



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

DATE:	July 1, 2025
CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i>	Digital Content Solutions for K-12
CONTRACT NUMBER:	2795C
COMMODITY CODE:	924.16
CONTRACT PERIOD:	July 1, 2025 – June 30, 2026
RENEWAL OPTIONS:	Four one-year renewals through 2030
USER DEPARTMENT:	Schools
Contact Name:	Kennedy Venaglia
Phone Number:	840-652-3640
Email Address:	kwvenaglia@henrico.k12.va.us
HENRICO COOPERATIVE TERMS INCLUDED:	Yes
SUPPLIER: Name:	Discovery Education Inc.
Address:	4350 Congress Street
City, State:	Charlotte, NC 28209
Contact Name:	AnnMarie Oakley
Phone Number:	757-367-9068
Email address:	AOakley@discoveryed.com
ORACLE SUPPLIER NUMBER:	20418
BUSINESS CATEGORY:	Non Swam
PAYMENT TERMS:	Net 30
DELIVERY:	As needed and requested
FOB:	n/a
BUYER: Name:	Eileen 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.

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## COMMONWEALTH OF VIRGINIA

**County of Henrico****Non-Professional Services Contract****Contract No. 2795C**

This Non-Professional Services Contract (this "Contract") entered into this 1st day of July 2025, by Discovery Education, Inc. (the "Contractor") and the County school Board of Henrico, Virginia ("HCPS")

**WHEREAS** HCPS has awarded the Contractor this Contract pursuant to Request for Proposals No. 24-2795-12EMF, (the "Request for Proposals"), for Digital Content Solutions for K-12.

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

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

**COMPENSATION:** The compensation HCPS will pay to the Contractor under this Contract shall be pursuant to Exhibit E.

Any quotes or invoices issued by Discovery Education must include a reference to contract 2795C and must not require a signature by HCPS. HCPS will issue a purchase order to Discovery Education, and such purchase orders will include a reference to contract 2795C.

**CONTRACT TERM:** The Contract term shall be from July 1, 2025 through June 30, 2026. HCPS may renew the Contract for up to four 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 the County and Contractor;
2. License Agreement Addendum (Exhibit A);
3. Virginia School Data Privacy Agreement (Exhibit B);
4. Standard Terms of Service and License Discovery Education, Inc. last updated January 8, 2025 (Exhibit C);
5. The Negotiated Modifications (Exhibit D);
6. The General Contract Terms and Conditions included in the Request for Proposals;
7. Contractor's email dated April 1, 2025 and BAFO (Exhibit E);
8. Contractor's Original Proposal dated February 4, 2025 (Exhibit F);
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.

Discovery Education, Inc.

4350 Congress Street  
Charlotte, NC 282-0

Signed by:

*Megan Haller*

D001C3CCF003404...  
Signature

Megan Haller, Executive President of Global  
Operations

Printed Name and Title

June 23, 2025

Date

County School Board of Henrico County,  
Virginia  
P O Box 90775

Henrico, VA 23273-0775

*Oscar Knott*

Signature

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

06/24/2025

Date

APPROVED AS TO FORM

*Harold Brown*

Assistant County Attorney

## EXHIBIT A

### LICENSE AGREEMENT ADDENDUM

The County School Board of Henrico County, Virginia (“**County**”) and Discovery Education, Inc., a Illinois corporation company (“**Licensor**”), are entering into Non-Professional Services Contract Contract No. 2795C for Digital Content Solutions for K-12 (“**Agreement**”). Licensor has requested that its Standard Terms of Service and License, last updated January 8, 2025 (“**Contract**”) be incorporated by reference into the Agreement. This License Agreement Addendum (“**LAA**”) (i) is attached to the Agreement and incorporated therein by reference, governing the use of all software licensed by the County thereunder (“**Software**”), and (ii) modifies and supersedes the Contract to the extent the Contract and the LAA are in conflict.

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

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



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

5. If Licensor provides any update or upgrade subject to additional payment or subject to the acceptance of additional terms and conditions, the County will have the right to reject such update or upgrade.
6. The person signing below for Licensor represents and warrants that he or she is duly authorized to execute and deliver this LAA on Licensor's behalf.
7. This LAA and the Agreement shall take effect simultaneously.
8. This LAA may be modified by the parties' mutual agreement. Any modifications shall be reflected in a separate document.

Discovery Education, Inc.

Signed by:  
  
0661E36CF063464...  
Signature

Megan Haller, Executive Vice President  
of Global Operations  
Printed Name and Title

June 23, 2025

Date

County School Board of Henrico County,  
Virginia

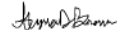
  
Signature

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

06/24/2025

Date

APPROVED AS TO FORM



Assistant County Attorney

Exhibit B

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

This Virginia School Data Privacy Agreement (“DPA”) is entered into by and between the  
County School Board of Henrico County, Virginia (hereinafter referred to as “Division”) and  
Discovery Education, Inc (hereinafter referred to as “Provider”) on  
06/12/2025 The Parties agree to the terms as stated herein.

### **RECITALS**

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

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

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

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

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

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

### **ARTICLE I: PURPOSE AND SCOPE**

**1. Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Division Data (as defined in Exhibit “C”) transmitted to Provider from the Division pursuant to Exhibit “A”, including compliance with all applicable state privacy statutes, including the FERPA, PPRA, COPPA, IDEA, 603 C.M.R. 23.00, 603 CMR 28.00, and Code of Virginia § 22.1-289.01. *School service providers; school-affiliated entities; student personal information*; and § 22.1-287.02. *Students' personally identifiable information*. In performing these services, to the extent Personally Identifiable Information (as defined in Exhibit “C”) from Pupil Records (as defined in Exhibit “C”) are transmitted to Provider from Division, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the Division. Provider shall be under the direct control and supervision of the Division.

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

**VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

Supplemental Educational Software

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

See attached Exhibit B

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

**ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS**

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

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

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

### **ARTICLE III: DUTIES OF DIVISION**

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

### **ARTICLE IV: DUTIES OF PROVIDER**

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

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

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

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



## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

### **ARTICLE V: DATA PROVISIONS**

1. **Data Security.** The Provider agrees to maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personal information and makes use of appropriate administrative, technological, and physical safeguards. The general security duties of Provider are set forth below. These duties shall include, but are not limited to:
  - a. **Passwords and Employee Access.** Provider shall secure and manage usernames, passwords, and any other means of gaining access to the Services or to Division Data, at levels suggested by NIST SP800-171 (Password complexity, encryption, and re-use) , NIST SP800-53 (IA control Family), and NIST 800-63-3 (Digital Identity), and NIST SP800-63B (Authenticator and Verifier Requirements) or equivalent industry best practices.
  - b. **Security Protocols.** Both parties agree to maintain security protocols that meet industry best practices in the collection, storage or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the DPA in a secure computer environment.
  - c. **Provider Employee Training.** The Provider shall provide annual security training to those of its employees who operate or have access to the system.
  - d. **Security Technology.** When the service is accessed using a supported web browser, FIPS 140-2 validated transmission encryption protocols, or equivalent technology shall be employed to protect data from unauthorized access. The service security measures shall follow National Institute of Standards and Technology (NIST) 800-171, or equivalent industry best practices.
  - e. **Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner. Upon Division's written request, Service Provider shall make the results of findings available to the Division. The Division shall treat such audit reports as Provider's Confidential Information under this Agreement.
  - f. **Backups and Audit Trails, Data Authenticity and Integrity.** Provider will take reasonable measures, including all backups and audit trails, to protect Division Data against deterioration or degradation of data quality and authenticity. Provider shall be responsible for ensuring that Division Data is retrievable in a reasonable format.
  - g. **Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Division Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.
2. **Unauthorized Access or Data Breach.** In the event that Division Data are reasonably believed by the Provider or school division to have been disclosed (lost, accessed or obtained) in violation of the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) or other federal or state law Virginia School Data Privacy Agreement v. 1.0

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

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

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

## **ARTICLE VI: GENERAL OFFER OF PRIVACY TERMS**

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



## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

### **ARTICLE VII: MISCELLANEOUS**

- A. **Term.** The Provider shall be bound by this DPA for so long as the Provider maintains or possesses any Division Data.
- B. **Termination.** In the event that either party seeks to terminate this DPA, they may do so by mutual written consent and as long as any service agreement or terms of service, to the extent one exists, has lapsed or has been terminated. The Division may terminate this DPA and any service agreement or contract in the event of a material breach of the terms of this DPA.
- C. **Data Transfer Upon Termination or Expiration.** Provider will notify the Division of impending cessation of its business and any contingency plans. Provider shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the Division. As mutually agreed upon and as applicable, Provider will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the Division, all such work to be coordinated and performed in advance of the formal, transition date.
- D. **Effect of Termination Survival.** If the DPA is terminated, the Provider shall destroy all of Division's data pursuant to Article V, section 5(b). The Provider's obligations under this agreement shall survive termination of this Agreement until all Division Data has been returned or Securely Destroyed.
- E. **Priority of Agreements.** This DPA supersedes all end user and "click-thru" agreements. In the event there is conflict between the terms of the DPA and any other writing, such as service agreement or with any other bid/RFP, terms of service, privacy policy, license agreement, or writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of any other agreement shall remain in effect.
- F. **Amendments:** This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties
- G. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
- H. **Governing Law; Venue and Jurisdiction.** This agreement will be governed by and construed in accordance with the laws of the state of Virginia, without regard to conflicts of law principles. Each party consents and submits to the sole and exclusive jurisdiction to the state and federal courts for the county of the initial subscribing division or the division specified in exhibit E as applicable, for any dispute arising out of or relating to this agreement or the transactions contemplated hereby.
- I. **Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, including Virginia School Data Privacy Agreement v. 1.0

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

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

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

### **a. Designated Representatives**

The designated representative for the Provider for this Agreement is:

Name:	Megan Haller
Title:	EVP - Global Operations
Address:	4350 Congress St, Suite 700, Charlotte, NC 28209
eMail:	decommercialopsteam@discovery.com
Phone:	800.323.9084

The designated representative for the Division for this Agreement is:

Name:	Brian Maddox
Title:	Director of Technology
Address:	3820 Nine Mile Road
eMail:	bemaddox@henrico.k12.va.us
Phone:	804-328-5200

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

**VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

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

Name: N/A  
Title:  
Address:  
eMail:  
Phone:

*[Signature Page Follows]*

**VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

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

Provider Signature *Megan Haller*  
Signed by: D661C3CCF063464...  
Date: \_\_\_\_\_  
Printed Name: **Megan Haller**  
Title: **EVP - Global Operations**

Division Signature *John B. Wack*  
Date: **06/24/2025**  
Printed Name: **John B. Wack**  
Title: **Chief Financial Officer**

APPROVED AS TO FORM

*Harold Brown*

Assistant County Attorney

**VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

**EXHIBIT “A”**

DESCRIPTION OF SERVICES

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

Supplemental Educational Software

## EXHIBIT B: SCHEDULE OF STUDENT DATA

All Data Elements identified in this Exhibit are correct at time of signature.

Data Elements Collected by Product (required and optional):

Category of Data / Data Elements	DreamBox Math	Reading Park	Reading Plus	Mystery Science/ Writing	DE Experience/ Techbooks	Sandbox AR	Pivot
<b>Application Technology MetaData</b>							
IP Addresses of users, use of cookies, etc.	X	X	X	X	X		X
Other application technology metadata	X	X	X	X	X	X	
<i>If 'Other' checked, please specify below checked box:</i>	Browser or OS type	Browser or OS type	Browser or OS type	Browser or OS type	Browser or OS type	Browser or OS type	
<b>Application Use Statistics</b>							
Meta data on user interaction with application	X	X	X	X	X	X	X
<b>Assessment</b>							
Standardized test scores	optional						
Observation data	X	X	X				
Voice recordings							
Other assessment data					X		X
<i>If 'Other' checked, please specify below checked box:</i>					Internal Assessment Platform		In app only
<b>Attendance</b>							
Student school (daily) attendance data							

Category of Data / Data Elements	DreamBox Math	Reading Park	Reading Plus	Mystery Science/ Writing	DE Experience/ Techbooks	Sandbox AR	Pivot
Student class attendance data							
<b>Communication</b>							
Online communication captured (emails, blog entries)					X		X - in app only
<b>Conduct</b>							
Conduct or behavioral data							
<b>Demographics</b>							
Date of birth			optional				
Place of birth							
Gender	optional	optional	optional				
Ethnicity or race			optional				
Language information (native, or primary language spoken by student)	X (English and Spanish)		optional				
Other demographic information							
<i>If 'Other' checked, please specify below checked box:</i>							
<b>Enrollment</b>							
Student school enrollment	X	X	X				
Student grade level	X	X	X		X		
Homeroom							
Guidance counselor							
Specific curriculum programs	X	X					
Year of graduation							

Category of Data / Data Elements	DreamBox Math	Reading Park	Reading Plus	Mystery Science/ Writing	DE Experience/ Techbooks	Sandbox AR	Pivot
Other enrollment information							
<i>If 'Other' checked, please specify below checked box:</i>							
<b>Parent/Guardian Contact Information</b>							
Address	optional						
Email	optional				X		
Phone	optional						
<b>Parent/Guardian ID</b>							
Parent ID number (created to link parents to students)	optional						
<b>Parent/Guardian Name</b>							
First and/or last	optional						
<b>Schedule</b>							
Student scheduled courses	X	X	X				
Teacher names	X	X	X		X		
<b>Special Indicator</b>							
English language learner information			optional				
Low-income status			optional				
Medical alerts/health data							
Student disability information			optional				
Specialized education Services (IEP or 504)			optional				
Living situations (homeless/foster care)							
Other indicator information							



Category of Data / Data Elements	DreamBox Math	Reading Park	Reading Plus	Mystery Science/ Writing	DE Experience/ Techbooks	Sandbox AR	Pivot
<i>If 'Other' checked, please specify below checked box:</i>							
<b>Student Contact Information</b>							
Address							
Email			optional				X
Phone							
<b>Student Identifiers</b>							
Local (school district) ID number	X	X	X		X		optional
State ID number							
Provider/app assigned student ID number	X	X	X		X		
Student app username	X		X		X		X
Student app passwords	X		X		X		X
<b>Student Name</b>							
First and/or last	X	X	X		X		X
<b>Student In App Performance</b>							
Program/application performance (e.g. typing program – student types 60 wpm, reading program – student reads below grade level)	X	X	X		X		X
<b>Student Program Membership</b>							
Academic or extracurricular activities a student may belong to or participate in							

Student Survey Responses							
Student responses to surveys or questionnaires	optional	X	X				X
Student Work							
Student generated content; writing, pictures, etc.			optional		X		X
Other student work data	X	X					
<i>If 'Other' checked, please specify below checked box:</i>		Student feedback					
Transcript							
Student course grades							
Student course data							X
Student course grades/performance scores							
Other transcript data							
<i>If 'Other' checked, please specify below checked box:</i>							
Transportation							
Student bus assignment							
Student pick up and/or drop off location							
Student bus card ID number							
Other transportation data							

<i>If 'Other' checked, please specify below checked box:</i>							
Other							
Other data collected				X	X		
<i>If 'Other' checked, please list each additional data element used, stored, or collected by your application below checked box:</i>				Teacher may submit student first name and grade with optional student science question.	See below		
None							
No student data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.				X			

Discovery Experience Other  
Data Fields:

Teacher e-mail,  
Teacher username/password,  
Teacher ID,  
Teacher Interest,  
Class Name,  
Class ID,  
Class Description,  
Class Subject

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

### **EXHIBIT “C”**

#### **DEFINITIONS**

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

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

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

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

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

PII includes, without limitation, at least the following:

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

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

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

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

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

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

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

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

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

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

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

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

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

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

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

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

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

### **EXHIBIT "D"**

#### **DIRECTIVE FOR DISPOSITION OF DATA**

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

1. Extent of Disposition

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

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

[Insert categories of data]

2. Nature of Disposition

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

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

[Insert or attach special instructions.]

3. Timing of Disposition

Data shall be disposed of by the following date:

☐ As soon as commercially practicable

☐ By (Insert Date)

4. Signature of Authorized Representative of Division

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

5. Verification of Disposition of Data

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

# **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

## **OPTIONAL: EXHIBIT “E” GENERAL OFFER OF PRIVACY TERMS**

### **1. Offer of Terms**

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

BY: N/A

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

### **2. Subscribing Division**

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

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title/Position \_\_\_\_\_

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

BY: N/A

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Email Address \_\_\_\_\_





## STANDARD TERMS OF SERVICE AND LICENSE DISCOVERY EDUCATION, INC.

These Standard Terms of Service and License (the “**Standard Terms**”) are applicable to any Order Form or Storefront Quote (each, an “**Order Form**”) issued by Discovery Education, Inc. (“**Discovery**”) to the Entity listed in the Order Form (“**Subscriber**”) to provide access to the products and services identified therein (the “**Services**”) and to Subscriber’s use of the Services. Each Order Form shall be deemed to be part of these Standard Terms and subject to the terms and conditions set forth herein. The Standard Terms also govern Subscriber’s use of the Services during a trial or pilot period (the “**Trial**”), to the extent applicable. The Standard Terms supersede all other prior and contemporaneous agreements, negotiations, communications, or understandings, oral or written, with respect to the subject matter hereof. In no event shall the terms and conditions of any other purchase order or agreement to amend or modify the terms and conditions of these Standard Terms.

### RIGHTS OF ACCESS AND USE

- 1.1. **Grant of License.** Subject to the terms and conditions set forth herein, Discovery grants to Subscriber, and its authorized educators, students (except in the case of the product known as “**Mystery Science**” and “**Mystery Writing**”) and administrators employed by Subscriber or enrolled in Subscriber’s program, as listed in the Order Form (the “**Users**”), for the term of the applicable Order Form, a limited, non-exclusive, non- sublicensable, non- transferable and revocable license to access the Service(s), which as of November 2023 may include DreamBox Learning Services, and any and all content included therein (the “**Content**”), and to download, stream, and edit the Content pursuant to the terms and conditions set forth in the Standard Terms. Discovery may, in its sole discretion, make changes to the Services and/or the Content. All rights not expressly granted to Subscriber and its Users pursuant to the Standard Terms are reserved to Discovery, and all uses of the Content by Subscriber and its Users not expressly permitted herein are prohibited.
- 1.2. **Access.** Discovery shall provide Subscriber access to the Services by the date identified in the Order Form. Access rights granted to Subscriber shall be limited to those access rights necessary to use the intended functionality of the Services. Discovery reserves the right to restrict or prevent access to activities or suspected activities that involve security breaches, hacking, distributed denial of service attacks, or uploading a virus, Trojan horse, time bomb, unauthorized application, or any other harmful form of programming or vandalism.
- 1.3. **Access to Career Connect.** If included in Subscriber’s Order Form, Subscriber’s educator Users may have access to Career Connect, which is a platform that enables educators to connect with volunteer speakers for virtual presentations. Career Connect is subject to additional user-specific Terms of Use, which govern the behavior and responsibilities of educators and volunteers on the platform. During the Term, Subscriber, at its sole discretion, may cause access to Career Connect to be enabled or disabled.
- 1.4. **Permitted and Prohibited Uses.**
  - a. **Use for Educational, Non-Commercial Purposes Only.** Subscriber and its Users may use the Service(s) and the Content for bona fide educational and research purposes only. For avoidance of doubt, Subscriber and its Users shall not use or access such Service(s) or Content for any commercial, for-profit, or non-instructional purposes, including but not limited to, user testing, product evaluation, or product reviews on behalf of non-Subscribers or third parties. Discovery reserves the right, in its sole and absolute discretion, to limit Subscriber’s and/or any Users’ use of the Service(s) in the event that Discovery, in its sole and absolute discretion, deems Subscriber’s and/or such Users’ use thereof to be inconsistent with these Standard Terms.
  - b. **Downloading of Content.** Users may download Content for noncommercial instructional use, including for lesson plans, copies of (i) images and (ii) videos and video clips designated on the website as downloadable. All copies must be deleted or erased after use or expiration of the Term, whichever occurs first. Such downloading shall be for individual User convenience only, and Users may not (1) systematically download any of the Content, (2) create distribution “libraries”, or (3) transfer, sell, rent, display, or exhibit any of the Content to any third party other than Users.
  - c. **Editing Content.** Users may edit videos and video clips that are designated on the Service(s) as editable, solely in connection with classroom or other school-related projects. Such videos and video clips, as edited by User, as well as any work containing User-edited

videos or video clips, may not contain any libelous or unlawful materials or content or any commercial advertising materials, will not infringe upon any party’s proprietary rights, including but not limited to statutory or common-law copyright, trademark and right of privacy, and may not violate any law, regulation or right of any kind whatsoever or give rise to any actionable claim or liability. Under no circumstances may a User convert the Content from digital to analog format, such as by recording a video clip onto a DVD. Violation of this Section 1.4(c) may constitute copyright infringement. User must maintain all copyright, trademark and proprietary notices included with, attached to or embedded in all editable videos and video clips without modification, obstruction or deletion. The Content may include certain ancillary educational materials, such as student activity sheets, blackline masters and teacher’s guides (“**Ancillary Materials**”). User may modify, alter and revise the Ancillary Materials to meet specific instructional needs, provided that the following statement is prominently displayed on all such revised Ancillary Materials, in addition to any other proprietary notices, and with the understanding that Discovery or its content provider shall continue to own the Ancillary Materials: “Revised with the permission of Discovery. Discovery and its content providers are not responsible for the content or accuracy of the revision.”

d. **Dissemination of Content.** In the course of using any Content as permitted hereunder, Subscriber and its Users may not make the Content, or any part thereof, available to any party who is not a Subscriber or a User, except as permitted herein. Subscriber and its Users must ensure that the Content is at all times kept on a secure server, viewable only by Subscribers and/or its Users. If Subscriber wishes to use a third party to host the Content, Subscriber shall notify Discovery, and Discovery shall have the right to approve the use of such host in advance, in writing, and to approve the terms of agreement between such host and Subscriber. Notwithstanding the foregoing, if Subscriber chooses to use a third party host, Discovery disclaims all liability to Subscriber in connection with such third party host, and Discovery shall have no responsibility to Subscriber or any User to ensure that such third party host maintains its service. In addition, any Subscriber or User using the Local Host support option must use the Service(s), rather than a local directory, to search for and access the Content.

e. **Prohibited Uses.** Except as expressly set forth herein, neither Subscriber nor the Users may (i) copy, reproduce, alter, modify, transmit, perform, create derivative works of, publish, sub-license, resell or allow resale through a third-party, distribute, or circulate the Service(s), the Content, or any portion thereof; (ii) disassemble, decompile, or reverse engineer the Service(s) or any portion thereof, or use a robot, spider, or any similar device to copy or catalog the Content or any portion thereof; (iii) take any actions, whether intentional or unintentional, that may circumvent, disable, damage or impair the Service(s)’s or the Content’s control or security systems, nor allow or assist a third party to do so; or (iv) use the Content in a manner that disparages the Service(s), the Content or Discovery or its content providers, or in any manner that Discovery may, in its sole discretion, deem inappropriate. Subscriber and the Users acknowledge and agree that the Service(s) and the Content possess a special, unique and extraordinary character that makes difficult the assessment of the monetary damages that would be sustained as a result of unauthorized use, and that unauthorized use may cause immediate and irreparable damage to Discovery for which Discovery would not have an adequate remedy at law. Therefore, Subscriber agrees that, in the event of such



unauthorized use, in addition to such other legal and equitable rights and remedies as may be available to Discovery, Discovery shall be entitled to seek injunctive and other equitable relief without the necessity of proving damages or furnishing a bond or other security.

f. **Credentials.** Each User shall have a valid username, password, passcode, and in certain circumstances, IP authentication, for the purpose of accessing the Service(s) and the Content (the “Log-In Information”). Subscriber and its Users must keep all Log-In Information strictly confidential, and all Log-In Information may be used only by the assigned User. Subscriber and its Users are responsible for maintaining the security and confidentiality of all Log-In Information, and for preventing access to the Service(s) and/or the Content by unauthorized persons using a User’s Log-In Information. Unauthorized access to or use of the Service(s) and/or the Content by someone using a User’s Log-In information may be attributed to such User and is prohibited by these Standard Terms. Subscriber acknowledges that Discovery may require access to Subscriber’s systems in order to perform single sign-on integration services to facilitate User access to the Service(s) and Content. Subscriber hereby grants to Discovery a limited license to access such systems.

g. **Join Activity via an Access Code.** Authorized educator Users may provide an alphanumeric access code or URL link generated by the Services to their student Users to join a lesson, activity, or assessment as an alternative to the student Users accessing a lesson, activity, or assessment via the student User’s Log-In Information. Subscriber and its authorized educator Users shall ensure all participants who access the lesson, activity, or assessment via the access Code or URL are authorized student Users. Subscriber and its authorized educator Users shall promptly remove any unauthorized participants from the lesson, activity, or assessment.

h. **Audits.** Discovery shall have the right to audit Subscriber and each User’s use of the Services at any time. Any such audit may include, but is not limited to, Discovery’s examination of the number of Users using the Services, details of log-in attempts and use of the Log-In Information. Subscriber shall be required to disclose to Discovery any information requested in connection with any such audit no later than two (2) business days following such request.

#### 1.5. Subscriber Changes.

a. **Licensed School Substitution.** In the event that Subscriber wishes to remove a Licensed School and replace it with another school, such that the total number of Licensed Schools under the respective Order Form is not affected, Subscriber may submit a written request to [DECommercialOpsTeam@Discoveryed.com](mailto:DECommercialOpsTeam@Discoveryed.com), setting forth (i) the name and address of the applicable school(s), (ii) the grade level of such school(s), (iii) the number of students enrolled in each school, if the Service includes student access, and (iv) the date the Subscriber wishes the substitution to take effect (each, a “School Substitution Request”). No School Substitution Request shall become effective until and unless Discovery formally approves such request via email or written notification to Subscriber. Any fees that result from such request shall be equal to the Fees, as assessed on a pro rata basis.

b. **Additional Licenses.** In the event that Subscriber wishes to add additional user licenses with respect to the Services to be provided under an Order Form (each, an “Additional License”), Subscriber may submit a written request to [DECommercialOpsTeam@Discoveryed.com](mailto:DECommercialOpsTeam@Discoveryed.com), setting forth (i) the amount of additional licenses and (ii) the date on which such licenses will be activated (each, an “Additional License Request”). No Additional License Request shall become effective until and unless Discovery submits to Subscriber an updated Order Form with the information contained in the Additional License Request and any changes to the Fees.

#### c. District Add School Language

If Subscriber is a school district, Subscriber may add schools in such district to this Agreement by written notice to Discovery, setting forth the name and address of the applicable school, the grade level of such schools, the number of students enrolled in each school, and the commencement date of the term for such schools (each, a “School Notice,” and which may be submitted in the form of a purchase order). Upon receipt of a School Notice, the schools referenced therein shall be

added to this Agreement and their Licenses shall become effective. Fees for additional schools will be prorated, based upon the number of months in the term of the License for such additional school. The Fees for the additional schools shall be due and payable no later than thirty (30) days after the commencement date. Notwithstanding anything to the contrary set forth herein, the foregoing shall not apply to any Subscriber that is a school, rather than a district.

d. **Purchase Order.** DE may reject a purchase order in its sole and absolute discretion. Purchase orders accepted by Discovery Education are subject to and governed by these Standard Terms. Discovery shall only accept a purchase order if the Subscriber has agreed to these Standard Terms and the purchase order includes, but is not limited to, the following details: total Fees, product description, product quantity, and the Term. Discovery reserves the right to negotiate any legal terms listed in a purchase order.

## 2. PROPRIETARY RIGHTS

2.1. **Discovery Property.** As between Subscriber, the Users, and Discovery, the Service(s) and the Content are the property of Discovery and are protected by United States and international copyright and trademark law. By using the Service(s) and the Content, even as permitted hereunder, neither Subscriber nor any of its Users gain any ownership interest in the Service(s) or the Content.

2.2. **DMCA Notice and Takedown Policy.** It is our policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 (the “DMCA”), or similar regulations. If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Products and Services, please notify our copyright agent as set forth in the DMCA, or applicable regulation. For your complaint to be valid under the DMCA, it must contain all the elements provided in 17 USC §512(c)(3) and be submitted to the following DMCA Agent:

- Discovery Education, Inc.
- DMCA Notice, Legal Department
- 4350 Congress Street, Suite 700, Charlotte, NC 28209
- Email: [legal@discoveryed.com](mailto:legal@discoveryed.com)

## 3. DATA PRIVACY AND SECURITY.

3.1. When providing the Services (except in the case of the platform known as “Career Connect”), Discovery will process Personal Data or Personal Information, as such term is defined in the applicable Data Protection Addendum (the “DPA”) located at [www.discoveryeducation.com/Data-Protection-Addendum](http://www.discoveryeducation.com/Data-Protection-Addendum) or <https://www.discoveryeducation.com/legal/dpa/career-connect> in the case of providing Services for the platform known as Career Connect, in accordance with the provisions of the applicable DPA. The applicable DPA is hereby incorporated and made a part of these Standard Terms.

3.2. In engaging the Subscriber, Discovery will process information which identifies individuals acting on behalf of the Subscriber (including employees) including in connection with opening the account, maintaining the relationship and/or sending marketing materials. Discovery will process this personal data in accordance with applicable data protection laws and its applicable privacy policies.

3.3. **User Data Statewide Subscriptions.** This section applies to the extent the Subscriber is a state department of education (the “State DOE”) or similar entity that is subscribing to the Services (including Professional Development) for the benefit of schools and/or school districts within such state. or similar entity that is not a school or school district. Subscriber authorizes Discovery to disclose to the school and the school district with which the authorized Users of the Services are affiliated, reports of authorized Users’ engagement data, including but not limited to usage statistics of the Services, webinars and/or Professional Development by authorized Users.

3.4 Subscriber authorizes Discovery Education to use the de-identified data to ensure the availability and integrity of the operation of Discovery’s services. Furthermore, Subscriber permits Discovery Education to use de-identified and aggregate usage data of Discovery’s services for internal and external reporting, marketing (i.e., the inclusion of total number of Discovery Education Experience platform users in Discovery’s marketing materials), research and





development, and for other analytics, marketing, and research purposes.

#### 4. FEES AND TAXES

4.1. **Fees.** Subscriber shall pay Discovery the fees in the amounts specified in the Order Form (the “Fees”). Upon Subscriber’s acceptance of the Order Form, Subscriber shall submit to Discovery the executed Order Form and Discovery shall issue Subscriber an invoice for the applicable Fees. In the event that Subscriber elects to pay such Fees with a credit card, Discovery shall have the right to charge Subscriber a convenience fee. Subscriber shall pay the Fees within 30 days of Discovery’s invoice. Failure to pay the Fees in accordance with the Standard Terms shall constitute a material breach by Subscriber. The fees for any Renewal Term shall be at Discovery’s then current, applicable rates, as provided by Discovery and in accordance with applicable law. All fees paid by Subscriber are final and non-refundable.

4.2. **Taxes.** Subscriber certifies that Subscriber is exempt from all federal, state, and local taxes and will furnish Discovery with copies of all relevant certificates demonstrating such tax-exempt status upon request. In the event Subscriber is not exempt from certain of such taxes, Subscriber agrees to remit payment for such taxes to Discovery.

#### 5. TERM AND TERMINATION

5.1. **Term.** The term (“Initial Term”) is defined in the applicable Order Form referencing the Standard Terms. Thereafter and in accordance with applicable law, the Term shall automatically renew for additional periods in increments of the Initial Term (“Renewal Term(s)”, collectively with the Initial Term, the “Term”) until terminated by either party by giving written notice ninety (90) days prior to the expiration of any Renewal Term. The Fees for the Renewal Term shall be as set forth in Section 4.1 herein.

5.2. **Termination for Breach.** In the event that Subscriber or its Users breach any term of the Standard Terms, and such breach is not cured within 10 days after receipt of notice thereof from Discovery, Discovery may terminate the Order Form or Standard Terms in whole or in part immediately upon written notice to Subscriber.

5.3. **Termination for Bankruptcy.** Either party may terminate the Standard Terms immediately if any of the following events occur affecting the other party: (a) voluntary bankruptcy or application for bankruptcy; (b) involuntary bankruptcy or application for bankruptcy not discharged within 60 days; (c) appointment of receiver or trustee in bankruptcy for all or a portion of the other party’s assets; or (d) an assignment for the benefit of creditors.

5.4. **Termination due to Overlap.** Discovery may offer a pro-rated credit (the “Credit”) to Subscriber to purchase additional services offered by Discovery, if the following conditions are met: (i) Subscriber’s State DOE purchases Services for Subscriber that Subscriber has already purchased, (ii) there is an overlap in the Term of the Services purchased by the State DOE and the Subscriber’s Initial Term or renewal Term, and (iii) the State DOE Purchases an equal or greater number of licenses to the Licenses purchased by Subscriber. Discovery reserves the right to restrict the services for which a credit can be used, revoke the credit entirely, or add an expiration date for use of the credit by Subscriber.

5.5. **Effect of Termination.** Upon expiration or termination of the Standard Terms, all rights granted herein shall revert to Discovery; all access to and use of the Service(s) and the Content by Subscriber and its Users must cease; and all materials downloaded from the Service(s) by Subscriber or any Users must be erased, deleted, or destroyed.

5.6. **Additional Services.** In the event that Discovery and Subscriber agree that Subscriber may license any Services that are not listed on the applicable Order Form (each, an “Additional Service”), Subscriber shall submit a purchase order to Discovery

memorializing such agreement. Please refer to Section 1.5(d) for additional details regarding Purchase Orders. Subscriber’s use of and access to any such Additional Service shall be subject to all of the terms and conditions set forth in these Standard Terms.

#### 6. GENERAL WARRANTIES

6.1. **Discovery Warranties.** Discovery represents and warrants that it has full power and authority to enter into the Standard Terms.

6.2. **Subscriber Warranties.** Subscriber represents and warrants that (i) it has full power and authority to enter into the Standard Terms and has received all parental and other permissions required to permit Discovery to obtain and retain information (including personal information) from Users; (ii) only Subscriber or its Users shall access the Service(s) and the Content; (iii) Subscriber and its Users will at all times use the Service(s) and the Content only as expressly permitted by the Standard Terms; (iv) in the event that Subscriber requests that Discovery customize the Service(s) interface with Subscriber’s trade name, trademarks or logos, and/or digitize and/or encode and/or host any of Subscriber’s content on the Content and/or the Service(s), Discovery has the right to so use and exploit any and all such trade names, trademarks, logos and content, including without limitation any and all underlying elements (the “Subscriber IP”); and (v) the Subscriber IP, any content, materials, and/or information contributed by Users, and any revisions to the Content by Users does not and will not contain any libelous, unlawful or infringing materials or content, will not infringe upon any party’s proprietary rights, including without limitation statutory or common-law copyright, trademark and right of privacy, and will not violate any law, regulation or right of any kind whatsoever or give rise to any actionable claim or liability.

6.3. **Disclaimer of Warranty.** THE SERVICES AND CONTENT ARE PROVIDED AS IS, AND ALL WARRANTIES OF ANY KIND, PAST OR PRESENT, WHETHER STATUTORY, COMMON-LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY AND, EXCEPT AS MAY BE OTHERWISE STATED IN THESE STANDARD TERMS, NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. DISCOVERY DOES NOT GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR ACCURACY OF THE WEBSITE OR THE CONTENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DISCOVERY EDUCATION OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF DISCOVERY’S OBLIGATIONS HEREUNDER, AND SUBSCRIBER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

7. **Release.** TO THE EXTENT PERMITTED BY LAW, SUBSCRIBER AND ITS USERS RELEASE AND WAIVE ALL CLAIMS (WHETHER KNOWN OR UNKNOWN) AGAINST DISCOVERY, ITS PARENT, SUBSIDIARIES, AFFILIATED COMPANIES, AGENTS OR CONTENT PROVIDERS, AND THE DIRECTORS, TRUSTEES, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF EACH OF THE FOREGOING, FROM ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES ARISING OUT OF USER’S USE OF THE SERVICE(S) AND THE CONTENT. CALIFORNIA RESIDENTS WAIVE ANY RIGHTS THEY MAY HAVE UNDER SEC.1542 OF THE CALIFORNIA CIVIL CODE, WHICH READS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

8. **Indemnity.** TO THE EXTENT PERMITTED BY LAW, SUBSCRIBER AND ITS USERS SHALL DEFEND, INDEMNIFY AND HOLD DISCOVERY, ITS PARENT, SUBSIDIARIES,



AFFILIATED COMPANIES, AGENTS OR CONTENT PROVIDERS, AND THE DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF EACH OF THE FOREGOING, HARMLESS AGAINST AND FROM ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES ARISING OUT OF ANY VIOLATION BY SUBSCRIBER AND/OR ITS USERS OF THESE STANDARD TERMS, ANY DOWNLOADING OF THE CONTENT, ANY MODIFICATION OR EDIT MADE TO ANY PORTION OF THE CONTENT, AND THE USE OF ANY PORTION OF THE CONTENT WITH PRODUCTS OR SERVICES NOT SUPPLIED BY DISCOVERY.

## 9. LIMITATIONS OF LIABILITY

9.1. **Consequential damages exclusion.** IN NO EVENT SHALL DISCOVERY BE LIABLE FOR ANY LOST DATA, LOST PROFITS, BUSINESS INTERRUPTION, REPLACEMENT SERVICE OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY.

9.2. **Aggregate Liability.** To the maximum extent permitted by law, in no event shall Discovery's aggregate liability with respect to any matters whatsoever arising under or in connection with the Standard Terms exceed the lesser of (i) total fees paid by Subscriber to Discovery under the Standard Terms within the twelve-month period prior to the date the cause of action giving rise to liability arose or (ii) \$100,000. The foregoing liability is cumulative with all payments for claims or damages in connection with the Standard Terms being aggregated to determine satisfaction of the limit.

## 10. CONFIDENTIALITY

10.1. Discovery understands that government entities, such as Subscriber, may be required to disclose information pursuant to applicable open records acts. Prior to any such disclosure, Subscriber shall make any claim of privilege that may be applicable to prevent such disclosure and will make reasonable efforts to give Discovery reasonable prior notice and a reasonable opportunity to resist such disclosure. In all other respects, all provisions of these Standard Terms and materials provided by Discovery which are designated as confidential or should reasonably be presumed to be treated as confidential ("**Confidential Information**") shall be kept strictly confidential by Subscriber and may not be disclosed without prior written consent, except for any disclosure required by any order of a court or governmental authority with jurisdiction over Subscriber.

10.2. Subscriber authorizes Discovery to include the following in Discovery's marketing materials, press releases, and sales materials as applicable: Subscriber's business relationship with Discovery, Subscriber's testimonials and quotes, Subscriber's logo, Subscriber's contact information for purposes of a business reference, and Subscriber's and User's anonymized testimonials gathered in webinars.

## 11. MISCELLANEOUS

11.1. **Changes.** Discovery reserves the right to change these Standard Terms (excluding the Order Form) from time to time. Such changes will become effective when Discovery posts the revised Standard Terms. Subscriber and Users should check the Standard Terms from time to time, as they are bound by the Standard posted on Discovery's website at the time of access. Any revised Standard Terms shall supersede all previous versions.

11.2. **Force Majeure.** Failure to perform by reason of any law, natural disaster, labor controversy, encumbered intellectual property right, war or any similar event beyond a party's reasonable control shall not be a breach hereof.

11.3. **Governing Law.** The Standard Terms shall be construed and enforced under the laws of the state of New York, USA without reference to the choice of law principles thereof. User hereby consents to and submits to the jurisdiction of the federal and state courts located in the State of New York. User waives any defenses based upon lack of personal jurisdiction or venue, or inconvenient

forum. If any provision herein is unenforceable, then such provision shall be of no effect on any other provision hereof.

11.4. **No waiver.** No waiver of any breach hereof shall be deemed a waiver of any other breach hereof.

11.5. **Survival.** All representations, warranties, and indemnities shall survive the expiration or prior termination of the Standard Terms.

11.6. Section headings are provided for convenience only and shall not be used to construe the meaning of any section hereof.

11.7. **Entire Agreement.** The Standard Terms contain the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein. The terms and conditions set forth herein shall not be binding on Discovery, or any of its affiliates, until fully executed by an authorized signatory for both Subscriber and Discovery (or its applicable affiliate). Signatures may be exchanged in counterparts. Signatures transmitted electronically by fax or PDF shall be binding and effective as original ink signatures.

11.8. **Assignment.** The rights and obligations of either party under the Standard Terms may not be transferred or assigned directly or indirectly without the prior written consent of the other party, except that Discovery may assign the Standard Terms without restriction to an entity that acquires substantially all of its stock, assets, or business. Except as otherwise expressly provided herein, the provisions hereof will inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties.

11.9. **Relationship of the Parties.** The parties are independent contractors and not joint venture partners or otherwise affiliated. Neither party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other party, whether express or implied, or to bind the other party in any respect whatsoever. There are no third-party beneficiaries to the Agreement.

11.10. **Professional Development Services.** Any content provided by Discovery during any Professional Development, including, but not limited to, instructional support and lesson development, in any format (the "**PD Content**") is the property of Discovery. Subscriber acknowledges that it does not gain any ownership interest in the PD Content by using the PD Content. In the event that any Professional Development services cannot be provided onsite for any reason that is beyond the control of either party, Discovery reserves the right to provide such services in a remote, virtual environment. Upon Subscriber's written notice to Discovery, Discovery shall record and transmit to Subscriber any virtual professional learning session that Discovery provides to Subscriber pursuant to the Order Form (each, a "**Product PD or Hourly PD Session**"). Subscriber shall have the right to distribute such Product PD Session recordings on Subscriber's intranet and/or learning management system only. Subscriber may access and download the PD Session recording for no more than seven (7) days after the PD Session takes place. If requested by Discovery, Subscriber shall promptly delete and remove all records of PD Sessions in its possession.

11.11. **Professional Development Session Cancellation.** Subscriber may cancel or reschedule a PD Session, in writing, up to 48 hours in advance of a scheduled PD Session. If the cancellation is received less than 48 hours prior to a scheduled PD Session, the Subscriber will be charged the full Fees. If the Subscriber has prepaid for the PD Session and they cancel less than 48 hours before it is scheduled, the PD Session will be marked in Subscriber's account as having been provided in full.

11.12. **Use of Artificial Intelligence Tools.** The Services may include tools that generate content using Artificial Intelligence (AI). If Subscriber opts in to use such tools, Subscriber agrees to comply with these Standard Terms, and all applicable laws, rules, regulations, and school policies. Subscriber is responsible for ensuring that (a) only authorized educator Users and administrators employed by Subscriber have access to and use of the AI tools, (b) no personally identifiable information is included in the content uploaded to the AI tools, and (c) that Subscriber holds the necessary rights to use the content uploaded within the AI tool. Discovery does not warrant that content created by AI tools will be error-free, suitable for classroom





use, or free from bias. Subscriber acknowledges that it is solely responsible for reviewing and verifying the suitability of AI-generated content before use.

- 11.13. **Mystery Science and Mystery Writing Membership.** Full, continuous access to the Mystery Science and Mystery Writing curriculum and lesson plans is only available with a paid membership. Limited access to the curriculum and lesson plans is available for free. Subscriber may purchase school or district memberships on a per site basis as indicated in the applicable Order Form, which entitles teachers and staff (each, a “**Member**”) at that site to create individual accounts which they may use to access the Services from anywhere on an unlimited number of devices. Purchase of a classroom membership entitles one teacher to create an account which they may use to access the Services for a single classroom. Memberships may not be reassigned, transferred, resold, or sublicensed without Discovery’s prior written consent. Subscriber acknowledges and agrees to ensure that Users sign up for their own accounts and agree to, and comply with, these Standard Terms when they access and use the Services.
- 11.14. **Trial Terms** In addition to all of the above Terms, where a Trial is permitted by applicable law and offered by Discovery, the following terms apply: (i) the Term for a Trial is defined in the applicable Order Form but shall be no longer than six (6) months, (ii) a Trial may be terminated by Discovery at any time, for any

reason, and without notice, (iii) Participation in a Trial shall not entitle a Trial Subscriber (a “Trial Subscriber”) to participation in future Trials or additional access to the Services outside a Trial, (iv) a Trial Subscriber will have the option to purchase the trialed Services after the Trial ends, (v) the Trial Subscriber may terminate the Trial at any time during the Trial without penalty, and (vi) by signing up to a Trial, Subscriber agrees to all applicable Terms as described in these Standard Terms.

- 11.15. **Physical Goods and Shipping.** Mystery Packs and hands-on activity Kits (“**Physical Goods**”) are shipped F.O.B origin. Subscriber is responsible for the shipping and handling Fee listed on the invoice and/or Order Form. All Fees paid by Subscriber for Physical Goods and shipping of the Physical Goods are final and non-refundable.
- 11.16. **Notices.** All notices and statements shall be in writing and sent by a reputable overnight service such as Federal Express to the address set forth below; provided that, notices that relate to Renewal Terms may be sent via email to the following email address:

Discovery Education, Inc.  
4350 Congress Street, Suite 700  
Charlotte, NC 28209  
Email: [DECommercialOpsTeam@discoveryed.com](mailto:DECommercialOpsTeam@discoveryed.com)



## STANDARD TERMS OF SERVICE AND LICENSE DISCOVERY EDUCATION, INC.

These Standard Terms of Service and License (the “**Standard Terms**”) are applicable to any Order Form or Storefront Quote (each, an “**Order Form**”) issued by Discovery Education, Inc. (“**Discovery**”) to the Entity listed in the Order Form (“**Subscriber**”) to provide access to the products and services identified therein (the “**Services**”) and to Subscriber’s use of the Services. Each Order Form shall be deemed to be part of these Standard Terms and subject to the terms and conditions set forth herein. The Standard Terms also govern Subscriber’s use of the Services during a trial or pilot period (the “**Trial**”), to the extent applicable. The Standard Terms supersede all other prior and contemporaneous agreements, negotiations, communications, or understandings, oral or written, with respect to the subject matter hereof. In no event shall the terms and conditions of any other purchase order or agreement to amend or modify the terms and conditions of these Standard Terms.

