additional group of 40 leaders. These two groups can be divided by grade level, e.g., middle and high school. **Scope & Sequence alignment (if applicable)** - IXL provides access to their custom Scope & Sequence alignment.

IXL

	Online District Hub - IXL updates the district's online hub with the training resources. *The on-site training can be converted to virtual PD should travel not be permitted by local/state orders.*
Month 3	**Quarterly Data Review** - IXL facilitates a quarterly data review with district leaders. **Trainer Check-In** - IXL facilitates virtual check-in with trainers to answer any questions and support with ongoing teacher development. **Online District Hub** - IXL updates the district's online hub with New Release updates & resources responsive to the data review and check-in.
Month 4	**1:1 Implementation Meetings** - IXL offers brief virtual 20-minute implementation meetings on an as-needed basis. **Online District Hub** - IXL updates the district's online hub with New Release updates & resources responsive to the district's data.
Month 5	**Mid-Year Data Review** - IXL facilitates a mid-year data review with district leaders to review current accomplishments and set 2nd semester goals. **Online District Hub** - IXL updates the district's online hub with New Release updates & resources responsive to the district's data.
Month 6	**Train the Trainer PD*** - IXL facilitates on-site training designed to train up to 40 instructional leaders to provide effective professional development on IXL. The district can choose to have 40 new instructional leaders attend or have this be a second training for the instructional leaders trained in Month 2. ● Instructional leaders receive all training materials **Online District Hub** - IXL updates the district's online hub with New Release updates & resources responsive to the district's data. *The on-site training can be converted to virtual PD should travel not be permitted by local/state orders.*
Month 7	**Trainer Check-In** - IXL facilitates virtual check-in with trainers to answer any questions and support with ongoing teacher development. **Online District Hub** - IXL updates the district's online hub with New Release updates & resources responsive to the data review and check-in.
Month 8	**Quarterly Data Review** - IXL facilitates a quarterly data review with district leaders. **Online District Hub** - IXL updates the district's online hub with New Release

IXL

	updates & resources responsive to the district's data.
Month 9	**1:1 Implementation Meetings** - IXL offers brief virtual 20-minute implementation meetings on an as-needed basis. **Online District Hub** - IXL updates the district's online hub with New Release updates & resources responsive to the district's data.
Year End	**End-of-Year Data Review** - IXL facilitates an end-of-year data meeting with district leaders to review accomplishments and next year's goals.

5.2 School-Level Implementation

With school-level implementation, IXL recommends the **IXL Foundations Package,** which includes:

- **IXL Foundations I: Essential Tools for Daily Instruction -** a 90 minute virtual session for effective implementation of IXL. Best practices for using the Real-Time Diagnostic, IXL curriculum, and Recommendations to support daily instruction and personalize learning.
- **IXL Foundations II: Strategies for Data-Driven Classrooms -** a 90 minute virtual session for deep dive into IXL Analytics and adapting instruction using up-to-the-minute insights. Emphasis on practical strategies for using data to support students.
- **Analytics for School Leaders** - Introduction to IXL School Analytics how it can help boost teacher engagement, achieve research-backed results, and maintain a better view into students' overall learning gains throughout the year.

With a purchase of a 3 year subscription of 12,500 students, IXL is happy to offer HCPS ten IXL Foundations Packages and ten Analytics for School Leaders webinars at no additional cost; a savings of $12,900.

Please see a typical schedule in **Table 3.** IXL will coordinate with HCPS upon award to develop a detailed schedule that meets the district's unique needs. IXL has the personnel and capacity to scale up and support additional training as needed.

Table 3 - IXL will be a collaborative partner for HCPS schools throughout implementation

Timeframe	Activity
Month 1	**Onboarding** - IXL facilitates onboarding, including: - Rostering - Account setup - Virtual launch consultation meeting to discuss district goals and develop a tailored implementation plan.
Month 2	**Foundations I: Essential Tools for Daily Instruction** - IXL facilitates virtual training for each participating site.

Month 3	**Foundations II: Strategies for Data-Driven Classrooms** - IXL facilitates virtual training for each participating site.
Mid-Year	**Mid-Year Data Review** - IXL facilitates a mid-year data review with district leaders to review current accomplishments and set 2nd semester goals.
Year End	**End-of-Year Data Review** - IXL facilitates an end-of-year data meeting with district leaders to review accomplishments and next year's goals.

Tab 6 - Technical Requirements

IXL meets HCPS RFP technical requirements, as described in the following sections.

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

IXL is able to handle 60,000 concurrent users. With over 12 million users worldwide, IXL is very experienced supporting a high amount of traffic; aggressively monitoring for any performance issues and tuning configurations as needed. IXL is designed for high availability and efficiency, processing over 3,000 questions per second. On average, IXL has 1 million unique users per day. IXL continually adapts systems to meet growing demand.

IXL has included the following evidence for HCPS' review. IXL would be happy to further discuss with the district as needed.

IXL CONFIDENTIAL / PROPRIETARY INFORMATION

Henrico County Public Schools   RFP 21-2142-3EMF Digital Mathematics (PreK-12) Curriculum for Tier I, Tier II and Tier III

Page 101 redacted.

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

IXL can automatically add, update, and roster data from HCPS' student information system through API integrations with ClassLink, Clever, GG4L, or via SFTP using the OneRoster standard of IXL's own data standard.
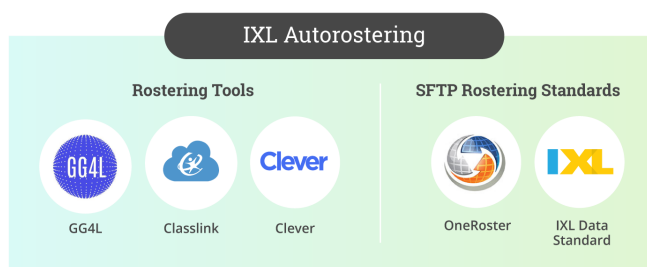
6.3 Describe the data exchange process in detail

Once the autoroster integration is provisioned, data is securely synced with IXL through an API or SFTP connection, per the options described above. The received data is processed nightly by automated jobs. IXL can also support ad hoc data transfers.

For more information, please see **Tab 13 Appendices** for IXL's DirectSync SFTP and OneRoster API connections.