### RIGHTS OF ACCESS AND USE

- 1.1. **Grant of License.** Subject to the terms and conditions set forth herein, Discovery grants to Subscriber, and its authorized educators, students (except in the case of the product known as “**Mystery Science**” and “**Mystery Writing**”) and administrators employed by Subscriber or enrolled in Subscriber’s program, as listed in the Order Form (the “**Users**”), for the term of the applicable Order Form, a limited, non-exclusive, non- sublicensable, non- transferable and revocable license to access the Service(s), which as of November 2023 may include DreamBox Learning Services, and any and all content included therein (the “**Content**”), and to download, stream, and edit the Content pursuant to the terms and conditions set forth in the Standard Terms. Discovery may, in its sole discretion, make changes to the Services and/or the Content. All rights not expressly granted to Subscriber and its Users pursuant to the Standard Terms are reserved to Discovery, and all uses of the Content by Subscriber and its Users not expressly permitted herein are prohibited.
- 1.2. **Access.** Discovery shall provide Subscriber access to the Services by the date identified in the Order Form. Access rights granted to Subscriber shall be limited to those access rights necessary to use the intended functionality of the Services. Discovery reserves the right to restrict or prevent access to activities or suspected activities that involve security breaches, hacking, distributed denial of service attacks, or uploading a virus, Trojan horse, time bomb, unauthorized application, or any other harmful form of programming or vandalism.
- 1.3. **Access to Career Connect.** If included in Subscriber’s Order Form, Subscriber’s educator Users may have access to Career Connect, which is a platform that enables educators to connect with volunteer speakers for virtual presentations. Career Connect is subject to additional user-specific Terms of Use, which govern the behavior and responsibilities of educators and volunteers on the platform. During the Term, Subscriber, at its sole discretion, may cause access to Career Connect to be enabled or disabled.
- 1.4. **Permitted and Prohibited Uses.**
  - a. **Use for Educational, Non-Commercial Purposes Only.** Subscriber and its Users may use the Service(s) and the Content for bona fide educational and research purposes only. For avoidance of doubt, Subscriber and its Users shall not use or access such Service(s) or Content for any commercial, for-profit, or non-instructional purposes, including but not limited to, user testing, product evaluation, or product reviews on behalf of non-Subscribers or third parties. Discovery reserves the right, in its sole and absolute discretion, to limit Subscriber’s and/or any Users’ use of the Service(s) in the event that Discovery, in its sole and absolute discretion, deems Subscriber’s and/or such Users’ use thereof to be inconsistent with these Standard Terms.
  - b. **Downloading of Content.** Users may download Content for noncommercial instructional use, including for lesson plans, copies of (i) images and (ii) videos and video clips designated on the website as downloadable. All copies must be deleted or erased after use or expiration of the Term, whichever occurs first. Such downloading shall be for individual User convenience only, and Users may not (1) systematically download any of the Content, (2) create distribution “libraries”, or (3) transfer, sell, rent, display, or exhibit any of the Content to any third party other than Users.
  - c. **Editing Content.** Users may edit videos and video clips that are designated on the Service(s) as editable, solely in connection with classroom or other school-related projects. Such videos and video clips, as edited by User, as well as any work containing User-edited

videos or video clips, may not contain any libelous or unlawful materials or content or any commercial advertising materials, will not infringe upon any party’s proprietary rights, including but not limited to statutory or common-law copyright, trademark and right of privacy, and may not violate any law, regulation or right of any kind whatsoever or give rise to any actionable claim or liability. Under no circumstances may a User convert the Content from digital to analog format, such as by recording a video clip onto a DVD. Violation of this Section 1.4(c) may constitute copyright infringement. User must maintain all copyright, trademark and proprietary notices included with, attached to or embedded in all editable videos and video clips without modification, obstruction or deletion. The Content may include certain ancillary educational materials, such as student activity sheets, blackline masters and teacher’s guides (“**Ancillary Materials**”). User may modify, alter and revise the Ancillary Materials to meet specific instructional needs, provided that the following statement is prominently displayed on all such revised Ancillary Materials, in addition to any other proprietary notices, and with the understanding that Discovery or its content provider shall continue to own the Ancillary Materials: “Revised with the permission of Discovery. Discovery and its content providers are not responsible for the content or accuracy of the revision.”

d. **Dissemination of Content.** In the course of using any Content as permitted hereunder, Subscriber and its Users may not make the Content, or any part thereof, available to any party who is not a Subscriber or a User, except as permitted herein. Subscriber and its Users must ensure that the Content is at all times kept on a secure server, viewable only by Subscribers and/or its Users. If Subscriber wishes to use a third party to host the Content, Subscriber shall notify Discovery, and Discovery shall have the right to approve the use of such host in advance, in writing, and to approve the terms of agreement between such host and Subscriber. Notwithstanding the foregoing, if Subscriber chooses to use a third party host, Discovery disclaims all liability to Subscriber in connection with such third party host, and Discovery shall have no responsibility to Subscriber or any User to ensure that such third party host maintains its service. In addition, any Subscriber or User using the Local Host support option must use the Service(s), rather than a local directory, to search for and access the Content.

e. **Prohibited Uses.** Except as expressly set forth herein, neither Subscriber nor the Users may (i) copy, reproduce, alter, modify, transmit, perform, create derivative works of, publish, sub-license, resell or allow resale through a third-party, distribute, or circulate the Service(s), the Content, or any portion thereof; (ii) disassemble, decompile, or reverse engineer the Service(s) or any portion thereof, or use a robot, spider, or any similar device to copy or catalog the Content or any portion thereof; (iii) take any actions, whether intentional or unintentional, that may circumvent, disable, damage or impair the Service(s)’s or the Content’s control or security systems, nor allow or assist a third party to do so; or (iv) use the Content in a manner that disparages the Service(s), the Content or Discovery or its content providers, or in any manner that Discovery may, in its sole discretion, deem inappropriate. Subscriber and the Users acknowledge and agree that the Service(s) and the Content possess a special, unique and extraordinary character that makes difficult the assessment of the monetary damages that would be sustained as a result of unauthorized use, and that unauthorized use may cause immediate and irreparable damage to Discovery for which Discovery would not have an adequate remedy at law. Therefore, Subscriber agrees that, in the event of such





unauthorized use, in addition to such other legal and equitable rights and remedies as may be available to Discovery, Discovery shall be entitled to seek injunctive and other equitable relief without the necessity of proving damages or furnishing a bond or other security.

f. **Credentials.** Each User shall have a valid username, password, passcode, and in certain circumstances, IP authentication, for the purpose of accessing the Service(s) and the Content (the “Log-In Information”). Subscriber and its Users must keep all Log-In Information strictly confidential, and all Log-In Information may be used only by the assigned User. Subscriber and its Users are responsible for maintaining the security and confidentiality of all Log-In Information, and for preventing access to the Service(s) and/or the Content by unauthorized persons using a User’s Log-In Information. Unauthorized access to or use of the Service(s) and/or the Content by someone using a User’s Log-In information may be attributed to such User and is prohibited by these Standard Terms. Subscriber acknowledges that Discovery may require access to Subscriber’s systems in order to perform single sign-on integration services to facilitate User access to the Service(s) and Content. Subscriber hereby grants to Discovery a limited license to access such systems.

g. **Join Activity via an Access Code.** Authorized educator Users may provide an alphanumeric access code or URL link generated by the Services to their student Users to join a lesson, activity, or assessment as an alternative to the student Users accessing a lesson, activity, or assessment via the student User’s Log-In Information. Subscriber and its authorized educator Users shall ensure all participants who access the lesson, activity, or assessment via the access Code or URL are authorized student Users. Subscriber and its authorized educator Users shall promptly remove any unauthorized participants from the lesson, activity, or assessment.

h. **Audits.** Discovery shall have the right to audit Subscriber and each User’s use of the Services at any time. Any such audit may include, but is not limited to, Discovery’s examination of the number of Users using the Services, details of log-in attempts and use of the Log-In Information. Subscriber shall be required to disclose to Discovery any information requested in connection with any such audit no later than two (2) business days following such request.

#### 1.5. Subscriber Changes.

a. **Licensed School Substitution.** In the event that Subscriber wishes to remove a Licensed School and replace it with another school, such that the total number of Licensed Schools under the respective Order Form is not affected, Subscriber may submit a written request to [DECommercialOpsTeam@Discoveryed.com](mailto:DECommercialOpsTeam@Discoveryed.com), setting forth (i) the name and address of the applicable school(s), (ii) the grade level of such school(s), (iii) the number of students enrolled in each school, if the Service includes student access, and (iv) the date the Subscriber wishes the substitution to take effect (each, a “School Substitution Request”). No School Substitution Request shall become effective until and unless Discovery formally approves such request via email or written notification to Subscriber. Any fees that result from such request shall be equal to the Fees, as assessed on a pro rata basis.

b. **Additional Licenses.** In the event that Subscriber wishes to add additional user licenses with respect to the Services to be provided under an Order Form (each, an “Additional License”), Subscriber may submit a written request to [DECommercialOpsTeam@Discoveryed.com](mailto:DECommercialOpsTeam@Discoveryed.com), setting forth (i) the amount of additional licenses and (ii) the date on which such licenses will be activated (each, an “Additional License Request”). No Additional License Request shall become effective until and unless Discovery submits to Subscriber an updated Order Form with the information contained in the Additional License Request and any changes to the Fees.

#### c. District Add School Language

If Subscriber is a school district, Subscriber may add schools in such district to this Agreement by written notice to Discovery, setting forth the name and address of the applicable school, the grade level of such schools, the number of students enrolled in each school, and the commencement date of the term for such schools (each, a “School Notice,” and which may be submitted in the form of a purchase order). Upon receipt of a School Notice, the schools referenced therein shall be

added to this Agreement and their Licenses shall become effective. Fees for additional schools will be prorated, based upon the number of months in the term of the License for such additional school. The Fees for the additional schools shall be due and payable no later than thirty (30) days after the commencement date. Notwithstanding anything to the contrary set forth herein, the foregoing shall not apply to any Subscriber that is a school, rather than a district.

d. **Purchase Order.** DE may reject a purchase order in its sole and absolute discretion. Purchase orders accepted by Discovery Education are subject to and governed by these Standard Terms. Discovery shall only accept a purchase order if the Subscriber has agreed to these Standard Terms and the purchase order includes, but is not limited to, the following details: total Fees, product description, product quantity, and the Term. Discovery reserves the right to negotiate any legal terms listed in a purchase order.

## 2. PROPRIETARY RIGHTS

2.1. **Discovery Property.** As between Subscriber, the Users, and Discovery, the Service(s) and the Content are the property of Discovery and are protected by United States and international copyright and trademark law. By using the Service(s) and the Content, even as permitted hereunder, neither Subscriber nor any of its Users gain any ownership interest in the Service(s) or the Content.

2.2. **DMCA Notice and Takedown Policy.** It is our policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 (the “DMCA”), or similar regulations. If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Products and Services, please notify our copyright agent as set forth in the DMCA, or applicable regulation. For your complaint to be valid under the DMCA, it must contain all the elements provided in 17 USC §512(c)(3) and be submitted to the following DMCA Agent:

- Discovery Education, Inc.
- DMCA Notice, Legal Department
- 4350 Congress Street, Suite 700, Charlotte, NC 28209
- Email: [legal@discoveryed.com](mailto:legal@discoveryed.com)

## 3. DATA PRIVACY AND SECURITY.

3.1. When providing the Services (except in the case of the platform known as “Career Connect”), Discovery will process Personal Data or Personal Information, as such term is defined in the applicable Data Protection Addendum (the “DPA”) located at [www.discoveryeducation.com/Data-Protection-Addendum](http://www.discoveryeducation.com/Data-Protection-Addendum) or <https://www.discoveryeducation.com/legal/dpa/career-connect> in the case of providing Services for the platform known as Career Connect, in accordance with the provisions of the applicable DPA. The applicable DPA is hereby incorporated and made a part of these Standard Terms.

3.2. In engaging the Subscriber, Discovery will process information which identifies individuals acting on behalf of the Subscriber (including employees) including in connection with opening the account, maintaining the relationship and/or sending marketing materials. Discovery will process this personal data in accordance with applicable data protection laws and its applicable privacy policies.

3.3. **User Data Statewide Subscriptions.** This section applies to the extent the Subscriber is a state department of education (the “State DOE”) or similar entity that is subscribing to the Services (including Professional Development) for the benefit of schools and/or school districts within such state. or similar entity that is not a school or school district. Subscriber authorizes Discovery to disclose to the school and the school district with which the authorized Users of the Services are affiliated, reports of authorized Users’ engagement data, including but not limited to usage statistics of the Services, webinars and/or Professional Development by authorized Users.

3.4 Subscriber authorizes Discovery Education to use the de-identified data to ensure the availability and integrity of the operation of Discovery’s services. Furthermore, Subscriber permits Discovery Education to use de-identified and aggregate usage data of Discovery’s services for internal and external reporting, marketing (i.e., the inclusion of total number of Discovery Education Experience platform users in Discovery’s marketing materials), research and



development, and for other analytics, marketing, and research purposes.

#### 4. FEES AND TAXES

4.1. **Fees.** Subscriber shall pay Discovery the fees in the amounts specified in the Order Form (the “Fees”). Upon Subscriber’s acceptance of the Order Form, Subscriber shall submit to Discovery the executed Order Form and Discovery shall issue Subscriber an invoice for the applicable Fees. In the event that Subscriber elects to pay such Fees with a credit card, Discovery shall have the right to charge Subscriber a convenience fee. Subscriber shall pay the Fees within 30 days of Discovery’s invoice. Failure to pay the Fees in accordance with the Standard Terms shall constitute a material breach by Subscriber. The fees for any Renewal Term shall be at Discovery’s then current, applicable rates, as provided by Discovery and in accordance with applicable law. All fees paid by Subscriber are final and non-refundable.

4.2. **Taxes.** Subscriber certifies that Subscriber is exempt from all federal, state, and local taxes and will furnish Discovery with copies of all relevant certificates demonstrating such tax-exempt status upon request. In the event Subscriber is not exempt from certain of such taxes, Subscriber agrees to remit payment for such taxes to Discovery.

#### 5. TERM AND TERMINATION

5.1. **Term.** The term (“Initial Term”) is defined in the applicable Order Form referencing the Standard Terms. Thereafter and in accordance with applicable law, the Term shall automatically renew for additional periods in increments of the Initial Term (“Renewal Term(s)”, collectively with the Initial Term, the “Term”) until terminated by either party by giving written notice ninety (90) days prior to the expiration of any Renewal Term. The Fees for the Renewal Term shall be as set forth in Section 4.1 herein.

5.2. **Termination for Breach.** In the event that Subscriber or its Users breach any term of the Standard Terms, and such breach is not cured within 10 days after receipt of notice thereof from Discovery, Discovery may terminate the Order Form or Standard Terms in whole or in part immediately upon written notice to Subscriber.

5.3. **Termination for Bankruptcy.** Either party may terminate the Standard Terms immediately if any of the following events occur affecting the other party: (a) voluntary bankruptcy or application for bankruptcy; (b) involuntary bankruptcy or application for bankruptcy not discharged within 60 days; (c) appointment of receiver or trustee in bankruptcy for all or a portion of the other party’s assets; or (d) an assignment for the benefit of creditors.

5.4. **Termination due to Overlap.** Discovery may offer a pro-rated credit (the “Credit”) to Subscriber to purchase additional services offered by Discovery, if the following conditions are met: (i) Subscriber’s State DOE purchases Services for Subscriber that Subscriber has already purchased, (ii) there is an overlap in the Term of the Services purchased by the State DOE and the Subscriber’s Initial Term or renewal Term, and (iii) the State DOE Purchases an equal or greater number of licenses to the Licenses purchased by Subscriber. Discovery reserves the right to restrict the services for which a credit can be used, revoke the credit entirely, or add an expiration date for use of the credit by Subscriber.

5.5. **Effect of Termination.** Upon expiration or termination of the Standard Terms, all rights granted herein shall revert to Discovery; all access to and use of the Service(s) and the Content by Subscriber and its Users must cease; and all materials downloaded from the Service(s) by Subscriber or any Users must be erased, deleted, or destroyed.

5.6. **Additional Services.** In the event that Discovery and Subscriber agree that Subscriber may license any Services that are not listed on the applicable Order Form (each, an “Additional Service”), Subscriber shall submit a purchase order to Discovery

memorializing such agreement. Please refer to Section 1.5(d) for additional details regarding Purchase Orders. Subscriber’s use of and access to any such Additional Service shall be subject to all of the terms and conditions set forth in these Standard Terms.

#### 6. GENERAL WARRANTIES

6.1. **Discovery Warranties.** Discovery represents and warrants that it has full power and authority to enter into the Standard Terms.

6.2. **Subscriber Warranties.** Subscriber represents and warrants that (i) it has full power and authority to enter into the Standard Terms and has received all parental and other permissions required to permit Discovery to obtain and retain information (including personal information) from Users; (ii) only Subscriber or its Users shall access the Service(s) and the Content; (iii) Subscriber and its Users will at all times use the Service(s) and the Content only as expressly permitted by the Standard Terms; (iv) in the event that Subscriber requests that Discovery customize the Service(s) interface with Subscriber’s trade name, trademarks or logos, and/or digitize and/or encode and/or host any of Subscriber’s content on the Content and/or the Service(s), Discovery has the right to so use and exploit any and all such trade names, trademarks, logos and content, including without limitation any and all underlying elements (the “Subscriber IP”); and (v) the Subscriber IP, any content, materials, and/or information contributed by Users, and any revisions to the Content by Users does not and will not contain any libelous, unlawful or infringing materials or content, will not infringe upon any party’s proprietary rights, including without limitation statutory or common-law copyright, trademark and right of privacy, and will not violate any law, regulation or right of any kind whatsoever or give rise to any actionable claim or liability.

6.3. **Disclaimer of Warranty.** THE SERVICES AND CONTENT ARE PROVIDED AS IS, AND ALL WARRANTIES OF ANY KIND, PAST OR PRESENT, WHETHER STATUTORY, COMMON-LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY AND, EXCEPT AS MAY BE OTHERWISE STATED IN THESE STANDARD TERMS, NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. DISCOVERY DOES NOT GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR ACCURACY OF THE WEBSITE OR THE CONTENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DISCOVERY EDUCATION OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF DISCOVERY’S OBLIGATIONS HEREUNDER, AND SUBSCRIBER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

7. **Release.** TO THE EXTENT PERMITTED BY LAW, SUBSCRIBER AND ITS USERS RELEASE AND WAIVE ALL CLAIMS (WHETHER KNOWN OR UNKNOWN) AGAINST DISCOVERY, ITS PARENT, SUBSIDIARIES, AFFILIATED COMPANIES, AGENTS OR CONTENT PROVIDERS, AND THE DIRECTORS, TRUSTEES, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF EACH OF THE FOREGOING, FROM ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES ARISING OUT OF USER’S USE OF THE SERVICE(S) AND THE CONTENT. CALIFORNIA RESIDENTS WAIVE ANY RIGHTS THEY MAY HAVE UNDER SEC.1542 OF THE CALIFORNIA CIVIL CODE, WHICH READS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

8. **Indemnity.** TO THE EXTENT PERMITTED BY LAW, SUBSCRIBER AND ITS USERS SHALL DEFEND, INDEMNIFY AND HOLD DISCOVERY, ITS PARENT, SUBSIDIARIES,





AFFILIATED COMPANIES, AGENTS OR CONTENT PROVIDERS, AND THE DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF EACH OF THE FOREGOING, HARMLESS AGAINST AND FROM ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES ARISING OUT OF ANY VIOLATION BY SUBSCRIBER AND/OR ITS USERS OF THESE STANDARD TERMS, ANY DOWNLOADING OF THE CONTENT, ANY MODIFICATION OR EDIT MADE TO ANY PORTION OF THE CONTENT, AND THE USE OF ANY PORTION OF THE CONTENT WITH PRODUCTS OR SERVICES NOT SUPPLIED BY DISCOVERY.

## 9. LIMITATIONS OF LIABILITY

9.1. **Consequential damages exclusion.** IN NO EVENT SHALL DISCOVERY BE LIABLE FOR ANY LOST DATA, LOST PROFITS, BUSINESS INTERRUPTION, REPLACEMENT SERVICE OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY.

9.2. **Aggregate Liability.** To the maximum extent permitted by law, in no event shall Discovery's aggregate liability with respect to any matters whatsoever arising under or in connection with the Standard Terms exceed the lesser of (i) total fees paid by Subscriber to Discovery under the Standard Terms within the twelve-month period prior to the date the cause of action giving rise to liability arose or (ii) \$100,000. The foregoing liability is cumulative with all payments for claims or damages in connection with the Standard Terms being aggregated to determine satisfaction of the limit.

## 10. CONFIDENTIALITY

10.1. Discovery understands that government entities, such as Subscriber, may be required to disclose information pursuant to applicable open records acts. Prior to any such disclosure, Subscriber shall make any claim of privilege that may be applicable to prevent such disclosure and will make reasonable efforts to give Discovery reasonable prior notice and a reasonable opportunity to resist such disclosure. In all other respects, all provisions of these Standard Terms and materials provided by Discovery which are designated as confidential or should reasonably be presumed to be treated as confidential ("**Confidential Information**") shall be kept strictly confidential by Subscriber and may not be disclosed without prior written consent, except for any disclosure required by any order of a court or governmental authority with jurisdiction over Subscriber.

10.2. Subscriber authorizes Discovery to include the following in Discovery's marketing materials, press releases, and sales materials as applicable: Subscriber's business relationship with Discovery, Subscriber's testimonials and quotes, Subscriber's logo, Subscriber's contact information for purposes of a business reference, and Subscriber's and User's anonymized testimonials gathered in webinars.

## 11. MISCELLANEOUS

11.1. **Changes.** Discovery reserves the right to change these Standard Terms (excluding the Order Form) from time to time. Such changes will become effective when Discovery posts the revised Standard Terms. Subscriber and Users should check the Standard Terms from time to time, as they are bound by the Standard posted on Discovery's website at the time of access. Any revised Standard Terms shall supersede all previous versions.

11.2. **Force Majeure.** Failure to perform by reason of any law, natural disaster, labor controversy, encumbered intellectual property right, war or any similar event beyond a party's reasonable control shall not be a breach hereof.

11.3. **Governing Law.** The Standard Terms shall be construed and enforced under the laws of the state of New York, USA without reference to the choice of law principles thereof. User hereby consents to and submits to the jurisdiction of the federal and state courts located in the State of New York. User waives any defenses based upon lack of personal jurisdiction or venue, or inconvenient

forum. If any provision herein is unenforceable, then such provision shall be of no effect on any other provision hereof.

11.4. **No waiver.** No waiver of any breach hereof shall be deemed a waiver of any other breach hereof.

11.5. **Survival.** All representations, warranties, and indemnities shall survive the expiration or prior termination of the Standard Terms.

11.6. Section headings are provided for convenience only and shall not be used to construe the meaning of any section hereof.

11.7. **Entire Agreement.** The Standard Terms contain the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein. The terms and conditions set forth herein shall not be binding on Discovery, or any of its affiliates, until fully executed by an authorized signatory for both Subscriber and Discovery (or its applicable affiliate). Signatures may be exchanged in counterparts. Signatures transmitted electronically by fax or PDF shall be binding and effective as original ink signatures.

11.8. **Assignment.** The rights and obligations of either party under the Standard Terms may not be transferred or assigned directly or indirectly without the prior written consent of the other party, except that Discovery may assign the Standard Terms without restriction to an entity that acquires substantially all of its stock, assets, or business. Except as otherwise expressly provided herein, the provisions hereof will inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties.

11.9. **Relationship of the Parties.** The parties are independent contractors and not joint venture partners or otherwise affiliated. Neither party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other party, whether express or implied, or to bind the other party in any respect whatsoever. There are no third-party beneficiaries to the Agreement.

11.10. **Professional Development Services.** Any content provided by Discovery during any Professional Development, including, but not limited to, instructional support and lesson development, in any format (the "**PD Content**") is the property of Discovery. Subscriber acknowledges that it does not gain any ownership interest in the PD Content by using the PD Content. In the event that any Professional Development services cannot be provided onsite for any reason that is beyond the control of either party, Discovery reserves the right to provide such services in a remote, virtual environment. Upon Subscriber's written notice to Discovery, Discovery shall record and transmit to Subscriber any virtual professional learning session that Discovery provides to Subscriber pursuant to the Order Form (each, a "**Product PD or Hourly PD Session**"). Subscriber shall have the right to distribute such Product PD Session recordings on Subscriber's intranet and/or learning management system only. Subscriber may access and download the PD Session recording for no more than seven (7) days after the PD Session takes place. If requested by Discovery, Subscriber shall promptly delete and remove all records of PD Sessions in its possession.

11.11. **Professional Development Session Cancellation.** Subscriber may cancel or reschedule a PD Session, in writing, up to 48 hours in advance of a scheduled PD Session. If the cancellation is received less than 48 hours prior to a scheduled PD Session, the Subscriber will be charged the full Fees. If the Subscriber has prepaid for the PD Session and they cancel less than 48 hours before it is scheduled, the PD Session will be marked in Subscriber's account as having been provided in full.

11.12. **Use of Artificial Intelligence Tools.** The Services may include tools that generate content using Artificial Intelligence (AI). If Subscriber opts in to use such tools, Subscriber agrees to comply with these Standard Terms, and all applicable laws, rules, regulations, and school policies. Subscriber is responsible for ensuring that (a) only authorized educator Users and administrators employed by Subscriber have access to and use of the AI tools, (b) no personally identifiable information is included in the content uploaded to the AI tools, and (c) that Subscriber holds the necessary rights to use the content uploaded within the AI tool. Discovery does not warrant that content created by AI tools will be error-free, suitable for classroom



use, or free from bias. Subscriber acknowledges that it is solely responsible for reviewing and verifying the suitability of AI-generated content before use.

- 11.13. **Mystery Science and Mystery Writing Membership.** Full, continuous access to the Mystery Science and Mystery Writing curriculum and lesson plans is only available with a paid membership. Limited access to the curriculum and lesson plans is available for free. Subscriber may purchase school or district memberships on a per site basis as indicated in the applicable Order Form, which entitles teachers and staff (each, a “**Member**”) at that site to create individual accounts which they may use to access the Services from anywhere on an unlimited number of devices. Purchase of a classroom membership entitles one teacher to create an account which they may use to access the Services for a single classroom. Memberships may not be reassigned, transferred, resold, or sublicensed without Discovery’s prior written consent. Subscriber acknowledges and agrees to ensure that Users sign up for their own accounts and agree to, and comply with, these Standard Terms when they access and use the Services.
- 11.14. **Trial Terms** In addition to all of the above Terms, where a Trial is permitted by applicable law and offered by Discovery, the following terms apply: (i) the Term for a Trial is defined in the applicable Order Form but shall be no longer than six (6) months, (ii) a Trial may be terminated by Discovery at any time, for any

reason, and without notice, (iii) Participation in a Trial shall not entitle a Trial Subscriber (a “Trial Subscriber”) to participation in future Trials or additional access to the Services outside a Trial, (iv) a Trial Subscriber will have the option to purchase the trialed Services after the Trial ends, (v) the Trial Subscriber may terminate the Trial at any time during the Trial without penalty, and (vi) by signing up to a Trial, Subscriber agrees to all applicable Terms as described in these Standard Terms.

- 11.15. **Physical Goods and Shipping.** Mystery Packs and hands-on activity Kits (“**Physical Goods**”) are shipped F.O.B origin. Subscriber is responsible for the shipping and handling Fee listed on the invoice and/or Order Form. All Fees paid by Subscriber for Physical Goods and shipping of the Physical Goods are final and non-refundable.
- 11.16. **Notices.** All notices and statements shall be in writing and sent by a reputable overnight service such as Federal Express to the address set forth below; provided that, notices that relate to Renewal Terms may be sent via email to the following email address:

Discovery Education, Inc.  
 4350 Congress Street, Suite 700  
 Charlotte, NC 28209  
 Email: [DECommercialOpsTeam@discoveryed.com](mailto:DECommercialOpsTeam@discoveryed.com)

**EXHIBIT D**  
**NEGOTIATED MODIFICATIONS TO AGREEMENT DOCUMENTS FOR**  
**CONTRACT NO. 2795C**

These Negotiated Modifications are hereby incorporated into Contract No. 2795C (the “Contract”) for “Digital Content Solutions for K-12” as of the effective date of the Contract.

**WHEREAS**, the Contract expressly incorporates by reference the “Contract Documents,” which the Contract defines to include Request for Proposals No. 24-2795-12EMF, dated January 17, 2025 (the “RFP”).

**WHEREAS**, the County and Contractor desire to agree in writing to modify the final terms and conditions of the Contract.

**THEREFORE**, in consideration of the Recital set forth above and good and valuable consideration as set forth in the Contract, the parties agree that the Contract Documents are modified as follows as of the date of the Contract:

1. Sec.V. General Terms and Conditions – A. Annual Appropriations – shall be revised to read:  
The contract resulting from this procurement (“Contract”) shall be subject to annual appropriations by the Henrico County Board of Supervisors. Should the Board fail to appropriate funds for this Contract, the Contract shall be terminated when existing funds are exhausted. The Successful Offeror (“Successful Offeror” or “Contractor”) shall not be entitled to seek redress from the County or its elected officials, officers, agents, employees, or volunteers should the Board of Supervisors fail to make annual appropriations for the Contract. The County will notify the Contractor of such insufficient funds 30 days prior to the start of any fiscal year.
2. Sec.V. General Terms and Conditions – D. Compensation shall be revised to read:  
The Successful Offeror must submit a complete itemized invoice for services that are performed under the Contract. The County shall pay the Successful Offeror for satisfactory compliance with the Contract within thirty (30) days after receipt of a proper invoice.
3. Sec. V. General Terms and Conditions – F.1- Termination by County shall be revised to read:  
The County may terminate the Contract for cause ~~or for convenience~~.
4. Sec. V. General Terms and Conditions – F.2.a- Termination by County shall be revised to read:

If the Successful Offeror fails to materially perform the Contract, in whole or in part, the County shall give the Successful Offeror written notice of the default and the opportunity to cure it by a stated deadline of at least 30 days.

5. Sec. V. General Terms and Conditions – F.2.d – Termination by County shall be revised to read:  
 d. An equitable adjustment in the Contract price shall be made for unpaid services satisfactorily rendered and goods satisfactorily delivered before the date the Successful Offeror receives the notice of termination ~~minus the County's cost to complete the Successful Offeror's work.~~ The Successful Offeror shall not be entitled to payment for services rendered or goods delivered after the date the Successful Offeror receives the notice of termination or for reimbursement of any cost the Successful Offeror incurs after the date the Successful Offeror receives the notice of termination. ~~If the County's cost to complete the Successful Offeror's work exceeds the unpaid balance due to the Successful Offeror, the County will not owe the Successful Offeror any money; instead, the Successful Offeror shall pay to the County the difference between the unpaid balance due and the County's cost to complete the work.~~
6. Sec.V. General Terms and Conditions F.2.f – Termination for Cause– delete
7. Sec.V. General Terms and Conditions F.3-.a.b.c.d.e – Termination for Convenience – delete
8. Sec.V. General Terms and Conditions G.1 – Drug-Free Workplace to be Maintained by the Contractor (VA. Code §2.2-4312). – shall be revised to read:  
 During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
9. Sec.V. General Terms and Conditions – H.2 – Employment Discrimination by Contractor Prohibited – shall be revised to read:  
 The Contractor will include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.



10. Sec.V General Terms and Conditions – M - Assignment of Contract – shall be revised to read:

A contract shall not be assignable by the Successful Offeror in whole or in part without the written consent of the County, **provided however that Offeror may assign any or all rights and obligations contained herein without requiring consent, notice or other restriction to a subsidiary, parent company or a corporate affiliate under the same ownership and control as Seller or to an entity that acquires substantially all of its stock, assets, or business in the event of a sale or transfer of substantially all of its assets, merger, or change of control.**

11. Sec.V General Terms and Conditions -N – Indemnification – shall **be revised to** read:

The Successful Offeror agrees to indemnify, defend, and hold harmless the County (including Henrico County Public Schools), and the County’s officers, agents, and employees (“Indemnified Parties”) from any **third party** damages, liabilities, and costs, including **reasonable** attorneys’ fees, arising from any claims, demands, actions, or proceedings made or brought against one or more of the Indemnified Parties by any person, including any employee of the Successful Offeror, related to the provision of any services, the failure to provide any services, or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the sole negligence of the County.

12. Sec.V General Terms and Conditions – R. Ownership of Deliverable and Related Products – shall be revised to read:

1. The County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated **specifically and exclusively for the County** during the completion of this project (“Work Product”), including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights **as it pertains to Work Product**, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County. **For the sake of clarity, “Work Product” shall not include “Contractor Intellectual Property.” Contractor Intellectual Property shall mean Contractor’s underlying, pre-existing or other proprietary content, methodology, audio/visual materials, data, processes, text, print, images, writings, ideas, any educational video, interactive, web-based, print, audio, or still image media; any curricular guides, lesson plans, teacher guidance, or administrative tools; any underlying software, hardware, coding, or other technological programs or applications used to run, host, or maintain Contractor’s services; or any other trade secrets, trademark, artwork, logos, brands, symbols, or copyrights materials that are proprietary to Contractor.**

13. Sec.V. General Terms and Conditions – S.1 and 2 Record Retention and Audits- shall be revise to read:

1. The Successful Offeror shall retain, during the performance of the Contract and for a period of five years from the completion of the Contract, all records **directly and specifically** pertaining to the Successful Offeror's proposal and any Contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Successful Offeror's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; Contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the County **upon written request, and upon execution of an appropriate confidentiality agreement during the hours of the normal workday at the Contractor's principal place of business and no more than once per year.**
2. County personnel may perform in-progress and post-audits of the Successful Offeror's records as a result of a Contract awarded pursuant to this Request for Proposals. Files would be available **upon written request, and upon the execution of an appropriate confidentiality agreement, during the hours of the normal workday at the Contractor's principa place of business and no more than once per year on demand and without notice during normal working hours.**

14. Sec.V. General Terms and Conditions – V. Subcontracts – shall be revised to read:

No portion of the work shall be subcontracted without prior written consent of the County **other than individual independent contractors ("Professional Development Specialists") hired by the Contractor on a routine basis and directly managed, supervised, vetted, interviewed and provided with the standard level background check.** In the event that the Successful Offeror desires to subcontract some part of the work specified in the contract, the Successful Offeror shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Successful Offeror shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract.

15. Sec.V. General Terms and Conditions – DD. Contract Period – shall be revised to read:

2. The contract may be renewed for 4 additional one-year periods upon the sole discretion of the County ~~at a price not to exceed 3% above the previous year's prices unless written approval is given by the Purchasing Director.~~

16. Sec.V. General Terms and Conditions – HH.Direct Contact with Students Certification: - Shall be revised to read:

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 the solicitation of any such offense; or any crime of moral turpitude.

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

17. Sec. V. General Terms and Conditions – KK. Cooperative Procurement – delete

18. Attachment G: Sample Contract – Contract Term – See contract

19. Attachment G: Contract Documents – See contract

20. License Agreement Addendum – Item 3 Indemnity – shall be revised to read:

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 **third party claims**, damages, suits, actions, liabilities and costs ~~of any kind or nature~~, including **reasonable** 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, so long as such claim did not arise from the misuse of Contractor's content in violation of its standard terms of use, or use of the content together with any technology or methodology not provided by Contractor, by the School District, or any of its authorized users).

21. Data Privacy Agreement – Article II: Data Ownership and Authorized Access. – Item 3. Separate Account – shall be revised to read:

Provider shall, at the request of the Division, transfer Student Generated Content to a separate student account when required by the Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities, **however, such transfer shall only apply to pupil-generated content that is severable from the service.**

22. Data Privacy Agreement – Article IV: Duties of Provider – Item 5 – Disposition of Data – shall be revised to read:

Upon written request and in accordance with the applicable terms in subsections below, provider shall dispose or delete all division data obtained under this agreement when it is no longer needed for the purposes for which it was obtained. Disposition will include (1) the shredding of any hard copies of any Division data, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the service agreement authorizes provider to maintain Division data obtained under the service agreement beyond the time reasonably needed to complete the disposition. Upon request, provider shall provide written notification when the division data has been disposed. The duty to dispose of Division data shall not extend to data that has been de-identified or placed in a separate student account, pursuant to the terms of the agreement. The division may employ a request for return or deletion of Division data form, a copy of which is attached hereto as exhibit D. Upon receipt of a request from the division, the provider will immediately provide the division with any specified portion of the division data within ten (10) calendar days of the receipt of said request.

23. Data Privacy Agreement – Article IV: Duties of Provider – Item 5.b – Complete Disposal upon Termination of Service Agreement – shall be revised to read:

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

24. Data Privacy Agreement – Article V: Data Provision – Item 1.g Subprocessors Bound - shall be revised to read:

Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Division Data in a manner consistent with the terms of this Article V. ~~Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this article.~~



25. Data Privacy Agreement – Article V: Data Provision – Item 2.a.f and g. Unauthorized Access or Data Breach – shall be revised to read:

- a. provide ~~immediate~~ prompt notification to the Division upon verification of the incident and allow the Division or its authorized representatives to fully participate in the investigation of the incident.
- f. Provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by Division. If Division requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsection (b) and (c) above. If requested by Division, Provider shall reimburse Division for Costs incurred to notify parents/families of breach ~~not originating from Divisions' use of the Service~~ caused in whole or in part by Provider or Provider's subcontractors.
- g. the Provider shall indemnify and hold harmless the Division from and against ~~any~~ **reasonable third party** loss, claim, costs (including reasonable attorneys' fees) or damages ~~of any nature~~ arising from or in connection with the breach caused solely and completely by the Provider or any of its officers, directors, employees, agents or representatives of the obligations of the Provider's or its Authorized Representatives under this provision or under a Confidentiality Agreement, as the case may be.

By signing the Contract, the parties thereto have approved these Negotiated Modifications.

**Falcone, Eileen**

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**From:** AnnMarie Oakley <AOakley@discoveryed.com>  
**Sent:** Tuesday, April 1, 2025 1:18 PM  
**To:** Falcone, Eileen  
**Subject:** Fw: RFP 24-2795-12EMF Digital Content  
**Attachments:** Discover Ed.docx; Cost Proposal from Discovery Education response to RFP No. 24-2795-12EMF.pdf; DE-DBL-Standard-Terms-of-Service-Final-1.8.25.pdf

Hi Eileen here are the documents.

AnnMarie Oakley  
Senior Manager, Education Partnerships  
757-367-9068  
www.discoveryeducation.com

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**From:** Collin Odell <COdell@discoveryed.com>  
**Sent:** Friday, March 28, 2025 3:37:42 PM  
**To:** AnnMarie Oakley <AOakley@discoveryed.com>; Jeannine DePaul <JDePaul@discoveryed.com>  
**Cc:** Tracy Hartnett <THartnett@discoveryed.com>  
**Subject:** Re: RFP 24-2795-12EMF Digital Content

Hi AnnMarie!

Here are the answers to Henrico's questions. I've also attached the Standard Terms of Service and the pricing we submitted. For the BAFO, I don't believe we can change the price of Virginia Science Experience.

Thanks!  
Collin

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**From:** AnnMarie Oakley <AOakley@discoveryed.com>  
**Sent:** Friday, March 28, 2025 2:42 PM  
**To:** Collin Odell <COdell@discoveryed.com>; Jeannine DePaul <JDePaul@discoveryed.com>  
**Cc:** Tracy Hartnett <THartnett@discoveryed.com>  
**Subject:** Fw: RFP 24-2795-12EMF Digital Content

I acknowledged receipt of the email. Please see attached for next steps.

AnnMarie Oakley  
Senior Manager, Education Partnerships  
757-367-9068  
www.discoveryeducation.com

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**From:** Falcone, Eileen <fal51@henrico.gov>  
**Sent:** Friday, March 28, 2025 2:37 PM

**To:** AnnMarie Oakley <AOakley@discoveryed.com>

**Subject:** RFP 24-2795-12EMF Digital Content

Good afternoon

Please see the attached letter regarding additional information and pricing requested. Be sure to submit this information by the due date listed on the letter.

Thank you

**PLEASE ACKNOWLEDGE RECEIPT OF THIS EMAIL**

***Eileen M. Falcone, CPPB***

*Purchasing Manager*

*804-501-5637*

*County of Henrico*

*Division of Purchasing*

*PO Box 90775*

*8600 Staples Mill Road*

*Henrico, VA 23273-0775*



COMMONWEALTH OF VIRGINIA  
**County of Henrico**

DEPARTMENT OF FINANCE  
Purchasing Division

March 28, 2025

AnnMarie Oakley  
Discovery Education, Inc.  
4350 Congress Street  
Charlotte, NC 28209  
[AOakley@discoveryed.com](mailto:AOakley@discoveryed.com)

RE: RFP 24-2795-12EMF – Digital Content Solutions K-12

Dear Ms. Oakley:

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. Responses to the attached questions for clarification.
2. Pricing – Submit your best and final pricing. This list shall be for pricing associated with the products being offered for this Request for Proposal

Please provide the above items by 5:00 p.m. on April 3, 2025. A response via email attachment is sufficient.

If you have any questions, please contact me at 804-501-5637 or [fal51@henrico.gov](mailto:fal51@henrico.gov)

Sincerely,

A handwritten signature in cursive script that reads "Eileen M. Falcone".

Eileen M. Falcone, CPPB  
Purchasing Manager

**RFP 24-2795-12EMF – Digital Content Solutions K-12**

**March 28, 2025**

**Offeror: Discovery Education**

1. Confirm that Clever is available for SSO and rostering for the products being offered in your proposal.

Yes, Clever is available for single-sign-on and rostering for all the proposed products.

**Discovery Education Experience, Virginia Science Experience, Social Studies Techbook, and Mystery Science**

Clever Secure Sync is available to automatically create, organize, and maintain teacher, student, and class roster data in Discovery Education. Clever Instant Login (SSO) allows teachers and students to access Discovery Education by simply clicking the Discovery Education icon in Clever. More information can be found at [Clever Secure Sync \(SSO and Rostering\) – Discovery Education Help Center](#)

**Pivot Interactives**

Pivot Interactives can be added as an application to Clever for single-sign-on and rostering. More information can be found at [Adding Pivot Interactives as an Application to Clever | Pivot Interactives Help Center](#)

**DreamBox Math**

DreamBox Math users may use automated rostering via Clever to integrate an SSO capability for their LMS. Once the district's LMS or SIS has integrated with Clever and DreamBox Learning has successfully pulled roster data from Clever, DreamBox Math will appear as an icon in the district's established SSO portal. More information can be found at [Clever: Overview & Setup Guides – DreamBox Learning](#)

2. What "End User License Agreement" (EULA) or "Terms of Use" are the end-users or the County required to agree to when using "K-5 Experience", "VA Science Techbook (K-5), or Pivots (6-12). Provide copies or a link to these.

Please see attached Discovery Education's Standard Terms of Service. If any of our standard terms are barriers to moving forward with an award, please do not hesitate to reach out to us so we can discuss specifics to reach consensus.



## STANDARD TERMS OF SERVICE AND LICENSE DISCOVERY EDUCATION, INC.

These Standard Terms of Service and License (the “**Standard Terms**”) are applicable to any Order Form or Storefront Quote (each, an “**Order Form**”) issued by Discovery Education, Inc. (“**Discovery**”) to the Entity listed in the Order Form (“**Subscriber**”) to provide access to the products and services identified therein (the “**Services**”) and to Subscriber’s use of the Services. Each Order Form shall be deemed to be part of these Standard Terms and subject to the terms and conditions set forth herein. The Standard Terms also govern Subscriber’s use of the Services during a trial or pilot period (the “**Trial**”), to the extent applicable. The Standard Terms supersede all other prior and contemporaneous agreements, negotiations, communications, or understandings, oral or written, with respect to the subject matter hereof. In no event shall the terms and conditions of any other purchase order or agreement to amend or modify the terms and conditions of these Standard Terms.

### RIGHTS OF ACCESS AND USE

- 1.1. **Grant of License.** Subject to the terms and conditions set forth herein, Discovery grants to Subscriber, and its authorized educators, students (except in the case of the product known as “**Mystery Science**” and “**Mystery Writing**”) and administrators employed by Subscriber or enrolled in Subscriber’s program, as listed in the Order Form (the “**Users**”), for the term of the applicable Order Form, a limited, non-exclusive, non- sublicensable, non- transferable and revocable license to access the Service(s), which as of November 2023 may include DreamBox Learning Services, and any and all content included therein (the “**Content**”), and to download, stream, and edit the Content pursuant to the terms and conditions set forth in the Standard Terms. Discovery may, in its sole discretion, make changes to the Services and/or the Content. All rights not expressly granted to Subscriber and its Users pursuant to the Standard Terms are reserved to Discovery, and all uses of the Content by Subscriber and its Users not expressly permitted herein are prohibited.
- 1.2. **Access.** Discovery shall provide Subscriber access to the Services by the date identified in the Order Form. Access rights granted to Subscriber shall be limited to those access rights necessary to use the intended functionality of the Services. Discovery reserves the right to restrict or prevent access to activities or suspected activities that involve security breaches, hacking, distributed denial of service attacks, or uploading a virus, Trojan horse, time bomb, unauthorized application, or any other harmful form of programming or vandalism.
- 1.3. **Access to Career Connect.** If included in Subscriber’s Order Form, Subscriber’s educator Users may have access to Career Connect, which is a platform that enables educators to connect with volunteer speakers for virtual presentations. Career Connect is subject to additional user-specific Terms of Use, which govern the behavior and responsibilities of educators and volunteers on the platform. During the Term, Subscriber, at its sole discretion, may cause access to Career Connect to be enabled or disabled.
- 1.4. **Permitted and Prohibited Uses.**
  - a. **Use for Educational, Non-Commercial Purposes Only.** Subscriber and its Users may use the Service(s) and the Content for bona fide educational and research purposes only. For avoidance of doubt, Subscriber and its Users shall not use or access such Service(s) or Content for any commercial, for-profit, or non-instructional purposes, including but not limited to, user testing, product evaluation, or product reviews on behalf of non-Subscribers or third parties. Discovery reserves the right, in its sole and absolute discretion, to limit Subscriber’s and/or any Users’ use of the Service(s) in the event that Discovery, in its sole and absolute discretion, deems Subscriber’s and/or such Users’ use thereof to be inconsistent with these Standard Terms.
  - b. **Downloading of Content.** Users may download Content for noncommercial instructional use, including for lesson plans, copies of (i) images and (ii) videos and video clips designated on the website as downloadable. All copies must be deleted or erased after use or expiration of the Term, whichever occurs first. Such downloading shall be for individual User convenience only, and Users may not (1) systematically download any of the Content, (2) create distribution “libraries”, or (3) transfer, sell, rent, display, or exhibit any of the Content to any third party other than Users.
  - c. **Editing Content.** Users may edit videos and video clips that are designated on the Service(s) as editable, solely in connection with classroom or other school-related projects. Such videos and video clips, as edited by User, as well as any work containing User-edited

videos or video clips, may not contain any libelous or unlawful materials or content or any commercial advertising materials, will not infringe upon any party’s proprietary rights, including but not limited to statutory or common-law copyright, trademark and right of privacy, and may not violate any law, regulation or right of any kind whatsoever or give rise to any actionable claim or liability. Under no circumstances may a User convert the Content from digital to analog format, such as by recording a video clip onto a DVD. Violation of this Section 1.4(c) may constitute copyright infringement. User must maintain all copyright, trademark and proprietary notices included with, attached to or embedded in all editable videos and video clips without modification, obstruction or deletion. The Content may include certain ancillary educational materials, such as student activity sheets, blackline masters and teacher’s guides (“**Ancillary Materials**”). User may modify, alter and revise the Ancillary Materials to meet specific instructional needs, provided that the following statement is prominently displayed on all such revised Ancillary Materials, in addition to any other proprietary notices, and with the understanding that Discovery or its content provider shall continue to own the Ancillary Materials: “Revised with the permission of Discovery. Discovery and its content providers are not responsible for the content or accuracy of the revision.”

d. **Dissemination of Content.** In the course of using any Content as permitted hereunder, Subscriber and its Users may not make the Content, or any part thereof, available to any party who is not a Subscriber or a User, except as permitted herein. Subscriber and its Users must ensure that the Content is at all times kept on a secure server, viewable only by Subscribers and/or its Users. If Subscriber wishes to use a third party to host the Content, Subscriber shall notify Discovery, and Discovery shall have the right to approve the use of such host in advance, in writing, and to approve the terms of agreement between such host and Subscriber. Notwithstanding the foregoing, if Subscriber chooses to use a third party host, Discovery disclaims all liability to Subscriber in connection with such third party host, and Discovery shall have no responsibility to Subscriber or any User to ensure that such third party host maintains its service. In addition, any Subscriber or User using the Local Host support option must use the Service(s), rather than a local directory, to search for and access the Content.

e. **Prohibited Uses.** Except as expressly set forth herein, neither Subscriber nor the Users may (i) copy, reproduce, alter, modify, transmit, perform, create derivative works of, publish, sub-license, resell or allow resale through a third-party, distribute, or circulate the Service(s), the Content, or any portion thereof; (ii) disassemble, decompile, or reverse engineer the Service(s) or any portion thereof, or use a robot, spider, or any similar device to copy or catalog the Content or any portion thereof; (iii) take any actions, whether intentional or unintentional, that may circumvent, disable, damage or impair the Service(s)’s or the Content’s control or security systems, nor allow or assist a third party to do so; or (iv) use the Content in a manner that disparages the Service(s), the Content or Discovery or its content providers, or in any manner that Discovery may, in its sole discretion, deem inappropriate. Subscriber and the Users acknowledge and agree that the Service(s) and the Content possess a special, unique and extraordinary character that makes difficult the assessment of the monetary damages that would be sustained as a result of unauthorized use, and that unauthorized use may cause immediate and irreparable damage to Discovery for which Discovery would not have an adequate remedy at law. Therefore, Subscriber agrees that, in the event of such





unauthorized use, in addition to such other legal and equitable rights and remedies as may be available to Discovery, Discovery shall be entitled to seek injunctive and other equitable relief without the necessity of proving damages or furnishing a bond or other security.

f. **Credentials.** Each User shall have a valid username, password, passcode, and in certain circumstances, IP authentication, for the purpose of accessing the Service(s) and the Content (the “**Log-In Information**”). Subscriber and its Users must keep all Log-In Information strictly confidential, and all Log-In Information may be used only by the assigned User. Subscriber and its Users are responsible for maintaining the security and confidentiality of all Log-In Information, and for preventing access to the Service(s) and/or the Content by unauthorized persons using a User’s Log-In Information. Unauthorized access to or use of the Service(s) and/or the Content by someone using a User’s Log-In information may be attributed to such User and is prohibited by these Standard Terms. Subscriber acknowledges that Discovery may require access to Subscriber’s systems in order to perform single sign-on integration services to facilitate User access to the Service(s) and Content. Subscriber hereby grants to Discovery a limited license to access such systems.

g. **Join Activity via an Access Code.** Authorized educator Users may provide an alphanumeric access code or URL link generated by the Services to their student Users to join a lesson, activity, or assessment as an alternative to the student Users accessing a lesson, activity, or assessment via the student User’s Log-In Information. Subscriber and its authorized educator Users shall ensure all participants who access the lesson, activity, or assessment via the access Code or URL are authorized student Users. Subscriber and its authorized educator Users shall promptly remove any unauthorized participants from the lesson, activity, or assessment.

h. **Audits.** Discovery shall have the right to audit Subscriber and each User’s use of the Services at any time. Any such audit may include, but is not limited to, Discovery’s examination of the number of Users using the Services, details of log-in attempts and use of the Log-In Information. Subscriber shall be required to disclose to Discovery any information requested in connection with any such audit no later than two (2) business days following such request.

#### 1.5. **Subscriber Changes.**

a. **Licensed School Substitution.** In the event that Subscriber wishes to remove a Licensed School and replace it with another school, such that the total number of Licensed Schools under the respective Order Form is not affected, Subscriber may submit a written request to [DECommercialOpsTeam@Discoveryed.com](mailto:DECommercialOpsTeam@Discoveryed.com), setting forth (i) the name and address of the applicable school(s), (ii) the grade level of such school(s), (iii) the number of students enrolled in each school, if the Service includes student access, and (iv) the date the Subscriber wishes the substitution to take effect (each, a “**School Substitution Request**”). No School Substitution Request shall become effective until and unless Discovery formally approves such request via email or written notification to Subscriber. Any fees that result from such request shall be equal to the Fees, as assessed on a pro rata basis.

b. **Additional Licenses.** In the event that Subscriber wishes to add additional user licenses with respect to the Services to be provided under an Order Form (each, an “**Additional License**”), Subscriber may submit a written request to [DECommercialOpsTeam@Discoveryed.com](mailto:DECommercialOpsTeam@Discoveryed.com), setting forth (i) the amount of additional licenses and (ii) the date on which such licenses will be activated (each, an “**Additional License Request**”). No Additional License Request shall become effective until and unless Discovery submits to Subscriber an updated Order Form with the information contained in the Additional License Request and any changes to the Fees.

#### c. **District Add School Language**

If Subscriber is a school district, Subscriber may add schools in such district to this Agreement by written notice to Discovery, setting forth the name and address of the applicable school, the grade level of such schools, the number of students enrolled in each school, and the commencement date of the term for such schools (each, a “**School Notice**,” and which may be submitted in the form of a purchase order). Upon receipt of a School Notice, the schools referenced therein shall be

added to this Agreement and their Licenses shall become effective. Fees for additional schools will be prorated, based upon the number of months in the term of the License for such additional school. The Fees for the additional schools shall be due and payable no later than thirty (30) days after the commencement date. Notwithstanding anything to the contrary set forth herein, the foregoing shall not apply to any Subscriber that is a school, rather than a district.

d. **Purchase Order.** DE may reject a purchase order in its sole and absolute discretion. Purchase orders accepted by Discovery Education are subject to and governed by these Standard Terms. Discovery shall only accept a purchase order if the Subscriber has agreed to these Standard Terms and the purchase order includes, but is not limited to, the following details: total Fees, product description, product quantity, and the Term. Discovery reserves the right to negotiate any legal terms listed in a purchase order.

## 2. **PROPRIETARY RIGHTS**

2.1. **Discovery Property.** As between Subscriber, the Users, and Discovery, the Service(s) and the Content are the property of Discovery and are protected by United States and international copyright and trademark law. By using the Service(s) and the Content, even as permitted hereunder, neither Subscriber nor any of its Users gain any ownership interest in the Service(s) or the Content.

2.2. **DMCA Notice and Takedown Policy.** It is our policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 (the “**DMCA**”), or similar regulations. If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Products and Services, please notify our copyright agent as set forth in the DMCA, or applicable regulation. For your complaint to be valid under the DMCA, it must contain all the elements provided in 17 USC §512(c)(3) and be submitted to the following DMCA Agent:

- Discovery Education, Inc.
- DMCA Notice, Legal Department
- 4350 Congress Street, Suite 700, Charlotte, NC 28209
- Email: [legal@discoveryed.com](mailto:legal@discoveryed.com)

## 3. **DATA PRIVACY AND SECURITY.**

3.1. When providing the Services (except in the case of the platform known as “**Career Connect**”), Discovery will process Personal Data or Personal Information, as such term is defined in the applicable Data Protection Addendum (the “**DPA**”) located at [www.discoveryeducation.com/Data-Protection-Addendum](http://www.discoveryeducation.com/Data-Protection-Addendum) or <https://www.discoveryeducation.com/legal/dpa/career-connect> in the case of providing Services for the platform known as Career Connect, in accordance with the provisions of the applicable DPA. The applicable DPA is hereby incorporated and made a part of these Standard Terms.

3.2. In engaging the Subscriber, Discovery will process information which identifies individuals acting on behalf of the Subscriber (including employees) including in connection with opening the account, maintaining the relationship and/or sending marketing materials. Discovery will process this personal data in accordance with applicable data protection laws and its applicable privacy policies.

3.3. **User Data Statewide Subscriptions.** This section applies to the extent the Subscriber is a state department of education (the “**State DOE**”) or similar entity that is subscribing to the Services (including Professional Development) for the benefit of schools and/or school districts within such state. or similar entity that is not a school or school district. Subscriber authorizes Discovery to disclose to the school and the school district with which the authorized Users of the Services are affiliated, reports of authorized Users’ engagement data, including but not limited to usage statistics of the Services, webinars and/or Professional Development by authorized Users.

3.4 Subscriber authorizes Discovery Education to use the de-identified data to ensure the availability and integrity of the operation of Discovery’s services. Furthermore, Subscriber permits Discovery Education to use de-identified and aggregate usage data of Discovery’s services for internal and external reporting, marketing (i.e., the inclusion of total number of Discovery Education Experience platform users in Discovery’s marketing materials), research and



development, and for other analytics, marketing, and research purposes.

#### 4. FEES AND TAXES

4.1. **Fees.** Subscriber shall pay Discovery the fees in the amounts specified in the Order Form (the “Fees”). Upon Subscriber’s acceptance of the Order Form, Subscriber shall submit to Discovery the executed Order Form and Discovery shall issue Subscriber an invoice for the applicable Fees. In the event that Subscriber elects to pay such Fees with a credit card, Discovery shall have the right to charge Subscriber a convenience fee. Subscriber shall pay the Fees within 30 days of Discovery’s invoice. Failure to pay the Fees in accordance with the Standard Terms shall constitute a material breach by Subscriber. The fees for any Renewal Term shall be at Discovery’s then current, applicable rates, as provided by Discovery and in accordance with applicable law. All fees paid by Subscriber are final and non-refundable.

4.2. **Taxes.** Subscriber certifies that Subscriber is exempt from all federal, state, and local taxes and will furnish Discovery with copies of all relevant certificates demonstrating such tax-exempt status upon request. In the event Subscriber is not exempt from certain of such taxes, Subscriber agrees to remit payment for such taxes to Discovery.

#### 5. TERM AND TERMINATION

5.1. **Term.** The term (“Initial Term”) is defined in the applicable Order Form referencing the Standard Terms. Thereafter and in accordance with applicable law, the Term shall automatically renew for additional periods in increments of the Initial Term (“Renewal Term(s)”, collectively with the Initial Term, the “Term”) until terminated by either party by giving written notice ninety (90) days prior to the expiration of any Renewal Term. The Fees for the Renewal Term shall be as set forth in Section 4.1 herein.

5.2. **Termination for Breach.** In the event that Subscriber or its Users breach any term of the Standard Terms, and such breach is not cured within 10 days after receipt of notice thereof from Discovery, Discovery may terminate the Order Form or Standard Terms in whole or in part immediately upon written notice to Subscriber.

5.3. **Termination for Bankruptcy.** Either party may terminate the Standard Terms immediately if any of the following events occur affecting the other party: (a) voluntary bankruptcy or application for bankruptcy; (b) involuntary bankruptcy or application for bankruptcy not discharged within 60 days; (c) appointment of receiver or trustee in bankruptcy for all or a portion of the other party’s assets; or (d) an assignment for the benefit of creditors.

5.4. **Termination due to Overlap.** Discovery may offer a pro-rated credit (the “Credit”) to Subscriber to purchase additional services offered by Discovery, if the following conditions are met: (i) Subscriber’s State DOE purchases Services for Subscriber that Subscriber has already purchased, (ii) there is an overlap in the Term of the Services purchased by the State DOE and the Subscriber’s Initial Term or renewal Term, and (iii) the State DOE Purchases an equal or greater number of licenses to the Licenses purchased by Subscriber. Discovery reserves the right to restrict the services for which a credit can be used, revoke the credit entirely, or add an expiration date for use of the credit by Subscriber.

5.5. **Effect of Termination.** Upon expiration or termination of the Standard Terms, all rights granted herein shall revert to Discovery; all access to and use of the Service(s) and the Content by Subscriber and its Users must cease; and all materials downloaded from the Service(s) by Subscriber or any Users must be erased, deleted, or destroyed.

5.6. **Additional Services.** In the event that Discovery and Subscriber agree that Subscriber may license any Services that are not listed on the applicable Order Form (each, an “Additional Service”), Subscriber shall submit a purchase order to Discovery

memorializing such agreement. Please refer to Section 1.5(d) for additional details regarding Purchase Orders. Subscriber’s use of and access to any such Additional Service shall be subject to all of the terms and conditions set forth in these Standard Terms.

#### 6. GENERAL WARRANTIES

6.1. **Discovery Warranties.** Discovery represents and warrants that it has full power and authority to enter into the Standard Terms.

6.2. **Subscriber Warranties.** Subscriber represents and warrants that (i) it has full power and authority to enter into the Standard Terms and has received all parental and other permissions required to permit Discovery to obtain and retain information (including personal information) from Users; (ii) only Subscriber or its Users shall access the Service(s) and the Content; (iii) Subscriber and its Users will at all times use the Service(s) and the Content only as expressly permitted by the Standard Terms; (iv) in the event that Subscriber requests that Discovery customize the Service(s) interface with Subscriber’s trade name, trademarks or logos, and/or digitize and/or encode and/or host any of Subscriber’s content on the Content and/or the Service(s), Discovery has the right to so use and exploit any and all such trade names, trademarks, logos and content, including without limitation any and all underlying elements (the “Subscriber IP”); and (v) the Subscriber IP, any content, materials, and/or information contributed by Users, and any revisions to the Content by Users does not and will not contain any libelous, unlawful or infringing materials or content, will not infringe upon any party’s proprietary rights, including without limitation statutory or common-law copyright, trademark and right of privacy, and will not violate any law, regulation or right of any kind whatsoever or give rise to any actionable claim or liability.

6.3. **Disclaimer of Warranty.** THE SERVICES AND CONTENT ARE PROVIDED AS IS, AND ALL WARRANTIES OF ANY KIND, PAST OR PRESENT, WHETHER STATUTORY, COMMON-LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY AND, EXCEPT AS MAY BE OTHERWISE STATED IN THESE STANDARD TERMS, NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. DISCOVERY DOES NOT GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR ACCURACY OF THE WEBSITE OR THE CONTENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DISCOVERY EDUCATION OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF DISCOVERY’S OBLIGATIONS HEREUNDER, AND SUBSCRIBER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

7. **Release.** TO THE EXTENT PERMITTED BY LAW, SUBSCRIBER AND ITS USERS RELEASE AND WAIVE ALL CLAIMS (WHETHER KNOWN OR UNKNOWN) AGAINST DISCOVERY, ITS PARENT, SUBSIDIARIES, AFFILIATED COMPANIES, AGENTS OR CONTENT PROVIDERS, AND THE DIRECTORS, TRUSTEES, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF EACH OF THE FOREGOING, FROM ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES ARISING OUT OF USER’S USE OF THE SERVICE(S) AND THE CONTENT. CALIFORNIA RESIDENTS WAIVE ANY RIGHTS THEY MAY HAVE UNDER SEC.1542 OF THE CALIFORNIA CIVIL CODE, WHICH READS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

8. **Indemnity.** TO THE EXTENT PERMITTED BY LAW, SUBSCRIBER AND ITS USERS SHALL DEFEND, INDEMNIFY AND HOLD DISCOVERY, ITS PARENT, SUBSIDIARIES,





AFFILIATED COMPANIES, AGENTS OR CONTENT PROVIDERS, AND THE DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF EACH OF THE FOREGOING, HARMLESS AGAINST AND FROM ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES ARISING OUT OF ANY VIOLATION BY SUBSCRIBER AND/OR ITS USERS OF THESE STANDARD TERMS, ANY DOWNLOADING OF THE CONTENT, ANY MODIFICATION OR EDIT MADE TO ANY PORTION OF THE CONTENT, AND THE USE OF ANY PORTION OF THE CONTENT WITH PRODUCTS OR SERVICES NOT SUPPLIED BY DISCOVERY.

## 9. LIMITATIONS OF LIABILITY

9.1. **Consequential damages exclusion.** IN NO EVENT SHALL DISCOVERY BE LIABLE FOR ANY LOST DATA, LOST PROFITS, BUSINESS INTERRUPTION, REPLACEMENT SERVICE OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY.

9.2. **Aggregate Liability.** To the maximum extent permitted by law, in no event shall Discovery's aggregate liability with respect to any matters whatsoever arising under or in connection with the Standard Terms exceed the lesser of (i) total fees paid by Subscriber to Discovery under the Standard Terms within the twelve-month period prior to the date the cause of action giving rise to liability arose or (ii) \$100,000. The foregoing liability is cumulative with all payments for claims or damages in connection with the Standard Terms being aggregated to determine satisfaction of the limit.

## 10. CONFIDENTIALITY

10.1. Discovery understands that government entities, such as Subscriber, may be required to disclose information pursuant to applicable open records acts. Prior to any such disclosure, Subscriber shall make any claim of privilege that may be applicable to prevent such disclosure and will make reasonable efforts to give Discovery reasonable prior notice and a reasonable opportunity to resist such disclosure. In all other respects, all provisions of these Standard Terms and materials provided by Discovery which are designated as confidential or should reasonably be presumed to be treated as confidential ("**Confidential Information**") shall be kept strictly confidential by Subscriber and may not be disclosed without prior written consent, except for any disclosure required by any order of a court or governmental authority with jurisdiction over Subscriber.

10.2. Subscriber authorizes Discovery to include the following in Discovery's marketing materials, press releases, and sales materials as applicable: Subscriber's business relationship with Discovery, Subscriber's testimonials and quotes, Subscriber's logo, Subscriber's contact information for purposes of a business reference, and Subscriber's and User's anonymized testimonials gathered in webinars.

## 11. MISCELLANEOUS

11.1. **Changes.** Discovery reserves the right to change these Standard Terms (excluding the Order Form) from time to time. Such changes will become effective when Discovery posts the revised Standard Terms. Subscriber and Users should check the Standard Terms from time to time, as they are bound by the Standard posted on Discovery's website at the time of access. Any revised Standard Terms shall supersede all previous versions.

11.2. **Force Majeure.** Failure to perform by reason of any law, natural disaster, labor controversy, encumbered intellectual property right, war or any similar event beyond a party's reasonable control shall not be a breach hereof.

11.3. **Governing Law.** The Standard Terms shall be construed and enforced under the laws of the state of New York, USA without reference to the choice of law principles thereof. User hereby consents to and submits to the jurisdiction of the federal and state courts located in the State of New York. User waives any defenses based upon lack of personal jurisdiction or venue, or inconvenient

forum. If any provision herein is unenforceable, then such provision shall be of no effect on any other provision hereof.

11.4. **No waiver.** No waiver of any breach hereof shall be deemed a waiver of any other breach hereof.

11.5. **Survival.** All representations, warranties, and indemnities shall survive the expiration or prior termination of the Standard Terms.

11.6. Section headings are provided for convenience only and shall not be used to construe the meaning of any section hereof.

11.7. **Entire Agreement.** The Standard Terms contain the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein. The terms and conditions set forth herein shall not be binding on Discovery, or any of its affiliates, until fully executed by an authorized signatory for both Subscriber and Discovery (or its applicable affiliate). Signatures may be exchanged in counterparts. Signatures transmitted electronically by fax or PDF shall be binding and effective as original ink signatures.

11.8. **Assignment.** The rights and obligations of either party under the Standard Terms may not be transferred or assigned directly or indirectly without the prior written consent of the other party, except that Discovery may assign the Standard Terms without restriction to an entity that acquires substantially all of its stock, assets, or business. Except as otherwise expressly provided herein, the provisions hereof will inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties.

11.9. **Relationship of the Parties.** The parties are independent contractors and not joint venture partners or otherwise affiliated. Neither party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other party, whether express or implied, or to bind the other party in any respect whatsoever. There are no third-party beneficiaries to the Agreement.

11.10. **Professional Development Services.** Any content provided by Discovery during any Professional Development, including, but not limited to, instructional support and lesson development, in any format (the "**PD Content**") is the property of Discovery. Subscriber acknowledges that it does not gain any ownership interest in the PD Content by using the PD Content. In the event that any Professional Development services cannot be provided onsite for any reason that is beyond the control of either party, Discovery reserves the right to provide such services in a remote, virtual environment. Upon Subscriber's written notice to Discovery, Discovery shall record and transmit to Subscriber any virtual professional learning session that Discovery provides to Subscriber pursuant to the Order Form (each, a "**Product PD or Hourly PD Session**"). Subscriber shall have the right to distribute such Product PD Session recordings on Subscriber's intranet and/or learning management system only. Subscriber may access and download the PD Session recording for no more than seven (7) days after the PD Session takes place. If requested by Discovery, Subscriber shall promptly delete and remove all records of PD Sessions in its possession.

11.11. **Professional Development Session Cancellation.** Subscriber may cancel or reschedule a PD Session, in writing, up to 48 hours in advance of a scheduled PD Session. If the cancellation is received less than 48 hours prior to a scheduled PD Session, the Subscriber will be charged the full Fees. If the Subscriber has prepaid for the PD Session and they cancel less than 48 hours before it is scheduled, the PD Session will be marked in Subscriber's account as having been provided in full.

11.12. **Use of Artificial Intelligence Tools.** The Services may include tools that generate content using Artificial Intelligence (AI). If Subscriber opts in to use such tools, Subscriber agrees to comply with these Standard Terms, and all applicable laws, rules, regulations, and school policies. Subscriber is responsible for ensuring that (a) only authorized educator Users and administrators employed by Subscriber have access to and use of the AI tools, (b) no personally identifiable information is included in the content uploaded to the AI tools, and (c) that Subscriber holds the necessary rights to use the content uploaded within the AI tool. Discovery does not warrant that content created by AI tools will be error-free, suitable for classroom



use, or free from bias. Subscriber acknowledges that it is solely responsible for reviewing and verifying the suitability of AI-generated content before use.

- 11.13. **Mystery Science and Mystery Writing Membership.** Full, continuous access to the Mystery Science and Mystery Writing curriculum and lesson plans is only available with a paid membership. Limited access to the curriculum and lesson plans is available for free. Subscriber may purchase school or district memberships on a per site basis as indicated in the applicable Order Form, which entitles teachers and staff (each, a “**Member**”) at that site to create individual accounts which they may use to access the Services from anywhere on an unlimited number of devices. Purchase of a classroom membership entitles one teacher to create an account which they may use to access the Services for a single classroom. Memberships may not be reassigned, transferred, resold, or sublicensed without Discovery’s prior written consent. Subscriber acknowledges and agrees to ensure that Users sign up for their own accounts and agree to, and comply with, these Standard Terms when they access and use the Services.
- 11.14. **Trial Terms** In addition to all of the above Terms, where a Trial is permitted by applicable law and offered by Discovery, the following terms apply: (i) the Term for a Trial is defined in the applicable Order Form but shall be no longer than six (6) months, (ii) a Trial may be terminated by Discovery at any time, for any

reason, and without notice, (iii) Participation in a Trial shall not entitle a Trial Subscriber (a “Trial Subscriber”) to participation in future Trials or additional access to the Services outside a Trial, (iv) a Trial Subscriber will have the option to purchase the trialed Services after the Trial ends, (v) the Trial Subscriber may terminate the Trial at any time during the Trial without penalty, and (vi) by signing up to a Trial, Subscriber agrees to all applicable Terms as described in these Standard Terms.

- 11.15. **Physical Goods and Shipping.** Mystery Packs and hands-on activity Kits (“**Physical Goods**”) are shipped F.O.B origin. Subscriber is responsible for the shipping and handling Fee listed on the invoice and/or Order Form. All Fees paid by Subscriber for Physical Goods and shipping of the Physical Goods are final and non-refundable.
- 11.16. **Notices.** All notices and statements shall be in writing and sent by a reputable overnight service such as Federal Express to the address set forth below; provided that, notices that relate to Renewal Terms may be sent via email to the following email address:

Discovery Education, Inc.  
4350 Congress Street, Suite 700  
Charlotte, NC 28209  
Email: [DECommercialOpsTeam@discoveryed.com](mailto:DECommercialOpsTeam@discoveryed.com)

## Tab 10 - Pricing/Cost Proposal

- > In this tab, Offerors shall provide their itemized pricing model for all items requested in this RFP. On the separate Excel spreadsheet labeled "Pricing Scenario", Offerors shall provide pricing for District Pricing based on their pricing model being offered. Offerors must provide the methodology of how the price was calculated. A price sheet for each product line being offered must be filled out listing the grade level.

The Discovery Education Partnerships team is available to answer any questions regarding this cost proposal. HCPS may choose the combination of products and services that best meet the district's needs. Resources may be purchased independently or in combinations. Projected pricing is dependent on current enrollment and could change based off an increase or decrease in enrollment

### Discovery Education Virginia Science Experience (K-12)

Format	Deliverables	Price Unit	License Price	# of Students	Total Cost
Digital	<b>Digital license</b> includes access to all K-8 courses: <ul style="list-style-type: none"> <li>• Grade K</li> <li>• Grade 1</li> <li>• Grade 2</li> <li>• Grade 3</li> <li>• Grade 4</li> <li>• Grade 5</li> <li>• Grade 6</li> <li>• Grades 7-8 Life Science</li> <li>• Grades 7-8 Physical Science</li> </ul>	Student	<b>1 Year:</b> \$10	33,071	<b>\$330,710</b>
Digital	<b>Digital license</b> includes access to all courses: <ul style="list-style-type: none"> <li>• Biology</li> <li>• Chemistry</li> <li>• Earth &amp; Space Science</li> <li>• Physics</li> </ul>	Student	<b>1 Year:</b> \$11	15,386	<b>\$169,246</b>
<b>Total Cost for K-12 Implementation</b>					<b>\$499,956</b>

**Please Note:** Discovery Education Virginia Science Experience is powered by Discovery Education Experience.





### Discovery Education Social Studies Techbook (6-8)

Format	Deliverables	Price Unit	License Price	# of Sites	Total Cost
Digital	<b>Digital licenses</b> include access to all Social Studies Techbook (6-8) courses.	Site	<b>1 Year:</b> \$8,400	12	<b>\$100,800</b>

**Please Note:** Discovery Education Social Studies Techbook is powered by Discovery Education Experience.

### Mystery Science (K-5)

Format	Deliverables	Price Unit	License Price	# of Sites	Total Cost
Digital	<b>Digital licenses</b> include access to all K-5 units.	Site	<b>1 Year:</b> \$1,999 (Late Bird Price) <b>Multi-Year:</b> \$1,495	46	<b>\$91,954</b>

Deliverables	Price	Offer Timeline
List	\$2,099 per site	Sep 1 - Dec 31
Late Bird	\$1,999 per site	May 1 - Aug 31
Early Bird	\$1,650 per site	Jan 1 - April 30
Multi-Year	\$1,495 per site, per year	

### Optional Add-On: Mystery Packs (Hands-On Science Kits)

Grade Set	Deliverables	Price Unit	Price
Grades K-1	<ul style="list-style-type: none"> <li><b>Mystery Packs</b> contain pre-packaged sets of household items to enhance each unit.</li> </ul>	Per pack (supplies for up to 30 students)	\$355
Grades 2-5			\$495

### Pivot Interactives for Grades 6-12

Format	Deliverables	Price Unit	License Price	# of Students	Total Cost
Digital	1 <b>digital license</b> per 6-12 student	Student	<b>1 Year:</b> \$5.50*	26,293	<b>\$144,611.50</b>

\*Pivot Interactives has a minimum order quantity requirement of 30 licenses.



### Discovery Education Experience (K-12)

Format	Deliverables	Price Unit	License Price	# of Sites	Total Cost
Digital	<b>Digital licenses</b> include access to the K-12 all-subject area supplemental platform	Site	<b>1 Year:</b> \$2,500	74	<b>\$185,000</b>

**Please Note:** Discovery Education Experience is included with the purchase of Virginia Science Experience and Social Studies Techbook.

### DreamBox Math (K-8)

Format	Deliverables	Price Unit	License Price	# of Students	Total Cost
Digital	<b>Digital licenses</b> include access to the K-8 mathematics supplemental platform	Student	<b>1 Year:</b> \$38	33,071	<b>\$1,256,698</b>

**Please Note:** DreamBox Learning products have a minimum order of \$2,500 per product.

### Optional Discovery Education Professional Development Services

Professional Development	# of Hours	Price
Hourly Professional Development Packages (Virtual)	4 hours	\$3,000
	12 hours	\$8,400
	36 hours	\$18,000
	52 hours	\$22,000
Professional Development Session (On-Site)	On-Site Session	\$3,750



Prepared for

# Henrico County Public Schools

RFP No. 24-2795-12EMF

Digital Content Solutions for K-12

Submitted Date February 14, 2025

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AnnMarie Oakley, Senior Manager - Educational Partnerships  
AOakley@discoveryed.com • (757) 367-9068

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## Tab 1 - Introduction and Signed Forms

> In this tab, the following items are provided:

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

## Cover Letter

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

February 14, 2025

Eileen M. Falcone, CPPB  
Purchasing Manager  
County School Board of Henrico County  
406 Dabbs House Road  
Henrico, VA 23273-0775

Dear Ms. Falcone:

Discovery Education, Inc., in affiliation with DreamBox Learning, is confident that the enclosed response to RFP No. 24-2795-12EMF for Digital Content Solutions for K-12 meets the expressed needs of the County School Board of Henrico County. We look forward to expanding our partnership with evidence-informed solutions that prioritize personally relevant, deeply engaging multi-dimensional opportunities that close the learning gap while rigorously meeting standards. The integration of our suite of resources and services, outlined below, provides HCPS with a comprehensive digital instructional ecosystem.

In response to RFP No. 24-2795-12EMF, Discovery Education is honored to propose:

### Discovery Education Products

- **Virginia Science Experience, Grades K-12** custom-built to 100% align to the Virginia Standards of Learning
- **Social Studies Techbook** for grades 6-8
- **Mystery Science** for grades K-5 (optional Hands-On Mystery Packs)
- **Pivot Interactives** for grades 6-12
- **Discovery Education Experience:** Supplemental K-12 curriculum content system

### DreamBox Learning Products

- **DreamBox Math** for grades K-8

### Services

- **On-Demand Professional Development**, at no additional cost
- **Professional Development Plan** (options for in-person and virtual deliveries)

This intentionally designed platform for HCPS teachers breaks the mold to excite the modern student with coherent, compelling pathways. Discovery Education's Partnerships team is happy to schedule a meeting or presentation to answer questions about the options offered, to best support an impactful investment. HCPS has been a valued partner since 2010, with current access to **Virginia Science Experience, Grades K-5** and **Pivot Interactives**. The proposed resources and services offer familiarity to experienced Discovery Education users, with responsive additions and enhancements.


## Integrated Solution

- Exclusive content coupled with premier Professional Development creates the wow! factor and embraces the diversity of today's teachers and students.
- Empowered teachers save time and maintain a constant pulse on student learning with high-quality, standards-aligned content, informative data, and differentiated supports.
- Immersive instruction increases student achievement and authentic engagement.

Discovery Education is a trusted global leader in delivering customized supported digital solutions and equitable learning opportunities. In 2023, Discovery Education acquired DreamBox Learning. Offering high-quality, adaptive learning solutions independently proven to accelerate student growth in reading and math, DreamBox Learning empowers educators with data analytics and content-specific professional development solutions to complement instruction.

We are fully committed to providing experiential content and instructional supports that center student engagement in innovative, research-based practices. Please do not hesitate to contact us to discuss the attached Standard Terms of Service and proposed contract exceptions, so we may reach a consensus. We may be reached via email at [AOakley@discoveryed.com](mailto:AOakley@discoveryed.com) or by phone at (757) 367-9068 for any questions, action items, or next steps.

Sincerely,


Signed by:  
  
D661C3CCF063464...  
Megan Haller, Executive Vice President - Global Operations  
Discovery Education, Inc.

## ATTACHMENT A PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal ("RFP") **No. 24-2795-12EMF Digital Content Solutions K-12**.

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):	
Discovery Education, Inc.	
ADDRESS:	4350 Congress Street
	Suite 700
	Charlotte, NC 28209
FEDERAL ID NO:	36-2298050
SIGNATURE:	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>Signed by:</small>    <small>DISPOSITION: SIGNED</small> </div>
NAME OF PERSON SIGNING (PRINT): Megan Haller	
TITLE:	Executive Vice President - Global Operations
TELEPHONE:	(800) 323-9084
FAX:	(855) 495-6542
EMAIL ADDRESS:	vendor@discoveryed.com
DATE:	2/4/2025

## ATTACHMENT B

Company Legal Name: Discovery Education, Inc.

This form completed by: Signature: Signed by:  
Megan Haller  
D681C3CCF063464... Title: Executive Vice President - Global Operations

Date: 2/4/2025

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

(Check all that apply.)

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

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

eVA Registered? ☒ Yes ☐ No

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

N/A NUMBER          DATE

### DEFINITIONS

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

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

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

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

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

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

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

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

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



**ATTACHMENT C**  
**Virginia State Corporation Commission (SCC)**  
**Registration Information**

**The Offeror:**

☒ is a corporation or other business entity with the following SCC identification number:  
F1680513 **-OR-**

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

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

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

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

**ATTACHMENT D**  
**PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION**

NAME OF OFFEROR: Discovery Education, 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
Tab 13 – Appendices	211-214	Demo codes are confidential

**ATTACHMENT E**  
**COUNTY OF HENRICO**  
**INSURANCE SPECIFICATIONS**

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

**Please be sure and review the Additional Requirements Section**

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

**Workers’ Compensation**

Statutory Virginia Limits

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

**Commercial General Liability**

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

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

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

**Umbrella Liability**

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

## Additional Requirements

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

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

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

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

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

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



**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/01/2024

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

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

<b>PRODUCER</b> <b>USI Insurance Services, LLC</b> <b>8000 Norman Center Dr, Suite 400</b> <b>Bloomington, MN 55437</b> <b>612 509-1001</b>		<b>CONTACT NAME:</b> Priya Conjeevaram Krishnan <b>PHONE (A/C, No, Ext):</b> 612 509-1001 <b>E-MAIL ADDRESS:</b> priya.conjeevaram@usi.com <b>FAX (A/C, No):</b>	
<b>INSURED</b> <b>Discovery Education, Inc.</b> <b>4350 Congress Street, Suite 700</b> <b>Charlotte, NC 28209</b>		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A : StarNet Insurance Company</b>	
		<b>INSURER B : Berkley National Insurance Company</b>	
		<b>INSURER C : ACE American Insurance Company</b>	
		<b>INSURER D : Zurich American Insurance Company</b>	
		<b>INSURER E :</b>	
		<b>NAIC #</b>	
		<b>INSURER F :</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			TCP701503915	08/01/2024	02/01/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			TCP701503915	08/01/2024	02/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			TCP701503915	08/01/2024	02/01/2026	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TWC701278217	08/01/2024	08/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Tech E&O/Cyber			D01800243	08/01/2024	02/01/2026	\$5,000,000/Ret-\$250,000
D	Excess E&O/Cyber			EOC732253003	08/01/2024	02/01/2026	\$5,000,000

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

County of Henrico and Henrico County Public Schools , is  
 Additional Insured as respects Commercial General Liability as required by written contract, per the policy provisions. Coverage is Primary Non-contributory  
 as respects General & Auto Liability as required by written contract, per the policy provisions.

**CERTIFICATE HOLDER****CANCELLATION**

<b>Henrico County and Henrico Risk Management</b> <b>P O Box 90775</b> <b>Richmond, VA 23273</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Discovery Education 13
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## DESCRIPTIONS (Continued from Page 1)

Discovery Education 14

## **ATTACHMENT F**

### **DIRECT CONTACT WITH STUDENTS**

Name of Offeror: Discovery Education, Inc.

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

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

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

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

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

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

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

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

- ☒ **None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a violent felony set forth in the definition of “barrier**

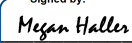
crime” in Va. Code § 19.2-392.02(A) or an offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense;

And (select one of the following)

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

or

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

Signed by:  
  
D891C3CCF083484  
\_\_\_\_\_  
*Signature of Authorized Representative*  
  
Megan Haller, EVP - Global Operations  
\_\_\_\_\_  
*Printed Name of Authorized Representative*  
  
Discovery Education, Inc.  
\_\_\_\_\_  
*Printed Name of Vendor*  
*(if different than Representative)*

## Tab 2 – Statement of the Scope

- > In this tab, Offerors, in concise terms, shall state their understanding of the Scope of Services requested by this RFP in Section II. Offerors shall discuss how their proposed solution meets each requirement of the Scope of Service of this RFP.

Discovery Education outlines HCPS' custom, sustainable solution as an innovative engine that delivers rigor, relevance, and real-world application.



### Engaging, Effective, & Easy-to-Use

Discovery Education's consistent aptitude, approach, and attitude supports the diverse array of education community needs. Solutions are purposefully designed with intention and empathy, never losing sight of the challenges and joys that come with teaching and learning. Recognizing that engagement is the key to unlock student achievement, Discovery Education nurtures curiosities and sustains enthusiasm for lifelong learning.

### Overview of Discovery Education Products

**Virginia Science Experience** is a comprehensive digital K-12 core curriculum designed for Virginia teachers and students. 100% aligned to and custom-built for the Virginia Standards of Learning, Virginia Science Experience breaks the mold to excite the modern student with coherent, compelling pathways. Students ask questions, build models, and develop explanations to extend active investigation of phenomena. Exclusive multimodal content such as hands-on labs, interactives, videos, assessments, and Core Interactive Text offers exposures to real-world phenomena in different contexts. Embedded scaffolds prioritize the success of diverse learners in generating evidence of sensemaking through application. Searchable standards offer immediate access to relevant linked content. On-demand print, download functionalities, and unique collaboration tools seamlessly integrate into today's dynamic science classrooms.

**Social Studies Techbook** provides 6-8 students enriching opportunities to recognize and practice their roles and responsibilities as both American and global citizens. Students access Core Interactive Text with instant Spanish translation, unbiased source analysis, historical perspective and document-based investigations, debate, and creative writing prompts. Connections between historical and contemporary issues are studied as a base for implementing change in society. On-demand print, download functionalities, and unique collaboration tools seamlessly integrate into today's dynamic social studies classrooms. Social Studies Techbook offers a research-based 5E model reinforced by comprehensive Model Lessons, adaptable strategies, and differentiated pathways for direct and guided instruction. Fully aligned to the Virginia Standards of Learning, searchable standards offer immediate access to relevant linked content. Teachers save valuable time with planning and implementation supports that improve student engagement, motivation, agency, and success.



**Mystery Science** provides quick K-5 supplemental mini-lessons and full “open-and-go” hands-on science lessons with performance tasks. Content is aligned to the three dimensions of science, with easy-to-use supports for English Language Learners. Students' curiosity is sparked with phenomena-based content and real-world investigations. Questions from real students are answered in 5-minute stimulating videos. Guided inquiry and engineering-based problem-solving is emphasized through Mystery Packs.

**Pivot Interactives** offers a 9-12 platform rich with diverse phenomena-based interactive activities that are otherwise inaccessible to teachers and students. Pivot Interactives' unique phenomena capture students' attention and sets the stage for essential science practices in action. Signature interactive videos of real events are enhanced by simulations and hands-on integrations. Students using Pivot Interactives ask questions, design experiments, collect data, and analyze findings before constructing evidence-based explanations. Lasting processes and skills are prioritized over rote memorization, with varied question prompts in the form of multiple-choice, open-ended, numeric, data tables, and graphs. Pivot Interactives transforms secondary science classrooms with phenomena-based, interactive activities that engage students in the science practices. Authentic phenomena are integrated into all parts of the learning cycle, from concept introduction and sensemaking to application, model testing, and even assessment. Teachers are equipped with an ever-growing library of customizable activities that enhance hands-on experiences and labs. Pivot Interactives leads the way in innovation for science tech tools, with a multi-use platform that is informed by teachers, and responsive to the needs of students.

**Discovery Education Experience** is a supplemental K-12 curriculum content system with an all-subject area alignment to Virginia Standards of Learning. The integrated platform enhances and complements instruction across subjects. Ready-to-use daily activities offer targeted remediation and extension strategies to accelerate achievement and differentiate learning. Customizable live interactive Quizzes, standards-aligned assessments, and the Studio platform offer tools to design tailored digital content.

### Overview of DreamBox Learning Products

**DreamBox Math** provides a personalized, digital curriculum that engages, inspires, and empowers students to become confident learners. DreamBox Math was built by educators to improve learning outcomes, with foundational teaching principles and established pedagogy at its core. The curriculum intelligently adapts to every student, regardless of mathematical ability, to further deep, fundamental mathematical understanding. DreamBox Math conforms to how individual students solve problems, creating attainable pathways towards conceptual understanding and sustained achievement.

### Overview of Professional Services

Professional Development with flexible on-site and virtual deliveries provides teachers with the tools, pedagogy, and confidence to leverage proposed products. As a result, teachers spend less time searching for high-quality, standards-aligned content, and more time leveraging multimedia to effectively engage students and differentiate instruction. Professional Development extends inquiry, supports strategic planning, and reinforces the use of formative and summative assessment data to inform instruction. Professional Development can be scheduled during the school year and summer. On-site and virtual opportunities are available during the school day. On-demand Professional Development is accessible before, during, and after school.

- > **Discovery Education’s goal is to build its partnership with HCPS to achieve the shared mission of preparing students for college, career, and citizenship, through innovative classrooms connected to today’s world.**

### Designed for the Student with the Teacher in Mind

Discovery Education’s trusted brand and consistent track record delivers research-proven solutions with integrity to further student achievement. Engaging, effective, and easy to use award-winning solutions drive academic growth and build confident learners.

#### Supported Premier Solutions

- The **Virginia standards-aligned** core adoption products are enhanced by grab-and-go supplemental content. Embedded Professional Development supports teachers as they ignite excitement for learning.
- **Inquiry-based lessons** deeply stimulate processing, connecting, investigating, and applying new learning to different situations.
- **Equitable access** is ensured with multi-language closed captioned videos, transcripts, and an integrated Immersive Reader with customizable read aloud settings and multilingual translations.

#### Time-Saving Ease

- **Responsive direct-to-teacher** channels offer dynamic video series, interactives, multimodal text, and accompanying supports, to bridge and extend knowledge.
- **Compelling, diversified content** can be assigned to an entire class, individuals, or targeted groups.
- **Appropriate interactive and printable assessments** offer point-of-use data and timely intervention recommendations, for a personalized approach.

#### Evidence-Based Practices at Scale

- **Cross-curricular skills** are extended with tools that can improve reading, writing, and communication skills, regardless of age or ability.
- **On-the-go educator microlearnings** and Spotlight on Strategies offer an explicit, systematic, and creative teaching and learning menu.
- Classrooms that use Discovery Education products and services have a higher likelihood of **long-term student success**, as proven by the attached research studies.

#### Respected & Trusted Brand

- Discovery Education partners with well-known organizations to offer culturally authentic, relevant content that reflects the diversity of today’s students, and connects learning to **real-world topics**.
- Students secure **uninterrupted learning** from any device through a safe, flexible platform. Discovery Education seamlessly integrates with SSO providers and Learning Management Systems.
- High-quality Professional Development **accelerates teacher confidence** to implement research-based practices with fidelity.

## A. General Requirements: Virginia Science Experience

- > The Successful Offeror(s) shall provide products that support the design, delivery, and assessment of content across K-12 classrooms. Products may be content specific or cross-curricular that provide content for a variety of different subject areas and provide digital content solutions that include specific research-based, digital tools geared towards supporting learning experiences with high-quality, aligned digital content



### Virginia Science Experience

Courses/Grades	<ul style="list-style-type: none"> <li>• Virginia Science Experience - Grade K</li> <li>• Virginia Science Experience - Grade 1</li> <li>• Virginia Science Experience - Grade 2</li> <li>• Virginia Science Experience - Grade 3</li> <li>• Virginia Science Experience - Grade 4</li> <li>• Virginia Science Experience - Grade 5</li> <li>• Virginia Science Experience - Grade 6</li> <li>• Virginia Science Experience - Grades 7-8 Life Science</li> <li>• Virginia Science Experience - Grades 7-8 Physical Science</li> <li>• Virginia Science Experience - Biology</li> <li>• Virginia Science Experience - Chemistry</li> <li>• Virginia Science Experience - Earth &amp; Space Science</li> <li>• Virginia Science Experience - Physics</li> </ul>
Core or Supplemental	Comprehensive core resource designed to replace a traditional textbook.
Alignment	Built from the ground up to specifically align with the 2018 Virginia Standards of Learning
Print or Digital	<p><b>Students:</b> Core digital courses with advanced download/print functionalities.</p> <p><b>Teachers:</b> Core digital courses with advanced download/print functionalities. Digital/print-friendly teacher planning resources, Model Lessons, point-of-use Teacher Notes, and professional development opportunities.</p>
Language	English with instant toggle to authentic, human Spanish translation and read-aloud text-to-speech, Immersive Reader support within each K-5 slide providing language support for 100+ languages, an interactive glossary with multiple languages, and compatibility with Google Translate for content in 100 languages.
Accessibility	<ul style="list-style-type: none"> <li>• Instant toggle between Reading Level A and Reading Level B.</li> <li>• Text-to-speech, four-color highlighting, interactive notebook.</li> <li>• Multi-language closed-captioning and navigable video transcripts with auditory and written accommodations.</li> </ul>

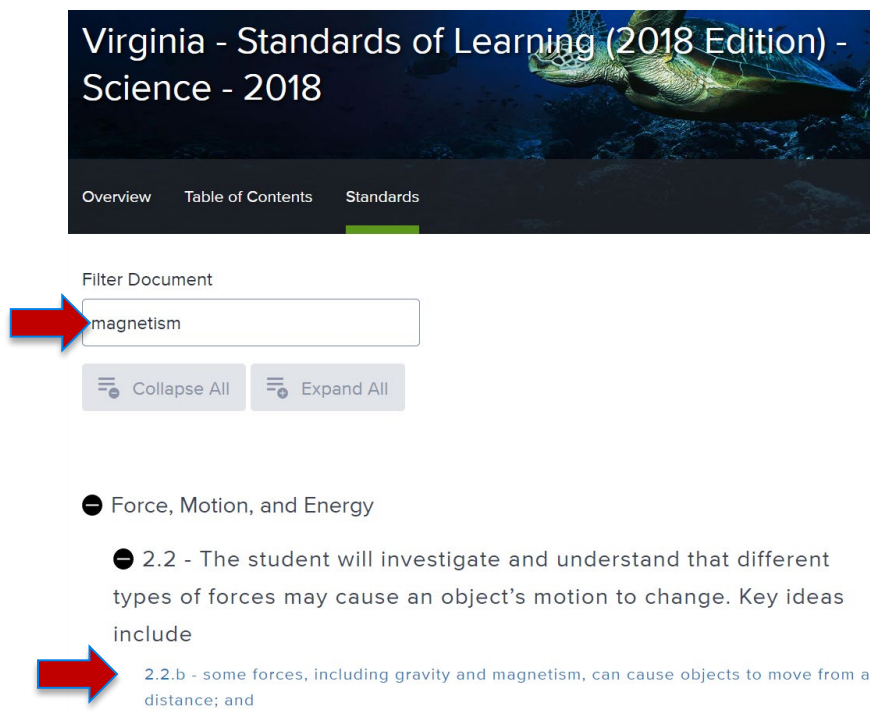
**Key Features**

- An abundance of multimedia content, such as activities, virtual labs, videos, audio, photographs, and text engages students immediately and helps them understand the relevancy of science in their daily lives.
- Active investigation of phenomena through questioning, modeling, data collection, and analysis allows students to generate learning evidence.
- Research-based 5E instructional pathway with embedded differentiation strategies supports all students in acquiring standards-aligned knowledge and conceptual understanding of scientific ideas in each unit.
- Formative and summative assessments are embedded into the learning cycle for each Virginia Science Experience unit, supporting students as they achieve Virginia SOLs and defined learning goals.
- Technology Enhanced Items (TEIs) allow students to demonstrate 3D learning with responses that feed directly to the Dashboard. Also included in the student print version and easily printable from the digital platform, students can present understanding on paper.
- Lesson planning, express pathways, differentiation, progress monitoring, and professional growth opportunities provide teachers with time-saving support.
- Virginia Science Experience connects to the most widely used learning management systems and supports a variety of integration standards, making it easier than ever to access and manage data, content, resources, and tools.

1. The Successful Offeror(s) shall provide a solution where the digital content product or program includes cloud-based capabilities that allow for the following:
  - a. Instructional design that empowers educators and students to access aligned content resources, create, modify, and share instructional content and learning experiences within and outside of the platform.
  - b. Offer assessment functions, features, or activities that encourage students to practice with content and demonstrate their understanding.
  - c. Customization options to meet specific learning objectives and preferences.
  - d. Provides options for accessing data to monitor usage and student engagement.