6.4 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

Teacher and student accounts may only be associated with only school at a time.

6.5 Provide per user bandwidth requirements for the proposed solution

As a web-based platform, IXL recommends an Internet connection speed of at least 128Kbps.

6.6 Provide the average bandwidth per student required

128Kbps is also sufficient bandwidth per user.

6.7 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).

IXL is LTI Advantage certified for LTI v1.3 Deeplinking 2.0.[47]

IXL's Schoology integration gives educators and students seamless access to the IXL platform with just the click of a button. Using IMS Global's LTI v1.1 standard, Schoology users are automatically signed in to IXL without having to enter or remember any additional usernames or passwords. IXL puts educators in control with the ability to add IXL as an always accessible app in the "Course Offerings" section or as a targeted resource via "Course Materials" that can be included in specific lessons or assignments. For administrator users, IXL's integration allows for logging into IXL as an administrator or a teacher to aid

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[47] IXL LTI Certification: site.imsglobal.org/certifications/ixl-learning/ixl-learning

these users in training and supporting their staff. While Schoology only supports LTI v1.1 today, IXL is already LTI v1.3 certified and stands ready to add additional functionality via this standard as soon as Schoology supports it.

With IXL's Schology integration:

- IXL fits easily into HCPS' technology ecosystem, granting a direct, single point of entry from Schoology to IXL.
- Educators can assign coursework based on IXL skills, get on-demand, real-time assessment data, and access other important IXL features directly from Schoology, as shown in **Figure 51.**
- With single sign-on and roster matching capabilities, teachers and students can focus on learning, rather than logistics.

With IXL team support, the integration can be set up in minutes with no technical expertise required from the district.
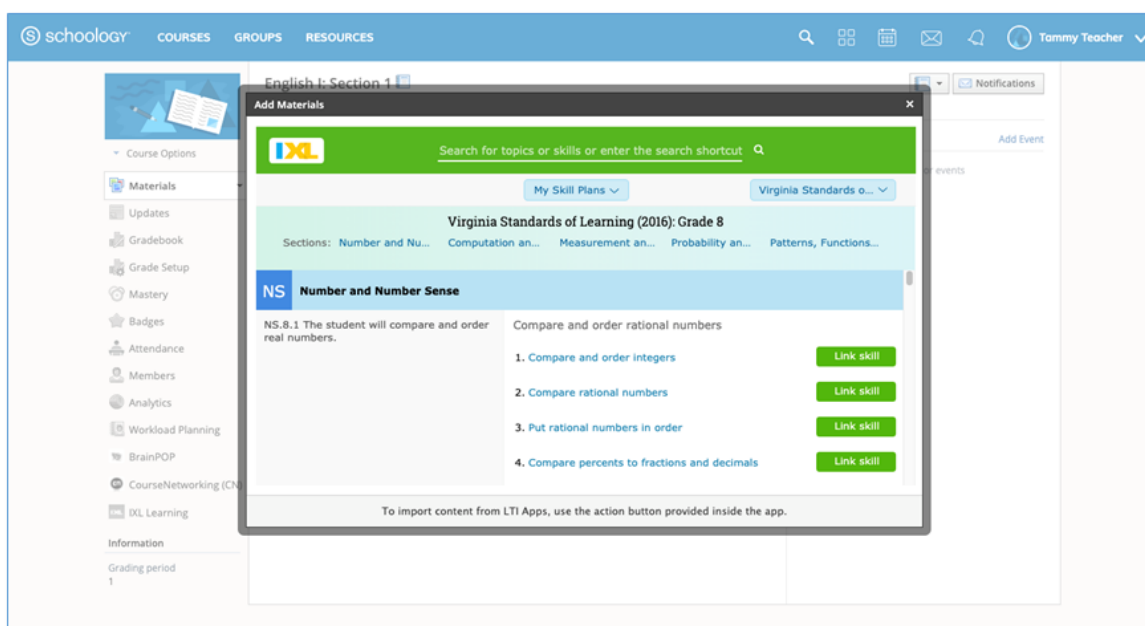

Figure 51 - With IXL's LTI v1.1 integration, teachers can assign SOL-aligned IXL skills directly from Schoology

Tab 7 - Infrastructure and System Administration

7.1 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.

IXL is hosted in a co-location facility owned by Cyxtera. IXL has used Cyxtera, or a previous owner of the same facilities, as the primary data center provider since 2000. Cyxtera operates a 24x7 operations center and is highly responsive to service calls.

7.2 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.

IXL aims for site services to be available 100% of the time, with consistent high quality of service. A few times per year, scheduled site downtime is necessary for major maintenance. IXL generally restricts this planned downtime to the North American nighttime on the weekends. Although unplanned issues and outages do occur, these are rare.

IXL uses the following strategies to help ensure high uptime:
- **Over-provisioning:** IXL provisions machines, memory, CPUs, etc. to ensure that there is spare processing capacity, even during periods of peak load.
- **Redundancy:** All critical production services run on redundant equipment, allowing them to tolerate the total loss of components such as hard drives, disk controllers, or entire machines. In most cases, systems are designed to continue, without interruption, in the event of such a failure. IXL also generally maintains spare equipment in either "hot standby" or "cold standby" mode so that full redundancy can be restored as quickly as possible after a failure.
- **Geographic distribution:** Critical data is replicated to multiple geographic locations in real time. This allows for recovery from regional disasters.
- **Performance monitoring:** IXL uses a combination of automated monitoring and real-time human monitoring of quality of service. IXL uses this monitoring to make real-time adjustments to the service, as needed, and also to inform provisioning plans.
- **Uninterruptible power supplies:** All production equipment uses battery-based uninterruptible power supplies. In addition, diesel/gasoline generators protect against loss of utility power.

IXL uses several layers to protect the production network against unauthorized access and denial-of-service attacks:
- **CDN layer:** Traffic from the general public is not allowed to contact IXL's origin servers directly. Rather, it flows first through an external CDN service. This service provides caching, to improve end-user performance, and also helps to filter out malicious traffic.
- **Firewalls:** All traffic from the CDN, or other possible endpoints, to the production network must pass through a layer of firewalls. IXL configures these firewalls to allow only specific traffic to and from specific places.
- **Layering of internal access:** Aside from end-user traffic flowing into the network via the CDN service, IXL grants administrative access to specific machines to specific named IXL employees.