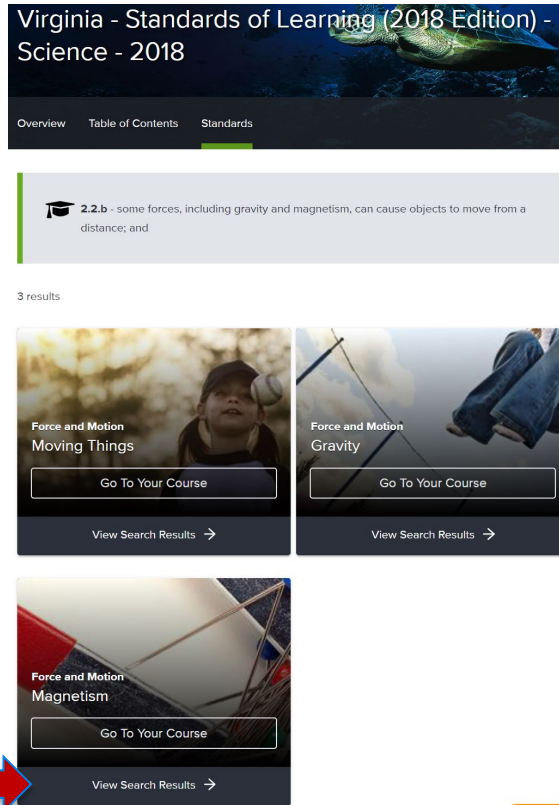
### 100% Aligned to the Virginia Standards of Learning

Discovery Education's custom-designed Virginia Science Experience offers vertically aligned concepts that build knowledge and skills within and across units and grade levels. Each concept consistently integrates Core Concepts, Scientific and Engineering Practices, and Recurring Themes throughout the learning progression. Supported teachers access clearly aligned Virginia SOLs, visible at the unit and lesson levels.

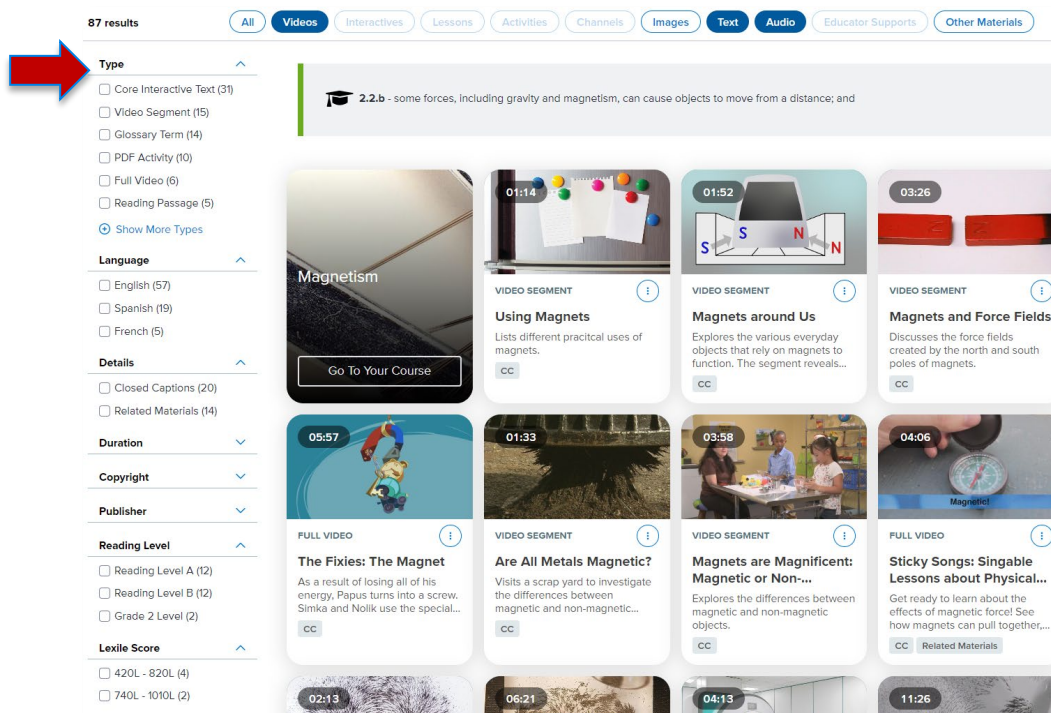


**Step 1: Teachers search for a standard by keyword to access hyperlinked aligned content.**





Step 2: Teachers can "Go to Your Course" to enter the Virginia Science Experience course or select "View Search Results" to view all aligned multimedia.



Step 3: Teachers can filter results aligned to the selected standard and assign content to individuals, small groups, and classes.


## Unit Coherence

Standards-aligned units can be arranged in various cohesive sequences to meet district needs. Strategically bundled concepts ensure students will uncover all core scientific content within a unit. Concepts follow the 5E Framework: Engage, Explore, Explain, Elaborate, and Evaluate. Units, concepts, and lessons are designed and scaffolded to pique and retain student interest. Students encounter scientific ideas about their world, while actively learning.

The 5E lessons follow a logical progression of activities founded in key scientific concepts. Instruction launches with engaging, real-world phenomena and a driving question that captivates students. Inspired to make personal connections and share thoughtful questions, students collaboratively drive the investigations forward. Students interact with phenomena in hands-on activities, images, data sets, and multimedia content. Phenomena-based investigations were designed to thoroughly address grade band science standards.

In the Explore section of each concept, students engage in hands-on activities, digital interactive experiences, multimedia analysis, and integrated literacy prompts. Students provide claims that are justified with evidence and connected to scientific reasoning. These explanations answer the driving questions found in each concept in Explain lesson. The carefully structured Explore lessons build upon student content knowledge in a conceptual progression. The Explore opportunities align to student-generated questions about phenomena, which were shared during Engage lessons. Investigations activate grade-appropriate, standards-aligned skills that require students to reflect, synthesize, and apply their learning.

In the Elaborate STEM Career investigations, students expand on scientific ideas by connecting and applying ideas to real-world experiences. In Evaluate, at the end of the learning sequence, students can choose how to communicate their understanding of the scientific content. Knowledge application occurs through a series of summative, performance-based assessments. The varied assessment formats help prepare students for assessments.

Model Lesson for  
Competition for Resources

**The Five E Instructional Model**

Science Techbook follows the 5E instructional model. This Model Lesson includes strategies for each of the 5Es. As you design the inquiry-based learning experience for students, be sure to collect data during instruction to drive your instructional decisions. Point-of-use teacher notes are also provided within each E-tab.

**Engage**  
(20–40 minutes)

**Engage Media Resources**

The resources found in Engage are intended to stimulate students by exposing them to a phenomenon relevant to the content of the lesson. Engage also provides examples of relevant real-world applications that allow students to begin to make observations and relate the science content to their everyday lives. The Core Interactive Text (CIT) and media resources are carefully designed to prompt students to begin asking questions that they can investigate during the Explore phase of the lesson. They should also start collecting evidence to address the Can You Explain? (CUE) question located at the bottom of the Engage page.

- Core Interactive Text: How Is Competition Part of Nature?

**Teacher Note:** Use this video to generate discussion about the relationships among organisms in an ecosystem. Students should have some prerequisite knowledge of predator-prey relationships. Note that students may have some misconceptions, which can be addressed throughout the lesson. For example, students may not understand that species can coexist in an ecosystem in part due to competition. Students may believe that animals in a habitat survive on limitless resources, and they may not know that animal populations are dependent on environmental factors.

- Video: Interacting Organisms

**Teacher Note:** Use "Bears: Adaptations for Their Role as Predator and Omnivore" to review the idea of where organisms get their energy, to generate interest in the lesson topic, and to get students thinking about the roles and behaviors of organisms in an ecosystem.

Lessons and units follow a logical sequence that optimizes student growth and proficiency.

## Scaffolding and Differentiation

Point-of-use lesson educator notes offer differentiation activities to scaffold or accelerate learning. Sections distinguish responsive practices, Spotlight on Strategies, and common misconceptions specific to Struggling Students, English Learners, and Accelerated Students.

The Explore More Resources section offers additional digital resources to support differentiated learning progressions. Curated collections are available within each concept to assign to individuals or groups. Teachers easily target resources that are grouped by preferred results: build background knowledge, reteach, remediate, or extend.

In-depth support at four developmental levels addresses critical English language proficiency. Teachers access standards-aligned integration methods to further tailor tiered levels across each concept. Students demonstrating varied proficiency levels use scaffolded tools to successfully meet standard-aligned objectives.

### Differentiation Strategies

Struggling Students	ELL	Accelerated Students
<p>1. Provide students with additional examples of food chains and food webs. Discuss which organisms are producers, consumers, and decomposers.</p> <p>2. For the STEM Project Food Webs provide students with energy pyramids to analyze in groups rather than having students create their own. Have students explain the relationships in the energy pyramid to the class.</p>	<p>1. For glossary terms such as decompose, environment, transfer, and energy transfer try to include actual representations as well as textual or graphical formats to help students better conceptualize each term's meaning. Have materials on hand that embody concepts relevant to food webs, food chains, and ecosystems.</p> <p>2. For the Engage activity Food Webs rather than requiring a written response, provide the following alternative directions: circle the organisms that produce their own food, draw a square around the organisms that eat other organisms, and draw an arrow to evidence from the diagram that supports these conclusions.</p>	<p>1. Challenge students to create a presentation on trophic levels and how they reflect energy flow in the environment.</p> <p>2. Have students write a short paper about producers that use energy sources other than the sun, and describe how the food webs these producers belong to look different than the food webs encountered in the lesson.</p>

Scaffolds support adaptivity to students' varying levels of understanding.

## Planning and Implementation Supports

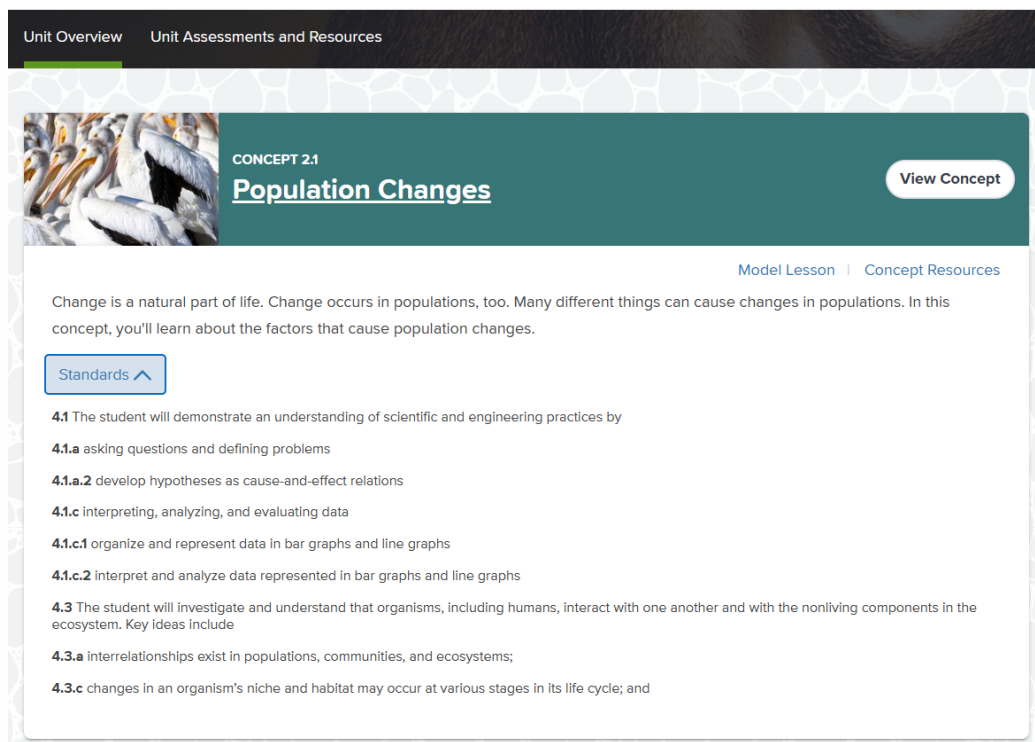
Virginia supports three-dimensional teaching and learning with comprehensive digital Model Lessons and point-of-use notes. Point-of-use guidance reinforces purposeful implementation of digital assets, hands-on activities, and lab investigations. This flexibility supports the many variations of classroom settings. Teachers can guide engaging, innovative standards-based lessons no matter their classroom environment or level of scientific knowledge on the concept.

Each unit in the Model Lesson begins with the concept structure and pacing. Two pathways per concept support teacher's diverse scheduling needs. The structure and pacing display the instructional outline, 5E phases, lesson title, lesson type, and time frame for each lesson.

The Unit Overview offers concept overviews, aligned standards, and the cohesion of topics with the overall unit goal. Real-life student connections purposefully link to the science behind the phenomenon. The highlighted concept objectives and key vocabulary terms offer an expansive view of what students will know, understand, and be able to do.

The unit background knowledge section outlines core scientific ideas and concept-specific background information. The hands-on lessons clearly state "materials and preparation needed" to support seamless teacher planning. Suggested strategies for vocabulary acquisition aim to accelerate student retainment and engagement.

The Model Lesson displays rich teacher guidance, with the ongoing option to view the lesson from a student perspective. Differentiation supports are found at point of use within digital tools.



**Virginia Science Experience Unit Overview offers an end-to-end view of the science concepts, learning goals, and resources to reinforce instruction.**


## Assessments, Three-Dimensional Performance Measures, and Data Collection

Formative and summative assessments are embedded into the cycle of learning to guide students towards mastery of key learning objectives. As students directly practice varied assessment formats, feedback enables instant self-evaluation. Teachers access real-time data for ongoing progress monitoring of the required standards.

Frequent and varied formative assessments across the program include Technology-Enhanced Items (TEIs), also found in print form in the student pages. The digital items feed data directly into online reports, so teachers can easily use the data to adjust instruction. Teacher support materials include discussion questions to monitor student thinking during each lesson.

A student launches an object with a slingshot and measures the distance traveled. What observations ...

view more >



**A.**

The greater the force applied, the greater the distance traveled

**B.**

The lesser the force applied, the greater the distance traveled

**C.**

The greater the force applied, the lesser the distance traveled

**D.**

The lesser the force applied, the lesser the distance traveled

**That is right!** Great job identifying how the amount of force affects the distance an object travels.

Start Over >

With your partner, discuss the reasons (how or why) the evidence supports the claim. Write sentences that connect your evidence to your claim statement.

Enter Text Here...

Points: 3

Submit >

Embedded formative assessments provide real-time insight into student understanding.



Assessment Builder offers a bank of ready-to use standard-aligned questions, with the ability for teachers to author and add their own items. Teachers can customize all Discovery Education-authored summative assessments. This includes removing and adding questions or limiting answer options. Teachers can use these tools to construct custom diagnostics responsive to student needs throughout the year.

Speed versus Velocity

2 pts

When would you use the term speed to describe motion? When would you use the term velocity?

Student responses will vary. Sample response: I would use speed if I did not know the direction of motion or if the direction is not important. I would use velocity when I know the direction and it is important to be precise.

Show Evaluation Criteria

Check for Understanding

Use your understanding of speed and velocity to answer the questions.

Speed or Velocity? Motion

1 pt

Determine whether each statement addresses an object's speed or its velocity by clicking and dragging each statement under "Speed" or "Velocity".

The school record for the 100-meter dash is 12 m/sec.

The driver got ticketed for traveling 15 km/hr over the speed limit.

We are experiencing 20 km/hr winds from the southeast today.

The 1670 kg car was traveling west at 119 km/hr when it crashed.

The runner jogged 2 km north and 1 km east in 12 minutes.

Speed

Velocity

The school record for the 100-meter dash is 12 m/sec.

The driver got ticketed for traveling 15 km/hr over the speed limit.

The runner jogged 2 km north and 1 km east in 12 minutes.

The 1670 kg car was traveling west at 119 km/hr when it crashed.

We are experiencing 20 km/hr winds from the southeast today.

What Did You Figure Out Today?

Marble Motion

1 pt

Two marbles are each rolling on a circular track. Each marble moves 2 meters every second. Select all the true statements about the two marbles' motion.

☒ A. The two marbles have the same speed.

☐ B. The two marbles have the same velocity.

☐ C. The two marbles are rolling in one direction only.

☐ D. The two marbles will hit each other.

☒ E. The two marbles each have a velocity that is constantly changing.

Instant assessment feedback accelerates the path to proficiency.

Discovery Education 28

Discovery  
EDUCATION

### Accessibility Features

Virginia Science Experience offers an easy-to-use digital notebook for interactive notetaking at the Course, Concept, and Lesson Levels. Students highlight text and annotate using the four standard colors (yellow, rose, green, blue) and can easily use the text-to-speech function. Notes seamlessly gather in a customizable, printable digital notebook. The personalized notebooks offer teachers valuable insight on individual learning progression and knowledge gaps.

- 
- 2. The Successful Offeror(s) shall provide a solution for a teacher/student to access aligned digital content resources to support the design, delivery, and assessment in a learner-centered environment. Products may be content specific or cross-curricular.**

### **Relevant and Authentic Scenarios for Students**

#### **Phenomenon Driven Instruction**

Organized around phenomenon-based storylines, each concept launches phenomena as the real-world catalysts that drive investigation and collaboration. Students generate and communicate their observations, questions, explanations, and predictions as they look deeper into the science behind phenomena. This student-centered environment motivates students to make sense of the natural world.

#### **Hands-On Experiences**

Hands-on learning is a foundational component of authentic learning experiences. Students investigate scientific questions and phenomena through a variety of hands-on lessons. Students plan and conduct experiments, define and identify variables, develop models using manipulatives, analyze authentic data sets, and collect data to answer questions about phenomena. Students apply the steps of the engineering design process to solve real-world problems.

#### **Authentic Engineering Opportunities**

Students deepened understanding of scientific ideas serves as the foundation for engineering design opportunities. Developed solutions aim to improve the lives of people and minimize the impact to natural systems due to technological products and devices. Embedded within hands-on lessons as a natural extension of scientific practices, students authentically define, design, evaluate, and optimize real-world solutions. The iterative steps of the engineering design process do not always occur in a complete sequence. The steps are introduced and applied as appropriate to the context of the lessons and phenomenon of each concept.

#### **Data Drives Science Understanding**

Students interact with evidence to deepen learning about ideas, while formulating and acting as scientists. Students analyze and represent data accurately and effectively, activating critical skills that engineers and general citizens use daily. Students consistently collect, critique, and analyze data to formulate their hypotheses, theories, and models. Students act as engineers, using the data to drive decisions and find solutions to given problems.

The scientific and engineering practices, recurring science themes, and core scientific concepts are not learned in isolation. Students develop an understanding of core scientific concepts while engaged in scientific and engineering practices. Students build conceptual understanding through direct observations and interactions to solidify and deepen their comprehension.

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

The core functionality of Discovery Education digital products will be available 24/7, 99.9% of the time on a monthly basis, except for scheduled maintenance windows and interruptions outside of Discovery Education's control. Discovery Education can provide seven days' notice for any planned service outage, unless an emergency necessitates a break from this protocol. Planned service outages or scheduled maintenance occur in the evenings or weekends to minimize the impact that it will have on customers. Discovery Education employs redundant and geographically diverse cloud hosting facilities to ensure up time.

Discovery Education uses an in-app product notification to communicate scheduled outages and users can stay updated on the status, if one occurs. Users can call, email, or use the Discovery Education's chat feature to share interruptions in service or the inability to login. Discovery Education provides the user with a notification that the respective issue is being worked on and when it is resolved.

- 
4. The proposed solution shall allow students and their teachers who are enrolled in any of our alternative program centers (i.e. GRAD, PLC) access to any Division Wide purchases made at the K-12 (75 Schools) or Elementary (46 Schools) or level at no additional cost. The teachers and students exist as their own entity in PowerSchool and Clever but would need access to division-level purchases and resources provisioned by their homeschool. See Attachment J for a listing of these schools and program centers.

Please see Tab 10 - Pricing/Cost Proposal for the prices of Discovery Education products.



## A. General Requirements: Social Studies Techbook

- > The Successful Offeror(s) shall provide products that support the design, delivery, and assessment of content across K-12 classrooms. Products may be content specific or cross-curricular that provide content for a variety of different subject areas and provide digital content solutions that include specific research-based, digital tools geared towards supporting learning experiences with high-quality, aligned digital content



Courses/Grades	<ul style="list-style-type: none"> <li>• United States History (Prehistory - Reconstruction)</li> <li>• United States History (Civil War - Present)</li> <li>• World Geography and Cultures</li> <li>• World History (Prehistory - Present)</li> <li>• Civics and Government</li> </ul>
Core or Supplemental	Core resource designed to replace a traditional textbook program.
Alignment	Virginia Standards of Learning
Print or Digital	<ul style="list-style-type: none"> <li>• <b>Students:</b> Core digital courses with advanced on-demand download/print functionality.</li> <li>• <b>Teachers:</b> Digital teacher planning resources, Model Lessons, point-of-use digital teacher notes, and on-demand digital professional development resources.</li> </ul>
Language	English with instant toggle to Spanish and authentic text-to-speech, interactive glossary with 100s of languages/dialects, and compatible with Google Translate to provide digital content in 90 languages.
Accessibility	<ul style="list-style-type: none"> <li>• Instant toggle between Reading Level A and Reading Level B</li> <li>• Text-to-speech, four-color highlighting, interactive notebook</li> <li>• Video closed captioning with navigable transcripts</li> <li>• Standards-aligned remediation and extension resources</li> </ul>
Key Features	<ul style="list-style-type: none"> <li>• Flexible, core-curricular resource that uses an inquiry-based approach to enhance literacy, citizenship, and critical thinking skills, allowing students to approach inquiry through the 5Es: Engage, Explore, Explain, Elaborate, and Evaluate.</li> <li>• Compelling core content is paired with thought-provoking essential questions, diverse perspectives, primary source analysis and project-based tasks to reach all learners and encourage appreciation and empathy for others, both past and present.</li> <li>• Multiple perspectives are infused into a seamless narrative as historical events are presented without bias. Students build compassionate awareness through exposure to a variety of historically significant voices.</li> <li>• Thousands of carefully curated primary and secondary sources are coupled with focused analysis activities to promote critical thinking.</li> </ul>

1. The Successful Offeror(s) shall provide a solution where the digital content product or program includes cloud-based capabilities that allow for the following:
  - a. Instructional design that empowers educators and students to access aligned content resources, create, modify, and share instructional content and learning experiences within and outside of the platform.
  - b. Offer assessment functions, features, or activities that encourage students to practice with content and demonstrate their understanding.
  - c. Customization options to meet specific learning objectives and preferences.
  - d. Provides options for accessing data to monitor usage and student engagement.

### Comprehensive Social Studies Instruction

Social Studies Techbook is a digital curricular resource that supports a comprehensive curriculum for grades 6-8. Social Studies Techbook facilitates inquiry-based teaching and learning by integrating multimedia content with exemplary instructional methodologies and research-based approaches that support critical thinking, reading, and writing skills. Social Studies Techbook content is reviewed for accurate curriculum alignment and is extended through the multi-day instructional pathways found in Model Lessons.

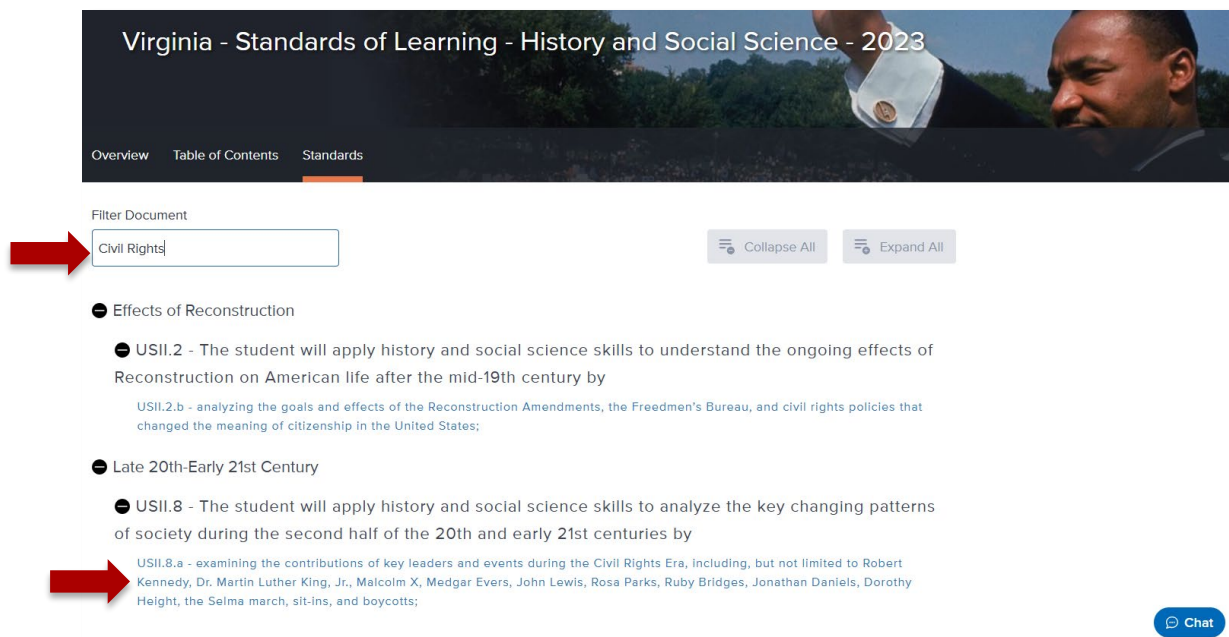
Social Studies Techbook is available in the following courses, each of which is organized into units, chapters, and concepts:

- United States History (Prehistory – Reconstruction)
- United States History (Civil War – Present)
- World Geography and Cultures
- World History (Prehistory – Present)
- Civics and Government

## Virginia Standards of Learning Alignment

Social Studies Techbook offers searchable Social Studies curriculum to locate units aligned with standards. Teachers appreciate how the order of the units in Social Studies Techbook reflect the order in which the standards are covered. This learning progression allows for conceptual development in a logical sequence, with all objectives aligned to Virginia SOLs.

Teachers easily find the exact unit that aligns with a particular standard, by clicking the "Standards" link on the main Social Studies Techbook course page, accessing a map of the standards alignment. Teachers can then navigate through the course standards by expanding each standard to view hyperlinked content. This saves precious time by bringing teachers right to the source.



Teachers search the Standards in Social Studies Techbook by keyword.

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## 5E Model

Social Studies Techbook's resources organization concept centers around the 5E Instructional Model, which is a constructivist approach providing multiple opportunities for ongoing assessment and differentiation. Within each Concept, resources have been categorized according to how they will be used by students and placed behind five different digital tabs: **Engage**, **Explore**, **Explain**, **Elaborate**, and **Evaluate**. Wilson et al (2010) concluded that this 5E Model can positively impact both achievement and equity in science. Applied to social studies, this format's emphasis on problem solving organizes classroom experiences around naturally occurring learning patterns.

- The **Engage** tab provides the "hook" for learning, by activating students' prior knowledge and interest through the concept's relevant real-world Essential Question. The Engage lesson includes a compelling activity that places students as participants within exciting, tense, or debatable historical concepts.
- The **Explore** tab provides several pages of Core Interactive Text (CIT) and related multimedia. This tab contains much of the essential background content about the historical topic. The pages can be read sequentially or deliberately segmented according to specific concepts. The Core Interactive Text provides an instant toggle to Spanish and/or a lower reading level to support all learners. Explore pages contain embedded assignments and writing prompts to continuously check for understanding and enrich exploration.
- The **Explain** tab contains multiple avenues for students to explain their growing understanding of key concepts. These activities can be assigned to small groups or used as individual formative or summative assessments. Each activity has a corresponding teacher guide.
- The **Elaborate** tab contains several more complex activities that encourage students to employ critical reading, writing, thinking, and presentation skills. Many activities prompt students to analyze primary sources and support historical arguments with evidence.
- The **Evaluate** tab contains review cards, a practice assessment, and constructed response assessment items.

## Differentiation

Strategies for differentiation are throughout Social Studies Techbook Model Lessons. In each Teacher Preparation section of the Model Lesson, teachers find: common misconceptions; prior knowledge for students; lesson resources, such as project-based inquiry; strategies for teaching students with special needs; and literacy connections. These guide teachers in accessing student knowledge, checking for misconceptions, and building academic and discipline specific vocabulary.

The English Language Learner Center provides focused virtual Professional Development opportunities, ready-to-use instructional support resources, and content connections for teachers to provide remediation, scaffolds, and differentiated resources for English Language Learners.

**Common Misconceptions**

Be aware that students may have the following misconceptions about people and cultures in Europe.

- Students may assume that because there are many different countries in Europe, each one is made up of a single or just a few ethnicities. In reality, most nations of Europe—and especially the large cities—are very diverse.
- Students who are familiar with U.S. history may think of Europe as a place that people emigrate away from, but in the 20th and 21st centuries, Europe has been a destination for immigrants, especially immigrants from formerly colonized countries.
- Students who have heard of the European Union may think it is a government for the entire continent, similar to the federal government of the United States. In reality, the European Union is primarily an economic union, and its members are still sovereign nations that agree to follow the policies of the organization.

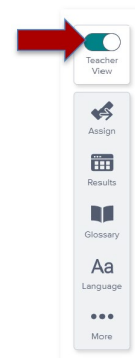
**Prior Knowledge for Students**

- Students should be familiar with general events in European history, such as the Renaissance, the Reformation, and the world wars. They may not know all of the specifics of these events but should have a general understanding of what they were. Student should also be familiar with the Industrial Revolution and its effects.

*Social Studies Techbook Model Lessons offer support for diverse learners.*

## User-Friendly Teacher Materials

The Social Studies Techbook student and teacher version is displayed easily with the toggle of a switch. Student View is used as a “presentation mode,” so teachers may mirror what students see when projecting their screen. In Teacher View, teachers can see the correct answers to Technology Enhanced Items (TEIs) and planning supports, which are only visible when the Teacher View is toggled “on.”



*Toggle between  
Teacher View and  
Student View*

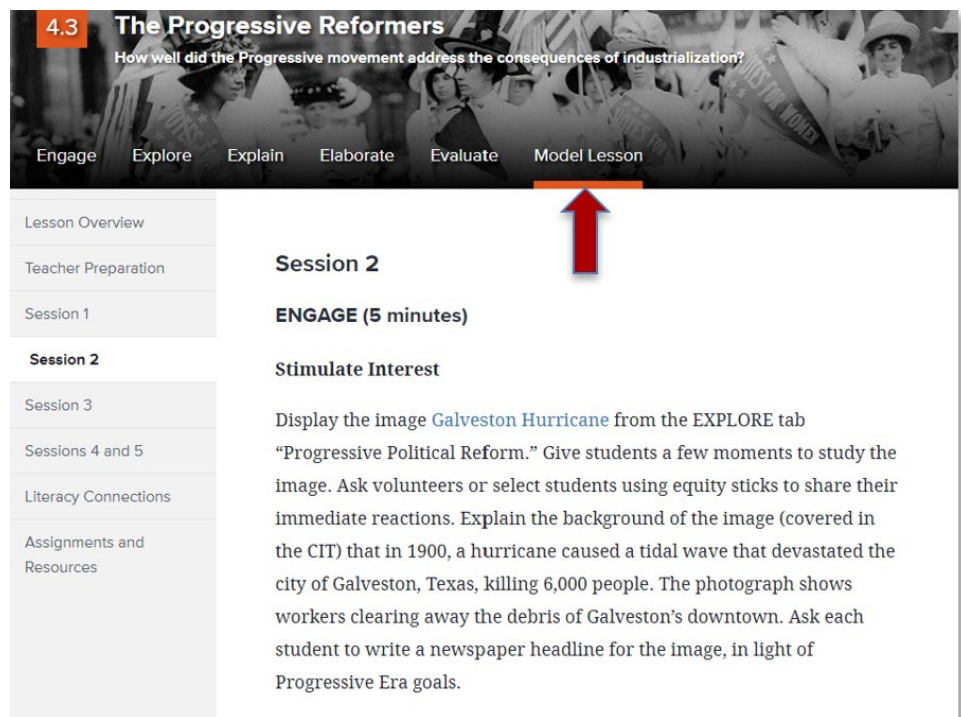


## Model Lessons

Each Social Studies Techbook concept offers teacher-only access to a Model Lesson that is structured with an inquiry-based approach. The 5E digital resources are paired with instructional strategies that guide students in continuously building their own understanding. The multi-day instructional pathway purposefully exposes students to new topics in ways that encourage lasting conceptual understanding. A print-friendly version is available for teachers who prefer reaching for the printed instructional guide on the fly.

### Main components of each Model Lesson:

- **Lesson Overview** provides a recommended time frame for the lesson completion and an overview with linked content found within the 5Es.
- **Teacher Preparation** includes background information for the teacher, common student misconceptions about the concept, and the prerequisite skills and knowledge that students need.
- **Sessions** act as instructional guides through the 5Es. Sessions offer both Directed and Guided Inquiry strategies, as well as ELL tips.
- **Literacy Connections** offer linked literacy-rich activities within the 5Es.
- **Assignments and Resources** gathers all the concept resources in one place for easy access.



*Print-friendly Model Lessons are available for each concept.*

## Teacher Guides

Activities and investigations include corresponding print-friendly teacher guides with suggested step-by-step processes to guide students through activities. Teacher guides provide tips for technology integration, creative methods for students to demonstrate knowledge, and rubrics for evaluating student work.

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## Assessment

Discovery Education Social Studies Techbook provides appropriate assessments to measure students' baseline understandings, progress monitoring tools, and mastery of concepts.

### Ongoing Assessment

Assessment is an ongoing process throughout Social Studies Techbook lessons. The evaluation process begins with a pre-assessment prior to the start of the lesson. Ongoing formative assessments provide data for the teacher to adjust instruction as the lesson progresses. Summative assessments measure the degree of student achievement of the lesson objectives. The highly evolved assessment system in Social Studies Techbook enables teachers to easily monitor student responses and target specific needs.

### Data Dashboard

Throughout the instructional cycle, some assessments prompt students to answer questions within Social Studies Techbook. Student responses feed directly to the Data Dashboard. Assessments are aligned to standards and include scoring keys. Some questions require students to explain their reasoning and are teacher scored using guidelines in the teacher's guide. These include a corresponding Evaluation Criteria Scoring Rubric, accessible to both teachers and students. Auto-scored questions feed directly to the Data Dashboard, providing both teachers and students immediate access to results.

The Student Dashboard provides feedback and summarizes the responses for the student, allowing for continual checks of personal learning progression. The Teacher Dashboard enables the teacher to conduct individual and class analysis of learning, quickly identifying student misconceptions and sharing commendable responses anonymously with the class to promote discussion. Teachers use supports such as teacher guides and the Model Lesson to present additional information in a variety of formats. Alternate paper and pencil print-friendly options for formative assessment are embedded within Social Studies Techbook. These are typically labeled as Editable or PDF Activities.

### Assessment Builder

Assessment Builder offers a bank of ready-to use standard-aligned questions, with the ability for teachers to author and add their own items. Teachers can customize all Discovery Education-authored summative assessments. This includes removing and adding questions or limiting answer options. Teachers can use these tools to construct custom diagnostics responsive to student needs throughout the year.

### Accessibility Features

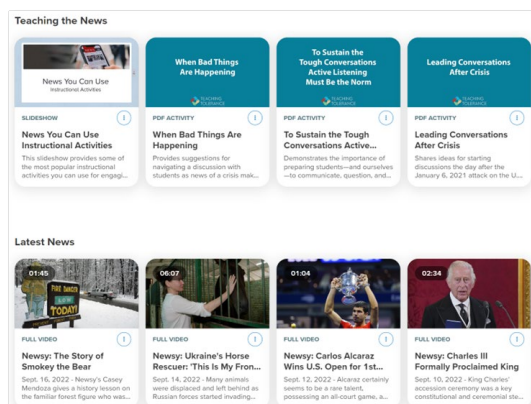
Social Studies Techbook offers an easy-to-use digital notebook for interactive notetaking at the course, concept, and lesson levels. Students highlight text and annotate using the four standard colors (yellow, rose, green, blue) and can easily use the text-to-speech function. Notes seamlessly gather in a customizable, printable digital notebook. The personalized notebooks offer teachers valuable insight on individual learning progression and knowledge gaps.

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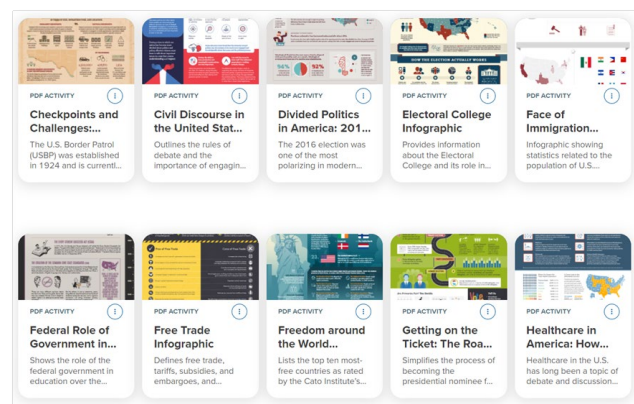
### Real-World Relevant Content

Social Studies Techbook concepts begin with an Engage prompt where students offer a "snap-judgment" of a real issue or controversy related to the topic they are about to study. For example, in the Civics and Government course, students analyze a series of situations within The First Amendment concept and reflect whether each action should be protected as a right. Students provide an opinion on whether the government should interfere, or if the individual deserves free speech or expression. Each Engage prompt is followed by a thought-provoking Essential Question to set the stage for the learning to come. In this example, students continue their learning journey to explore content that sheds light on the real-world relevant question, "why is free speech essential to representative government?" As students continue their learning journey, the Explore tab launches with a compelling quotation, discussion excerpt, or a real-life scenario pertinent to the topic about to be addressed.

Teachers can use the Global News tool, linked directly in Social Studies Techbook, to extend a connection between history and today. Selected news stories are organized into grade level bands to ensure messaging is appropriate. Reuters News Archives, Top News Stories from Newsy, and activities for Teaching the News can be assigned directly. Another source of up-to-date news for social studies teachers is the Student Governmental Affairs Program (SGAP) infographics within the Discovery Education Experience. These infographics explore both sides of current events, citing sources from the SGAP. They are designed for middle and high school students to stimulate informed debates of timely issues.



*Global News channel*



*Student Governmental Affairs Program infographics*

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

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Please see Tab 10 - Pricing/Cost Proposal for the prices of Discovery Education products.

## A. General Requirements: Mystery Science

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### mystery science

Courses/Grades	Mystery Science provides science curriculum for K-5 classrooms.
Core or Supplemental	Flexible resource, providing options for teachers needing quick supplemental mini-lessons as well as full lessons for core instruction.
Alignment	Next Generation Science Standards with a crosswalk document to the Virginia Standards of Learning available: <a href="#">Virginia Standards alignment with Mystery Science</a>
Print or Digital	Fully digital, online science curriculum, with advanced on-demand print and download capabilities for offline use.
Language	English. Full lessons allow instant toggle to Spanish transcripts and Spanish assessments.
Accessibility	<ul style="list-style-type: none"> <li>English and Spanish transcripts and lesson resources for students with auditory accommodations or those who require written word accommodations.</li> <li>Extension options for students needing additional support.</li> </ul>
Key Features	<ul style="list-style-type: none"> <li>Five-minute mini-lessons, perfect for K-5 teachers squeezed for science time. "Mystery Guides" answer real student science questions every week.</li> <li>Full "open-and-go" hands-on science lessons aligned to Virginia SOLs, with material lists customized to the number of students in a teacher's class.</li> <li>The Anchor Layer adds unit-level phenomena, opportunities to revise conceptual models after each lesson, and a performance task.</li> <li>Three-dimensional assessments challenge students to complete tasks such as data analysis, model design, and production.</li> <li>Units, lessons, and mini-lessons include corresponding teacher planning resources to support ease of implementation.</li> <li>Embedded Professional Development opportunities enhance teachers' ability to scaffold science instruction.</li> <li>Ready-made emails to share with parents about content covered in Mystery Science lessons.</li> <li>Mystery Packs bring units to life with materials for hands-on learning.</li> </ul>



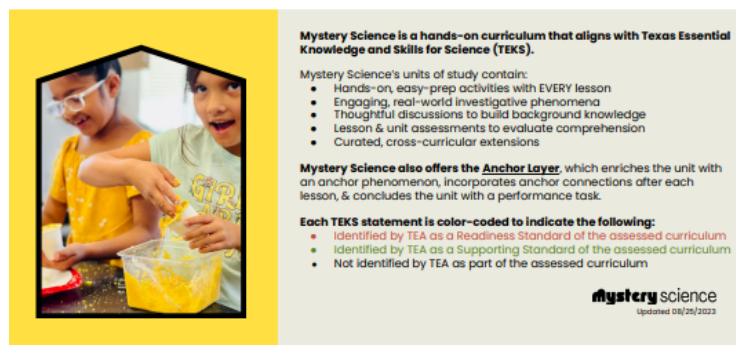
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  - c. Customization options to meet specific learning objectives and preferences.
  - d. Provides options for accessing data to monitor usage and student engagement.

### Curriculum Overview

The primary objectives of Mystery Science are to implement, enrich, and support the district's educational programming for departments that serve in the areas of K-5 science, with connections across content areas.

Mystery Science makes teaching and learning K-5 science:

- **Fun**, providing hands-on experiences, so students are at the center of doing science and engineering investigations.
- **Easy**, offering standards-aligned open-and-go lessons that require minimal prep time or content expertise.
- **Personal**, based on students' own curiosity-driven questions about the world around them.
- **Memorable**, presenting visual evidence that leads to profound, lasting conclusions.



***Mystery Science's engaging open-and-go lessons align with TEKS.***

Mystery Science's curriculum focuses on two key pillars:

- Developing a sense of **wonder and curiosity** in students.
- Making teaching **standards-aligned science** so easy and fun that busy multi-subject elementary teachers are capable of leading hands-on science regularly.

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## The 5E Model

Mystery Science anchoring phenomena, narrative storylines, pauses for discussion, and hands-on investigations use real-world problems to drive learning. Mystery Science lessons are designed using the 5E Instructional Model, which builds on students' prior learning in all three dimensions.

## Authentic and Meaningful Scenarios

Mystery Science lessons are anchored in student-friendly, curiosity-driven questions that are relatable, such as "could a volcano pop up where you live?" Student engagement, activation of prior knowledge, and scientific discourse supports the development of academic language.

## Diverse and Authentic Student Supports

Mystery Science addresses needs of all students with the following features:

- Extension readings include text-to-speech feature.
- Looping videos and step-by-step activity instructions enable students to see exactly what they should do and to revisit instructions as they work.
- Hands-on activities allow students to experience the scientific concepts by "doing," with opportunities for reading, writing, and discussion. Teachers assess student understanding in multi-modal ways.
- Discussion questions are built into every single lesson, facilitating highly engaged peer conversations.
- The video-first design of Mystery Science lessons enables students who are not yet proficient readers to participate fully in all science lessons.
- Supports for English Language/Emergent bilingual students include lesson narration, text-on-screen, student-facing working sheets, and assessments available in Spanish with an easy language toggle.

## Guidance and Support for Teachers

Mystery Science lessons include print-friendly student worksheets, preparation instructions, planning guides, and teacher tips that can be downloaded for offline access. Mystery Science provides a pacing guide to support a teacher's year-long planning. It contains a one-page overview of the units for each grade and the lessons in each unit. Anchor Layers in grades 1-5 enhance curriculum with anchoring phenomena, student-driven inquiry, opportunities for development and revision of ideas, and performance tasks.

Reviewers are invited to access the:

- [Mystery Science K-5 Planning Guide](#)
- [Storyline Overview with Mystery Science](#)

- 
- 2. The Successful Offeror(s) shall provide a solution for a teacher/student to access aligned digital content resources to support the design, delivery, and assessment in a learner-centered environment. Products may be content specific or cross-curricular.**

### **Presence of the Dimensions of Science**

Mystery Science offers relevant unit storylines with intentional activity sequencing to help students take ownership of their learning. Students journey through action-packed storylines that make sense of phenomena aligned with their natural curiosities. Each unit follows a three-dimensional framework, launching with real-world anchor phenomena that inspires students to ask important questions. Students work together to make predictions, offer evidence-based explanations, and solve problems during collaborative investigations. Mystery Science lessons open with a student-friendly question, designed to help students stay curious.

Mystery Science helps students answer these questions with engaging phenomena in the form of visual storytelling. Students develop a personal relationship with the natural world, supported by the Anchor Layer Overview in grades first through fifth.

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

The core functionality of Discovery Education digital products will be available 24/7, 99.9% of the time on a monthly basis, except for scheduled maintenance windows and interruptions outside of Discovery Education's control. Discovery Education can provide seven days' notice for any planned service outage, unless an emergency necessitates a break from this protocol. Planned service outages or scheduled maintenance occur in the evenings or weekends to minimize the impact that it will have on customers. Discovery Education employs redundant and geographically diverse cloud hosting facilities to ensure up time.

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Please see Tab 10 - Pricing/Cost Proposal for the prices of Discovery Education products.

## A. General Requirements: Pivot Interactives

- > The Successful Offeror(s) shall provide products that support the design, delivery, and assessment of content across K-12 classrooms. Products may be content specific or cross-curricular that provide content for a variety of different subject areas and provide digital content solutions that include specific research-based, digital tools geared towards supporting learning experiences with high-quality, aligned digital content



<b>Courses/Grades</b>	Pivot Interactives provides science interactives for 6-12 classrooms with activities focused on all subjects.
<b>Core or Supplemental</b>	Supplemental
<b>Alignment</b>	Virginia Standards of Learning
<b>Print or Digital</b>	Fully digital, online interactive video-based science activities
<b>Language</b>	English
<b>Accessibility</b>	<ul style="list-style-type: none"> <li>• Scaffolded instruction guides students as they learn, allowing for unrestricted exploration of phenomena.</li> <li>• Questions, checks for understanding, and interactive tools are seamlessly embedded.</li> </ul>
<b>Key Features</b>	<ul style="list-style-type: none"> <li>• Teachers easily implement active learning in the classroom by having students engage with phenomena and the science practices on an innovative platform.</li> <li>• Students explore phenomena in all parts of the learning cycle without time, resource, or safety constraints.</li> <li>• Teachers exchange tiring web searches, unproductive lab experiments, and passive learning for interactive, easy-to-use tools that open a new world of science for students.</li> <li>• Interactive videos enable students to create their own experimental scenario, by actively seeing, measuring, analyzing, and exploring science for themselves.</li> <li>• Co-Lab™ groups bring students together to collaborate and overcome challenges.</li> <li>• Randomized questions and automatic feedback give students specific, redirective feedback, so that they have the support they need to successfully do science.</li> <li>• Syncs with Bluetooth data sensors for accurate, hands-on data collection and analysis, with no extra software.</li> <li>• Embedded data tables and graphing are seamless and powerful.</li> <li>• Full-access editor unleashes teacher creativity to design or tailor any activity.</li> <li>• Shared teacher libraries allow for content alignment across courses and departments.</li> <li>• Robust intuitive dashboard, with reporting on usage and impact.</li> </ul>



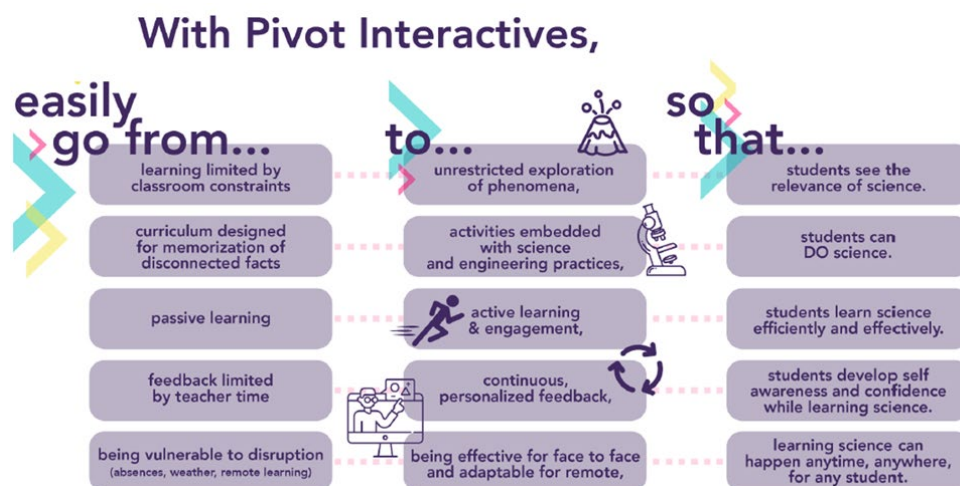
1. The Successful Offeror(s) shall provide a solution where the digital content product or program includes cloud-based capabilities that allow for the following:
  - a. Instructional design that empowers educators and students to access aligned content resources, create, modify, and share instructional content and learning experiences within and outside of the platform.
  - b. Offer assessment functions, features, or activities that encourage students to practice with content and demonstrate their understanding.
  - c. Customization options to meet specific learning objectives and preferences.
  - d. Provides options for accessing data to monitor usage and student engagement.