All such access uses encrypted connections. Database machines are not directly accessible from outside the production network.

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

IXL provides encryption for customer data as follows:
- Network connections to IXL's production environment utilize Transport Layer Security (TLS) or Secure Shell (SSH);
- All data stored in IXL's production environment is encrypted at rest using AES-256 bit encryption;
- All data stored on IXL-owned laptops is encrypted at rest.

As lines of defense against data theft, IXL's production databases use these layers of encryption for stored data:
- **Storage encryption:** Hard disk arrays and/or file systems maintain data on disk using an encrypted format. In the unlikely event that a hard disk is physically stolen, the data on the disk would be unreadable.
- **Application-level encryption:** Some database records contain highly sensitive data such as credit card numbers and user passwords. The sensitive portions of these records are encrypted by the IXL application to provide an added layer of security. In particular, teacher, administrator, and parent passwords are encrypted using a one-way hash mechanism that does not allow IXL to recover the password. Student passwords use reversible encryption in order to allow teachers and administrators to view the passwords in the UI.

7.4 SOC 2 Compliance Status

While not currently SOC 2 compliant, IXL is working with a security consulting firm to identify and address SOC 2 compliance gaps. Many of the core facilities that IXL works with, such as Cyxtera, are SOC 2 compliant.

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

Within the production environment, when managing user data (user accounts, student results, etc.), IXL uses several layers to guard against unintentional data loss:
- Each data record is stored redundantly on different devices. Generally, the failure of a single hard disk or storage node will not affect the availability of a given record.
- Data records are replicated to devices in different geographic locations. This helps guard against data loss due to a regional event, such as a fire, flood, or earthquake.
- IXL creates an "offline" backup of all data on a daily basis. Offline backups can be used to restore data to its state in the recent past. They serve as a line of defense against equipment failure and human error.

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

As a web-based platform, IXL recommends an Internet connection speed of at least 128Kbps, which is also sufficient bandwidth per user.

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

Outside of the IXL application itself, only employees and contractors trained in handling PII and with a business need for access are able to view district data remotely. Such access occurs either by secure internal web portal or by secure shell (SSH).

7.8 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.

Production and development servers are updated twice a year for regular OS and security updates. The IXL application is fully web-based, so users always have the most recent enhancements and new features. While very rare, maintenance windows that do require downtime are scheduled to the North American nighttime on the weekends.

7.9 Any tools available to measure system responsiveness.

As a web-based platform, IXL can be accessed as long as there is an Internet connection. In the rare event of an unplanned downtime, a message will be posted on the website. IXL also has plans to release a status page in the near future.

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

IXL does not have limits on data storage.

7.11 Details about how Digital Math services would recover in the event of an internet or system outage.

IXL is a fully web-based platform that does not require any action on the part of the district in the event of a system outage. Since IXL is web-based, the service will be accessible once Internet connectivity is restored.

Tab 8 - Reporting and Monitoring

IXL delivers progress monitoring on students' diagnostic growth and skill proficiency improvement that make it easy for teachers and administrators to understand how well students are growing. Additionally, teachers and administrators can monitor and engage students in real time as they work on the IXL platform.

8.1 Describe program-specific progress monitoring

Grade Level Progress Monitoring. The Progress and Growth report,[48] **Figure 52**, allows teachers to see up-to-date student diagnostic growth for the school year and be alerted to areas where skills may be declining. In addition, teachers can quickly see the total number of questions answered and the number of skills practiced, proficient, and mastered. The report provides teachers with immediate insight into progress for the whole class and for individual learners.
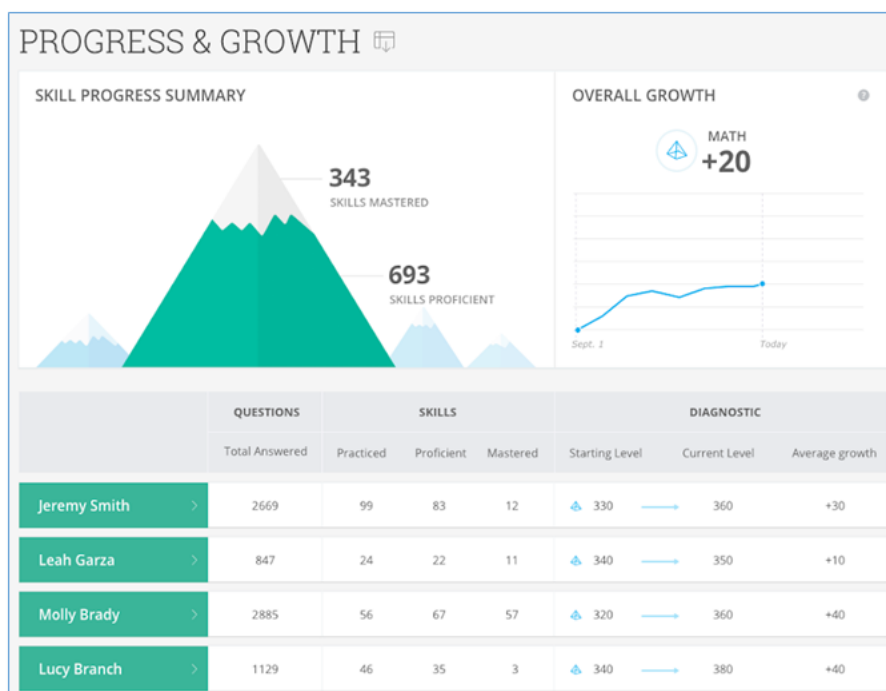

Figure 52 - The Progress and Growth report gives teachers insight into students' diagnostic growth

The Progress and Improvement report,[49] **Figure 53,** provides a visual snapshot of cumulative skill mastery progress throughout the school year. This report lets teachers know how well students understand each skill and where they may be regressing. The Progress and Improvement report is particularly powerful for evaluating interventions for individual students, as it allows teachers to understand the exact skills students have grown in over a specific time period. This report is also beneficial as a collaborative resource for intervention planning, teacher-parent conferences, individualized education programs (IEPs), and other discussions on student progress.