### Curriculum Overview

Pivot Interactives offers robust and dynamic digital materials/tools to engage students in meaningful learning experiences. Innovative digital content and representations enhance or extend Science and Engineering Practices (SEPs) and Crosscutting Concepts (CCCs). Pivot Interactives is appropriate for students of all levels in grades 9-12, and in many cases middle school students. Pivot Interactives can readily fit into a variety of locations within the learning cycle. Content areas include:

- Biology
- Earth and Space Science
- Environmental Science
- Chemistry
- Physics

Pivot Interactives addresses classroom constraints of time, expensive lab equipment, training, and safety protocols. Phenomena is centered on the process and practice of science. Students can measure data, ask questions, and learn from thousands of trials of previously unreachable phenomena. The program minimizes learning losses and maximizes student collaboration through skill acquisition. Classroom teams collect, share, and analyze data using hands-on integrations, modeling and graphing simulations, and interactive videos. Students think critically to identify relationships, communicate, and reflect on their evidence-based discoveries.



Pivot Interactives drives purposeful supplemental science instruction. Districts can populate curriculum frameworks and pacing guides with curated and editable activities from the Pivot Interactives library. This ensures that all students have access to engaging and pedagogically sound instructional tools.

Pivot Interactives is quickly implemented as an instructional and formative assessment tool. Some districts have chosen to use Pivot Interactives for balanced assessments, to measure student progress in the science practice across schools and common courses.

### **Presence of the Dimensions of Science**

Pivot Interactives addresses the full scope of Three-Dimensional Learning of Disciplinary Core Ideas (DCIs), Crosscutting Concepts (CCCs), and Science and Engineering Practices (SEPs) coherently across the course and between grades. Activities are labeled with learning objectives and aligned with relevant standards. Teachers can search by standards, instructional purpose, and specific student supports to select the activity that best engages students in the application of core ideas. Teachers can tailor any activity for refined learning objectives.

Each Pivot Interactives activity is centered on phenomena. The signature interactive video functionality allows students to change conditions and then observe the altered phenomena. Students view unique phenomena from nature, then interact with it through experimentation. Students use tools to measure distance, time, color, concentration, and more. The synergy of phenomena with tools that are manipulable and measurable supports standards-aligned practices.

### **Diverse and Authentic Student Supports**

Pivot Interactives 9-12 includes high-quality student supports for all learners as they progress toward grade level performance expectations, including culturally relevant approaches and materials for students with IEPs and for English Language Learners. Supplemental options are offered for remediation and acceleration. Teacher-mediated lessons guide students through diverse and authentic content. The visual nature of the interactive videos makes content and phenomena accessible to all students. Each activity uses a variety of relevant text, charts, graphs, diagrams, and other illustrations to invite and motivate students to engage in discussion, problem solving, and higher-order thinking skills.

All text in activities is accompanied by a text-to-speech tool. This provides support for English Language Learners and students with disabilities. Teachers can assign activities to the whole class, groups, or individual students. This ensures students access instructional resources selected and assigned based on their needs.

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## Guidance and Support for Teachers

Pivot Interactives' easily searchable, simple-to-assign activities empower all science teachers to provide effective science instruction, regardless of tenure and experience. Every activity is 100% customizable and includes the full suite of editing tools. This embedded design feature empowers teachers to tailor lessons for diverse learners. Shared Libraries promote curricular consistency and collaboration across teams, subjects, and the entire District. Thousands of additional activities can be found in the Community Library, where other Pivot Interactives instructors have publicly shared their activities. The Instructor's Notes section provides teacher support, with pedagogical background on the function of each activity and ideas for pre and post implementation. Information includes time estimates, instructional purpose, a summary of the student action and learning, important vocabulary and formulas, and common misconceptions. The notes identify related activities that serve as a useful prerequisite for experiences or next steps, as well as related activities.

- 2. The Successful Offeror(s) shall provide a solution for a teacher/student to access aligned digital content resources to support the design, delivery, and assessment in a learner-centered environment. Products may be content specific or cross-curricular.**

### Authentic and Meaningful Scenarios

Pivot Interactives offers a practical solution for engagement in authentic science. Many of the activities are based on interactive video where students can closely observe real events of scientific interest. Students can control experimental parameters, ask their own questions, and then design and execute experiments to answer those questions.

#### Teachers can:

- Access over 500 activities for all science subjects that are 100% customizable and easily searchable to align with teaching and learning styles.
- Engage students in interactive video, simulation, and sensor integration, with the science practices embedded throughout the learning cycle.
- Differentiate to address specific student needs with scaffolding, auto-grading, and a robust activity editor.
- Share teacher libraries for content alignment across courses and departments.

#### Students can:

- Apply the science practices by asking questions, measuring data, analyzing results, interacting with models, and proposing explanations.
- Explore previously inaccessible phenomena in a structured environment to effectively build competence in the core content ideas.
- Use scaffolded instructional tools and build confidence with continuous, personalized feedback.
- Manipulate and display data with powerful data tables and graphs.
- Collaborate with peers in Co-Lab™ groups to synthesize data and share explanations.



*Pivot Interactives activity*

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

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Please see Tab 10 - Pricing/Cost Proposal for the prices of Discovery Education products.




## A. General Requirements: Discovery Education Experience

- > The Successful Offeror(s) shall provide products that support the design, delivery, and assessment of content across K-12 classrooms. Products may be content specific or cross-curricular that provide content for a variety of different subject areas and provide digital content solutions that include specific research-based, digital tools geared towards supporting learning experiences with high-quality, aligned digital content



<b>Courses/ Grades</b>	Discovery Education Experience provides relevant teaching and learning materials for K-12 classrooms.
<b>Core or Supplemental</b>	Discovery Education Experience curates standards-aligned, multimodal, interactive content designed to supplement instruction.
<b>Alignment</b>	The base of supplemental multimodal teaching and learning resources within Discovery Education Experience includes Virginia Standards-aligned content in all K-12 content areas.
<b>Print or Digital</b>	Fully digital, online teaching and learning platform, with advanced on-demand download/print functionality.
<b>Language</b>	In addition to English, Discovery Education Experience contains multimodal resources in Spanish, Chinese, French, Arabic, Japanese, Portuguese, Russian, Thai, and many other languages.
<b>Accessibility</b>	<ul style="list-style-type: none"> <li>Naturally supports Universal Design for Learning principles through student and teacher choice of various content modalities.</li> <li>Multi-language closed-captioning and navigable video transcripts with auditory and written accommodations.</li> <li>Standards-aligned remediation and extension resources to meet the needs of all learners.</li> </ul>
<b>Key Features</b>	<ul style="list-style-type: none"> <li>Flexible K-12 learning platform provides compelling high-quality content, ready-to-use digital lessons, unique collaboration tools, and professional development resources. Built for all learners, grade levels, subject areas, and interests, <i>Experience</i> brings excitement to lessons.</li> <li>Over 200,000 standards-aligned resources include vetted, high-quality images, audio, video, text, interactives, and activities carefully curated by topic and organized by grade level.</li> <li>Live and archived Virtual Field Trips engage students, teachers, and families in unique experiences, such as interacting with a dairy farmer, a sports nutritionist, a celebrity chef, the First Lady of the United States, and an Olympian athlete. Students learn how communities can work together to design caring and creative solutions.</li> <li>Engaging channels offer topic-focused multimodal resources and planning supports such as: <i>DEMystified</i>, <i>News &amp; Current Events</i>, <i>STEM Careers</i>, <i>Outrageous Acts of Science</i>, <i>World Geography</i>, <i>Financial</i></li> </ul>



*Literacy, Reading Comprehension, Civics Connected, Math in Context, and Manufacture Your Future.*

- Step-by-step guides, interactive courses, and live webinars and events help teachers maximize resources to create compelling all-subject area learning opportunities.

1. **The Successful Offeror(s) shall provide a solution where the digital content product or program includes cloud-based capabilities that allow for the following:**
  - a. **Instructional design that empowers educators and students to access aligned content resources, create, modify, and share instructional content and learning experiences within and outside of the platform.**
  - b. **Offer assessment functions, features, or activities that encourage students to practice with content and demonstrate their understanding.**
  - c. **Customization options to meet specific learning objectives and preferences.**
  - d. **Provides options for accessing data to monitor usage and student engagement.**

### **PreK-12 High-Quality Content**

Discovery Education Experience, the launching pad of Science Techbook, Social Studies Techbook, and Mystery Science, is built for all learners, grade levels, subject areas, and interests. Discovery Education reaches students wherever learning is taking place, with ongoing adjustments reflecting user feedback and research. Dedicated curriculum specialists and engineers collaborate to maintain a platform that presents tools effectively and efficiently, to enhance the teaching and learning experience.

#### **Teachers save valuable time with access to:**

- One dynamic, flexible platform featuring vetted content available anywhere, anytime, on any device for seamless transition between in-class, remote, or blended instruction.
- Over 200,000 standards-aligned instructional resources that expand knowledge, enliven disciplinary vocabulary, and prolong enjoyment for learning.
- Exclusive opportunities for career explorations, at-home challenges, and stimulating student-directed activities.

#### **Teachers' toolboxes are enhanced by:**

- Grab-and-go, editable digital lessons.
- Collections of research-based strategies that get students moving, collaborating, and communicating purposefully.
- Flexible downloadable and print-friendly resources.
- In-person, virtual, and on-demand professional development opportunities.
- Access to a community of educators who share best practices and first-hand advice.

#### **Student achievement is supported by:**

- Real-time scaffolds such as text-to-speech, multi-language video closed captions and transcripts, multimedia language filter, and the Immersive Reader in 100+ languages.
- Culturally responsive, equitable, and accessible materials that engage varied learners.
- Strategies that adapt content to specific student needs, such as English Language Learners (ELL), Special Education, and social-emotional learning (SEL).

**Student engagement increases with:**

- Over 105,000 videos, with quiz and interactive options to transform participatory, accessible instruction.
- Live and archived Virtual Field Trips that engage students, teachers, and families in unique experiences, such as STEM career explorations.
- The ability to co-design interactive boards and slideshows in the Studio design platform.
- Immediate assessment feedback in the Student Dashboard.

**Time Saver for Teachers**

Discovery Education Experience was designed to save teachers time, so the focus can be on enlivening teaching and learning through relevant content, useful tools, and stimulating strategies. Interactive adventures open worlds of knowledge for students and extend their interests. Content is expertly curated by topic into channels across all subject areas: Science, STEM, Social Studies, Mathematics, English Language Arts, Health, Social Emotional Learning, Visual and Performing Arts, Careers/Workplace Skills, and World Languages.



Teachers can subscribe to topic-specific channels to build their own personalized and relevant homepage, with highly used content immediately accessible. The robust search functionalities allow teachers to target and assign standards-aligned instructional resources, with scaffolds to support differentiation.

The advanced on-demand print and offline-use functionalities offer flexible blended learning options. Video, audio, and podcast transcripts, images, interactives, reading passages, lesson materials, constructed response items, and graphic organizers are among the multimodal options with printable PDF versions.

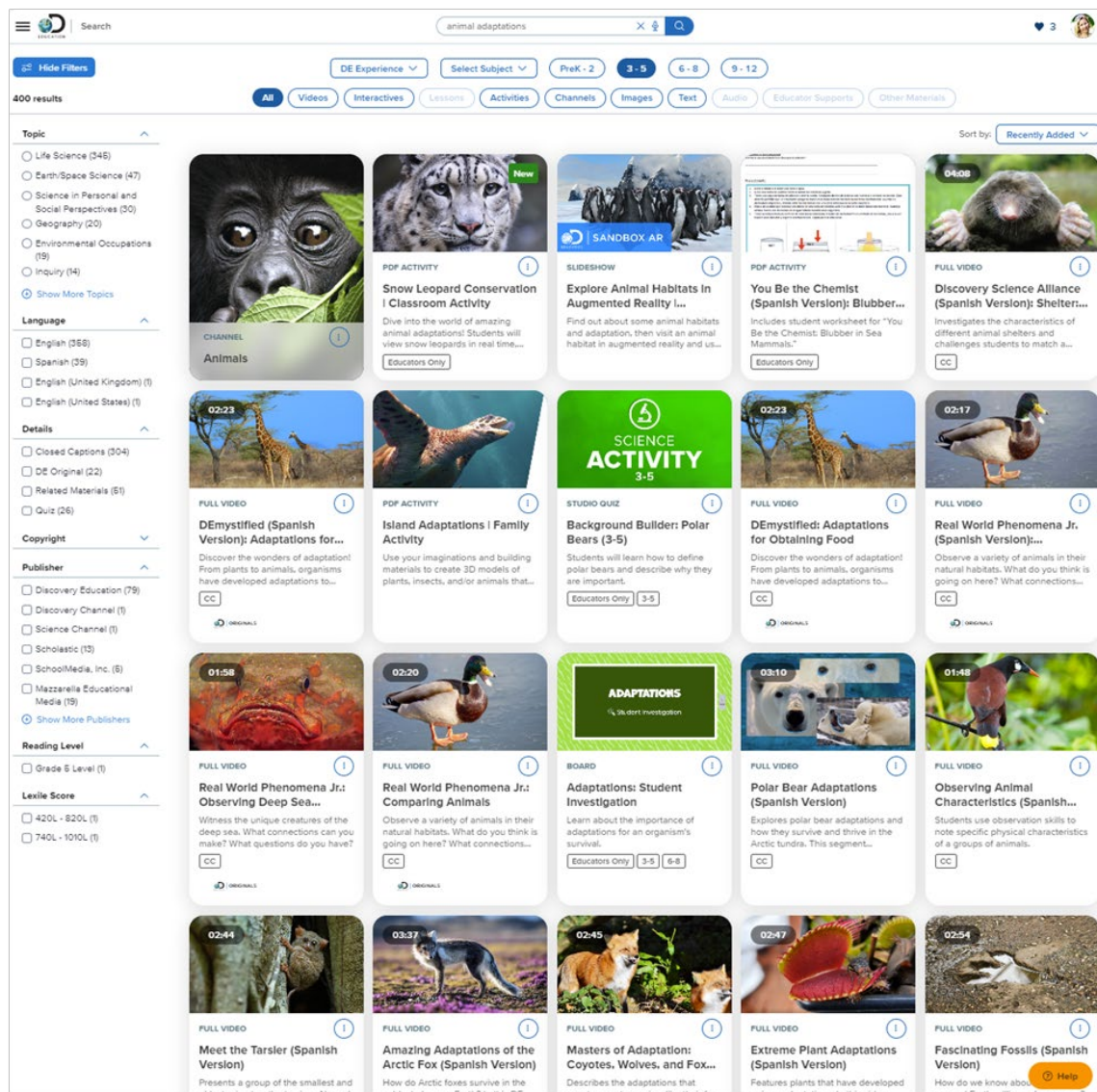
## Authentic Assessments

Formative and summative options include standards-aligned customized assessments, interactive quizzes, brief constructed responses, and graphic organizers. Teachers can ask questions on-the-fly with live quizzes, assign to individuals or focused groups, and embed questions directly into videos and Studio projects. Students can use the Studio platform to complete and share projects aligned to scoring rubrics. Teachers design responsive remediation and extension opportunities, with instant access to informative data.

## Reviewer Supports

Reviewers are welcome to take a virtual tour of Discovery Education Experience:

<https://www.discoveryeducation.com/features/>.



Teachers and students use the advanced filtering features to find up-to-date stimulating content.



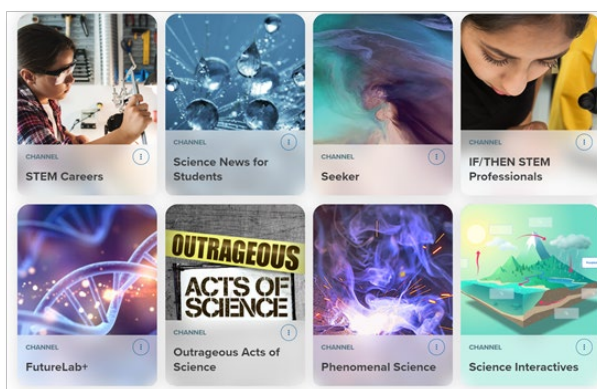
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### Phenomena and Inquiry-Based Science Channels

The Discovery Education Experience includes science channels showcasing innovations in science, STEM careers in action, science on the streets, and student investigators who make science come to life. The channels are designed to be used supplementally to add real-world connections and opportunities for extension and remediation. The multimedia found within channels includes videos, print-friendly reading passages with text-to-speech, PDF activities, encyclopedia articles, interactives such as Skill Builders, Explorations, and Investigations, collaborative projects with STEM career connections, Reuters News stories, and Studio projects.

#### Discovery Education Experience channels:

- [Phenomenal Science](#): This series showcases compelling natural science phenomena paired with instructional activities. Students observe a phenomenon, ask questions, and use their understanding of science to explain what they see and predict what happens next.
- [STEM Careers](#): Students learn about fascinating STEM careers with professionals engaged in their field of study. Students see STEM experts solving problems creatively and collaboratively. Students view Virtual Field Trips, career profiles, student challenges, and STEM activities.
- [IF/THEN STEM Professionals](#): IF/THEN® seeks to advance women in science, technology, engineering, and math (STEM) by empowering current innovators and inspiring the next generation of pioneers. The content is organized by Life & Earth Sciences, Physical Sciences, and Computers, Engineering & Math.
- [Outrageous Acts of Science](#): This team of experts reveals the science behind stunts. Each episode features mind-blowing displays of human ingenuity and science in action.
- [Science News for Students](#): Up-to-date reading passages are designed specifically for middle school and high school students. The content is organized by Earth & Space, Life Science, Chemistry, Technology & Innovation, Psychology, Statistics, and Society & Science.
- [Seeker](#): Seeker presents a digital collection for middle and high school students that highlights stories about groundbreaking innovations that impact people, the planet, and universe.



Science channels add real-world timely connections.



## Interactive Science Labs

Science Interactives instantly assess progress and offer implementation materials such as student and teacher activity guides. Discovery Education has organized Life Science, Physical Science, and Earth/Space Science interactives into grade bands within the [Science Interactives](#) channel. Students can grow a virtual garden, examine energy transfer during a roller coaster ride, simulate the formation of the solar system, and discover what daisies and frogs have in common while interacting with science in action.

### Types of Science Interactives:

- Exploration
- Interactive
- Virtual Lab
- Skill Builder
- Investigation
- Integrated Science Simulation
- Fun-damental
- Collaborative Project



In this Virtual Lab, students design a new local park with as little damage to the pond ecosystem as possible.

# How Does Your Garden Grow?

Languages English



## Garden Grown

You're entering the Incredible Vegetable Contest at the Summer Fair. How can you get your plants to make the largest crop of veggies? Vegetables need soil, water and light to grow into large and healthy plants. What combination is the best for the plants?

In this virtual lab, you are an agronomist. That is a person who studies how food plants grow. Experiment with different combinations to figure out how to produce the largest crop.

START

[Build a Presentation](#)

[Share](#)

[Add to Favorites](#)

[Save to My Content](#)

[Print](#)

[Copy Link](#)

## Details

### About this Virtual Lab

Discovery Education Student

What are the best conditions for growing fresh vegetables? Students practice designing and conducting an investigation using differences in soil, water, and light for two different plant types.

[View Citations](#)

### Prepared Classroom Materials

[Student's Guide Level 1](#)

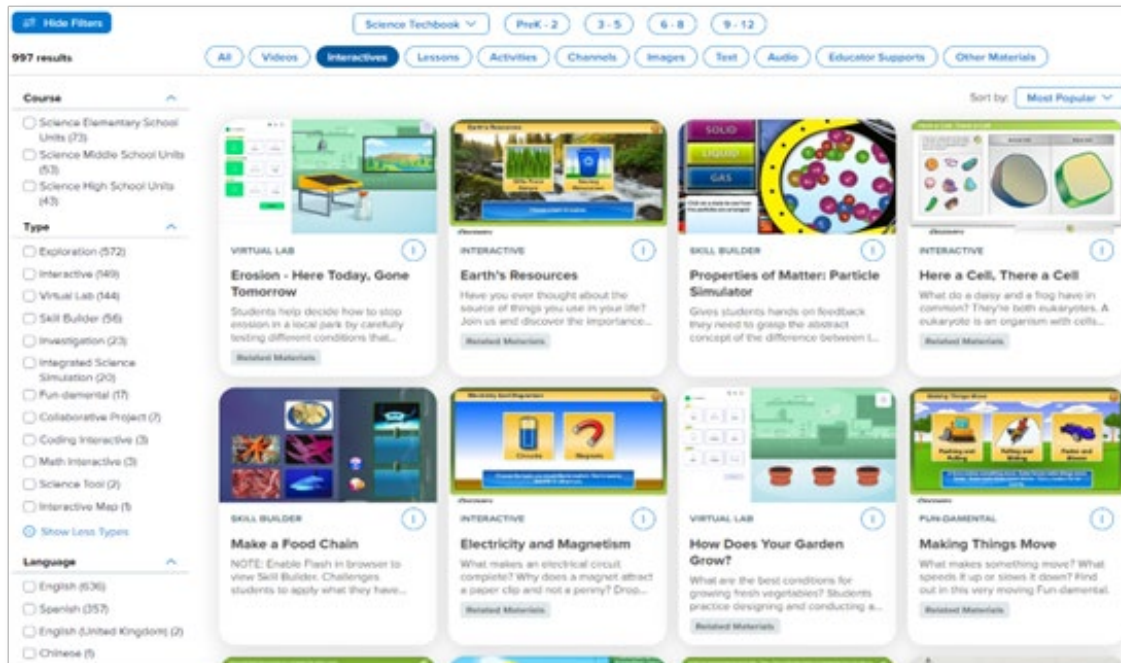
[Student's Guide Level 2](#)

Interactive science simulation with printable teacher and student guides for differentiated groups.

## Finding Just-Right Interactives:

Teachers can begin at the Discovery Education Experience, and search, locate, and assign nearly 1,000 Science Interactives in four easy steps.

1. Search for topic by keyword.
2. Select a **grade level** (PreK-2, 3-5, 6-8, or 9-12).
3. Select filter **Type of Media: Interactives**.
4. Select **Type of Interactive**



Teachers can search for interactive science labs by keyword.

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## A. General Requirements: DreamBox Math

- > The Successful Offeror(s) shall provide products that support the design, delivery, and assessment of content across K-12 classrooms. Products may be content specific or cross-curricular that provide content for a variety of different subject areas and provide digital content solutions that include specific research-based, digital tools geared towards supporting learning experiences with high-quality, aligned digital content



Courses/Grades	Grades K-8
Core or Supplemental	Supplemental
Alignment	Virginia Standards of Learning
Print or Digital	Digital
Language	English and Spanish
Accessibility	<ul style="list-style-type: none"> <li>• Visual design follows careful guidelines regarding color and contrast, flash rates, and icon and control consistency.</li> <li>• Intelligent adaptivity delivers appropriate instruction to every student based on their established proficiency and in their zone of proximal development.</li> <li>• Lessons are delivered in small, bite-sized chunks of information, breaking up complicated tasks into smaller steps.</li> <li>• Students will hear instruction, see modeling and immediate feedback, and can touch or click virtual manipulatives.</li> <li>• Students can access an on-screen keyboard that shows the appropriate type of input options for each lesson, limiting distractions and minimizing the screen space the keyboard uses.</li> </ul>
Key Features	<ul style="list-style-type: none"> <li>• Continuous formative assessment captures students' decisions as they solve every math problem.</li> <li>• Adaptive technology adjusts within and between lessons to match each learner's level of readiness and create a personalized learning experience.</li> <li>• Students model relationships and connect with mathematical ideas through digital manipulatives.</li> <li>• Students take ownership of their math learning when they set and track goals, personalize avatars, and work within incentivized, gamified environments.</li> <li>• Built-in student messaging empowers teachers to send personalized notes to encourage productive struggle.</li> <li>• Actionable data empowers educators to accelerate, remediate, and differentiate instruction.</li> <li>• Educators can create assignments that differentiate lessons for an entire class, small groups, or individual students.</li> <li>• With Lesson Recommendations, educators can instantly view student progress, including insights about what students should learn next.</li> </ul>



1. The Successful Offeror(s) shall provide a solution where the digital content product or program includes cloud-based capabilities that allow for the following:
  - a. Instructional design that empowers educators and students to access aligned content resources, create, modify, and share instructional content and learning experiences within and outside of the platform.
  - b. Offer assessment functions, features, or activities that encourage students to practice with content and demonstrate their understanding.
  - c. Customization options to meet specific learning objectives and preferences.
  - d. Provides options for accessing data to monitor usage and student engagement.

### Deepen Mathematical Understanding with DreamBox Math

DreamBox Math is an easy to implement K-8 adaptive solution proven to deepen mathematical understanding. The program personalizes learning paths in real time, builds student confidence, automates lesson differentiation, and monitors progress. The program uses a rigorous, research-based, pedagogical sound curriculum aligned to the Virginia Standards of Learning.

The curriculum intelligently adapts to every student regardless of mathematical ability. Students develop standards-aligned skills in the following domains and topics:

- Counting, Addition, and Subtraction
- Comparisons and Ordering
- Place Value
- Multiplication and Division
- Geometry
- Measurement
- Fractions and Decimals
- Ratios and Proportions
- Expressions and Equations
- Functions

### Systematic Scope and Sequence

DreamBox Math provides personalized digital instruction that empowers students to become confident learners. Designed by educators, established principles improve learning outcomes for students using DreamBox Math. The curriculum intelligently adapts to every student, regardless of mathematical ability or level, to stimulate deep, fundamental understanding. Reviewers are welcome to evaluate the [DreamBox Math Curriculum Guide](#).

The program features a dynamic and comprehensive instructional model that offers a wide range of activities. DreamBox Math delivers open-ended exploration and sensemaking exercises that cultivate conceptual understanding. Students develop critical thinking skills to identify mathematical structures and find relationships between concepts. Engaging, game-oriented instruction challenges students to apply strategies and build mental math fluency and automaticity.

### Adaptive Personalized Learning

Continuous formative assessments capture students' decision-making process. The program's adaptive technology adjusts within and between lessons to match each learner's level of readiness and create a personalized experience. Learning is grounded in effort and action, rather than memorization.

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**Deepened Conceptual Understanding and Fluency**

Students drive their own learning to build deeper confidence by modeling relationships and connecting mathematical ideas through digital manipulatives and multidimensional problem solving. This level of rigor surpasses pencil and paper tests and surface level prompts.

**Challenged and Motivated Learners**

The program's responsive learning environments adapt to struggling, advanced, and on-level students. DreamBox Math challenges and nurtures students according to their proficiency level, encouraging engagement, reflection, and extension. Students feel motivated during every lesson by consistently working within their zone of proximal development.

**Confidence Growth Mindset**

Students take ownership of their learning as they set and track goals, personalize avatars, and work within incentivized, gamified environments. Built-in student messaging allows teachers to send personalized notes to encourage productive struggle. Students can respond or initiate conversations and connect with their teacher within a safe, digitized environment.

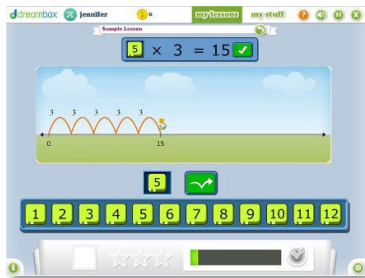
**Immediate Feedback Supports Impactful Instruction**

DreamBox Math's InSight Adaptive Assessment offers continuous, embedded formative assessment and supports personalization of path, pace, scaffolding, and sequencing for every learner. The program assesses each student's strategies, work, and solutions. Real-time formative and summative data provide educators with insights to make the best instructional choices at each moment of the day.

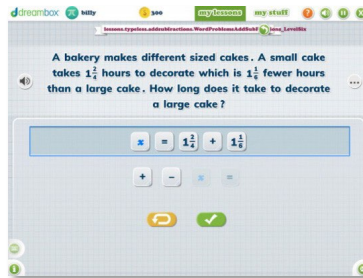
2. The Successful Offeror(s) shall provide a solution for a teacher/student to access aligned digital content resources to support the design, delivery, and assessment in a learner-centered environment. Products may be content specific or cross-curricular.

### Game-Based Lessons Engage Students

DreamBox Math features a growing library of over 2,300 lessons that use virtual manipulatives and games. The program activates fluent number sense and quantitative and abstract reasoning about mathematical structures, concepts, and strategies. Each lesson begins with clear instructions for the expected task. As students work through the problem, the program progressively scaffolds with explicit steps, as required. DreamBox Math delivers feedback through digital manipulatives, audio instructions/questions, and incremental examples.



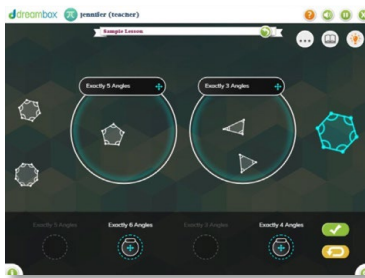
Drag-and-Drop



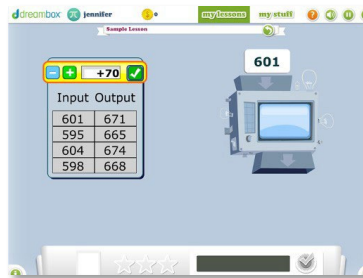
Equation Editor



Graphing



Hot Spot



Text Entry



Number Line

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

The core functionality of Discovery Education digital products will be available 24/7, 99.9% of the time on a monthly basis, except for scheduled maintenance windows and interruptions outside of Discovery Education's control. Discovery Education can provide seven days' notice for any planned service outage, unless an emergency necessitates a break from this protocol. Planned service outages or scheduled maintenance occur in the evenings or weekends to minimize the impact that it will have on customers. Discovery Education employs redundant and geographically diverse cloud hosting facilities to ensure up time.

Discovery Education uses an in-app product notification to communicate scheduled outages and users can stay updated on the status, if one occurs. Users can call, email, or use the Discovery Education's chat feature to share interruptions in service or the inability to login. Discovery Education provides the user with a notification that the respective issue is being worked on and when it is resolved.

- 
4. The proposed solution shall allow students and their teachers who are enrolled in any of our alternative program centers (i.e. GRAD, PLC) access to any Division Wide purchases made at the K-12 (75 Schools) or Elementary (46 Schools) or level at no additional cost. The teachers and students exist as their own entity in PowerSchool and Clever but would need access to division-level purchases and resources provisioned by their homeschool. See Attachment J for a listing of these schools and program centers.

Please see Tab 10 - Pricing/Cost Proposal for the prices of Discovery Education products.

## B. User Interface

### 1. Browser Support – the proposed solution shall:

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

Discovery Education works on desktop and laptop computers. Discovery Education recommends downloading the most recent browser version for the latest and greatest features. Products are currently operating on the HTML5 format. While some features may be inaccessible, products can be accessed with an out-of-date browser. The following browsers are recommended to ensure the best experience:

- Google Chrome
- Mozilla Firefox 44 and above
- Safari 9.0 and above
- Microsoft Edge 38.x and above

Discovery Education users can check if a particular system meets the requirements for effective use by visiting: <https://app.discoveryeducation.com/learn/check-requirements/>. The website will run an instant automated check on the device/computer and browser.

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

Discovery Education has an ADA compliant inclusive design. As the provider of dynamic digital instructional content, Discovery Education views accessibility as an on-going commitment versus a one-time project. There is a comprehensive plan in place to ensure content is accessible to all students. Discovery Education's digital products can be accessed in a one-to-one setting on a personal device such as an iPad or Chromebook, or through Promethean Boards or other interactive displays. There are no protections blocking assistive technologies for preferred input methods. Discovery Education digital products are WCAG compliant and expertly built with accessibility and differentiation features. This includes compatibility with screen-readers such as JAWS for visually impaired students. The browser's zoom functionality may be used to adjust the size. Discovery Education works with browser plug-ins that enable users to adjust color and background.

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

Discovery Education's digital products are Internet-based and do not require software or hardware installation, apart from an Internet browser.



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

Discovery Education strives to provide an intuitive user interface that is both visually pleasing, easy to use, and accessible to all students and teachers. The platform design for Discovery Education products is research based, with careful attention to design principles linked to best practices for accessibility and user experience.

The design aims to meet WCAG standards for color contrast for all essential content, which is 4.5:1 for normal text and 3:1 for bold or larger text.

The design system uses cool neutral grays – also referred to as “slates” – to establish a modern interface more attractive than an array of default grays.

The primary font family is Proxima Nova, whose rounded sans-serif conveys a friendly first impression. The design uses varying weights to establish visual hierarchy and create contrast.

The global navigation bar sits beside all standard pages—providing easy navigation between services, tools, and the homepage.

Discovery Education products are responsive, automatically sizing the page to the best view of a device, whether it is a small cellular telephone, tablet, desktop monitor, or large classroom display.

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

Discovery Education does not support specific tablet and mobile devices by name but does ensure products work with devices that use the most recent version of operating systems. For example, if an iPad has one of these operating systems, then Discovery Education should work on this device.

- ChromeOS
- Android
- iOS

Discovery Education users can check if a particular system meets the requirements for effective use by visiting: <https://app.discoveryeducation.com/learn/check-requirements/>. The website will run an instant automated check on the device/computer and browser.

## C. Integration and Reporting

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

Discovery Education employs account permissions using a role-based hierarchy and authentication system (account/district administrator, school/site administrator, teacher, and student roles). Account administrators have capabilities to control content (title exclusion), student access (search and search filters), download permissions and restrictions, and user management for the entire account. Site administrators have the same privileges for their site. Teachers may control their individual user profiles and manage classrooms and student user accounts. Only administrators may run reports within the administrative interface to see usage by user.

Discovery Education services consist of an admin interface that is web-browser based with HTTPS enabled, which allows for remote management.

- 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 (Lightweight Directory Access Protocol) as a method of authentication and authorization.**

Discovery Education offers multiple user management options to simplify student and teacher access to Discovery Education products. These include CSV imports, single sign-on authentication, and learning management system integrations. Reviewers are invited to learn more about simple, safe access methods and integration into classroom workflows: [Classroom Technology Integrations | Discovery Education](#). User management options may be reviewed for the best fit: [Integrations & Access](#).

### Single-Sign-On Options

- [Google Single Sign-On Information](#)
- [Office 365 Single Sign-On Information](#)
- [ClassLink Single Sign-On Information](#)
- [LDAP Single Sign-On Information](#)
- [SAML/ADFS Single Sign-On Information](#)

The options listed above are provided to partners after required paperwork is submitted and processed. Discovery Education will work collaboratively with partners to determine SSO solutions that best meet a district's need.

**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.**

All Discovery Education services allow for delegated administration of users through role-based authentication. Discovery Education services consist of an admin interface that is web-browser based with HTTPS enabled, which allows for remote management. Discovery Education services utilize management of account permissions using a role-based hierarchy (account/district administrator, school/site administrator, teacher, and student roles). Discovery Education services offer unique administrative, teacher, and student views. Each of these views provide access to the content and resources appropriate for the role assigned by the administrator. The user roles are provided in summary:

- Account/District Administrators access teachers, students, and classes across the district. In this role, the Administrator has the capability to log into any web supported browser and use authorizations to manage users and content district wide.
- Site/School Administrators may create and maintain user accounts and add/update classes for their school via the bulk upload tool.
- Teachers have the capability to log into any web supported browser and use authorizations to manage users and content within their classes.
- Students have the capability to log into any web supported browser and use authorizations to access content assigned by their teacher and safely search for content of interest.

### Insights Dashboard

The Discovery Education Insights Dashboard is accessible to partners to measure success, monitor usage, and make actionable decisions for what works best for educators and students. The Insights Dashboard is intended to provide an easily accessible window into how Discovery Education services are being used within a district, enabling selected administrators to view and analyze consistent and accurate usage data. At each level there is an overview, as well as individual reports for each Discovery Education product within the account.

Within the Insights Dashboard, users have access to three reports:

1. Account Overview
2. Account Resource Usage
3. Assessment Interactions.

These reports contain information to better understand and gain insight into how users in an account(s) are interacting with their licensed Discovery Education products. Each report provides the option to filter and drill down to gain valuable information to best support account(s) with the implementation of Discovery Education.

The types of reports and analytics include:

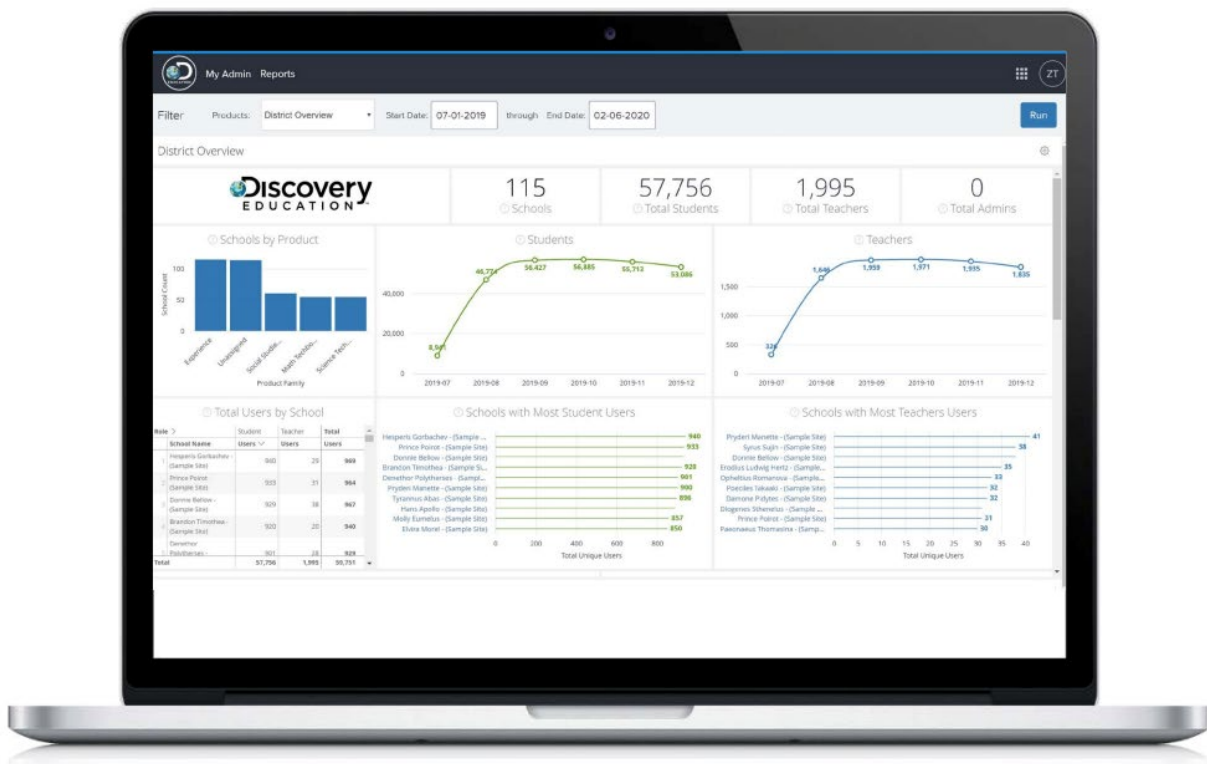
- total students, total teachers, and licensed schools
- total users by school
- days of teaching and learning
- total resources
- total interactions by grade and by subject
- interactions by resource type
- professional development participants

Administrators can adjust the filters to populate the reports with the data they are interested in viewing. There are three selections:

1. Product
2. Start Date
3. End Date

There are many opportunities to drill down into data by manually hovering or clicking on data to interact with it or to find more information on that data point.

District administrators have access to the district-level reports; and both district and site administrators have access to the school-level reports. The Account Overview Reports includes tiles showing number of schools using each product, number of students and teacher users by month and by school, usage by resource type and download status, and asset usage by school. Reviewers are welcome to access the [Quick Start Guide to Insights Dashboards](#).



## Insights Dashboard: District Overview

5. Any requirements for students, staff, course, roster, or school information must be supported through a common specification. The exchange of data must be through a common protocol and not require the installation of vendor-specific software in the HCPS internal infrastructure. HCPS currently supports the following means of exchanging student information in order of preference but will accept other non-vendor specific protocols:
  - a. LTI integration as a Tool Provider (TP) with our LMS (Learning Management Systems) 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. File exchange to a vendor-supported SFTP server

Discovery Education offers multiple user management options to simplify student and teacher access to Discovery Education products. These include CSV imports, single sign-on authentication, and learning management system integrations. Reviewers are invited to learn more about simple, safe access methods and integration into classroom workflows: [Classroom Technology Integrations | Discovery Education](#). User management options may be reviewed for the best fit: [Integrations & Access](#).

### Learning Management System Integrations

- [Schoology & Discovery Education](#)
- [Google Classroom & Discovery Education](#)
- [Canvas & Discovery Education](#)
- [Microsoft Teams & Discovery Education](#)
- [Brightspace by D2L and Discovery Education](#)

### Data Syncing Management

- [Google Technical Requirements](#)
- [Clever Secure Sync \(SSO and Rostering\)](#)
- [PowerSchool AutoSend for Discovery Education](#)

### Account Creation

- [Bulk Import Teachers, Students, and Classes](#)
- [Manually Create Accounts & Classes](#)

The options listed above are provided to partners after required paperwork is submitted and processed. Discovery Education will work collaboratively with partners to determine SSO solutions that best meet a district's need.

## Account Management

User account management for Discovery Education products occurs via automated import, using OneRoster CSV and Secure FTP. The rostering process automatically handles:

- name changes
- school/location transfers
- identification of teachers and students in multiple schools
- management of student, teacher, and site-based and district administrator roles.

Provisioning and updating users and classes via OneRoster REST APIs is also possible through Discovery Education's OneRoster app in ClassLink. This process is outlined: <https://usermanagement.discoveryeducation.com/resource/classlink/>

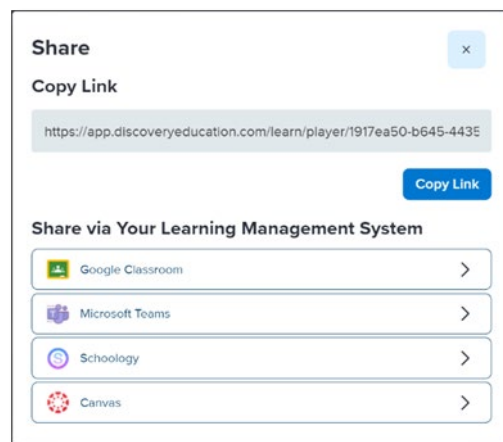
Discovery Education offers Districts automated:

- data syncing management
- streamlined export of rosters, assessment data, class data, and teacher accounts.

PowerSchool's AutoSend feature exports the SIS data into CSV files and posts them to Discovery Education's SFTP server. Additional export and automation capabilities may be reviewed: [CSV Imports - Discovery Education Help Center](#).

## Sharing Resources

Discovery Education resources are shared with students and fellow teachers via the arrow share icon. This button creates a direct link to the selected digital resource, which may be shared in the selected Learning Management System (LMS) or via email. The user accessing this link would be brought directly to the resource the teacher currently has open.



Directly sharing selected resource in District LMS.



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**6. Data integration shall be provided at no additional cost to HCPS.**

Data integration is provided to partners at no additional cost after required paperwork is submitted and processed. Discovery Education will work collaboratively with partners to determine SSO solutions that best meet a district's need.

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

Discovery Education is a member of the Common Cartridge & Learning Tools Interoperability Alliance and has experience with Common Cartridge/Thin Common Cartridge standards. Discovery Education is working to comply with IMS Global Standards and is open to exploring solutions with potential partners. Discovery Education currently meets IMS Global Learning Tool Interoperability (LTI) 1.3.

## D. Accessibility and Web Accessibility

- 1. The digital reading/writing 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.**

Discovery Education is deeply committed to ensuring that its products and services are accessible to all students. Accessibility is viewed as an on-going commitment versus a one-time project. Discovery Education has designed a comprehensive plan to ensure digital services are accessible to people with disabilities.

- 2. The solution shall be accessible to persons with disabilities, including:**
  - a. Blindness, color blindness, visual impairment**
  - b. Deafness, hearing impairment**
  - c. Speech impairment**
  - d. Mobility, strength, dexterity or reaching impairment**

Discovery Education instructional materials and services produce evidence of usability and efficacy with a full range of students (i.e., deaf and hard of hearing, visually impaired, blind, limited physical ability, English Learners, gifted and talented). Accessible activities address unique student needs through varied and unbiased methods, vocabulary, representations, models.

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

Discovery Education's digital products are expertly built with differentiation features and capabilities. These include a play/pause feature and compatibility with screen-readers, such as JAWS for visually impaired students.

- 4. The solution shall follow Federal Web Accessibility Standards (part of Section 508 of the Rehabilitation Act).**

Discovery Education materials are compliant with Section 508.

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

Discovery Education is engaged in continuous evaluation of digital products against WCAG 2.2 standard requirements and strives to achieve compliance at the A and AA levels. Discovery Education's dedicated full-time team of experts are diligently working to comply with these standards. Upon request, Discovery Education can provide copies of VPATs for relevant products.

## E. Infrastructure and System Administration

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

Discovery Education is a web-based service delivered via the internet (SaaS model) from the Cloud. There is no local installation, expense, or maintenance of servers or software. Discovery Education hosts services on Amazon Web Services (AWS) and does not control a separate data center. Multiple availability zones host services to ensure redundancy.

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

Discovery Education has servers within the United States. The entire database is stored using Microsoft's TDE (Transparent Data Encryption) using AES 256 Bit Encryption. All data at rest in databases is encrypted with AES-256, which meets the stated FIPS 140-2 requirements. Keys are managed through industry and platform standard key management mechanisms (Microsoft TDE).

The supported ciphers are restricted to the smallest possible subset necessary to support modern browsers, and the overall implementation is graded as A, using online tools such as Secure Socket Layer (SSL) Labs (Qualys).

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

Discovery Education meets state and federal laws concerning data sharing, security, and privacy. Student data is not required for the use of any of the basic Discovery Education services. In the event users elect to use any of the functionality within the Discovery Education services which provide personalized pages, individual accounts, other user-specific customization, or otherwise submit or upload information, such student data will be limited to first name, last name, grade level and school name.

Discovery Education shall use such student data provided in compliance with the Children's Online Privacy Protection Act of 1988 ("COPPA"), the Federal Educational Rights & Privacy Act of 1974 ("FERPA"), Children's Internet Protection Act ("CIPA"), the Student Data Transparency and Security Act in Colorado House Bill 16-1423, other applicable laws, regulations and statutes, and [Discovery Education's Data Security Policy](#).

Data collected within Discovery Education products allow students to complete activities and then submit their work to their teachers for scoring and feedback. That information may include teacher and student names, emails, district affiliation, school classes, assignments, lab groups, and completed work, scores and feedback.