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[48] Progress & Growth Report: www.ixl.com/analytics/progress-and-growth
[49] Progress and Improvement Report: www.ixl.com/analytics/progress-and-improvement
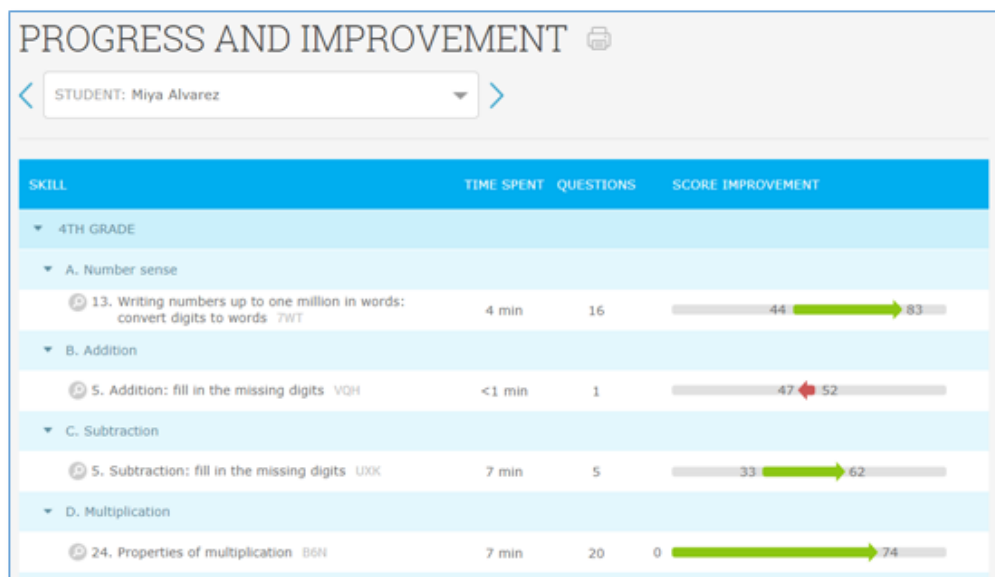
Figure 53 - Teachers can monitor student progress on skills to track improvement or regression

One of the most powerful tools for teachers on IXL, Live Classroom helps teachers maintain a pulse on student activity and alerts them to students who may need help (red tiles) or may be idle (gray tile); see **Figure 54**. Teachers can see what students are working on currently and recently, making it easy to keep up with each student and see who may need help in the moment.

IXL's Live Classroom includes the Live Message feature, allowing teachers to communicate with students while they are working in IXL. For example, when teachers notice that a student is struggling or working on the wrong skill, they can use Live Message to immediately send the student a message offering support. Likewise, teachers can send positive feedback if the student is doing well. With Live Message, teachers can react to student needs in the moment, whether they are in the classroom or working remotely.
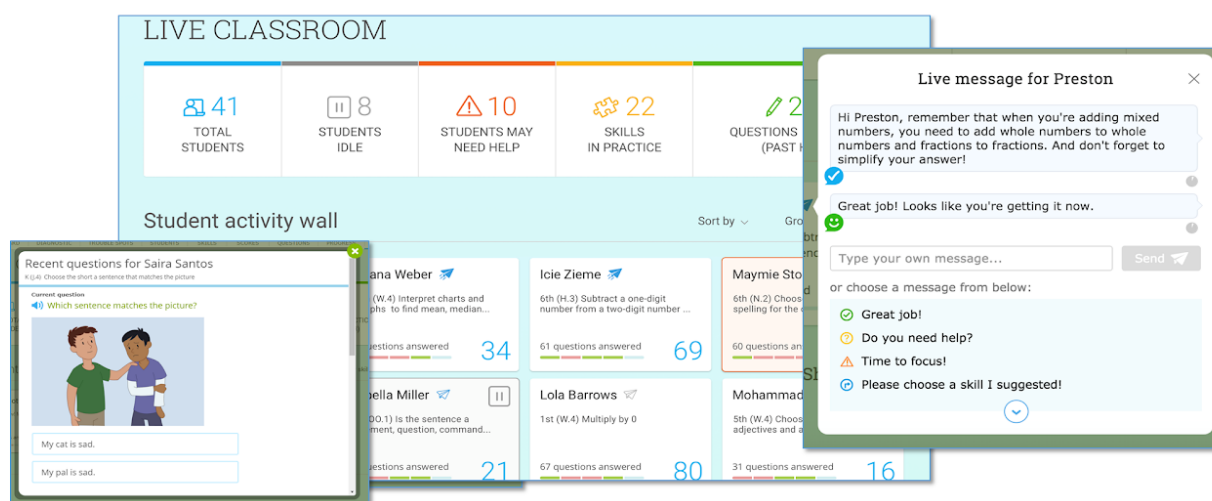

Figure 54 - Live Classroom helps teachers be everywhere at once and provide in-the-moment support

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

The key teacher analytics reports have been described in this proposal and can be reviewed at www.ixl.com/analytics/dashboard.

In addition to teacher analytics, **IXL School and District Analytics** gives school and district administrators insightful school and district reports. Administrators can also drill down to teacher-level analytics. Users can customize reports to filter for dates, subjects, grades, standards, etc. Other custom data pulls can be discussed with the IXL Account Manager.

IXL School Analytics

School analytics provides data at the school level, providing administrators with information on school achievement, teacher engagement, progress and growth, and capability to interact live with students.

School Achievement. The School Achievement report shows a school's performance towards achieving usage targets, progress towards mastery, level of extended learning, teacher engagement, and overall growth. The achievement data helps administrators align implementation, assess usage and performance, and identify strategies to increase teacher engagement and accelerate student learning.

Teacher Engagement. Teachers play a significant role in ensuring IXL is maximized for their classroom and in helping students meet their usage goals and progress towards mastery. The Teacher Engagement report shows administrators how well teachers have utilized the IXL platform based on four stages of engagement:

- **Set Up** indicates whether a teacher has established an account and created student rosters.
- **First Look** shows whether a teacher and students have signed in to the platform.
- **Initial Use** tracks whether a teacher has accessed Analytics and if the class has answered at least 500 questions
- **Engaged Use** indicates that a teacher and class has actively used IXL for at least three weeks.

The Teacher Engagement report helps administrators plan next steps to support teachers, such as creating action plans or providing more resources and training.