Discovery Education technology has a security model to prevent unauthorized access to data. While Discovery Education meets or exceeds industry standards to prevent unauthorized access, Discovery Education cannot detail those safeguards in non-secure printed form. Backups are secured in a remote vault by a trusted data storage vendor. The data is disposed by the periodic backup rotation process. Authorized access to data is only given to select Discovery Education personnel for the purpose of providing customer and technical support for the Product. Data center infrastructure has undergone an SSAE 16 review.

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

Discovery Education digital products do not contain commercial content.

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

HCPS can trust Discovery Education, in affiliation with DreamBox Learning, has the experience and capacity to manage successful large-scale implementations, the company partners with the various state departments of education and the largest school systems in the nation. Discovery Education serves approximately 4.5 million educators and 45 million students worldwide, and its resources are accessed in over 100 countries and territories. Specifically, statewide partnerships and large school systems are among the top accounts by usage for Discovery Education products. Discovery Education serves:

- Nevada Department of Education
- Arizona Department of Education
- New Hampshire Department of Education
- New York City Department of Education
- New York Boards of Cooperative Educational Services (BOCES)
- Miami-Dade County Public Schools
- Wake County School District (NC)
- Montgomery County Public Schools (MD)
- Fairfax County Public Schools (VA)
- Collier County Public Schools (FL)
- Orange County School District (FL)

Reviewers can learn more about Discovery Education's and DreamBox Learning's successful partnerships at [Discovery Education Success Stories](#) and [DreamBox Learning Footprint](#). This includes videos, testimonials, and research results.

**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.**

Please see the defined external IP addresses for LDAP at [LDAP Single Sign-On Information - Discovery Education Help Center](#)

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

As digital learning programs, Discovery Education products can be updated and modified to ensure ongoing content accuracy. Should an error have passed through our rigorous review process, an edit would be made. These edits are immediately available to all users.

### Help & Support via Email & Phone

Technical support is available Monday – Thursday 8:00 am – 7:00 pm EST and Friday 8:00 am – 6:30 pm EST via a highly trained, “live” Discovery Education technician to assist and help trouble shoot. The Discovery Education Customer and Technical Support team is available:

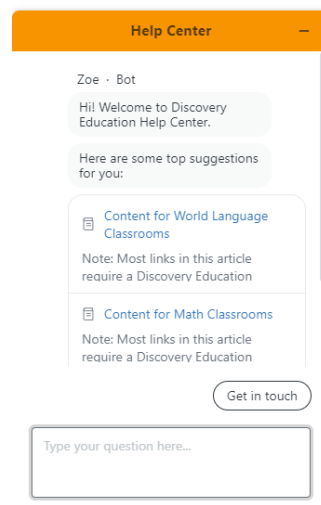
- Toll free at: 1-800-323-9084.
- Via e-mail at [education\\_info@discoveryed.com](mailto:education_info@discoveryed.com).
- Via the Contact Us link on the Discovery Education website.

### Help & Support via Ticket System

Discovery Education’s support structure includes a defined internal escalation path utilizing a ticket system, which allows a customer to track progress working with any of the support staff. In addition, customers may escalate urgent issues via e-mail or by phone through the Support Representatives Services or the Director of Customer and Technical Support. Upon initiation of service, direct contact information will be provided for the points of escalation within Discovery Education.

### Help & Support via Live Chat

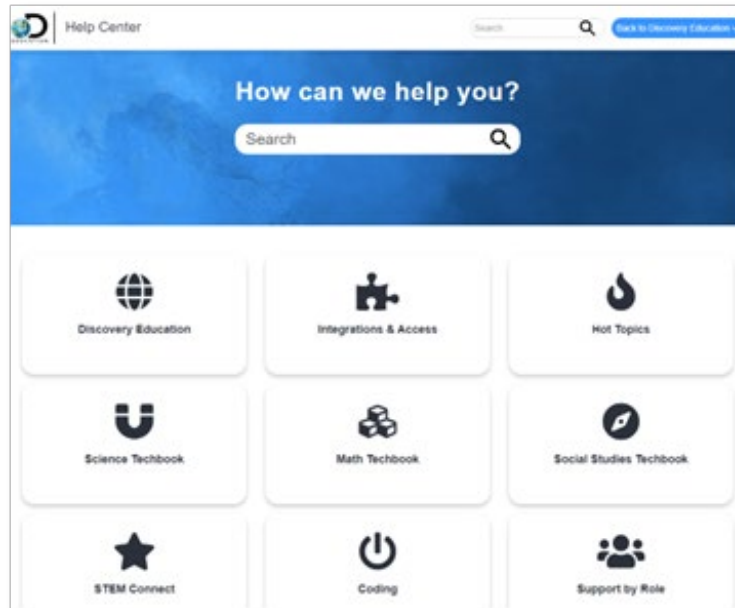
Discovery Education users can chat directly with a member of the support team when logged into their account. Teachers, students, and parents can click on the orange ‘Help’ badge in the bottom right corner of the screen. Selecting “Get in Touch” establishes a connection to a support team member. If the live chat is selected during out-of-office hours, a question can be typed. Linked Help Center articles are offered immediately to support the answer.



Discovery Education Live Help Chat

## Help Center

The comprehensive [Discovery Education Help Center](#) offers technical, product, and implementation resources in the form of articles, animations, live-to-site videos, and direct links to instructional content.



Discovery Education Help Center



## F. Device, Software, and Network Specifications

### 1. District-wide Staff, High and Middle School Students

#### a. Windows Laptop

##### i. Software

1. OS (Operating System) - Windows 11: 64-bit
2. Browsers - Google Chrome 129.x or above; Microsoft Edge 129.x or above
3. PDF Reader - embedded within Chrome and Edge
4. M365

##### ii. Hardware- Dell Laptops

##### 1. Specifications

- a. Displays: 11"-14" depending upon model
- b. Network connection: wireless
- c. Hard drive: 128-256GB SSD; depending upon model
- d. Memory: 8GB

#### b. Chromebooks (primary device for all elementary students)

##### i. Software

1. Chromium OS 129.x+ or above

##### ii. Hardware

##### 1. Dell Chromebook 3100 (touch and non-touch):

##### a. Specifications:

- i. Display - 11.6" HD (1366 x 768)
- ii. Network - Built-in Wireless Card
- iii. Processor - Intel Celeron N4020
- iv. Memory - 4GB

#### c. iOS Devices- Elementary and Secondary

##### i. Software

1. iOS version -16.x, minimum

##### ii. Safari browser

##### iii. Hardware (based on iPadMR7F2LL/A)

1. Display - 9.7-inch (diagonal) LED- backlit, multi-touch with IPS technology
2. Wireless-A, Wireless-AC, Wireless-G, Wireless-N

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## Technical Requirements

Discovery Education's digital products are Internet-based and do not require software or hardware installation, apart from an Internet browser. Products are currently operating on the HTML5 format. Discovery Education's digital products can be accessed in a one-to-one setting on a personal device such as an iPad or Chromebook. Instructional content can be projected in a one-to-many setting through Promethean Boards or other interactive displays.

## Computers

Discovery Education works on desktop and laptop computers. Discovery Education recommends downloading the most recent browser version for the latest and greatest features. While some features may be inaccessible, products can be accessed with an out-of-date browser. The following browsers are recommended to ensure the best experience:

- Google Chrome
- Mozilla Firefox 44 and above
- Safari 9.0 and above
- Microsoft Edge 38.x and above

Discovery Education works on both Macintosh and Windows based desktop hardware. It is recommended that the following specifications are met for Macintosh based systems:

- Apple Mac OS version 10.x
- 1GHZ processor or faster
- Minimum resolution of 1024 x 600 for optimal viewing
- Sound card and speakers

It is recommended that the following specifications are met for Microsoft based systems:

- Windows 7 or newer
- 1 GHZ processor or faster
- Minimum resolution of 1024 x 600 for optimal viewing
- Sound card and speakers

## Tablet and Mobile Devices

Discovery Education does not support specific tablet and mobile devices by name but does ensure products work with devices that use the most recent version of operating systems. For example, if an iPad has one of these operating systems, then Discovery Education should work on this device.

- ChromeOS
- Android
- iOS

Discovery Education users can check if a particular system meets the requirements for effective use by visiting: <https://app.discoveryeducation.com/learn/check-requirements/>. The website will run an instant automated check on the device/computer and browser.

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## 2. Networking Environment

### a. District Internet Bandwidth

- i. **2 Comcast ENI circuits to provide a total district bandwidth of 16 Gbps of Internet Service to the Data Center which is then distributed to the entire district via the size and type of WAN circuits.**

### b. Firewall Protection

- i. **Cisco firewalls**

### c. Local Area Network and Wireless Infrastructure

- i. **All Schools/ Sites use either 1 Gbps or 10 Gbps fiber backbone connections between their MDF and IDF network closets.**
- ii. **All Schools/ Sites use wireless access points capable of supporting WiFi 6 (IEEE802.11 ax) wireless standard and are connected at 1 Gbps, or greater, to multi-gig switches.**

Content Delivery Networks (CDN) are used to deliver high quality and bandwidth friendly videos for the best customer experience. Discovery Education's use of adaptive streaming technology automatically chooses the best quality video (on average between 300 Kbps - 2+ Mbps bitrate) based on the available bandwidth. Discovery Education's blended multimedia platform offers targeted video segments, text, interactives, images, and assessments. The shift from streaming full-length videos naturally reduces the bandwidth consumption and focuses on a deeper immersion into the lesson.

Discovery Education products use whitelisting settings for student data transfer and bulk import processes. Discovery Education has a comprehensive vulnerability management program that conducts regular automated scans. The suite of cybersecurity tools includes endpoint protection and firewalls, with 24/7 monitoring provided by a Managed Security Services Provider (MSSP).

Discovery Education's Domain Names, Specific Subdomains, and IP Addresses for whitelisting and firewall may be reviewed: <https://help.discoveryeducation.com/hc/en-us/articles/360056036074-What-are-recommended-firewall-and-filter-exclusions->

## G. Professional Development/Training

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

### Transforming the Teacher's Journey

Discovery Education has a dedicated internal research team and engages independent research organizations to cull insights from **qualitative and quantitative data** that are used to evaluate program impact and inform program enhancement decisions. Independent studies have revealed promising results about the impact of Discovery Education partnerships, products, and services on teaching and learning outcomes.

### Professional Development Framework

Discovery Education's dynamic Professional Development framework strengthens teacher effectiveness, empowers school leaders, and increases student engagement. Discovery Education offers research-based, results-driven Professional Development. The innovative approach provides educators with immersive experiences to bridge theory and practice. Discovery Education's approach is teacher-centered, with face-to-face Professional Development, online support, classroom application, and job-embedded coaching offered.

### Professional Development Sessions

Discovery Education provides a range of learning opportunities for teachers to incorporate its products across all subjects, equitably and with great impact. Discovery Education product training sessions provide a foundation of practical and functional use for Mystery Science and Discovery Education Experience to build teacher competency and comfort around effective usage. Teachers gain practical strategies and inspirational pedagogy they can use with Discovery Education resources to immediately transfer their learning into practice.

### In-Person Professional Development

An in-person Professional Development option is the 100-300 Pathway. Each level contains four 90-minute modules that make up a six-hour session. HCPS can select from the [In-Person Professional Learning Catalogue](#) for in-person deliveries. Product-based Professional Development focuses on Discovery Education's dynamic suite of resources, comprised of digital tools, strategies, lessons, and curricular resources. Topic-based Professional Development tackles current and relevant topics in teaching and learning. Reviewers can access in-person Professional Development opportunities for each proposed product:

- [Virginia Science Experience](#)
- [Social Studies Techbook](#)
- [Mystery Science](#)
- [Pivot Interactives](#)
- [Discovery Education Experience](#)



In Person



Virtual



Asynchronous

## Hourly Virtual Professional Development

HCPS can also select from the [Hourly Product Training Catalogue](#) for flexible virtual deliveries. These Professional Development engagements are structured within the Level 100-300 Framework to build teacher competency around usage of Discovery Education's suite of resources, with a focus on functionality and practicality. Reviewers can access virtual Professional Development opportunities for each proposed product:

- [Virginia Science Experience](#)
- [Social Studies Techbook](#)
- [Mystery Science](#)
- [Pivot Interactives](#)
- [Discovery Education Experience](#)
- [DreamBox Math](#)

## Instructional Support Opportunities

HCPS' Professional Development includes the option of face-to-face instructional support sessions. Teachers, STLs, School leaders, and HCPS Professional development facilitators are given guidance and feedback as they develop, implement, and support innovative lessons.

Discovery Education Professional Learning Facilitators help educators select digital content and effective instructional strategies, using Discovery Education products. Small groupings may include teacher leaders inspiring their campus peers, building principles who are championing a culture shift, or grade-level/content-area Professional Learning Communities (PLCs).

## Team and/or Individual Instructional Support

*Professional Learning Facilitators support in real-time, virtually or in-person, by:*

- Extending and applying learning from a Professional Development session.
- Using Discovery Education resources to support academic achievement and student engagement through real-world problem solving.
- Planning and co-creating learning experiences that leverage curated activities and strategies within a teacher's pacing guide or unit of study.

## Faculty Meeting Instructional Support

*Professional Learning Facilitators:*

- Provide a 30-minute to 1.5-hour faculty support session before or after the school day.

## In-Classroom Instructional Support for Teachers

*Professional Learning Facilitators:*

- Demonstrate and/or co-teach with the classroom teacher using an integration of Discovery Education resources and instructional strategies.

## In-Classroom Instructional Support Framework

- Stage 1: Informal Visit: Professional Learning Facilitators plan an informal visit to observe routines and the instructional sequence, with opportunities to interact with students. Professional Learning Facilitators take note of the learning environment and specific instructional strategies used throughout the lesson experience.
- Stage 2: Model Lesson: Professional Learning Facilitators lead a model lesson on a standard of choice with a deliberate strategy that can be replicated by the teacher.

- Stage 3: Co-plan a Lesson: Professional Learning Facilitators and the teacher design a lesson that integrates Discovery Education Experience content and strategies. By the end of the planning session, the roles of each instructor are clearly defined.
- Stage 4: Co-teach the Planned Lesson: After the co-taught lesson, the teacher and Professional Learning Facilitator each share their reflections during a debrief. Measurable, reachable goals are defined collaboratively.
- Stage 5: Observe Teacher Implementation: The Professional Learning Facilitator is present during a teacher-led lesson to encourage, equip, and empower.
- Stage 6: Debrief / Feedback: The Professional Learning Facilitator and teacher debrief the teacher-led lesson from the lens of the learner and design an action plan based on shared goals.

### Instructional Support for Administrators

*Professional Learning Facilitators can assist with:*

- Goal setting and leadership vision.
- Planning an interactive faculty meeting or school community event.
- The development of school implementation strategies and the collection of artifacts.
- Providing a high-level overview of Discovery Education.
- Focused teacher learning walks to develop a common understanding implementation evidence.



## Transferring Theory to Practice

On-demand professional learning solutions give teachers time to focus on connecting with students, supporting retention and rekindling spirited teaching. Embedded supports nurture educators' curiosity and instill confidence in implementation.

### On-Demand Professional Development

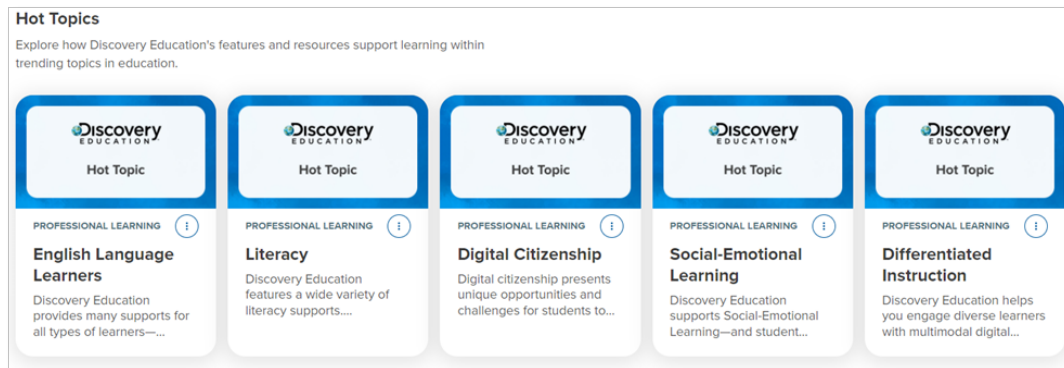
Discovery Education provides a full spectrum of Professional Development support, including on-demand resources and tools that are built right into Discovery Education's digital products. "Educator Support" is accessed within the Global Navigation menu at the top left of the Discovery Education landing page. Educators access step-by-step guides, articles, curated instructional content, and eLearning opportunities. The four support pillars offer differentiated pathways:

1. Getting Started
2. Instructional Strategies
3. Professional Learning
4. Discovery Education Leaders

Featured Educator Supports	Description
<a href="#">Step-by-Step Guides &amp; Interactive Courses</a>	Teachers gain confidence in navigating Discovery Education to find and assign resources, access ready-to-use lessons, use formative assessment tools, and design engaging digital lessons with content creation tools.
<a href="#">A full Events Calendar and On-Demand Resources</a>	Teachers join Discovery Education community members at dynamic in-person, virtual, and blended Professional Development events.
<a href="#">Instructional Strategies</a>	Teachers explore the Spotlights on Strategies collection, organized into skill-based channels. Resources include video directions for students, PDF instructional guides, and printable graphic organizers for formative assessment.
<a href="#">Community Articles &amp; Corporate Educational Partners eLearning Modules</a>	Teachers learn from fellow colleagues who share best practices for integrating digital tools. eLearning modules focus on trending educational topics.
<a href="#">Resources for Leaders</a>	Education leaders access communication kits, newsletters, activity calendars, and product updates that are designed to be shared with the school community.

## Interactive Courses and Hot Topics

Hot Topics include collections such as [Spotlight on Strategies Top Ten for STEM Thinking](#). This provides structures for building critical thinking, communication, collaboration, and creativity, as students interact with STEM focused content. Reviewers are invited to explore STEM-focused teaching and learning content, activities, and professional learning: [Hot Topic: STEM.](#)



Hot Topic articles feature resources that support learning within trending topics.

## Discovery Education Educator Webinars

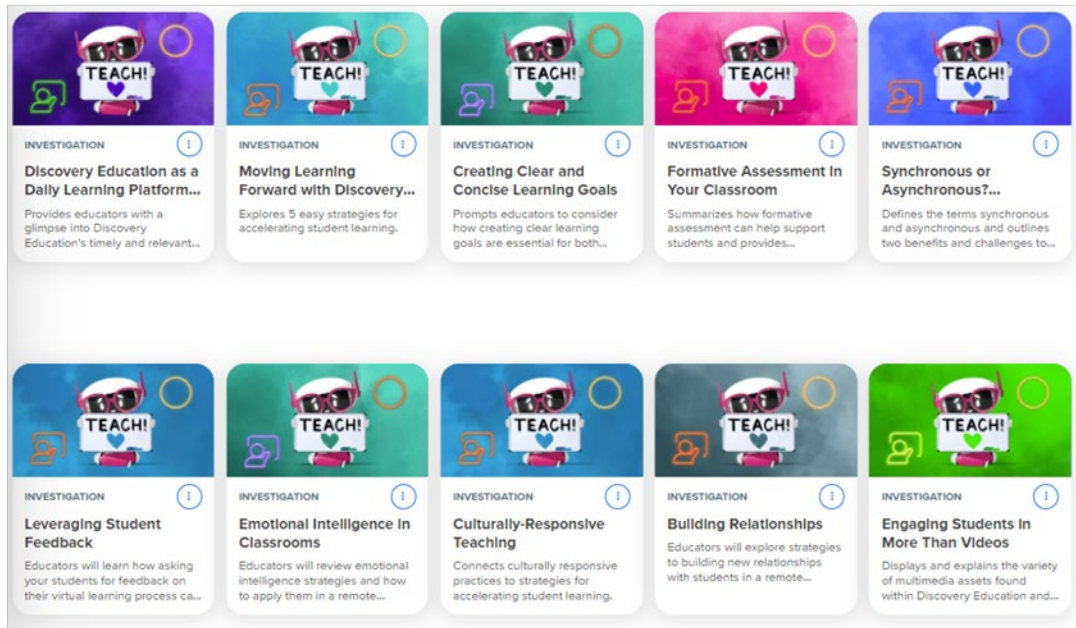
Teachers can access a comprehensive calendar of upcoming and archived webinars. Topics address assessments, lesson customization, and functionalities specific to Discovery Education digital products. Content and research-based instructional strategies are strategically combined to increase student engagement and student achievement.



Discovery Education Educator Webinar: Problem Solving for the Future

## Professional Learning NOW

The on-demand [Professional Learning NOW](#) channel offers relevant, timely, and convenient investigations. The collections of microlearnings provide 3-5-minute bursts of content that seamlessly fit into teachers' busy schedules.



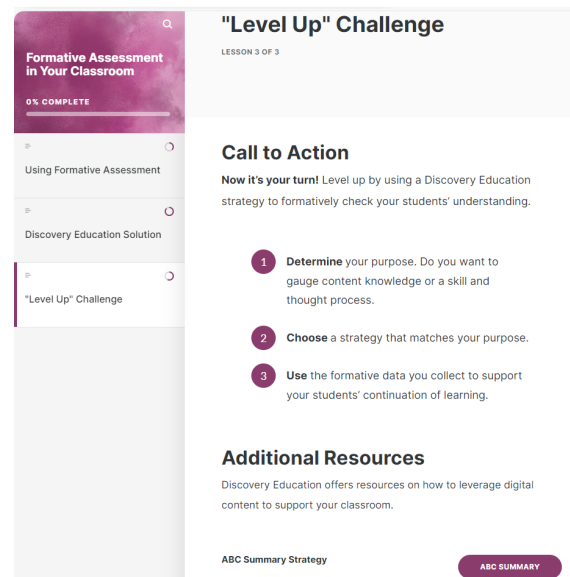
Professional Learning Now channel

Professional Learning Categories include:

- Teaching & Learning
- English Language Learners
- Health and Wellness
- Primary Content
- Cohort Connect

Professional Learning Investigations include:

- Creating Clear and Concise Learning Goals
- Formative Assessment in Your Classroom
- Culturally Responsive Teaching
- Engaging Students in More Than Videos
- Leveraging Student Feedback



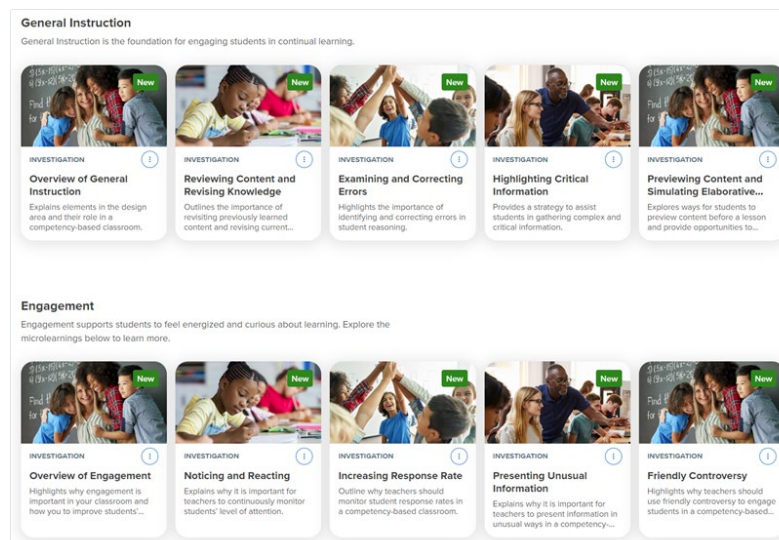
"Formative Assessment in Your Classroom"

## Marzano Academies

Discovery Education offers the [Marzano Academies Channel](#) to share Dr. Marzano's straightforward, evidence-informed vision for K-12 education. This channel features an ever-growing collection of microlearnings, that supports teachers in implementing competency-based teaching and learning in their classrooms.

### Dr. Marzano's Professional Learning Categories

- **Overview:** Explores the competency-based learning model, 16 school-level indicators, and tips to efficiently transfer proficiency scales to practice.
- **Proficiency Scales:** Provides teachers with easy-to-implement scales for all units of study and offers methods to track and celebrate student progress.
- **Assessment:** Explains the role of formative, summative, and student-centered assessments in a competency-based classroom. Investigations outline strategic ways student evidence can be collected and analyzed.
- **Proficiency Scale Instruction:** Outlines the importance of processing, recording, and representing content.
- **General Instruction:** Offers tips on reviewing and revising knowledge by highlighting critical information and stimulating elaborative inferences.
- **Engagement:** Explains how to monitor students' level of attention and engage students in purposeful debate backed by evidence.
- **Grouping and Regrouping:** Provides ideas for engaging transitions and group interactions.



Marzano Academies

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## Tab 3 - Default, Termination and Barred Certification Statement

- > Pursuant to Section VI, Items L(3), L(4) and L(5), in this tab, Offerors shall certify (i) that it has not defaulted on any government contract in the last five years, (ii) that no government has terminated a contract with the Offeror for cause in the last five years, and (iii) that neither it nor any of its officers, directors, partners, or owners is currently barred from participating in any procurements by any federal, state, or local government body. If any of the aforementioned certifications cannot be made, Offerors must explain in reasonable detail.

Discovery Education, Inc. can certify that it has not defaulted on any government contract in the last five years that no government has terminated a contract with Discovery Education, Inc. for cause in the last five years, and that neither it nor any of its officers, directors, partners, or owners is currently barred from participating in any procurements by any federal, state, or local government body.

## Tab 4 – Offeror Qualifications and Experience

- > In this Tab, Offerors shall demonstrate the Offeror's, and their staff's qualifications and experience in providing the services requested in the Request for Proposal (RFP). Offerors shall provide resumes of staff and the local representative who would be assigned to this contract if awarded. Offerors shall also provide the following:
- a. number of years they have been providing the services requested; and,

Discovery Education confirms 18 years of experience offering K-12 products and services.

- b. number of current customers your firm is providing similar services to those requested in this RFP.

Discovery Education serves approximately 4.5 million educators and 45 million students worldwide, and its resources are accessed in over 100 countries and territories.

### Industry Knowledge & Expertise

Partners have access to more than powerful products, with Discovery Education's purpose-driven subject matter experts, industry-recognized engineers, innovative instructional designers, veteran educators, and professionals with years of experience collaborating with school systems worldwide. The dedicated Partner Success team provides ongoing implementation support and helps operationalize instructional strategies that work for each individual school.

### Relevant Experience

HCPS can trust Discovery Education has the experience and capacity to manage successful large-scale implementations. The company partners with the various state departments of education and the largest school systems in the nation. Specifically, statewide partnerships and large school systems are among the top accounts by usage for Discovery Education products. Discovery Education serves:

- Nevada Department of Education
- Arizona Department of Education
- New Hampshire Department of Education
- New York City Department of Education
- New York Boards of Cooperative Educational Services (BOCES)
- Miami-Dade County Public Schools
- Wake County School District (NC)
- Montgomery County Public Schools (MD)
- Fairfax County Public Schools (VA)
- Collier County Public Schools (FL)
- Orange County School District (FL)

Reviewers can learn more about Discovery Education's successful partnerships at [Discovery Education Success Stories](#). This includes videos, testimonials, and research results.



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## Discovery Education Relevant History

In 2003, the creators of the Science Channel, Animal Planet, and Discovery Channel purchased an innovative company called United Learning that delivered digital learning resources to schools via the internet. Soon, the new company, renamed Discovery Education, began distributing the forerunner of Discovery Education Experience—an award-winning supplemental, all-subject area K-12 curriculum content system-nationwide.

In the years that followed, Discovery Education became an innovative force within the EdTech community. In 2005, the company launched the first professional learning network of its kind, the Discovery Educator Network, which today connects educators worldwide to foster best classroom practices for using digital resources for learning. In 2010 the company broke ground again by introducing the first “digital first” textbook approved for classroom use, the Science Techbook. The introduction of this core-curricular resource was followed over the next several years by the Social Studies Techbook and Math Techbook, which are now used in classrooms across the country.

In 2018, Discovery Education became a standalone company. At this time, the company shifted strategy and sought to create one powerful platform providing all the critical resources needed to inspire and engage students and support teaching and learning throughout the instructional day. This strategy kicked off a wave of acquisitions. In 2020, the company acquired Mystery Science, which offers standards-aligned, hands-on curriculum that teaches children how to think like scientists. In 2022, Discovery Education purchased Pivot Interactives, a science-focused edtech company, and DoodleLearning, a math-focused entity.

In 2023, Discovery Education made its largest acquisition yet through the purchase of DreamBox Learning. Offering high-quality, adaptive learning solutions independently proven to accelerate student growth in reading and math, DreamBox Learning empowers educators with data analytics and content-specific professional development solutions to complement instruction.

Today, Discovery Education is a worldwide EdTech leader whose state-of-the-art digital platform supports learning wherever it takes place. Through its award-winning multimedia content, instructional supports, and innovative classroom tools, Discovery Education helps educators deliver engaging learning experiences that prepare all students for colleges, careers, and success in the global economy. Discovery Education serves approximately 4.5 million educators and 45 million students worldwide, and its resources are accessed in over 100 countries and territories.

## DreamBox Learning Relevant History

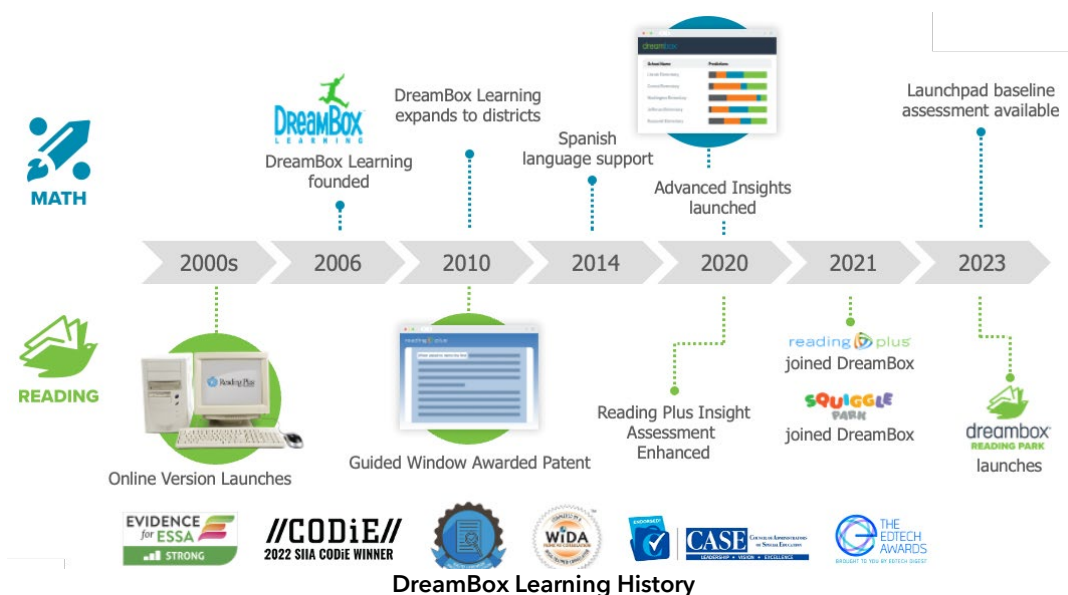
Founded in 2006 in Bellevue, Washington, DreamBox Learning supports 400,000 educators and approximately six million students in all 50 states, the District of Columbia, Puerto Rico, and throughout the United Kingdom, Australia, Mexico, and Canada. DreamBox Learning serves a wide band of K-12 institutions, including public, charter, private, parochial, and online schools.

In 2021, DreamBox Learning entered the English language arts market by acquiring Reading Plus, a 3-12 vocabulary, comprehension, fluency, and read-to-learn program. DreamBox Reading Park, formerly Squiggle Park, was acquired as a phonics, phonemic awareness, and learn-to-read program. This unification brought together industry-recognized learning solutions with an established record of success.

DreamBox Learning holds a winning formula to shape the future, with evidence-based results for building student confidence and competence in learning. The historical moment has set in motion the organization's vision to create DreamBox 2.0—a durable, admired, and high-impact technology company comprised of three components:

- Dual-discipline offerings that cultivate a strong foundation in mathematics and reading.
- Strong data and analytics solutions that leverage formative data to personalize the learning experience.
- Professional development to help educators build their blended learning knowledge and skills.

In 2023, Discovery Education acquired DreamBox Learning, uniting two cultures of passion and purpose. Together, DreamBox Learning and Discovery Education are positioned to provide school systems worldwide with a wider range of research-based products that provide a proven, measurable impact on student learning. Equipped with a proven model, a bold vision, and a market awakening to the need for education technology, DreamBox Learning will continue to shape the future of education.



## Qualifications

Discovery Education is the worldwide educational technology leader whose state-of-the-art digital platform supports learning wherever it takes place. Through its award-winning multimedia content, instructional supports, and innovative classroom tools, Discovery Education helps educators deliver equitable learning experiences that engage all students and support higher academic achievement on a global scale. That reach equips Discovery Education with the experience, expertise, personnel, and resources to successfully manage a partnership with HCPS. Discovery Education employs over 846 full-time staff that devote their time to providing digital curricular materials and professional development to district partners. As Discovery Education's curricular products are all digital-first, our Curriculum, Partnerships, Professional Development, Technical Support, and Partnerships teams all have extensive experience with large-scale partnerships to support digital-based distance instruction.

The personnel below will be most responsible for managing the partnership between Discovery Education and HCPS. Discovery Education's team is made up of experts with deep experience as educators and district leaders in school systems. An overview of key team members is outlined to present their qualifications.

Position	Team
Manager, Educational Partnerships	AnnMarie Oakley
Senior Partner Success Manager	Tracy Hartnett
Senior Vice President, State & Strategic Accounts	Coni Rechner
Sr. Director, Product Management	Melanie Lugo
Director, Curriculum, Instruction, & Student Engagement	Hailey Adams
Senior Subject Matter Expert, Science	Ted Willard
Director of Assessment and Adaptive Learning	Jessica McDermott
Vice President, Research and Analysis	Lisa Katz
Professional Learning Facilitators (PLFs)	PLFs are a highly qualified team of educators who deliver Professional Development on-site and virtually. Scheduling of Professional Development days and specific PLFs are determined after an executed contract.

## Key Personnel Qualifications

### Senior Manager of Educational Partnerships AnnMarie Oakley

Jeannine joined Discovery Education in 2022 as an experienced and enthusiastic education professional with 10+ years of diverse experience in supporting educators and students. Jeannine's career began as a lead teacher at Williamsburg-James City County Public Schools in Williamsburg, Virginia. In her current role, she leads the Partnerships team in maintaining and growing revenue, services, and relationships within partnership accounts to achieve both new and renewal goals. AnnMarie combines a true passion for people, education, and technology, along with a growth mindset, to leverage Discovery Education products and services to meet and exceed the expectations of unique partners.

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**Senior Partner Success Manager Tracy Hartnett**

Tracy is a dedicated partner advocate who aims to support school districts in accelerating student growth, scaling teacher impact, and motivating learning every day. She currently serves as a Senior Manager of Partner Success at Discovery Education, where she has spent six years ensuring effective implementation of educational technology and resources. Before this role Tracy was part of the Discovery Education Professional Learning team and was a Strategic Project Manager for District of Columbia Public Schools. Before joining Discovery Education, Tracy supported teachers as an instructional coach. She holds a Bachelor of Arts in History and a Master of Education from the University of Maryland.

**Senior Vice President of State & Strategic Accounts Coni Rechner**

Coni has over 20 years driving innovative change in large school districts through the intentional integration of compelling digital content with research-based teaching and learning practices. Coni founded the Discovery Education Network (DEN), recognizing that teachers could draw strength and wisdom from each other in making the digital transformation. The DEN provides teachers with a supportive educator community with over 100,000 members worldwide. Passionate about innovation and transformation in large school districts, Coni helped architect the award-winning Discovery Education Experience platform.

**Senior Director, Product Management Melanie Lugo**

Melani has built vast experience in product management for over 7 years. She has been part of the Discovery Education family since 2023. Prior, Melanie was Director of Product Management for DreamBox Learning for over 3 years. She has a desire to create something from nothing, both in the product she is responsible for, and within the organization. Melanie is a value-driving leader with expertise across all aspects of the product lifecycle. Melanie focuses on vision, roadmap definition, and delivering improvements through user-centered experience design. Melanie holds a bachelor's degree in journalism and a bachelor's degree in arts, mathematics.

**Director of Curriculum, Instruction, & Student Engagement Hailey Adams**

Hailey previously worked as the Managing Science Editor at Symmetry Creative Production and acted as a Regional Learning Consultant at Houghton Mifflin Harcourt. Her editing and writing publications include Pearson Education Elevate Science Editions, McGraw-Hill Education Science Assessments, and Pearson Education Science Assessments. She holds a Bachelor of Science in Secondary Education with a concentration in Biology.

**Senior Subject Matter Expert for Science Instruction Ted Willard**

Ted previously spent eight years as the in-house standards expert for the National Science Teaching Association (NSTA). In this role, he supported implementation of the *Next Generation Science Standards (NGSS)*, *A Framework for K-12 Science Education*, and *Three-Dimensional Learning*. He is the author of *The NSTA Atlas of the Three Dimensions* and editor of *The NSTA Quick-Reference Guide to the NGSS* (NSTA Press, 2014). Before joining NSTA, Ted spent twelve years at Project 2061 for the American Association for the Advancement of Science (AAAS), where he was responsible for the development of the *Atlas of Science Literacy, Volume 2* (AAAS, 2007). Ted is a co-author of Discovery Education's Science Techbook and contributes his expertise to the lessons and curated resources within the Discovery Education Experience.

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**Director of Assessment and Adaptive Learning Jessica McDermott**

Jessica brings years of experience in educational technology and assessment. Ms. McDermott previously served as Senior Director of Assessment and Product at Catapult Learning, Associate Director for Course Development at Advancement Courses, Elementary Content Manager at Scantron, and began her career as an elementary school teacher and Math and Science specialist.

**Vice President of Research and Analysis Lisa Katz**

Lisa leads the Discovery Education Research team and supports product development, program measurement and implementation evaluations. With over 22 years as an educator, program leader, and researcher, Lisa began her career as a high school teacher and led state-wide assessment and curriculum program development at the Maryland State Department of Education. Lisa also led digital curriculum development as a district leader.

**Discovery Education Professional Learning Facilitators (PLFs)**

PLFs are a highly qualified team of educators who deliver Professional Development on-site and virtually. Opportunities include pedagogical support, collaborative lesson planning, and job embedded coaching.

Contact

www.linkedin.com/in/annmarie-oakley-35b66512 (LinkedIn)

Top Skills

Exceeding Quotas  
Customer Service  
Communication

Honors-Awards

Houghton Mifflin Harcourt CEO Club  
Houghton Mifflin Harcourt CEO Club  
Houghton Mifflin Harcourt CEO Club  
Discovery Education President's Club

AnnMarie Oakley

Senior Manager driving revenue growth through innovative sales strategies  
Quinton, Virginia, United States

Summary

At Discovery Education, my strategic initiatives and market analysis have generated over \$14 million in revenue. My role as Senior Manager taps into my competencies in new business development and learning strategies, evidenced by our team's achievement of over 85% market penetration in the region.

The essence of my work revolves around building enduring partnerships and executing sales strategies that resonate with our clients' needs. Thanks to a collaborative approach, we've increased revenue by 25% and improved customer satisfaction significantly. My commitment to advancing K-12 education drives my efforts to empower educators and students through our products and services.

Experience

Discovery Education  
Senior Manager  
January 2020 - Present (5 years 2 months)  
Mid-Atlantic Region of U.S.

Conducted market analysis and implemented targeted sales strategies, exceeding \$14M in revenue.

- Achieved 85% market penetration by fostering 70+ partnerships through proactive engagement.
- Increased customer satisfaction by 15% and revenue by 25% through gap intervention strategies.
- Enhanced brand recognition and increased product adoption by 30% with tailored marketing strategies.

Discovery Education 103



## Amplify

### Senior Account Executive

February 2018 - August 2019 (1 year 7 months)

Virginia, North Carolina

- Boosted sales by 20% and customer satisfaction by 25% through consultative sales and training.
- Strengthened district partnerships, increasing repeat business by 30% with strategic follow-ups.
- Improved forecast accuracy by 20% by implementing CRM tools and delivering detailed reporting.

## Houghton Mifflin Harcourt

15 years 2 months

### Account Executive

September 2010 - February 2018 (7 years 6 months)

Virginia

- Consistently exceeded sales targets by 120%+ and earned top sales awards for three consecutive years.
- Cultivated relationships with 50+ key stakeholders, driving a 15% regional revenue increase.
- Influenced corporate strategies by leveraging insights into federal funding and district cycles.

## Sales Consultant – National

January 2003 - September 2010 (7 years 9 months)

Nationwide

- Developed and presented e-learning workshops and online training at state and national conferences, sharing knowledge and best practices
- Conducted formal and informal sales presentations and product training for all PreK-12 programs
- Conducted internal product training of sales reps, consultants, and per diem employees, ensuring product expertise

Discovery Education 104  
Colonial Williamsburg Foundation

## Education Marketing Manager

September 2010 - November 2011 (1 year 3 months)

Williamsburg, Virginia

- Designed marketing strategies that increased product visibility by 25%.
- Organized 10+ national conferences annually, generating \$150K in new sales leads.
- Directed a \$250K budget, ensuring project delivery within scope and timeline.

## Williamsburg-James City County Public Schools

### Lead Teacher

September 1993 - June 2002 (8 years 10 months)

Williamsburg, Virginia

- Mentored 5+ new teachers, improving instructional quality through feedback and guidance.
- Developed K-12 curriculum, resulting in a 5% improvement in statewide test scores.

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## Education

### Old Dominion University

Masters, Education · (1999 - 2001)

### Kean University

Bachelors, History · (1987 - 1991)

Contact

www.linkedin.com/in/tracyhartnett  
(LinkedIn)

Top Skills

Educational Materials  
Customer Satisfaction  
Problem Solving

Honors-Awards

DEN Guru  
"Creative Director" nominee  
President's Club  
President's Club  
Spotlight Award

Tracy Hartnett

Customer Evangelist | Driving Digital Engagement  
Washington DC-Baltimore Area

Experience

Discovery Education  
6 years 9 months

Senior Manager, Partner (Customer) Success  
October 2023 - Present (1 year 5 months)

Manager, Partner (Customer) Success  
June 2019 - Present (5 years 9 months)  
Lighthouse partnerships

Manager, Professional Learning  
June 2018 - May 2019 (1 year)  
Mid-Atlantic and Northeast

Discovery Inc  
Strategic Project Manager  
March 2016 - May 2018 (2 years 3 months)  
District of Columbia Public Schools

- Collaborate with central office supervisors and content teams to set quarterly SMART goals and strategies that align with district vision, drive deep implementation of Discovery Education Techbooks, and build teacher capacity.
- Design, iterate, and cultivate cohort school initiative to deliver support to focus schools and establish a model for scaling best practices district-wide.
- Meet with site leaders and lead teachers to align digital resources and professional development, together with individual school goals and district-wide initiatives.
- Use data to inform district of needs and trends related to usage and professional development.
- Create print and digital content for partners to complement professional learning support efforts and drive usage.
- Identify opportunities to connect district partners with like districts to elevate partner locally nationally, and internationally.

Self-Employed  
Discovery Education 106  
Independent Education Consultant

April 2013 - May 2018 (5 years 2 months)

### Archdiocese of Baltimore

Instructional Technology Coach, Educational Tech Coordinator

September 2000 - June 2015 (14 years 10 months)

- Collaborate with content area educators to effectively integrate technology and increase student engagement.
- Develop and initiate school and district level professional development opportunities aimed at increasing teacher effectiveness.
- Provide assistance, support and coaching to promote and facilitate the use of technology and information literacy in instruction.
- Attend and present at local, national, and international conferences.

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## Education

The Maryland Institute College of Art

University of Maryland College Park

Bachelor of Arts (B.A.), History

University of Maryland Global Campus

Master of Education (M.Ed.)

## Contact

[www.linkedin.com/in/coni-rechner-5392423](https://www.linkedin.com/in/coni-rechner-5392423) (LinkedIn)  
[www.discoveryeducation.com](https://www.discoveryeducation.com)  
(Company)

## Top Skills

Business Development  
Content Strategy  
Curriculum Design

## Certifications

When Women Lead 2023 -  
Vancouver

# Coni Rechner

Discovery Education  
Evanston, Illinois, United States

## Experience

Discovery Education  
32 years 2 months

Senior Vice President  
2015 - Present (10 years)

Discovery Education  
January 1993 - Present (32 years 2 months)

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## Education

Marquette University  
Bachelor of Business Administration - BBA

University of St. Thomas  
Master of Business Administration - MBA

Contact

www.linkedin.com/in/melanie-lugo  
(LinkedIn)

Top Skills

Go to Market Execution  
New Product Development  
Customer Research

Certifications

Product Management: Building a  
Product Roadmap  
Certified Product Manager  
Design Thinking: Understanding the  
Process  
Product Innovation for Product  
Managers  
Cert Prep: Scrum Master

Melanie Lugo

Product Management Leader | Expertise in Strategic Roadmaps &  
Delivering Outcomes  
San Antonio, Texas, United States

Summary

I have a desire to create something from nothing, both in the product and experience areas I am responsible for and in the organization around me. I am a value-driving leader with expertise across all aspects of the product lifecycle with a focus on vision and roadmap definition and delivering improvements through user-centered experience design.

Specialties:

- Strategy and planning
- Product development and innovation
- Market research
- Agile development
- User-centered design and experience development
- Data analytics and measurement
- Project management
- Leadership
- Remote collaboration

Experience

Discovery Education  
1 year 5 months

Senior Director of Product Management  
October 2024 - Present (5 months)

Director of Product Management  
October 2023 - October 2024 (1 year 1 month)

Lead DreamBox Math's product line to support 5 million students across the United States, Canada and Mexico.

DreamBox Learning  
3 years 5 months



## Director of Product Management

March 2023 - October 2023 (8 months)

Senior leader driving product vision across Math and Reading product lines to enhance value proposition, increase prospect sales and create actionable insights for educators.

- Solved DreamBox's top customer pain point (51% of customers specified this issue) by leading end-to-end development of new Growth Report. Vital report allows customers to see return on investment, drive intervention conversations and progress monitor throughout the year.
  - o Customers in early feedback program (EFP) said, "This is the best thing I've seen from DreamBox." (South Carolina district administrator).
  - o EFP participants increased their dashboard engagement by 18%.
- Led development of Reading Park educator experience to launch DreamBox's first K-2 Reading product. Prospect research and competitive analysis led to roadmap creation and product-market positioning.

## Principal Product Manager

August 2020 - March 2023 (2 years 8 months)

Remote

Lead strategy and execution of educator experience designed to give more than 300,000 teachers and administrators the information they need to help students become more successful in mathematics and literacy. From user education to reports to actionable insights, I partner with design, engineering, support, customer success and curriculum team members to define and implement new features to DreamBox's award-winning product.

## Harland Clarke

Director, Business Payments Strategy and Development

September 2019 - April 2020 (8 months)

Remote

Headed product design and management of business solutions serving more than 6 million small and medium sized businesses per year through relationships with more than 6,240 of the nation's leading financial institutions, large retailers, affiliate marketing companies and accounting software providers.

- Created business case to expand to new market, bringing in more than 2 million incremental orders.
- Implemented annual Business Solutions price increase.
- Optimized product catalog by identifying nine product lines to retire accounting for Education 350. Discovery Education 350 individual products. Loss of revenue replaced with production optimizations and removal of unnecessary paper for cost savings.

- Launched customer research program to collect actionable insights as customers navigate e-commerce sites. Insights drove product roadmap and agile backlog.
- Partnered with UX designers to redesign packaging inserts and reorder forms, creating mock-ups and prototypes for test with beta client.
- Championed data integration strategy to build a comprehensive view of businesses.
- Owned product backlog, entering and prioritizing user stories to ensure engineers, digital and design partners deliver consistent value each sprint. Accountable for quality and user acceptance testing.