Progress and Growth. With the Progress and Growth report, administrators have an overview of progress made over the school year. The report tracks skills proficient and mastered, and lists by grade level both skill progress and diagnostic progress. For skill progress, administrators can see how many questions have been answered and progress towards mastery. For diagnostic progress, administrators quickly understand the classes' working level proficiency with average monthly growth.

The Progress and Growth provides administrators with progress monitoring capabilities to understand school trends over time. The data can also be exported to CSV format with student-level data for the entire school.

Live School. Similar to Live Classroom, Live School shows all student activity at a school, grouped by grade level. Live Message functionality is also available, enabling administrators to send real-time messages to students as they work on IXL. **Figure 55** shows snapshots of IXL School Analytics reports.

Figure 55 - Administrators' school-level analytics data show school progress and achievement

IXL District Analytics

Administrators have an overview of district-level progress with IXL District Analytics, shown in **Figure 56**. The dashboard shows cumulative metrics for the year, including number of questions answered, time spent, and skills progressed. The report then breaks down achievement by school:

- **The IXL Effect** shows how well each school is meeting the weekly usage target.
- **Skill Gains** focuses on progress on skills practiced, proficient, and mastered.
- **Extended Learning** provides insight on how IXL is being used, breaking down usage between school and home.
- **Teacher Engagement** shows the level of progress teachers have made in leveraging the IXL platform. This is a significant metric as teachers play an important role in helping students achieve fidelity targets and mastery.

Together, metrics in the District Achievement report gives administrators a clear understanding of how schools are using IXL and helps inform next steps for program governance.
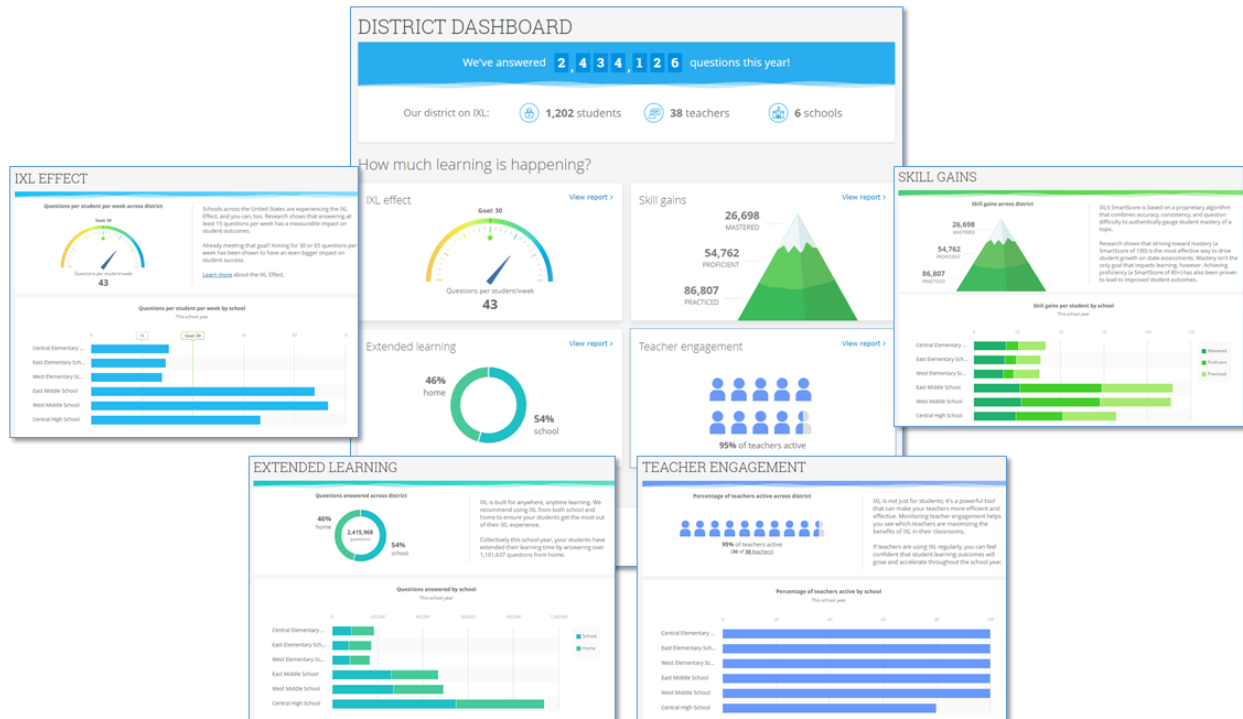

Figure 56 - Administrators can easily understand district-level achievement

Tab 9 - Pricing / Cost Proposal

IXL is pleased to offer **IXL Math** for HCPS' Digital Mathematics Curriculum for Tier I, Tier II, and Tier III.

IXL offers flexible site license and professional development options to effectively meet the needs of teachers, schools, and districts.

9.1 IXL Math Site License Pricing

IXL site licenses, offered as annual student subscriptions, are designed for school and district implementation.

Students and teachers have access to the full VA-SOL-aligned math curriculum, as well as the Real-Time Diagnostic, IXL Analytics, personalized recommendations, and automatic access to new content and feature enhancements. There are no additional fees for maintenance or version updates.

IXL is committed to successful implementation and provides an experienced HCPS partnership team at no additional cost to support HCPS throughout the life of the contract. This support includes subscription assistance, account and roster onboarding, professional development coordination, and regular data check-ins. Additionally, IXL provides teachers with free customer service and a suite of online resources that includes user guides, videos, and guidance on effective implementation strategies.

IXL's all-inclusive approach offers HCPS exceptional value and cost certainty. With a site license subscription, schools and districts receive:

➤ Comprehensive curriculum aligned to Virginia Standards of Learning (SOL)
➤ Continuous grade-level proficiency with the IXL Real-Time Diagnostic
➤ Actionable analytics with up-to-date reports and progress growth monitoring
➤ Tailored recommendations and personalized action plans
➤ Year-round access from home and school
➤ Unlimited teacher accounts
➤ Learning Hub of teacher resources for in-person, remote, and hybrid instruction

➤ Open access to full math curriculum in all grade levels
➤ Online resources, e.g., interactive skill plans, implementation guides, etc.
➤ 24/7 online help center
➤ Phone and email customer service support
➤ Auto-rostering
➤ SSO and Schoology LMS integration support
➤ Maintenance and updates
➤ Access to new content and features
➤ Ongoing support from a dedicated in-state partnership team

Table 4 lists the annual per student rate for IXL Math site licenses.