## Broadway Bank

Vice President, Product Management

November 2018 - September 2019 (11 months)

San Antonio, Texas

Elevated product development and management efforts with a cross-functional team to launch new products and campaigns to meet 10% loan growth and 5% deposits growth year over year. Key accomplishments include:

- Acquired more than \$150M in deposits through savings campaign, 58% of which came from external accounts.
- Launched Morgan's Checking, unique account designed to benefit local nonprofit organization, that drove 2X debit card usage.
- Increased home equity production by 23% year over year.
- Developed community loan partnership projected to bring \$800K incremental balances in year one.
- Negotiated contract renewals with Harland Clarke and Elan Credit Card Services with projections of \$2M-plus in incremental revenue in next five years.

## USAA

5 years 5 months

Executive Director, Checking Acquisition

December 2017 - October 2018 (11 months)

San Antonio, Texas, United States

Led Checking Acquisition team responsible for product development, planning and forecasting, and improving key experiences to drive primary relationships. Key accomplishments include:

- 5 percent year-over-year gross growth.
- Annual primary member growth from 6.2% in 2016 to 7.2% in 2018.
- Onboarding experience has improved primacy at month on book three from 49 percent to 58 percent, driven by increase in transactions.

- Portfolio primacy increased from 69.5% to 70.2%.
- Reduced losses tied to key regulatory / compliance effort by 25%.
- Delivered features through agile methodology, maintaining predictability of 90% and feature responsiveness in less than 40 days.

Director of Product Management, Checking  
 December 2015 - December 2017 (2 years 1 month)  
 San Antonio, Texas, United States

Headed Primary Banking strategy, an Enterprise-wide initiative, to drive 60 percent growth in Primary Banking Relationships (defined by direct deposit and transaction behavior) in three years. Strategy development included launch of Cashback Rewards Checking, new product designed to reach younger Millennial population; execution of an early-month-on-book utilization strategy; and improved marketing targeting and segmentation.

- Launched pilot of Cashback Rewards Checking in less than four months, facilitating minimum viable experience discussions to increase USAA's speed to market.
- Pilot resulted in 18 percent lift in checking accounts and 5 percent lift in prospect members.
- Championed team of experience owners to implement enhancements to Cashback Rewards Checking product based on member research. Improvements and product construct drove 10 percent higher direct deposit rate, 19 percent higher debit transactions and 9 percent higher mobile check deposit above baseline.
- Develop scorecard to track pilot success measures and triggers for exit.

Deposits Product Management Director  
 July 2015 - December 2015 (6 months)  
 San Antonio, Texas, United States

Developed product strategy recommendation through user-centered design and D-school practices.

- Led Bain Consultants through 10-week engagement to build product construct, conduct prospect and member research, and complete financial analysis.
- Validated product strategy through internal and external assessments.
- Finalized business case to identify Bank and Enterprise revenue, expense, capital and product growth impacts. Facilitate governance approvals, including Bank Board.
- Authored and delivered stakeholder communication throughout Bank and across Enterprise to ensure buy in on product constructs and growth to USAA.

- Developed detailed product specifications, business requirements and user stories.
- Collaborated with Legal, Compliance and Risk to ensure product offerings were in compliance with all applicable laws and regulations.

## Enterprise Strategy and Planning

June 2013 - July 2015 (2 years 2 months)

San Antonio, Texas, United States

Defined and planned member and prospective member initiatives to ensure USAA met its mission and strategic priorities. Identified opportunities by revenue, growth strategy, line of business, segment and user design to determine how USAA can best meet member and business needs.

- Developed Financial Advice and Services Segmentation to create actionable segments, prioritize the segments to focus investment and life insurance growth, and develop operating model roadmap.
- Authored Entering the Military strategy that identified growth opportunities and digital experience improvements for USAA to acquire more members.
- Analyzed viability and created go-to-market plans to launch Major Medical health insurance, Millennial life insurance rider and Universal Life with Long-term Care rider.

## Prognosis Health Information Systems (PHIS)

Director of Marketing

April 2012 - June 2013 (1 year 3 months)

Remote

Led marketing team to execute demand generation and comprehensive marketing strategies with \$750,000 annual budget to promote company's health care SaaS product suite to 2,500 rural and community hospitals nationwide.

- Executed national market research study to identify market share drivers, develop buyer personas and update messaging to position Prognosis in new replacement-driven market. Results turned company's focus and marketing messaging from federal incentive rebates to user adoption.
- Prioritized "replacement" targets (hospitals with existing IT system) based on timeline and competitor vulnerabilities and executed direct mail, content marketing and referral network campaigns. More than 40% of sales pipeline originated from campaign.
- Executed "sweet spot" marketing campaign targeting hospitals with less than 100 beds. Campaign populated sales pipeline with more than \$52 million potential across 22 states.

Discover Education 113

- Optimized Prognosis' sales team's usage of Salesforce by developing dashboards, identifying workflow processes, creating reports and updating data capture information.
- Planned and executed Prognosis' user conferences.
- Developed and executed content marketing strategy including company blog, whitepapers, case studies, testimonial video shoot and industry fact sheets. Secured more than 100 downloads of whitepaper in less than two months from prospective hospitals.
- Managed Prognosis' premier reference site program (for potential clients to visit to see product in live hospital environment).

## KGBTexas .communications

5 years 2 months

Director of Healthcare Solutions / New Business Manager

March 2007 - April 2012 (5 years 2 months)

San Antonio, Texas, United States

Created KGBTexas' Healthcare Solutions Group, a dedicated team designed to pursue new business opportunities and strategically lead marketing initiatives for health care clients. Goal was to capitalize on changing health care environment, the era of the online health care consumer and the overall need for communications.

- Formed and maintained Healthcare Solutions partnerships with the Bexar County Medical Society, Booz Allen Hamilton, the San Antonio chapter of the American Marketing Association (AMA) and the Texas Organization of Rural and Community Hospitals (TORCH).
- Headed KGBTexas and Booz Allen Hamilton team to develop senior services strategic plan for the City of San Antonio. Role included project coordination with City and Senior Task Force; oversight of research, baseline report and benchmark analysis; leading stakeholder meetings with ACOG, Wellmed, Bexar County and Archdiocese, among others; coordination and management of seven community input meetings (attended by more than 600 seniors) and strategic communications including media relations, public official relations, message development, e-blasts and website.
- Obtained more than \$1.75 million in new business in one year (agency annual billings average \$7.7 million).

Account Supervisor / Executive

March 2007 - May 2010 (3 years 3 months)

San Antonio, Texas, United States

Discovery Education 114

Executed comprehensive communications campaigns for national and local accounts that incorporate advertising (traditional and digital outlets), public relations, social media and community relations. Key clients included IBC Bank, Zachry Construction, City of San Antonio and Connally Memorial Medical Center.

- Executed SAPD recruitment campaign, including website development, online and radio advertising, public relations, social media and event management, to recruit 50 new police officers. Within first two months of campaign, SAPD experienced record website visits and more than tripled its weekly application total.
- Managed publication of a 40-plus paged employee publication and a 12-page internal newsletter. Role included story calendar development, assigning stories, managing a five-person writing team, coordinating freelancer efforts, coordinating photography and editing stories and publication.
- Conducted executive media training and staff interviews, write news releases and author bylined articles.
- Conceptualized and spearheaded strategic partnerships between clients to maximize KGBTexas' impact on their business.

Methodist TexSan Hospital  
Community Relations Coordinator  
July 2006 - March 2007 (9 months)  
San Antonio, Texas, United States

Managed marketing and public relations strategies to bring new clientele to the hospital and specifically the HeartSaverCT scanner.

- Headed the Texsan Heart Group, a 15-person panel of employees that discusses improvements to the hospital and plans employee events.
- Coordinated community events including quarterly-held Her Heart educational program, which promotes knowledge of the prevalence of heart disease in women.
- Managed concierge staff including hiring, scheduling and annual reviews.

Home Court America  
Marketing Coordinator  
August 2005 - July 2006 (1 year)  
San Antonio, Texas, United States

- Planned, designed, implemented and tracked marketing efforts, including in-house flyers, brochures, Web advertisements, magazine ad campaigns and direct-marketing pieces.

Discovery Education 115

- Increased communication between departments to improve service given to guests and members.
- Coordinated 20-plus team tournaments, leagues, camp fairs and court rentals.
- Introduced new revenue stream with sponsorship packages to allow local businesses to advertise in the facility.

## The Daily Texan

### Sports Editor

January 2002 - May 2005 (3 years 5 months)

Austin, Texas, United States

- Organized, designed and developed special sections of the newspaper including advertising supplements.
- Led weekly sports staff meetings to discuss story ideas and critique the paper.
- Worked with writers to develop their writing skills and edit stories.
- Honorable mention award from Southwest Journalism Congress for best magazine / special section.

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## Education

### The University of Texas at Austin

Bachelor, Journalism

### The University of Texas at Austin

Bachelor of Arts, Mathematics



## Contact

[www.linkedin.com/in/hailey-a-m](https://www.linkedin.com/in/hailey-a-m)  
(LinkedIn)

## Top Skills

Teaching

Community Outreach

Customer Service

## Certifications

CPR and First Aid Certification

Flinn Science Safety Certification

# Hailey Adams Mangum

Director of Curriculum @ Discovery Education | Driving Student  
Engagement and Educational Excellence  
Naperville, Illinois, United States

## Experience

### Discovery Education

6 years

Director, Curriculum, Instruction & Student Engagement  
June 2024 - Present (9 months)

### Senior Manager, Science

January 2022 - June 2024 (2 years 6 months)

### Subject Matter Expert - Science

March 2019 - January 2022 (2 years 11 months)

Chicago, IL

### Symmetry Creative Production

Managing Editor

September 2016 - March 2019 (2 years 7 months)

Barrington, IL

### Houghton Mifflin Harcourt

Regional Learning Consultant

May 2016 - September 2016 (5 months)

Chicago, IL

### NC State University

2 years 6 months

### Facility Operations Supervisor

April 2015 - May 2016 (1 year 2 months)

University Recreation at NC State University

### Facility Operations Assistant

December 2013 - April 2015 (1 year 5 months)

University Recreation at NC State University

Discovery Education 117  
Wake County Public School System

### Student Teacher

August 2014 - May 2016 (1 year 10 months)

Wake County, NC

### NC State University

New Student Orientation Leader

January 2013 - August 2013 (8 months)

Raleigh-Durham, North Carolina

- Provided introductory information and comprehensive campus tours to new students at NC State University
- Spoke to thousands of parents/guardians and provided them with information regarding their student's collegiate journey

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## Education

North Carolina State University

BS; Secondary Science Education Concentration in

Biology, Education · (2012 - 2016)

## Contact

stedman@alum.mit.edu

[www.linkedin.com/in/ted-willard-88560716](https://www.linkedin.com/in/ted-willard-88560716) (LinkedIn)

## Top Skills

Grant Writing

Staff Development

Curriculum Development

## Publications

The Impact of Next Generation Science Standards

Atlas of Science Literacy, Volume 2

CLIMATE LITERACY: THE ESSENTIAL PRINCIPLES OF CLIMATE SCIENCES A CLIMATE-ORIENTED APPROACH TO TEACHING SCIENCE STANDARDS

The NSTA Quick-Reference Guide to the NGSS

# Ted Willard

Science Standards Expert

Washington, District of Columbia, United States

## Summary

Ted Willard is a Senior Science Content Expert with Discovery Education working on the development of curriculum materials that meet the vision of the Next Generation Science Standards (NGSS) and other standards based on the Framework of K-12 Science Education.

Prior to his work at Discovery Education, Ted was an Assistant Executive Director of Science Standards for the National Science Teachers Association (NSTA) and supported implementation of the NGSS and three-dimensional learning more broadly by creating resources such as web seminars, conference sessions, workshops, books, and journal articles. Ted is the author of the NSTA Atlas of the Three Dimensions, edited NSTA's Quick-Reference Guide to the NGSS and oversaw the content of the NGSS@NSTA Hub, a website that offers dynamic browsing and searching of the NGSS, tools to support curriculum planning and professional learning, and classroom resources focused on the standards.

Ted also spent 12 years at Project 2061 for the American Association for the Advancement of Science (AAAS), where he was responsible for the development of the Atlas of Science Literacy, Volume 2, and involved in many of Project 2061's efforts toward standards-based education reform including teacher professional development, curriculum resources development, assessment development, and science education research. Earlier in his career, Ted spent five years editing science textbooks for commercial publishers and is a former high school physics teacher. He has a degree in Earth, Atmospheric, and Planetary Science from MIT.

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## Experience

Discovery Education  
Discovery Education 119  
Senior Science Content Expert

December 2019 - Present (5 years 3 months)

Silver Spring Maryland

## National Science Teachers Association

7 years 11 months

Assistant Executive Director

October 2017 - December 2019 (2 years 3 months)

Arlington, VA

Director, NGSS@NSTA

February 2012 - October 2017 (5 years 9 months)

Arlington, Virginia

## AAAS

Project Director

June 2000 - February 2012 (11 years 9 months)

Responsibilities included development of the Atlas of Science Literacy, Volume 2, as well as many of Project 2061's efforts toward standards-based education reform—including teacher professional development, curriculum resources development, assessment development, and science education research.

## National Science Education Leadership Association

Region B Director

2010 - 2012 (2 years)

## Asheville School

Physics Teacher

July 1995 - June 2000 (5 years)

## Harcourt School Publishers

Editor

November 1992 - June 1995 (2 years 8 months)

Orlando, Florida

## Globe Book Company

Editor

June 1990 - November 1992 (2 years 6 months)

Englewood Cliffs, NJ

Massachusetts Institute of Technology  
Bachelor of Science - BS, Earth, Atmospheric, and Planetary  
Science · (1985 - 1989)

## Contact

[www.linkedin.com/in/jbrunazzi](https://www.linkedin.com/in/jbrunazzi)  
(LinkedIn)

## Top Skills

Adaptive Learning  
Machine Learning  
Backwards Design

## Languages

English

## Certifications

Pennsylvania Teaching Certificate,  
Elementary K-6  
Delaware State Teaching Certificate,  
Elementary K-6  
New York State Teaching Certificate,  
Elementary K-6

# Jessica McDermott

Director of Assessment and Adaptive Learning at Discovery  
Education  
Philadelphia, Pennsylvania, United States

## Summary

Lifelong educator and lover of learning. Obsessed with creating solutions to help teachers solve the puzzle of student academic growth and mastery, for every kid. Incredibly passionate about assessment and its role in the cycle of learning. Intrigued by AI, ML, and cutting-edge technology. Likely dreaming up innovative, out-of-the-box ideas to solve user problems. A firm believer that, with enough passion and perseverance, anyone can learn anything.

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## Experience

### Discovery Education

Director of Assessment and Adaptive Learning  
April 2020 - Present (4 years 11 months)  
Philadelphia, Pennsylvania, United States

- Leading a team of internal assessment experts and 30+ contract employees in the creation of thousands of valid and reliable, standards-aligned assessment items in all subject areas for US and International partners for statewide and country-wide adoptions.
- Developing assessment and adaptive learning strategic vision for new and existing product lines and implementations.
- Working cross-functionally with leaders from product, marketing, curriculum, sales, and design, to create the highest quality user experience in assessment and reporting and fostering an environment of continuous improvement/iteration.
- Spearheading the creation of a machine learning-powered recommended content row that led to over an increase of over 200% in engagement and an uptick in retention on homepage.

### Catapult Learning

Assessment Specialist and Professional Development Consultant  
January 2020 - April 2020 (4 months)  
Camden, NJ  
Discovery Education 122

## Catapult Learning

2 years 6 months

### Senior Director of Assessment and Product

September 2018 - October 2019 (1 year 2 months)

Camden, NJ

- Lead the development of all assessment content and act as Product Owner for a proprietary online assessment product utilized by over seventy-thousand students across 10 states annually.
- Work cross-functionally to visualize and lead content development for a proprietary online teacher observation tool and adapt the tool to meet the needs of four separate business lines.
- Gather detailed requirements from content teams and business owners and expertly translate the product vision to technological teams to create a scalable, adaptable online platforms.
- Establish a partnership with a major research university to implement a new literacy assessment in intervention programs across over 15 locations.
- Serve as resident assessment and data expert for Intervention, Special Education, Alternative Education, and Professional Development business lines.

### Director Of Assessment

May 2017 - August 2018 (1 year 4 months)

Greater Philadelphia Area

## Advancement Courses

### Associate Director of Course Development

March 2016 - March 2017 (1 year 1 month)

Greater New York City Area

Manage a team of internal staff and external consultants to create print and online course content for 30+ rigorous, graduate-accredited professional development courses.

Oversee revision and maintenance of 190+ print and online courses.

Develop and execute detailed process plans to promote efficiency in areas of scheduling, project management, budget, file/resource organization, and content revision/maintenance.

Co-author and deliver comprehensive course author training, including topics such as backward design, curriculum mapping, instructional design, and objective writing.

Develop, coordinate, and manage the execution of a detailed project plan to migrate 30+ online courses from one LMS to another.

Discovery Education 123



Collaborate with district and university partners to adapt content to specific customer needs.

## Scantron

Content Manager, Elementary

July 2013 - February 2016 (2 years 8 months)

Remote

Author various types of assessment questions (including performance-based, technology-enhanced, multiple choice, extended response) as well as accompanying scoring guides and rubrics.

Lead a team of internal resources and independent consultants to develop custom, standards-based assessments tailored to client needs and demands in Language Arts, Mathematics, and Science.

Serve as Project Manager on both internal and client-based projects to coordinate teams of writers and editors, create detailed project plans, and balance complex, multilevel budgets.

Create and deliver internal department-wide professional development on current events in the field of Education, relating to national standards and assessments, industry trends, and government policies.

Serve as Project Lead and Subject Matter Expert for the development of over 500 new and supplementary assessment items.

## GlobalScholar

Education Analyst

April 2012 - July 2013 (1 year 4 months)

Remote

Implemented several types of complex, integrated software modules, including Pinnacle SIS, Pinnacle Grade, and Pinnacle Instruction.

Consulted with district leaders to create a software implementation plan ideal for their schools and meets the dynamic needs of their schools.

Configured software that enables teachers to operate self-calculating, electronic grade books with an integrated instruction module that houses all lesson plan information and allows for teachers to create online assessments, activities, and lesson materials.

Provided Train the Trainer sessions to school and district leads on-site for several modules of products.

Led a group of Subject Matter Experts to enrich and advance the Pinnacle Instruction Product line.

Discovery Education 124

Prestige Academy  
Academic Dean of Math and Science  
July 2011 - March 2012 (9 months)  
Wilmington, DE

Created and enacted development plans for 13 teachers including observations, data analysis coaching, behavior management technique, and lesson planning.

Crafted detailed teaching and instruction improvement plans for staff members needing intensive support.

Served as curriculum lead for Charter Renewal Project authoring and co-authoring official documents related to instruction, school mission, and procedures.

Led school-wide professional development sessions on best instructional practices including Lemov techniques, differentiation, de-escalation, and engaging students.

Developed efficient school-wide plans and protocols for systems such as dismissal, hallway procedures, homework, interim and state testing, schedules.

Excellence Boys Charter School  
Science Specialist  
July 2007 - June 2011 (4 years)  
Brooklyn, NY

Provided engaging, hands-on lessons for all students in grades three and four while acting as a resource and mentor for all science teachers in grades K-2. Elevated NY State Science Test scores from 54% advanced, 100% advanced and proficient to 85% advanced, 100% advanced and proficient over the span of four years.

Created and revised a bank of over 75 student-centered, goal-based labs that are implemented at least twice weekly.

Analyzed data from interim assessments and create six-week action plans to guide daily and year-long instruction.

Authored and revised all science curriculum materials including unit and daily lesson plans, interim assessments, practicum assessments, note templates, and lesson materials.

Conducted observations of colleagues on a regular basis and provide follow-up feedback with action plans.

Planned and led network-wide and school-wide professional development sessions on science instruction for both new teachers and veteran teachers.

Discovery Education 125

Relay Graduate School of Education  
Curriculum and Seminar Developer  
May 2009 - July 2009 (3 months)

Served as an Elementary Science consultant on a panel to design a Science Education curriculum for graduate students.

School District of Philadelphia  
Teacher

August 2004 - June 2007 (2 years 11 months)  
Philadelphia, PA

Taught 2nd, 3rd, and 4th grades over the course of three years, respectively  
Participated in nationally revered, highly selective program comprised of outstanding recent college graduates who commit to teach two years in our nation's most under served urban and rural public schools and pursue a life-long goal to ensure that all children receive an equal and equitable education. Enhanced curriculum with differentiation elements for both under-performing and academically-advanced groups of students, increasing an entire class of students' scores in reading, math, and language arts by 30-40 percent.

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## Education

University of Pennsylvania  
Master's degree, Education · (2004 - 2006)

University of Pittsburgh  
Bachelor of Science (B.S.), Psychology · (2000 - 2004)

## Contact

443-205-5285 (Mobile)  
lisapkatz@gmail.com

[www.linkedin.com/in/katzlisa](http://www.linkedin.com/in/katzlisa)  
(LinkedIn)

## Top Skills

Teacher Training  
Educational Leadership  
Instructional Design

## Honors-Awards

Presenter: Carnegie Foundation  
Summit on Improvement in  
Education

# Lisa P. Katz

Vice President, Research and Analytics  
Chester, Maryland, United States

## Summary

An ambitious executive with 20+ years of comprehensive success and rapid career growth as a data leader, researcher and scientist. Enthusiastic about leading people, building culture, adopting enterprise data, and fostering insights-driven growth. Approaches leadership with a mindful, purpose-driven approach to driving success and emphasizes developing followership through leading by example and making an impact that extends beyond business success into the careers and lives of team members.

Known as an expert in breaking down complex information into manageable insights, an instrumental skill as a data leader, analyst, and researcher. Has led the development of digital applications to support innovative teaching and learning, formerly as a teacher, program manager, and most recently as a corporate executive leading research and data science teams to provide product and program insights and analytics to support business decision-making.

A strong relationship builder, confirmed by the Gallup Strengths report, noting the ability to generate enthusiasm for projects and bring together the necessary resources for success. Also, a highly strategic, astute, and empathetic leader with a strong commitment to employee mentoring and training, which instills a positive company culture, translates values into action, and applies best practices for effective change management.

## AREAS OF EXPERTISE

Planning and Strategy | Research | Data Analytics and Strategic Insights | Strategic Partnerships | Program Assessment and Evaluation Excellence | Project and Program Management | Digital Technology and Content | Customer-centric Experience | Design-Thinking Advocacy

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## Experience

Discovery Education 127

## Chief

### Chief Member

October 2021 - Present (3 years 5 months)

Washington DC-Baltimore Area

Chief is a private network built to drive more women into positions of power and keep them there. Chief is the only organization specifically designed for senior women leaders to strengthen their leadership journey, cross-pollinate ideas across industries, and effect change from the top down.

## Discovery Education

7 years 7 months

### Vice President, Research and Analytics

September 2019 - Present (5 years 6 months)

Lead a team of UX, Program, and Product researchers, data scientists, analytics engineers, and analysts who develop insights and execute research for all Discovery Education products and services, domestically and internationally. Our team is responsible for producing customer, market, and product research and insights as well as analytics and reporting suites for internal working teams and customers.

- Leads a team of data analysts, analytics engineers, data scientists, and researchers to generate models and research, and identify and apply research findings and insights to support products, programs, and services globally.
- Leverages advanced data analytics cross-functionally, focusing on core direct-to-consumer competencies and product roadmap guidance.
- Provides consistent, ongoing focus on establishing consistent data structures, taxonomy, and infrastructure that lays the foundational work for adaptive learning and machine learning operations.
- Spearheaded a transformative project aimed at surfacing personalized recommendations to teachers and students based on their profile information, leveraging machine learning (ML) and large language models (LLMs)
- Identified the need to “democratize” data and make it accessible for decision-making, particularly in the post-COVID ed-tech space, which transformed the onboarding flow and marketing methods.
- Serves as an executive for ongoing projects and has produced notable results, e.g., 61% of the treatment group teachers returned to use more resources within seven days, with 55% returning to explore the homepage further.

- Collaborates with instructional leaders across the organization to use learning science and best practices in curriculum, instruction, and assessment to develop program management tools.

### Senior Director for Research and Data Analytics

August 2017 - September 2019 (2 years 2 months)

Silver Spring, MD

- Developed data governance task force, identifying the company's pain points, needs, and opportunities.
- Addressed the company's foundational disparate data issues, establishing standard governance, definitions, and metrics across the business.
- Prepared the company to be pitched and sold to a PE firm by refining the customers and product story; developed a comprehensive understanding of the company's market landscape and ideas to win market share.
- Explored existing data warehousing systems, pinpointing issues such as data provenance and maintenance challenges like stale data and developing a cohesive narrative about product usage, renewal, and cross-sell analyses.
- Developed an internal process to deliver reporting dashboards, insights, analytics, and data-driven operational assets to drive value to the organization.
- Achieved executive buy-in for the acquisition phase, which involved building a more extensive research and analytics team to support business goals and customers.
- Collaborated with the Chief Product Officer to establish a long-term vision and roadmap for analytics and data science development and applications in alignment with the organization's growth goals.
- Developed a digital library of learning science literature supporting division instructional goals and provided training across the division focused on research-based instructional trends.

### Allovue

#### Director of Education

January 2016 - August 2017 (1 year 8 months)

Baltimore, Maryland Area

- Guided the development of digital marketing and learning strategy, training, and thought leadership with executive leadership; provided coaching and training to coaches and social media resources.
- Monitored and evaluated the effectiveness of digital marketing efforts to identify emerging digital trends and patterns and ensure that the company maintained an effective digital marketing presence.
- Collaborated with internal design, creative, and sales operations teams to create solid, effective marketing strategies and integrated campaigns.

## Center for Applied Special Technologies (CAST)

### Learning Cadre Member

July 2013 - August 2017 (4 years 2 months)

As a member of the CAST UDL Professional Learning Cadre, my work is focused on assisting CAST in scaling and supporting UDL implementation at the state, district, school and classroom levels.

## Learning by Design

### Independent Instructional Designer/Consultant

October 2007 - August 2016 (8 years 11 months)

#### Clients:

AP Ventures, Columbia, MD

ASI Government, Arlington, VA

Cecil County Public Schools, Harve deGrace, MD

Charles County Public Schools, LaPlata, MD

Charlotte Mecklenberg Public Schools, Charlotte, NC

Center for Applied Special Technologies (CAST), MA

The Council for Chief State School Officers (CCSSO), Washington D.C.

Denver Public Schools, Denver CO

Dorchester County Public Schools, Cambridge, MD

Education Closet, Westminster, MD

Flint Community Schools, Flint, MI

Maryland Public Television, Towson, MD

Maryland State Department of Education, Baltimore, MD

NEA Foundation, Washington D.C.

North East Independent School District, San Antonio, TX

Prince George's County Public Schools, Upper Marlboro, MD

Queen Anne's County Public Schools, Centreville, MD

Spring Lake School District, Spring Lake NJ

Talbot County Public Schools, Easton, MD

Wested, San Francisco, CA

Worcester County Public Schools, Newark, MD

UCSF Medical School, San Francisco, CA

#### Consulting work focuses on these specialties:

- Project Management Planning, Coaching & Implementation
- Digital Learning Evaluation
- Design Thinking Coaching and Facilitation
- Strategic Planning and Continuous Improvement
- Digital Content Development and Next Generation Curriculum Design



- Teaching and Learning Professional Development
- Recruitment and Team Development

## Howard County Public Schools

5 years 10 months

### District Administrator, Digital Learning

July 2010 - January 2016 (5 years 7 months)

Howard County Public Schools

In this role, I helped to guide the development of digital learning strategy and learning needs analysis, next generation curriculum and leadership development and assessment, digital assets and technology applications to engage learners.

### Project Manager, Online Professional Learning

April 2010 - September 2011 (1 year 6 months)

Led multi-million dollar high profile U.S. Department of Education Ed Tech ARRA grant [ccr.mdonlinegrants.org](http://ccr.mdonlinegrants.org), created multiple on-ramps for educators to take online courses, become certified online instructors, offered hybrid online and offline supplemental course materials.

## University of Maryland, College Park

### Education Faculty Member and Program Coordinator

May 2007 - June 2010 (3 years 2 months)

College Park, Maryland

Faculty Lecturer and Program Coordinator - Teacher Education College of Education

Brought on to redesign secondary teacher education program, which was out of probation with the national accreditation body, CAPE (formerly NCATE) and with the state, and at risk of not being able to certify new teachers.

## Maryland State Department of Education

### Instructional and Assessment Specialist

September 2001 - June 2007 (5 years 10 months)

Baltimore, Maryland Area

Developed policy and provided high-quality professional development focused on aligning curriculum, instruction, and assessment to best practices in K-12 instruction. In this role, I also led the development of assessment items for standardized administration in Maryland schools.

## Howard County Public Schools

### Secondary Social Studies Teacher

August 1996 - August 2001 (5 years 1 month)

Secondary Social Studies Teacher - Wilde Lake High School & River Hill High School

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## Education

University of Maryland

MLS, Information Management · (2000 - 2002)

University of Delaware

BA, History Education · (1992 - 1996)

## Tab 5 - Instructional Requirements

- > In this tab, Offerors shall provide, at a minimum, documentation demonstrating that they are regularly engaged in providing program options that include specific research-based, digital tools that are geared toward supporting learning experiences with high quality digital content products used to support student learning outcomes in grades PK-12, be diverse to address the needs of all students, include programs for all students, and provide division professionals with a menu of instructional approaches.

### Evidence-Based, Verified Solutions

Discovery Education's integrated solutions deliver on the promise of efficacy, as proven by recent statewide studies. Research shows schools with access to Discovery Education products and services see a positive change in grade level proficiency in state assessments and consistent positive impacts to student achievement.

Discovery Education's awards and certifications testify to product efficacy in implementation. Explore **recognitions from esteemed third-party validators** that elevate Discovery Education's exceptional service, outstanding contributions in transforming education, and resources that enrich the lives of K-12 learners everywhere.

Discovery Education has received numerous prestigious EdTech awards. For ease of review, only awards for proposed resources and services are outlined.

- [Science Experience Awards](#)
- [Mystery Science Awards](#)
- [Pivot Interactives Awards](#)
- [Discovery Education Experience Awards](#)
- [DreamBox Math Awards](#)

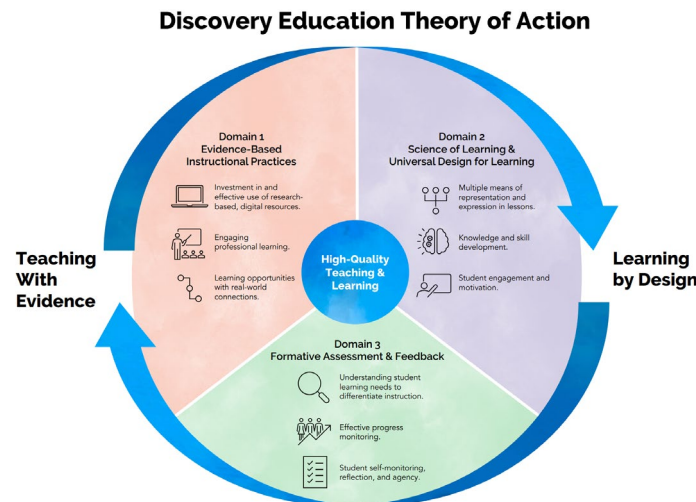
### Discovery Education Logic Model

Discovery Education provides a well-specified logic model informed by educational field research to demonstrate rationale for specific actions.

### Discovery Education Meets Evidence-Based Standards for ESSA Tier 4: Demonstrates Rationale

Discovery Education's robust suite of K-12 products and services meet rigorous evidence-based standards defined in ESSA – meeting Tier 4 evidence criteria for federal requirements – and are aligned to the funding goals outlined in the CARES, CRSSA, and American Rescue Plan legislation. Original content undergoes independent evaluation to confirm best practices in curriculum design and integrity. In addition to regularly adding new content, Discovery Education routinely evaluates and updates content collections to ensure accuracy and relevancy.

Following ESSA qualifications for Tier 4, Discovery Education offers a clear logic model, visually representing program inputs, activities, and desired outcomes for the implementation. The product design is founded in an evidence-based theory of action, which notes specific research-informed actions that lead to improved practices in teaching and learning. Discovery Education has several additional current tiered studies in progress right now across the U.S. to continue to measure Discovery Education's impact in the classroom.



## Theory of Action

The Logic Model is founded in the Theory of Action. The linked article: [Theory of Action References](#), notes specific actions that lead to improved practices in teaching and learning. This covers best practices of leadership in educational technology, a framework for growing school capacity in a digital age, and the National Education Technology Plan.

Discovery Education uses research to support the following Theory of Action statements:

1. When school and district administrators invest in, prioritize, and support the use of research-based, digital learning resources by teachers and students, engagement, and achievement increase.
2. When teachers and administrators fully engage with Professional Development designed to improve teaching and learning, efficacy in instructional practice increases.
3. When high-quality, high-interest digital content is integrated into the daily learning routine in the classroom, students are more engaged and more motivated to work through challenges, thus deepening learning.
4. When lessons include multiple means of representation and expression, students are more engaged, and deeper understanding and active learning takes place.
5. When students have more opportunities to engage with learning experiences that connect to the real world, learning has deeper meaning and authenticity.
6. When teachers have access to formative assessment data, they are able to better understand the unique needs of their students and differentiate instruction to meet learners where they are academically.
7. When students are given access to detailed and timely feedback on assignments, they can more easily self-monitor, reflect on their learning path, and expand agency of their own learning.

Discovery Education upholds the sustained commitment to meet HCPS' evolving needs with aligned imperatives that drive change.



**Goal:** Cultivate a high-quality digital teaching and learning ecosystem from which educators can design engaging instruction aligned to learning goals that will improve student engagement, motivation, agency, and success.

## Inputs

What will Discovery Education provide?

**Discovery Education (DE) Platform content and resources**

**Launch resources for school/district**

**Professional learning (PL) and ongoing support resources for leaders**

**DE expert staff**

**DE platform usage and feedback data**

Continuous product and program implementation improvements



This logic model was created by Discovery Education in collaboration with Empirical Education, 2021.

## Activities

What will users do with Discovery Education?

### Launch period

**School/district leaders**

- participate in professional learning with DE experts and community
- develop local implementation plans

**Teachers** participate in synchronous and asynchronous onboarding PL



### School year implementation

**School/district leaders**

- provide relevant resources and support for educators
- integrate DE content into curriculum pathways
- deliver on-going program reinforcement and establish collaborative opportunities
- monitor DE usage and progress toward implementation goals

**Teachers and leaders** access DE ongoing support for implementation

**Teachers:**

- Curate high-quality DE digital media to develop lessons
- Implement learning experiences using DE's digital tools and resources
- Use DE formative assessment tools with students to adjust instruction

**Students:**

- Engage in student-centered DE lessons
- Collaborate to create digital products to represent their knowledge/understanding
- Access digital content on their own to further their understanding and explore topics

## Outcomes

What are the benefits of implementing Discovery Education?

### Short-term

Increased awareness of available DE resources

Consistent usage of DE resources and platform tools

**Teachers increase the use of:**

- DE resources to address learner variability and relevancy of content
- evidence-based instructional strategies
- formative assessment for timely student feedback

Increased **student** confidence in using digital resources and tools

Increased opportunities for **students** to engage in authentic learning experiences

### Mid-term

Increased adoption of DE by school staff

Increased opportunities to share and participate in a larger community of educators

**Teachers increase the use of:**

- multiple means of representation and,
- connections between instruction and cultural contexts/lived experiences to promote equitable learning opportunities

Increased **student** levels of engagement, motivation and performance against learning targets

### Long-term

**Leaders** will support development of an educator workforce committed to reflection and supporting student growth

**Teachers** construct learning experiences that allow for equitable access to content, embed student agency opportunities and increase performance toward learning goals.

**Students** apply newly obtained social and emotional skills and agency in all learning opportunities

**Students** value lifelong learning and become active contributors to their communities

## Virginia Science Experience Efficacy

Virginia Science Experience shows positive student impacts on science proficiency. Virginia Science Experience is an evidence-based program that has been shown to increase science proficiency and student engagement in a variety of contexts.

### Virginia Science Experience Meets Evidence-Based Standards for ESSA Tier 3: Promising Evidence & Tier 4: Demonstrates Rationale

Following ESSA qualifications for this Tier 3 rating, Discovery Education's Virginia Science Experience has demonstrated a statistically significant and positive effect from the program on student achievement through a well-designed and well-implemented correlational study with statistical controls for selection bias.

Following ESSA qualifications for a Tier 4 rating, Virginia Science Experience offers a clear logic model, visually representing program inputs, activities and desired outcomes for the implementation. The design is founded in Theory of Action references, which notes specific research-based actions that lead to improved practices in teaching and learning. Discovery Education Science Techbook has several current tiered studies in progress across the U.S.

Discovery Education includes the following summary of supporting statistics.

### Supporting Stats & References

- Reviewers are welcome to view the attached Virginia Science Experience Logic Model & ESSA Tier 4 Certification Report.
- Reviewers are welcome to view the [Theory of Action References](#).
- In an independent science impact study, a third party evaluated Discovery Education's impact with Sahuarita Unified School District, Arizona, which found that the investment in Discovery Education resulted in increased science, math and reading proficiency in grades 3-8. Reviewers are welcome to view the research study: [Source](#).
- In a study with Rock Hill School District, South Carolina, use of Science Techbook showed positive impacts on student achievement for fourth grade. The average 2014 PASS science scale score for classrooms of high users was higher than the average scale scores for both the low/non-user group and the district. Reviewers are welcome to view the research study: [Source](#).
- In North Carolina, one study found that across 34 performance indicators, schools with Discovery Education's services performed better on North Carolina's state assessments for grade-level science proficiency than non-Discovery Education partner schools. Reviewers are welcome to view the research study: [Source](#).
- Schools with access to Science Techbook had a 3-point statistically significant advantage over non-Discovery Education schools in the EOG Science Grade 5 assessment.
- 71% of 5th grade students in Discovery Education Science Techbook schools were proficient in science compared to just 68% in non-Discovery Education schools.

# Science Techbook

## Logic Model

Study Type: ESSA Evidence Level IV

Prepared for:  
Discovery Education

Prepared by LearnPlatform by Instructure:  
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Elizabeth Allen, Ph.D., Research Contractor

August 4, 2023





## EXECUTIVE SUMMARY

Discovery Education engaged LearnPlatform by Instructure, a third-party edtech research company, to develop a logic model for *Science Techbook*. LearnPlatform by Instructure designed the logic model to satisfy Level IV requirements (*Demonstrates a Rationale*) according to the Every Student Succeeds Act (ESSA).<sup>1</sup>

### Logic Model

A logic model provides a program roadmap, detailing program inputs, participants reached, program activities, outputs, and outcomes. LearnPlatform by Instructure collaborated with Discovery Education to develop and revise the logic model.

### Study Design for *Science Techbook* Evaluation

Informed by the logic model, LearnPlatform by Instructure developed a research plan for a study to meet ESSA Level II requirements. The proposed research questions are as follows:

1. To what extent were grade 5 students using *Science Techbook* during the 2023–24 school year?
  - a. On average, how many lessons and assignments were completed by students during the 2023–24 school year?
2. To what extent did the average number of *Science Techbook* lessons and assignments that students completed relate to improved performance on standardized science assessments?
  - a. How does this compare with students who did not use the product?

### Conclusions

This study satisfies ESSA evidence requirements for Level IV (*Demonstrates a Rationale*). Specifically, this study met the following criteria for Level IV:

- ✓ Detailed logic model informed by previous, high-quality research
- ✓ Study planning and design is currently underway for an ESSA Level I, II or III study

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<sup>1</sup> Level IV indicates that an intervention should include a “well-specified logic model that is informed by research or an evaluation that suggests how the intervention is likely to improve relevant outcomes; and an effort to study the effects of the intervention, that will happen as part of the intervention or is underway elsewhere...” (p. 9, U.S. Department of Education, 2016).

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## Introduction

Discovery Education engaged LearnPlatform by Instructure, a third-party edtech research company, to develop a logic model for *Science Techbook*. LearnPlatform by Instructure designed the logic model to satisfy Level IV requirements (*Demonstrates a Rationale*) according to the Every Student Succeeds Act (ESSA).

The study had the following objectives:

1. Define the *Science Techbook* logic model and foundational research base.
2. Draft an ESSA Level I, II, or III study design.

**Previous Research.** Science education without enough opportunities for hands-on, interactive exploration of scientific concepts and phenomena often fails to engage students and educators. Further, it is less likely to improve students' science learning outcomes (Duschl et al., 2007; Mebert et al., 2020; Reiser et al., 2021).

Research demonstrates that students' science outcomes improve when they are:

1. given access to phenomena-driven curriculum with three-dimensional learning experiences (Mebert et al., 2020; Reiser et al., 2021);<sup>2</sup>
2. lead investigators in the learning process (Lacy et al., 2022; Passmore et al., 2014; Schwarz et al., 2009);
3. motivated and engaged (Hulleman et al., 2009; Kuo, Tuan, & Chin, 2020; Rule & Meyer, 2009); and
4. provided with timely feedback (Bailey & Heritage, 2018; Cauley & McMillan, 2010).

**Phenomena-driven curriculum with three-dimensional learning experiences.** Student learning increases when they are given opportunities to collaborate, explore freely, and solve real-world problems (Mebert et al., 2020). Instructional models that include three-dimensional learning experiences, where students can participate in sensemaking,<sup>3</sup> can positively impact student learning and outcomes (Reiser et al., 2021). The Next Generation Science Standards' (NGSS) focus on hands-on inquiry of real-world phenomena is more inclusive and benefits students' engagement and science content learning (Tyler et al., 2018). Teachers that understand the shifts in three-dimensional learning create and implement science lessons that have been shown to enhance student learning (Anderson et al., 2018; Fick, 2018).

**Students as lead investigators.** Through knowledge construction and the implementation of science practices (e.g., scientific argumentation, model-based reasoning, learning progressions), students deepen their understanding of scientific ideas (Lacy et al., 2022; Passmore et al., 2014; Schwarz et al., 2009). When teachers embed this expectation within their lessons, students are

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<sup>2</sup> Three-dimensional learning is an approach to science teaching that focuses on disciplinary core ideas, crosscutting concepts, and scientific practices examining phenomena, developed by the National Research Council's framework for new science education standards (National Research Council, 2012).

<sup>3</sup> Sensemaking is a collaborative practice that involves sharing initial ideas with peers about the cause of real-world phenomena and working through any inconsistencies in their shared understanding).

more engaged and active in their learning (e.g., Schwarz, 2009; Sengul, 2021). For example, teachers that embed opportunities for scientific argumentation in their lessons deepen students' understanding of scientific ideas (Colley & Windschilt, 2016; Craddock, 2021).

*Motivation and engagement.* Student motivation and engagement in science can be nurtured in multiple ways. Students are more motivated and engaged when they can relate science concepts to their lives and interests. For example, Hulleman and his research team (2009) helped students connect what they were learning in science to their lives, leading to increased interest in science and improved course grades. Students are also motivated and engaged in science when they participate in inquiry-based science instruction of real-world phenomena (Kuo et al., 2020). NGSS' scientific-based practices, such as inquiry-based modeling, motivate and engage students because of real-world connections, exciting topics, student-led investigations and explorations, and multimedia use (Rule & Meyer, 2009).

*Timely feedback.* Formative and summative assessments are invaluable to student success in science. Timely and thorough feedback supports students' ability to self-monitor, self-correct, and set meaningful learning goals. Feedback allows students to take charge of their own learning (Bailey & Heritage, 2018; Cauley & McMillan, 2010). Furthermore, formative assessment data gives teachers an in-depth understanding of their students' learning needs, differentiating instruction as needed (Bartz, 2017; Faber et al., 2018).

Discovery Education's *Science Techbook* incorporates all of the above features in efforts to improve student science learning outcomes. *Science Techbook* is NGSS-aligned and grounded on research that champions phenomena-driven curricula where students can be lead investigators in solving real-world problems by applying effective science practices.

## Logic Model

A logic model is a program or product roadmap. It identifies how a program aims to impact learners, translating inputs into measurable activities that lead to expected results. A logic model has five core components: inputs, participants, activities, outputs, and outcomes (see Table 1).

Table 1. Logic model core components

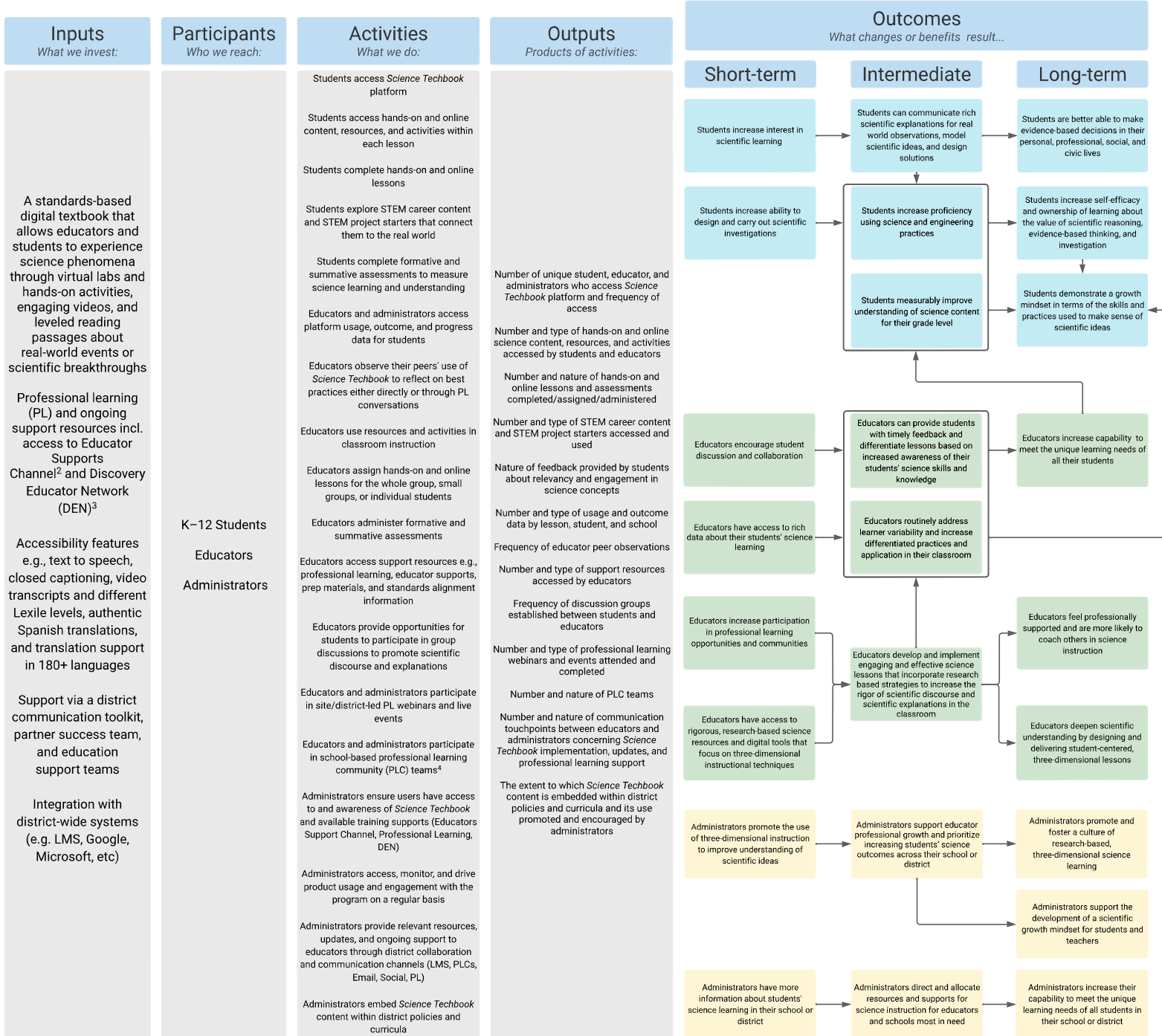
Component	Description	More information
Inputs	What the provider invests	What resources are invested and/or required for the learning solution to function effectively in real schools?
Participants	Who the provider reaches	Who receives the learning solution or intervention? Who are the key users?
Activities	What participants do	What do participants do with the resources identified in Inputs? What are the core/essential components of the learning solution? What is being delivered to help students/teachers achieve the program outcomes identified?
Outputs	Products of activities	What are numeric indicators of activities? (e.g., key performance indicators; allows for examining program implementation)
Outcomes	Short-term, intermediate, long-term	<p>Short-term outcomes are changes in awareness, knowledge, skills, attitudes, and aspirations.</p> <p>Intermediate outcomes are changes in behaviors or actions.</p> <p>Long-term outcomes are ultimate impacts or changes in social, economic, civil or environmental conditions.</p>

LearnPlatform by Instructure reviewed Discovery Education resources, artifacts, and program materials to develop a draft logic model for *Science Techbook*. Discovery Education reviewed the draft and provided revisions via email. The final logic model depicted below (Figure 1) reflects these conversations and revisions.