Table 4 - IXL offers volume discounts based on the number of students subscribed

Students	IXL Math Site License Pricing (per student per year)
150+	$10.00
1,000+	$9.00
2,500+	$8.00
10,000+	$7.00
30,000+	$6.00
50,000+	$5.00

9.2 IXL Professional Development Pricing

Professional development (PD) is designed to help teachers maximize IXL's impact in their classrooms. IXL offers in-person, virtual, and blended delivery options to support flexible, year-long professional development plans. Each PD session is led by a professional learning specialist with extensive education experience and IXL implementation knowledge.

Tables 5-7 summarize IXL's professional development options. In addition to standalone sessions, IXL offers PD packages that provide ongoing coaching and support for teachers and instructional leaders.

IXL will collaborate with HCPS to tailor a PD plan that meets the district's objectives.

Table 5 - IXL offers convenient virtual PD options

IXL Professional Development Offerings	
Description	**Cost**
IXL Foundations I: Essential Tools for Daily Instruction 90-minute virtual session focused on effective implementation of IXL, including best practices for using the Real-Time Diagnostic, IXL curriculum, and Recommendations to support daily instruction and personalized learning.	$495.00
IXL Foundations II: Strategies for Data-Driven Classrooms 90-minute virtual session with a deep dive into IXL Analytics and adapting instruction using up-to-the-minute insights. Emphasis on practical strategies for using data to support students.	$495.00
IXL Foundations Package Both Foundations I and II virtual sessions at a discounted bundle price.	$795.00

Analytics for School Leaders Introduction to IXL School Analytics how it can help boost teacher engagement, achieve research-backed results, and maintain a better view into students' overall learning gains throughout the year.	$495.00
eLearning Library On-demand professional development for educators. This collection of 40+ videos includes content from both Foundations I and II.	$495.00 per year, per site

Table 6 - On-site experiences can be customized to fit the needs of schools and districts

On-Site Professional Development Pricing	
Description	**Pricing**
On-Site Experience A custom professional learning experience tailored to district instructional goals. IXL offers three ways to structure an on-site experience: **IXL Live: School Edition:** This session consists of 4.5 hours on effective IXL implementation, followed by 1.5 hours of guided teacher planning time. **Flex On-site:** One or more 90-minute sessions focused on practical strategies for using IXL in daily instruction. (Pricing starts at $2,200) **Train the Trainer:** Designed to build capacity for IXL trainers in the district. Emphasis on best practices for leading successful IXL implementations.	$2,500.00 (includes travel)

Table 7 - IXL's District Success Package provides robust training for districtwide implementation

District Success Package	
Description	**Pricing**
District Success Package The District Success Package provides districts with everything they need for a successful district-wide implementation of IXL. The package includes: • **CUSTOM IMPLEMENTATION PLAN.** IXL's District Partnership Specialist will collaborate with HCPS to create a strategic implementation plan customized to meet district needs. • **ON-SITE PROFESSIONAL LEARNING SESSIONS.** IXL's team of highly qualified professional learning specialists will lead three on-site Train the Trainer sessions (maximum of 40 participants) to prepare the HCPS team to deliver effective IXL professional development in the	$25,000.00

district. IXL will also conduct two virtual check-ins with HCPS trainers to assess progress and provide additional support.

- **STRATEGY SESSION FOR SITE LEADERS.** All school site leaders will participate in a session to develop strategies for using the program in their schools, including instruction on using IXL School Analytics to monitor and drive successful IXL implementation.
- **DISTRICT HUB FOR IXL RESOURCES.** IXL will create a custom site to house HCPS' IXL resources, offering teachers and staff a central location for finding the most up-to-date documentation and best practices for getting the most out of IXL.
- **SCOPE AND SEQUENCE ALIGNMENT.** To support effortless implementation in HCPS classrooms, IXL's curriculum experts will develop a custom resource that aligns IXL skills to the district's scope and sequence for one subject area. If preferred, HCPS may opt for additional professional development instead of the custom alignment.
- **QUARTERLY DATA REVIEWS.** Each quarter, IXL will review the district's IXL data and share it with HCPS. At the middle and end of the year, IXL will schedule a call to discuss HCPS schools' progress within IXL and confirm areas of achievement, address any challenges, and optimize usage of the platform to exceed goals.
- **eLEARNING LIBRARY.** With more than 40 micro learning videos, IXL's eLearning Library offers on-demand guidance for every essential feature, including best practices for implementing IXL in a variety of instructional models.

9.3 Attachment H - Pricing Options

IXL looks forward to providing HCPS with services described in this proposal. As requested, IXL has attached the completed Attachment H.

ATTACHMENT H
PRICING OPTIONS

Provide pricing as it relates to the proposed solution	Price
Price per Student	$ IXL offers tiered pricing for HCPS, based on the number of license subscriptions.
Price per Teacher	$ N/A. Site license pricing is based on per student subscription
Price per Classroom	$ N/A. Site license pricing is based on per student subscription
Price per Site	$ N/A. Site license pricing is based on per student subscription
Price for District License PreK-5	$ Based on 21,149 (rounded to 21,150) x $7 = $148,050.00
Price for District License PreK-8	$ Based on 32,874 (rounded to 32,900) x $6 = $197,400.00
Price for District License PreK-12	$ Based on 48,453 (rounded to 48,450) x $6 = $290,700.00
Price for District License 6-8	$ Based on 11,725 (rounded to 11,750) x $7 = $82,250.00
Price for District License 6-12	$ Based on 27,304 (rounded to 27,300) x $7 = $191,100.00
Price for District License 9-12	$ Based on 15,579 (rounded to 15,600) x $7 = $109,200.00
1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 +)	$ $2,500.00
1 day of Professional Development - price per teacher	$ N/A. Professional development is offered per session
1 day of Professional Development for Elementary or Secondary School Staff- approximately 35 - 100	$ $2,500.00

Additional Professional Development models	$ Please refer to IXL's Pricing / Cost Proposal for options
Printed materials – provide list of pricing for each product offered	$ N/A
Consumables – provide list of pricing for each product offered	$ N/A
Provide information on price breaks for volume purchases.	IXL offers tiered pricing based on site license subscription volume. Please see IXL's Pricing / Cost Proposal.

9.4 Attachment G - Pricing Scenario

IXL has attached Attachment G with pricing for the described scenarios.

Attachment G

Pricing Scenario

Provide pricing for the scenario below based off pricing being offered.

Scenario	Price
Provide pricing for an annual subscription for one site license for an elementary school with 415 students	$ 4,150.00 ($10 per student)
Provide pricing for an annual subscription for one site license for a middle school with 900 students	$ 9,000.00 ($10 per student)
Provide pricing for an annual subscription for one site license for a high school with 1,700 students	$ 15,300 ($9 per student)
Printed Materials	$ N/A
Consumables	$ N/A
Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25	$ 2,500.00
Describe what professional learning options would be available if the county purchased a district license. (46 ES, 12 MS, 10 HS)	$ Please see *note below.
Total	$ Total is dependent on actual number of students and the desired professional learning.

*Note:

As IXL site licenses are offered on a per student basis, in this scenario, IXL assumes a district-wide implementation of 48,453 student subscriptions. In this scenario, IXL would be pleased to offer the IXL District Success Package at no additional cost; a value of $25,000.00

Alternatively, with a three-year subscription for at least 21,000 students, IXL would also be able to provide the IXL District Success Package at no cost.

IXL CONFIDENTIAL / PROPRIETARY INFORMATION

Henrico County Public Schools   RFP 21-2142-3EMF Digital Mathematics (PreK-12) Curriculum for Tier I, Tier II and Tier III

Tab 10 - References

Page 119 redacted.

IXL CONFIDENTIAL / PROPRIETARY INFORMATION

Henrico County Public Schools   RFP 21-2142-3EMF Digital Mathematics (PreK-12) Curriculum for Tier I, Tier II and Tier III

product goals and district initiatives. Many schools within Augusta meet and exceed IXL research-based best practices of 15 questions per week, per content area, creating a measurable impact on student outcomes. IXL provides customized support through professional learning offerings, data reviews and monthly newsletters. IXL and Augusta County maintain a strong partnership and are looking forward to another successful year of implementation.

Bedford County Public Schools

IXL and Bedford County Public Schools have maintained a strong partnership for over 11 years, with highly engaged teachers using IXL every week. Due to staffing changes at the district, IXL was not able to request a new point of contact at time of proposal.

Bedford County Public Schools purchased IXL Math in August 2009 for a select group of K-12 users. Bedford recently expanded their partnership with IXL to include PreK-12 on the platform for both math and ELA. The Bedford team was provided with an IXL team consisting of a strategic account manager, district partnership specialist, and account services representative. The Bedford team met with their dedicated IXL team to discuss their product goals and district initiatives. This school year, IXL's team presented two virtual professional learning webinars and created a district specific PDF that includes implementation strategies along with IXL coaching sessions. Bedford County Public Schools consistently meet and exceed IXL's research-based best practice of 15 questions per week, per content area, ensuring strong fidelity of the program and creating measurable impact on student outcomes. Teachers in Bedford are also highly engaged with the platform and their data, with on average over 73% of teachers using IXL every week this school year. IXL and Bedford County Public Schools maintain a strong partnership.

Testimonial shared by Anthony Swann, 2021 Virginia Teacher of the Year

> *"During distance learning, my students have needed to access both 4th and 5th grade material. I can easily support this need with IXL. The explanations with each question are very helpful. IXL is simple, yet profound."*

Tab 11 - Exceptions

IXL requests the maximum permissible exemption from disclosure under public records laws, including under exemptions for confidential, proprietary, and trade secret information and information related to financial condition or computer security. In particular, IXL submits that at least the sections identified on **Attachment D, Proprietary / Confidential Information**, include information exempted from disclosure.

Tab 12 - Assumptions

IXL appreciates that information designated as confidential / proprietary information on **Attachment D** would be exempt from disclosure.

Tab 13 - Appendices

In support of IXL's response to **Section 6.3**, please find attached additional information on IXL's DirectSync SFTP and OneRoster API.

Auto-Rostering Technical Specifications
IXL Data Standard

This document describes the files IXL needs to provide Auto-Rostering services.
Last updated March 2019.

Contents

All files should be included in every upload to make full use of IXL's Auto-Rostering feature. These files will need to be generated from the data in your SIS.

SCHOOLS.CSV

This file should include all schools that are referenced in other files. All columns are required.

Column header	Type	Max Length	Description
School ID	String	256	The unique identifier for the school. This acts as the primary key. It must be unique for all schools and cannot change between uploads. This will not be user facing.
School name	String	256	The name of the school. This will be user facing in IXL.

STUDENTS.CSV

This file lists all students that will get access to IXL. Columns in **bold** are required.

Column header	Type	Max Length	Description
School ID	String	256	The ID of the school the student will be provisioned into.This must match a School ID value from the Schools.csv file. Only one School ID should be in this column.
Student ID	String	256	The value IXL uses as the primary key for students. This must be unique for all users and cannot change between uploads. This will not be user facing.
Student number	String	100	This will become the user facing IXL Student Number. This must be unique for all users. It can be the same value as the student's Student ID.
Last name	String	256	This will become the IXL last name for this student.
First name	String	256	This will become the IXL first name for this student.
Grade	String	32	This will become the IXL grade for this student. IXL currently supports grade values of PK, K, 1-12. The IXL Support Engineering team can create an alias for non-traditional grade values to one of the values on this list.
Student e-mail	String	256	The student's e-mail address. E-mail addresses should be of the form a@b.c. IXL uses e-mails to help students recover forgotten passwords. If Google SSO is enabled for your account, this must be the student's Google e-mail address.
Username	String	64	This will become the IXL username for this student. IXL only supports letters A-Z, numbers 0-9, and the underscore "_" in the username. Unsupported characters will be removed from the username during processing. E-mail domains will also be truncated during processing.
Password	String	64	The password the student will use to sign in to IXL. If no password is provided, student passwords will be generated automatically.

TEACHERS.CSV

This file lists all teachers that will get access to IXL. All columns are required.

Column header	Type	Max Length	Description
School ID	String	256	The ID of the school the teacher will be provisioned into.This must match a School ID value from the Schools.csv file. Only one School ID should be in this column.
Teacher ID	String	256	The value IXL uses as the primary key for teachers. This must be unique for all users and cannot change between uploads. This will not be user facing.
Last name	String	256	This will become the IXL last name for this teacher.
First name	String	256	This will become the IXL first name for this teacher.
E-mail	String	256	Teacher's e-mail address. E-mail addresses should be of the form a@b.c Teachers manage their own passwords. An activation e-mail and any password reset e-mails will be sent to this address.
Username	String	64	This will become the IXL username for this teacher. IXL only supports letters A-Z, numbers 0-9, and the underscore "_" as username. Unsupported characters will be removed from the username during processing. E-mail domains will also be truncated during processing.

SECTIONS.CSV

This file lists all relevant sections (classes) for the teachers in teachers.csv. Columns in **bold** are required.

Column header	Type	Max Length	Description
Teacher ID	String	256	The ID for the teacher for this course. This will refer to a Teacher ID value from the Teachers.csv file. Only one Teacher ID should be in this column.
Section ID	String	256	The value IXL uses as the primary key for classes. This must be unique for all classes and cannot change between uploads. This will not be user facing.
Name	String	256	This will become the user facing name of the class in IXL.
Subject	String	256	The subject area for this course. For example, "Math" or "Science".
Grade	String	256	The grade level for this course.

ENROLLMENTS.CSV

This file lists every student enrolled in one of the sections in sections.csv. All columns are required.

Column header	Type	Max Length	Description
Section ID	String	256	The ID for the Section the Student is enrolled in. This must match a Section ID used in the Sections.csv file
Student ID	String	256	The ID for the Student enrolled in the Section. This must match a Student ID used in the Students.csv file

POSTING FILES TO IXL

Files should be uploaded to IXL through an SFTP file transfer. We recommend setting up a daily job which does the following:

1. Connect to sftp.ixl.com, port 22.

2. Authenticate with the ID and password provided by IXL. You'll be able to access a single directory set up for your account.

3. Transfer your files to the root of the directory.

4. Files will be processed and roster data will be updated overnight at midnight Eastern Time.

Note: You don't need to worry about overwriting files; we'll preserve every file that is transferred for two weeks, and process only the most recent version every day.

Auto-Rostering Technical Specifications
OneRoster v1.1

This document describes how IXL's Auto-Rostering feature uses OneRoster v1.1 data to automatically provision schools, students, teachers, classes, and enrollments.

About OneRoster

The OneRoster v1.1 data standard addresses the exchange of student data (about people, courses, enrollments and grades) between different educational systems.

The following is a link to the OneRoster v1.1 documentation, which outlines in full the data included in a OneRoster v1.1 data export.

https://www.imsglobal.org/oneroster-v11-final-csv-tables#_Toc480293242

OneRoster with IXL

The OneRoster v1.1 data export will be in a .ZIP file format and contain several CSV files. You do not need to make any modifications to this .ZIP file.

IXL will parse this .ZIP file and make use of the files detailed in this document.

OneRoster v1.1 CSV files will contain a standard set of columns. While IXL will not make use of all columns in all CSV files, there are some columns that must be populated or have specific values. The following is a list of the columns IXL uses and any required values.

MANIFEST.CSV

All uploads must contain the manifest.csv file. The manifest file will consist of just two columns with the headers 'propertyName' and 'value'. This is a control file, and contains the version (set as 1.1) and the list of files that are supplied in the data set.

ORGS.CSV

Column header	Description
sourcedID	This value will act as the "School ID" for a school. It also acts as the primary key for the school. It must be unique for all schools and cannot change between uploads. This will not be user-facing.
Name	The name of the school. This will be user facing in IXL.
Type	Must have a value of 'school'. Rows with other values (such as 'district') will not be processed.

USERS.CSV

Column header	Description
sourcedID	The value IXL uses as the primary key for users. This must be unique for all users and cannot change between uploads. This will not be user-facing.
orgSourcedIds	The ID of the school the user will be provisioned into. This must match a sourcedId value from the orgs.csv. Only one orgSourcedId should be in this column. If multiple orgSourcedId's are present, the IXL processor will sort them and place the user in the first orgSourcedId of the sorted list (i.e. the lowest alphanumeric value).
role	Must be 'teacher' for teachers. Must be 'student' for students. Users with other values (such as 'admin', 'aide', etc) will not be processed.
username	This will become the IXL username for this user. While this is an optional value for student users in IXL, it is a required value in the OneRoster v1.1 Data Standard and should exist for students.
givenname	This will become the IXL first name for this user.
familyname	This will become the IXL last name for this user.
identifier	Only processed for students. For student users, this will become the user-facing IXL Student Number. This must be unique for all users. This can have the same value as the 'sourcedId' column. While this is an optional field in the OneRoster v1.1 data standard, this is a required value for IXL Auto-Rostering.
grade	This will become the IXL grade for this student. IXL currently supports grade values of PK, K, 1-12. The IXL Support Engineering team can create an alias for non-traditional grade values to one of the values on this list.
email	The user's e-mail address. This is required for teachers. This is optional for students.

CLASSES.CSV

Column header	Description
sourcedID	The value IXL uses as the primary key for classes. This must be unique for all classes and cannot change between uploads. This will not be user-facing.
title	This will become the user-facing name of the class in IXL.

ENROLLMENTS.CSV

Column header	Description
classsourcedID	The ID for the class. This will refer to the 'sourcedId' in the classes.csv
usersourcedID	The ID for the user. This will refer to the 'sourcedId' in the users.csv
role	Must be 'teacher' for teachers Must be 'student' for students. Users with other values (such as 'admin', 'aide', etc) will not be processed.

POSTING FILES TO IXL

Files should be uploaded to IXL through an SFTP file transfer. We recommend setting up a daily job which does the following:

1. Connect to sftp.ixl.com, port 22.

2. Authenticate with the ID and password provided by IXL. You'll be able to access a single directory set up for your account.

3. Transfer your files to the root of the directory.

4. Files will be processed and roster data will be updated overnight at midnight Eastern Time.

Note: You don't need to worry about overwriting files; we'll preserve every file that is transferred for two weeks, and process only the most recent version every day.