SCIENCE  
TECHBOOK

**Problem Statement:** Students should be at the center of learning science, which is grounded in building conceptual understanding across an intentional progression of ideas and skills/processes. Science education that does not provide enough opportunities for hands-on, interactive exploration of scientific concepts and phenomena often fails to engage students and educators and is less likely to improve students' science outcomes. *Science Techbook* provides highly engaging, hands-on, rigorous, and research-based lessons and activities, including rich teacher supports and formative/summative assessment opportunities to monitor student learning. These activities connect students to their inner curiosity by placing them at the center of a three-dimensional science learning experience.<sup>1</sup>



<sup>1</sup> Three-dimensional learning is an approach to science teaching that focuses on disciplinary core ideas, crosscutting concepts, and scientific practices examining phenomena, developed by the National Research Council's framework for new science education standards (National Research Council, 2012).

<sup>2</sup> The Educator Supports Channel is an online platform that provides school and district leaders with resources on how to share best practices for Discovery Education products/services and empower educators through professional learning

<sup>3</sup> Discovery Educator Network (DEN) is a global online community that connects educators to teaching resources, learning opportunities, and professional peer networking.

<sup>4</sup> Professional learning communities (PLCs) are an approach to school improvement where groups of educators and administrators work collaboratively at the school level to improve student outcomes.

*Problem Statement.* Students should be at the center of learning science, which is grounded in building conceptual understanding across an intentional progression of ideas and skills/processes. Science education that does not provide enough opportunities for hands-on, interactive exploration of scientific concepts and phenomena often fails to engage students and educators and is less likely to improve students' science outcomes. *Science Techbook* provides highly engaging, rigorous, and research-based lessons and activities, including rich teacher supports and formative/summative assessment opportunities to monitor student learning. These activities connect students to their inner curiosity by placing them at the center of a three-dimensional science learning experience.

*Science Techbook Logic Model Components.* Discovery Education invests several resources into their program, including:

- A standards-based digital textbook that allows educators and students to experience science phenomena through virtual labs and hands-on activities, engaging videos, and leveled reading passages about real-world events or scientific breakthroughs;
- Professional learning (PL) and ongoing support resources incl. access to Educator Supports Channel<sup>4</sup> and Discovery Educator Network (DEN);<sup>5</sup>
- Accessibility features e.g., text to speech, closed captioning, video transcripts and different Lexile levels, authentic Spanish translations, and translation support in more than 180 languages;
- Support via a district communication toolkit, partner success team, and education support teams; and
- Integration with district wide systems (e.g. LMS, Google, Microsoft, etc).

Ultimately, *Science Techbook* aims to reach K–12 students, educators, and administrators. Using these product resources, the aforementioned participants can engage with *Science Techbook* in the following activities:

**Students:**

- Access *Science Techbook* platform;
- Access hands-on and online content, resources, and activities within each lesson;
- Complete hands-on and online lessons;
- Explore STEM career content and STEM project starters that connect them to the real world; and
- Complete formative and summative assessments to measure science learning and understanding.

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<sup>4</sup> The Educator Supports Channel is an online platform that provides school and district leaders with resources on how to share best practices for Discovery Education products/services and empower educators through professional learning

<sup>5</sup> Discovery Educator Network (DEN) is a global online community that connects educators to teaching resources, learning opportunities, and professional peer networking.



**Educators:**

- Access platform usage, outcome, and progress data for students;
- Observe their peers' use of *Science Techbook* to reflect on best practices either directly or through PL conversations;
- Use resources and activities in classroom instruction;
- Assign hands-on and online lessons for the whole group, small groups, or individual students;
- Administer formative and summative assessments;
- Access support resources e.g., professional learning, educator supports, prep materials, and standards alignment information;
- Provide opportunities for students to participate in group discussions to promote scientific discourse and explanations;
- Participate in site/district-led PL webinars and live events; and
- Participate in school-based professional learning community (PLC) teams.<sup>6</sup>

**Administrators:**

- Access platform usage, outcome, and progress data for students;
- Ensure users have access to and awareness of *Science Techbook* and available training supports (Educators Support Channel, Professional Learning, DEN);
- Access, monitor, and drive product usage and engagement with the program on a regular basis;
- Provide relevant resources, updates, and ongoing support to educators through district collaboration and communication channels (LMS, PLCs, Email, Social, PL);
- Embed *Science Techbook* content within district policies and curricula;
- Participate in site/district-led PL webinars and live events; and
- Participate in school-based PLC teams.

Discovery Education can examine the extent to which core activities were delivered and participants were reached by examining the following quantifiable outputs:

- Number of unique student, educator, and administrators who access *Science Techbook* platform and frequency of access
- Number and type of hands-on and online science content, resources, and activities accessed by students and educators
- Number and nature of hands-on and online lessons and assessments completed/assigned/administered
- Number and type of STEM career content and STEM project starters accessed and used
- Nature of feedback provided by students about relevancy and engagement in science concepts
- Number and type of usage and outcome data by lesson, student, and school

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<sup>6</sup> Professional learning communities (PLCs) are an approach to school improvement where groups of educators and administrators work collaboratively at the school level to improve student outcomes.

- Frequency of educator peer observations
- Number and type of support resources accessed by educators
- Frequency of discussion groups established between students and educators
- Number and type of professional learning webinars and events attended and completed
- Number and nature of PLC teams
- Number and nature of communication touchpoints between educators and administrators concerning *Science Techbook* implementation, updates, and professional learning support
- The extent to which *Science Techbook* content is embedded within district policies and curricula and its use promoted and encouraged by administrators

If implementation is successful, based on a review of product outputs, Discovery Education can expect the following outcomes.

### **Students**

In the short term, students will increase interest in scientific learning and their ability to design and carry out scientific investigations. In the intermediate term, students will communicate rich scientific explanations for real world observations, model scientific ideas, and design solutions. They will also increase proficiency using science and engineering practices and measurably improve understanding of science content for their grade level. Long term, students will be better able to make evidence-based decisions in their personal, professional, social, and civic lives. They will increase self-efficacy and ownership of learning about the value of scientific reasoning, evidence-based thinking, and investigation. Finally, students will demonstrate a growth mindset in terms of the skills and practices used to make sense of scientific ideas.

### **Educators**

In the short term, educators will encourage student discussion and collaboration. They will have access to rich data about their students' science learning as well as increase participation in professional learning opportunities and communities. Educators will have access to rigorous, research-based science resources and digital tools that focus on three-dimensional instructional techniques. In the intermediate term, educators will provide students with timely feedback and differentiate lessons based on increased awareness of their students' science skills and knowledge. They will address learner variability and increase differentiated practices and application in their classroom. Educators will also develop and implement engaging and effective science lessons that incorporate research-based strategies to increase the rigor of scientific discourse and scientific explanations in the classroom. Long term, educators will increase their capability to meet the unique learning needs of all their students. They will feel professionally supported and be more likely to remain in their role. Finally, educators will deepen scientific understanding by designing and delivering student-centered, three-dimensional lessons.

### **Administrators**

Short term, administrators will promote the use of three-dimensional instruction to improve understanding of scientific ideas and have more information about students' science learning in their school or district. In the intermediate term, administrators will support educator professional

growth and prioritize increasing students' science outcomes across their school or district. They will also direct and allocate resources and support for science instruction for educators and schools most in need. Long term, administrators will promote and foster a culture of research-based, three-dimensional science learning. Finally, they will support the development of a scientific growth mindset for students and teachers and increase their capability to meet the unique learning needs of all students in their school or district.

## Study Design for Science Techbook Evaluation

To continue building evidence of effectiveness and to examine the proposed relationships in the logic model, Discovery Education has plans to conduct an evaluation to determine the extent to which *Science Techbook* produces the desired outcomes. Specifically, Discovery Education has plans to begin an ESSA Level II study to answer the following research questions:

1. To what extent were grade 5 students using Science Techbook during the 2023–24 school year?
  - a. On average, how many lessons and assignments were completed by students during the 2023–24 school year?
2. To what extent did the average number of Science Techbook lessons and assignments that students completed relate to improved performance on standardized science assessments?
  - a. How does this compare with students who did not use the product?

## Conclusions

This study satisfies ESSA evidence requirements for Level IV (*Demonstrates a Rationale*). Specifically, this study met the following criteria for Level IV:

- ✓ Detailed logic model informed by previous, high-quality research
- ✓ Study planning and design is currently underway for an ESSA Level I, II or III study

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## Social Studies Techbook Efficacy

Social Studies Techbook shows positive student impacts on end of course assessments. Studies show that regularly using Discovery Education Social Studies Techbook in the classroom has positive academic impacts for educators and students.

### Social Studies Techbook is Research-Based

The creation of Social Studies Techbook is informed by decades of educational research on best practices for social studies instruction. Discovery Education is planning to provide a complete Logic Model and Theory of Action References to achieve the ESSA Tier 4 certification with LearnPlatform, which visually represents program inputs, activities, and desired outcomes for implementing Social Studies Techbook.

Evidence of research that supports Social Studies Techbook efficacy may be reviewed in the Research section of this proposal. Discovery Education includes the following summary of supporting statistics.

### Supporting Stats & References

- A recent correlational study in Florida revealed that the Discovery Education market presence had differential effects on school districts ranging from the smallest positive interaction effect for EOC History scores in Duval and Pasco Counties. Reviewers are welcome to view the research study: [Source](#).
- In the same correlational study for another school year, there were differential effects ranging from the smallest positive interaction effect for EOC History scores for Hillsborough and Palm Beach Counties. The largest effect was on the verge of statistical significance ( $p = .052$ ). Duval County also showed a positive statistically significant interaction effect for EOC Civics scores ( $p = .031$ ).
- In a recent correlational analysis study that examined the impact of effects of Discovery Education products on school-level academic achievement in the state of Texas, Discovery Education Experience and Social Studies Techbook had a positive relationship with high school U.S. History scores. Reviewers are welcome to view the research study: [Source](#).



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## Mystery Science Efficacy

Mystery Science shows positive student impacts on science achievement. In a recent correlational analysis study that examined the impact of effects of Discovery Education products on school-level academic achievement in the state of Texas, Mystery Science had a positive relationship with Grade 5 Science scores.

## Mystery Science is Research-Based

The creation of Mystery Science is informed by decades of educational research on how kids develop a conceptual understanding of science and learn to reason scientifically. Mystery Science is built upon a theory of action about how best to enhance K-5 science instruction and the learning experience. A theory of action is a collection of statements that hypothesize how intentional actions will result in change, based on insights from existing research. Collectively, the theory of action statements describes the philosophical foundation underpinning Mystery Science's approach to science education.

Discovery Education is planning to provide a final Logic Model soon to achieve the ESSA Tier 4 certification with LearnPlatform, which visually represents program inputs, activities, and desired outcomes for implementing Mystery Science.

## Supporting Stats & References

- Reviewers are welcome to view the [Mystery Science Theory of Action References](#).
- In a recent correlational analysis study that examined the impact of effects of Discovery Education products on school-level academic achievement in the state of Texas, Mystery Science had a positive relationship with Grade 5 Science scores. Reviewers are welcome to view the research study: [Source](#).

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### Pivot Interactives Efficacy

Pivot Interactives shows positive student impacts on science achievement. Under controlled conditions, students that used Pivot Interactives interactive video showed significantly greater learning gains on science process critical thinking skills.

### Pivot Interactives is Research-Based

Pivot Interactives is grounded in research. Discovery Education is planning to provide a complete Logic Model and Theory of Action References to achieve the ESSA Tier 4 certification with LearnPlatform, which visually represents program inputs, activities, and desired outcomes for implementing Pivot Interactives.

### Supporting Stats & References

- A year-long study using 160 university students and four instructors showed that students who use interactive video used in Pivot Interactives increased their ability to construct models (Model Making) compared with students who did not. Similarly, students who used Pivot Interactives instructional methods showed an increased ability to evaluate whether a known model adequately describes a new situation, a skill the authors called Model Breaking. Reviewers are welcome to view the research study: [Source](#).
- Science education researchers at MIT and Carleton College measured students' experience using Pivot Interactives' supplemental interactive video compared to traditional learning methods. They found that students felt more confident and could better understand scenarios with Pivot Interactives interactive video. Reviewers are welcome to view the research study: [Source](#).
- 85% reported that Pivot Interactives' phenomena-based interactive video made it easier to understand the scenario being investigated.
- 92% said they would encourage their friends to take courses that use our interactive video.
- 60% reported an increase in using scientific skills like measurement technique when using our interactive video.
- Students reported feeling more confident using interactive video because they see and measure the outcomes of events for themselves.

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## Discovery Education Experience Efficacy

Multiple studies show that regularly using Discovery Education in the classroom has many positive academic impacts for educators and students. These impacts are shown in elementary, middle, and high school, and span a variety of subjects.

### Accessibility Improves Teaching & Learning

Throughout the country, access to Discovery Education is making a significant difference improving teaching and learning. Use of Discovery Education's curricular resources impacted critical outcomes across the country for students overall, and especially for racial/ethnic minorities and students impacted by poverty, disabilities, and limited English proficiency. Research also indicates that students who had regular access to Discovery Education resources have higher attendance rates and were found to outpace their peers on state assessments.

Discovery Education includes the following summary of supporting statistics.

### Supporting Stats & References

- Reviewers are welcome to access the high-level overview of [Discovery Education's Impact on Student Achievement](#).
- In a Texas study, 73% of high-use students met state benchmarks, compared to 30% of low-use students.
- In a Tennessee study, 66% of high-use students met reading benchmarks and 70% met math benchmarks, compared to 50% of low-use students meeting benchmark for both reading and math.
- In a California study, students in 8th grade, high-use social studies and math classes outperformed their peers on state assessments for ELA and math. In a statewide Kentucky study, schools that used Discovery Education had higher test scores across subjects and student groups.
- In North Carolina, one study found that across 34 performance indicators, schools with Discovery Education's services performed better on North Carolina's state assessments than non-Discovery Education partner schools. Reviewers are welcome to view the research: [Source](#).
- Discovery Education recently conducted a study across the state of Florida that explored the relationship between use of Discovery Education products and school-level academic achievement. In that study, Discovery Education Experience showed consistent positive impacts to school-level student achievement. Reviewers are welcome to view the research: [Source](#).

## DreamBox Math Efficacy

DreamBox Math is an evidence-based, adaptive, intervention program with a large research portfolio that demonstrates statistically significant improvements on student outcomes.

### Proven Outcomes with DreamBox Math

DreamBox Math has been validated in a range of districts and schools with all key student subpopulations and for RTI/MTSS Tiers I, II, and III. Additional details are available online at <https://www.dreambox.com/research>.

**DreamBox Math is the only K-8 digital math program rated STRONG by Evidence for ESSA.**

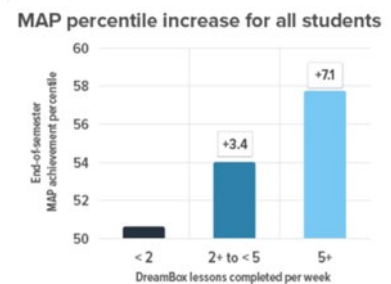
DreamBox Math has been certified as meeting the rigorous, evidence-based standards set forth by the Every Student Succeeds Act (ESSA). DreamBox Math has achieved ESSA Tier I, II, III, and IV certifications. Over the past several years, Discovery Education has partnered with third-party research organizations, expert data scientists, and education researchers to analyze the efficacy of DreamBox Math on K-8 students nationwide. The rich data set utilized in this project includes students using DreamBox Math in class, at home, during accelerated programs, for intervention, and for practice.



Researchers applied a variety of methodologies to explore diverse data for students from different-sized districts, in unique parts of the nation, and facing varying learning challenges. Through the execution of these studies, researchers found that students using DreamBox Math achieved higher proficiency in math when compared to students who did not.

### Usage of DreamBox Math in Pinellas County Schools, FL Showed Significant Impact on Achievement

In the most recent correlative study conducted in the Pinellas County Schools, usage of Dreambox Math showed statistically significant impact on math achievement. In this study, students who used DreamBox Math for the recommended amount of time scored 9.9 percentile points higher on NWEA's MAP assessment than those that did not use DreamBox Math.

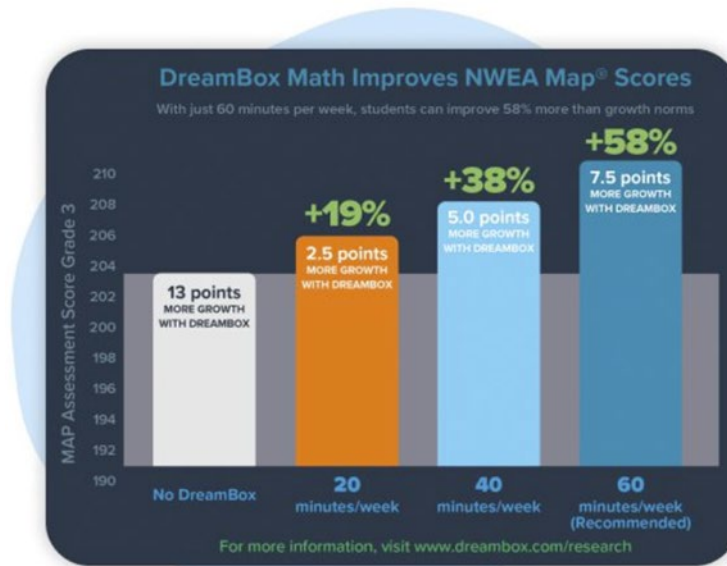


Additional findings from third party research on DreamBox Math:

- Students in need of intervention are more likely to meet or exceed learning goals with DreamBox Math.
- DreamBox Math meets learners where they are and personalizes instruction for students who need extra help and students who are thriving.
- English language learners benefit significantly from the unique approach DreamBox Math uses to support Spanish-speaking students.
- DreamBox Math's flexibility allows students meet math goals while learning at home or in school.
- Data indicates that historically underserved students using the program demonstrate the same level of growth as other student populations.
- DreamBox Math works for students in every grade level, even middle school.

## Harvard University Study

The program is powered by students, built by and for educators, and proven to positively impact student achievement. A study of nearly 3,000 students by the Center for Education Policy Research at Harvard University revealed that for every 20 minutes a student spent on DreamBox Math, their Measures of Academic Progress® (MAP®) scores increased by 2.5 points. Because the study indicates a linear relationship between time spent in DreamBox Math and achievement gains, students who use the program for 60 minutes per week stand to experience an increase of 7.5 points on the MAP.



**Research indicates use of DreamBox Math improves MAP Scores.**

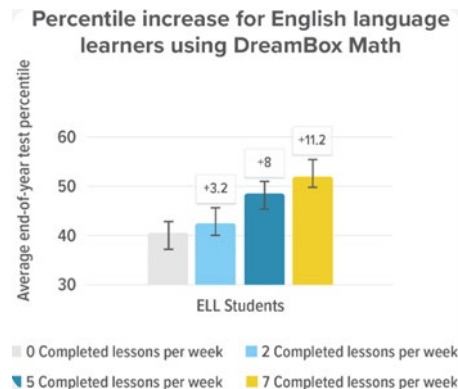
Additional analyses of student pre- and post-test scores on a variety of external assessments have also repeatedly demonstrated the meaningful and statistically significant impact of DreamBox Math with as little as five lessons per week. The studies were conducted in multiple grade levels and districts using quasi-experimental methodology.



**Multiple external assessments indicate the use of DreamBox Math increases positive student outcomes.**

## Elementary and Middle School Students using DreamBox Math in Napa Valley Unified School District Demonstrate Significant Gains on End-of-Year Math Assessments

NVUSD partnered with the DreamBox Learning research team in 2022 to explore the impact of DreamBox Math. DreamBox Learning analyzed the 2021-2022 program usage compared with the Fall 2021 STAR Math BOY achievement results and Spring 2022 EOY STAR Math achievement results. The study included 6,465 students in grades 1-8, 27% of whom are ELs. DreamBox Learning determined students who completed the recommended five lessons per week—approximately one hour—scored 9.5 percentile points higher on the year-end STAR assessment than non DreamBox Math users.

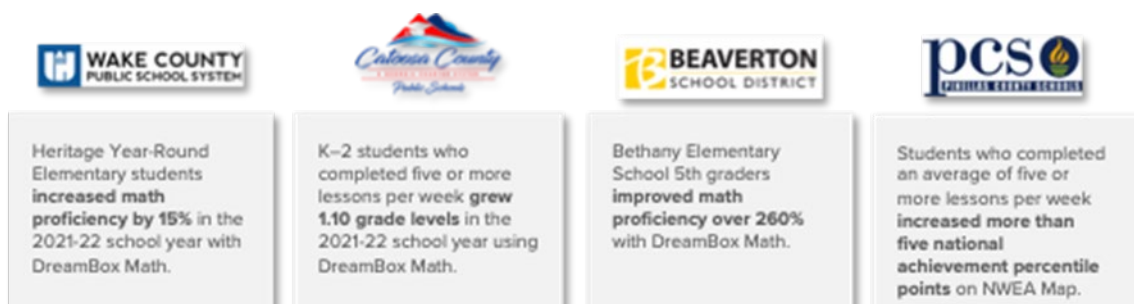


**Napa Valley USD students experienced significant gains using DreamBox Math.**

## Third-Party Research Finds DreamBox Math Accelerates Learning Across all K-6 Student Populations in William Penn School District

In 2022, DreamBox Learning contracted with LearnPlatform, a third-party EdTech research company, to explore the extent to which DreamBox Math helps accelerate learning for all students at William Penn School District in Pennsylvania. This study examined the relationship between DreamBox Math usage and student math outcomes.

The study included 1,851 K-6 students across eight elementary schools in the district, representing a diverse and historically vulnerable student population, 15.8% of whom were students with IEPs. The study found that DreamBox Math has a positive impact on student outcomes among all student subpopulations. Students who completed at least 3.5 lessons—approximately 55 minutes—in DreamBox Math had higher end-of-year math achievement scores. The average high usage student scored higher than 61% of students with lower use. In addition to the studies summarized above, DreamBox has conducted several internal case studies proving DreamBox Math positively impacts student outcomes.



**Internal study of districts in North Carolina, Georgia, Oregon, and Florida proves DB Math's effectiveness.**

## Discovery Education's Research Team

Discovery Education has a dedicated internal research team and engages independent research organizations to cull insights from **qualitative and quantitative data** that are used to evaluate program impact and inform program enhancement decisions. Independent studies have revealed promising results about the impact of Discovery Education partnerships, products, and services on teaching and learning outcomes.

### Study: The Relationship Between Discovery Education Market Presence and State of Florida Grades 3-12 Achievement

During the 2018-2019 and 2021-2022 school years, Discovery Education (DE) partnered with McREL International to test the relationship between Discovery Education's market presence and school-level academic achievement in the State of Florida. The correlation design focused on Spring 2019 and 2022 End of Course (EOC) and Florida State Assessment (FSA) Science, Math, English, and Social Studies school average test scores.

The study aimed to answer the following questions:

1. Do schools who use one or a combination of DE products report higher achievement scores than schools who do not use any DE product?
2. Do some school districts respond better or worse to DE products?

### Key Findings of Research

- *Question 1:* The analysis of SY 2018-2019 and 2021-2022 data revealed use of DE product/s reported positive effects on EOC Algebra and EOC Geometry scores.
- *Question 2:* The 2018-19 analysis revealed use of DE product/s had differential effects on school districts ranging from the smallest positive interaction effect for EOC Algebra, EOC History, and FS Math MS scores (std.  $b = 0.10$ ); to the largest positive interaction effect for FSA Grade 8 scores (std.  $b = 0.45$ ).
- *Question 2:* For the 2021-22 analysis, there were differential effects ranging from the smallest positive interaction effect for EOC History scores (std.  $b = 0.10$ ) to the largest positive interaction effect for EOC Biology scores (std.  $b = 0.68$ ). This largest effect was on the verge of statistical significance ( $p = .052$ ). Positive statistically significant interaction effect was reported for EOC Civics scores ( $p = .031$ ).





# Executive Summary:

## The Relationship Between Discovery Education Market Presence and State of Florida Grades 3-12 Achievement

Prepared by McREL for Discovery Education

February 24, 2023

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McREL is a nonprofit, nonpartisan research, development, and service organization that helps schools, districts, and education agencies improve outcomes for all students. We provide:

- Analysis and alignment of curriculum, instruction, assessment, and standards
- Professional development, learning, and coaching for teachers, principals, and system leaders
- Research, data analysis, logic models, and program evaluations
- School improvement recommendations, action planning, implementation support, and technical assistance

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## Overview

The purpose of this study was to test the relationship between Discovery Education's (DE) market presence and school-level academic achievement in the State of Florida. Specifically, the study used a correlational design where the outcomes of interest were Spring 2019 and 2022 End of Course (EOC) and Florida State Assessment (FSA) Math, Science, English, and Social Studies school average test scores; and the focal predictor was if a school was a DE user or not (i.e., treatment or comparison).

## Research Questions

The current study aimed to answer the following research questions:

1. Do schools who use one or a combination of DE products (Discovery Education [DE] Learning Platform, Science Techbook, Social Studies Techbook, or DE Learning Platform + Science Techbook) report higher achievement scores than schools who do not use any DE product?
2. Do some school districts respond better or worse to DE products?

## Design and Methodology

The study used publicly available school achievement and demographic data posted on the State of Florida Department of Education website, as well as product licensing information furnished by DE. For the academic years under investigation (2018-19 and 2021-22), the State of Florida used a combination of two state assessments to capture achievement across a host of outcome domains: the Florida Standards Assessment (FSA) and End of Course assessments (EOC). Specifically, the study used the following State of Florida achievement data:

- EOC Algebra 1 scores
- EOC Geometry scores
- FSA Math Elementary School (ES) scores (Grades 3 to 5)
- FSA Math Middle School (MS) scores (Grades 6 to 8)
- EOC Biology scores
- Grade 5 FSA Science scores
- Grade 8 FSA Science scores
- FSA English Elementary School (ES) scores (Grades 3 to 5)
- FSA English Middle School (MS) scores (Grades 6 to 8)
- EOC History scores
- EOC Civics scores

For Research Question 1, Treatment schools were identified based on if they use 1) DE Learning Platform only, 2) Science Techbook only, 3) Social Studies Techbook only, or 4) a combination of DE Learning Platform and Science Techbook<sup>1</sup>. Since the DE Learning Platform is purported to address multiple content areas, its effect was tested against all outcome areas, while Science Techbook and Social Studies Techbook (products designed for specific content areas)

## Executive Summary: The Relationship Between Discovery Education Market Presence and State of Florida Grades 3-8 Achievement

were tested against science and social studies outcomes, respectively. The combination treatment group of DE Learning Platform and Science Techbook was tested against all outcome areas since the DE Learning Platform addresses multiple content areas; however, in some tests of the effect of DE Learning Platform + STB, the sample size of the treatment group was too small ( $< 10$ ), which made the resulting effects difficult to interpret. Those hard-to-interpret effects are omitted from this executive summary and the accompanying final report.

For Research Question 2, Treatment schools were defined based on if the school used at least the DE Learning Platform—the schools in this sample could use other products as well. The moderation effects of district membership were tested for all outcome areas.

The sample sizes for Research Question 1 and Research Question 2 analyses are presented in Table 1 and Table 2, respectively. Because Research Question 2 addresses moderation effects of district membership, Table 2 presents sample sizes disaggregated by school district. All schools in the study population are members of school districts served by the Florida Department of Education, including both traditional public schools and public charter schools.

**Table 1: Sample sizes (number of schools) for Research Question 1 analyses.**

	2018-19 Dataset		2021-22 Dataset	
	Treatment	Comparison	Treatment	Comparison
<b>Discovery Learning Platform</b>	267 (District N = 29)	587 (District N = 54)	274 (District N = 25)	582 (District N = 54)
<b>Science Techbook</b>	91 (District N = 19)	587 (District N = 54)	103 (District N = 19)	582 (District N = 54)
<b>Social Studies Techbook</b>	101 (District N = 15)	587 (District N = 54)	102 (District N = 13)	582 (District N = 54)
<b>Learning Platform + Science Techbook</b>	156 (District N = 10)	587 (District N = 54)	158 (District N = 11)	582 (District N = 54)
<b>Total Sample Size</b>	1,202 (District N = 66)		1,219 (District N = 67)	

**Table 2. Sample sizes (number of schools) for Research Question 2 analyses.**

	2018-19 Dataset		2021-22 Dataset	
	Treatment	Comparison	Treatment	Comparison
<b>Alachua</b>	22	10	22	9
<b>Brevard</b>	-	-	-	-
<b>Broward</b>	188	21	189	28
<b>Duval</b>	6	72	6	68
<b>Hillsborough</b>	5	75	9	73
<b>Indian River</b>	16	6	16	5
<b>Lee</b>	5	16	-	-
<b>Manatee</b>	-	-	-	-
<b>Marion</b>	-	-	6	26
<b>Miami-Dade</b>	312	19	322	16

## Executive Summary: The Relationship Between Discovery Education Market Presence and State of Florida Grades 3-8 Achievement

Orange	-	-	-	-
Osceola	18	19	21	19
Palm Beach	8	18	6	17
Pasco	75	5	73	6
Pinellas	33	26	33	30
St. Lucie	-	-	-	-
Total Sample Size	975		1,000	

## Data analysis

To answer the first research question, Ordinary Least Squares (OLS) multiple regression was used to regress school-level achievement on treatment group, controlling for school-level covariates, including the percentage of students who qualified for free or reduced-price lunch, English language learners, Black/African American, Hispanic or Latino/a, Asian, Multi-racial, and total school enrollment.

To answer the second research question, an interaction term between treatment and school district was needed. Ordinary least squares (OLS) multiple regression was used to regress school-level achievement on treatment group, district number, the interaction between treatment and district, and with school-level demographics used as statistical controls. Interactions were created by computing a set of dummy codes for each school district; where a school was assigned a 1 if the school was located in that district, and a 0 if it was not. These school-level district dummy codes were then multiplied by the schools' corresponding treatment indicator value (1 if the school was a treatment school, and 0 if it was a comparison school), thereby creating an interaction between a district and the treatment as the outcome of interest. As for Research Question 1, these analyses also controlled for school level demographics.

## Results

The following sections report instances of positive effects of DE products on student achievement. Null and negative effects are presented in the full report.

### Research Question 1

- The analysis of SY 2018-2019 data revealed positive effects of the DE Learning Platform on EOC Algebra, EOC Geometry, FSA Math ES, EOC Biology, FSA Science Grade 5 and FSA English ES scores. Additionally, DE Learning Platform + Science Techbook reported positive effects on EOC Algebra and EOC Geometry scores.
- The analysis of 2021-22 data revealed a small positive effect of DE Learning Platform on EOC Geometry, FSA Math ES, and FSA English ES scores. Additionally, DE Learning Platform + Science Techbook reported a positive effect on EOC Algebra and EOC Geometry scores.
- Across the two analyses, the DE Learning Platform was consistently positively related to

## Executive Summary: The Relationship Between Discovery Education Market Presence and State of Florida Grades 3-8 Achievement

school-level student achievement.

### Research Question 2

- The 2018-19 analysis revealed that DE market presence (defined as a school having at least the DE Learning Platform) had differential effects on school districts ranging from the smallest positive interaction effect for EOC Algebra, EOC History, and FS Math MS scores in Duval and Pasco Counties (*std. b* = 0.10); to the largest positive interaction effect for FSA Grade 8 scores in Miami-Dade County (*std. b* = 0.45).
- For the 2021-22 analysis, there were differential effects ranging from the smallest positive interaction effect for EOC History scores for Hillsborough and Palm Beach Counties (*std. b* = 0.10) to the largest positive interaction effect for EOC Biology scores in Miami-Dade County (*std. b* = 0.68). This largest effect was on the verge of statistical significance ( $p = .052$ ). Duval County also showed a positive statistically significant interaction effect for EOC Civics scores ( $p = .031$ ); however, the effect size of 0.11 is relatively small.
- Across the two analyses, DE market presence was most commonly efficacious in Miami-Dade County.

### Considerations

Four primary limitations concerning the study's internal validity should caution the direct interpretation of these findings:

- 1) The data used to indicate if a school was a user school are updated on a continuous basis (i.e., were updated as recently as December of 2022) and may not be a valid indicator of product usage for years prior to the latest data update (i.e., for product usage in 2018 or 2019) since the dates in which a specific product was implemented in a school was not known, and schools can change which products they use during a license period.
- 2) The study could not control for prior achievement since no true baseline could be established using the product usage indicators described above.
- 3) The study did not compare effects between schools matched on covariates and prior achievement, and therefore, cannot rule out the possibility that differences in achievement between schools existed prior to the study.
- 4) The research team did not have access to student-level or classroom-level data and therefore used publicly available, school-level data. This could lower the precision of the results if some teachers in the school are not using the products at an optimal level or at all.

Recommendations for subsequent inquiries into the effects of DE's market presence include using product usage data which reports on the dates in which a specific product was used, constructing a sample based on license period regardless of which product a school used, and using a quasi-experimental design to estimate the effect of DE usage on achievement gains over time (which include a true baseline) on schools matched on baseline characteristics using propensity score matching.

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**Study: Sahuarita Partnership Impacts Math, Science & Reading Proficiency**

In 2020, Discovery Education partnered with Decisive Data Insights. The independent study evaluated the impact of the Sahuarita Unified School District's (AZ) initiative with Discovery Education to increase the quality of K-8 science, math, and reading instruction. The study was conducted from January 2020 through October 2020 and utilized advanced statistical methods to determine partnership effects on student performance. The analysis looked for a differential effect with different levels of Discovery Education use. The dependent variables included science and reading (informational text) scores. Same subject scores were used as covariates to control for prior achievement (e.g., prior year's score used to control for current year performance).

**Key Findings of Research**

- The investment in Discovery Education resulted in increased science, math, and reading proficiency.
- With 18 positive effects across the grade levels, subject, and relatively sparse years of implementation, it can be justifiably concluded that the Discovery Education implementation led to better academic outcomes in every subject and grade level, to some degree, than what would have been attained without its use.





# **Sahuarita Unified School District and Freeport-McMoRan Foundation Partnership**

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# Background

Sahuarita Unified School District (SUSD), located just south of Tucson, Arizona, serves 5,800 students residing within 606 square miles in Pima County. The district has an early childhood center, four elementary schools, one K-8 school, one middle school, two high schools, and an alternative school.

The district has been the recipient of funding via the Freeport-McMoRan Foundation (FCX Foundation), which seeks to build resiliency in mining communities where Freeport-McMoRan has a presence, and enable these communities to thrive long after mining has stopped.

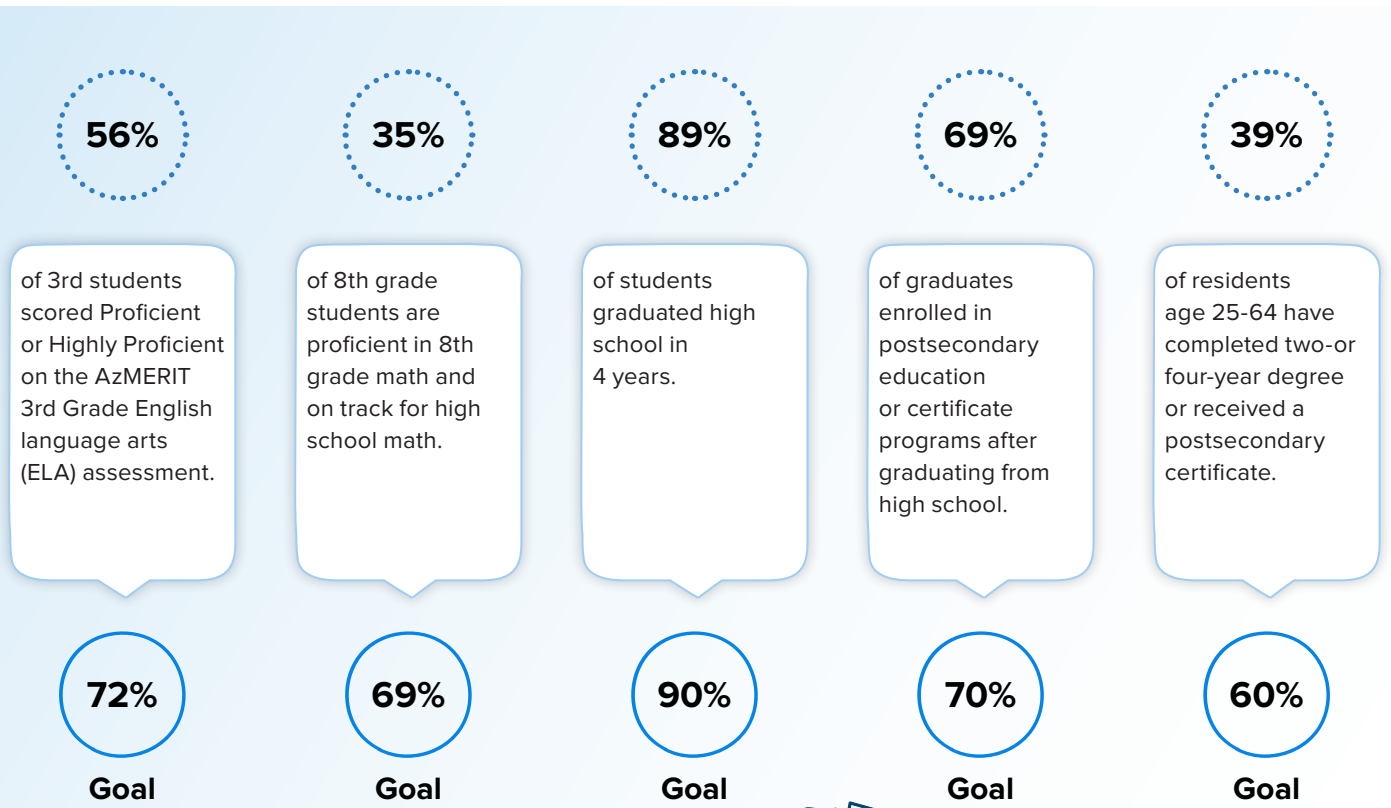
The initiatives in SUSD support a larger effort by Achieve60AZ, a community-based alliance of 150+ member organizations and 40+ municipalities working to advance postsecondary attainment across the state. The alliance set a goal that by 2030, 60% of Arizona adults ages 25-64 will hold a postsecondary credential or degree.

The FCX Foundation’s work addresses several pillars to achieve this goal, among them:

- Emphasize high school graduation
- Support students through pathways to college, career and certificates

# Results

Within the SUSD community, macro-measures of community resiliency are heading in a positive direction. Inflation-adjusted median individual earnings within the SUSD school district rose 11% over the past nine years and educational outcomes have steadily increased. The Sahuarita community is making progress toward meeting Arizona Progress Meters, as follows:

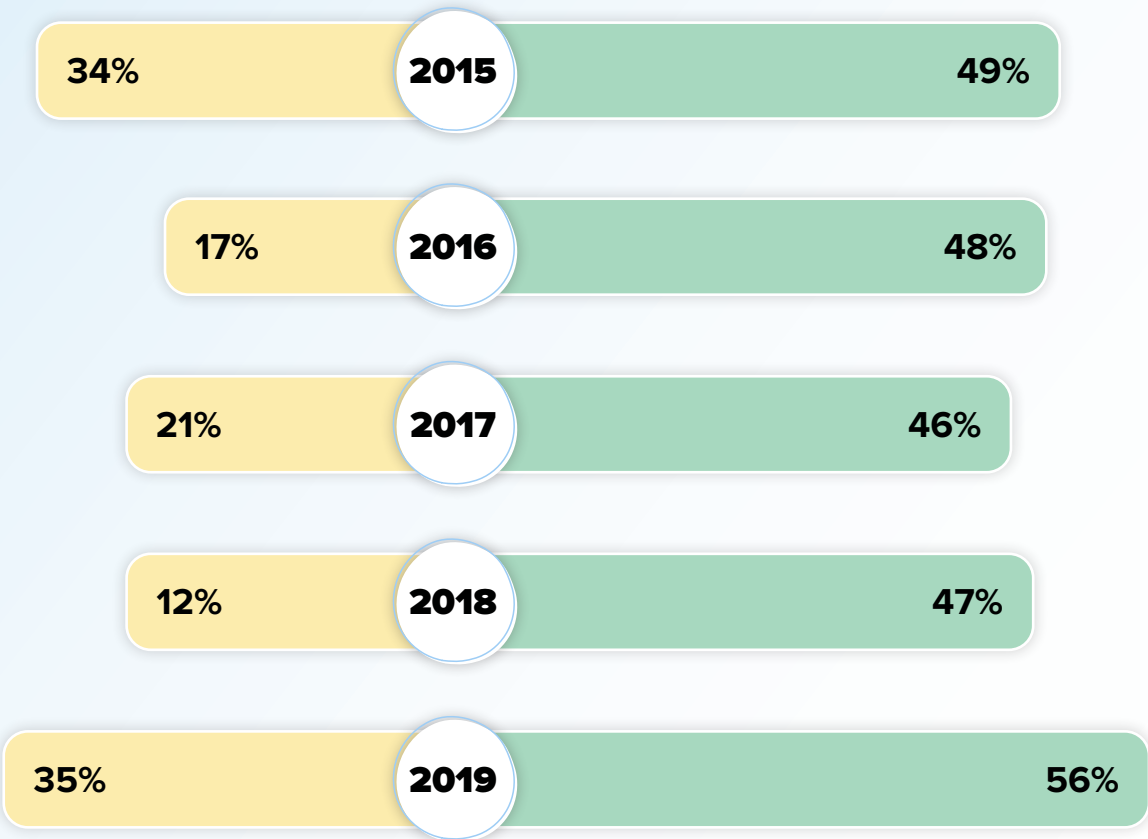




On K-8 measures, ELA proficiency rates remained relatively constant from 2015-2018 then saw a slight uptick in 2019 at 56%. Math proficiency has been very low at 34% in 2015, 17% in 2016; 21% in 2017, 12% in 2018, and 35% in 2019.

## Proficiency Rates

### Math | ELA



The FCX Foundation / SUSD Partnership included a large National Math and Science Initiative (NMSI) project, focused on increasing the enrollment in and quality of AP course offerings, as well as a Discovery Education initiative focused on increasing the quality of K-8 science, math, and reading instruction.

The Discovery Education implementation started small with just 246 students in Year 1 (2016-17 school year) and grew to impact roughly 900 students across five grades during the 2018-19 school year. Approximately 50% of applicable district students used Discovery Education.

## **About the Study:**

This evaluation is the first study that seeks to understand the impact of various SUSD initiatives funded by the FCX Foundation. The evaluation initiative was led by researcher Dr. Brett Kramer of Decisive Data Insights.

### **Study Design:**

The study, conducted from January 2020 through October 2020, began with stakeholder engagement to garner buy-in. The research team then collected performance data across the funded projects, analyzed the data using advanced statistical methods to determine partnership effects, and tied those effects back to larger macro-level measures to help inform and guide the direction of future philanthropic investments.

In regards to the Discovery Education analysis, the independent variable was the Discovery Education usage data across three years. Each year was examined separately, and aggregate effects were examined across the three years. The analysis looked for a differential effect with different levels of Discovery Education use. The dependent variables included science and reading (informational text) scores. Same-subject scores were used as covariates to control for prior achievement (e.g. prior year's math score used to control for current year performance). Attendance data was also used as a covariate to parcel effects.

The study results were made public in January 2021 at a meeting of the SUSD governing board.

### **Findings/Conclusions:**

- The investment in Discovery Education resulted in increased science, math and reading proficiency in grades 3-8. Cross-curricular effects are evident, but claims related to subjects other than science should be tempered only because Discovery Education does not make explicit claims that their curriculum leads to those effects.
- With 18 positive effects across the grade levels, subject, and relatively sparse years of implementation, it can be justifiably concluded that the Discovery Education implementation led to better academic outcomes in every subject and grade level, to some degree, than what would have been attained without its use.
- Discovery Education was used by fewer than 50% of students and sometimes as few as 25% of students in a given grade level. With more widespread use, it can be posited that better results likely would have been attained.
- In terms of efficacy and return on investment, more consistent, albeit smaller effects were observed at the younger grade levels, suggesting more widespread use be focused there, and perhaps supplementary use be focused at the older grade levels, if cost is an issue.

**Create more AHA! moments with Discovery Education's  
engaging, effective, and easy-to-use solutions.**

[DiscoveryEducation.com/Sahuarita-Demo](https://DiscoveryEducation.com/Sahuarita-Demo)

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## Study: Discovery Education Study Reveals Widespread Impact on Achievement Across North Carolina

During the 2016-2017 school year, Discovery Education Research & Analysis compared Discovery Education (DE) partner schools in North Carolina to non-partner schools to study two key questions:

- To what extent is achievement on the North Carolina summative assessments, including the End of Grade (EOG), End of Course (EOC), and ACT, related to partnership with Discovery Education?
- Is there a significant link between subgroup achievement and partnership with Discovery Education?

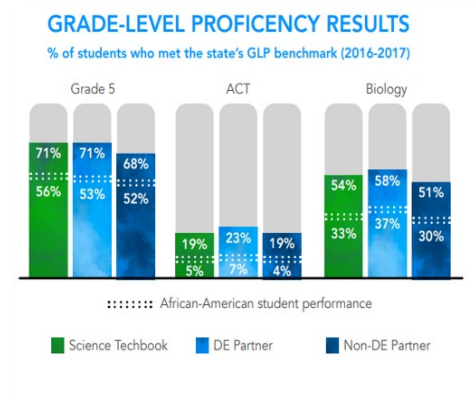
### Analysis of Achievement Results

- There are 34 performance indicators that show that DE partner schools perform better than non-DE partner schools.
- This positive correlation between DE partners and better scores found in the overall sample (i.e. all students) also holds for several different demographic subgroups.

### Key Findings of Research

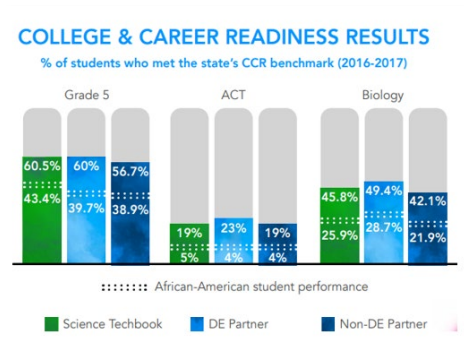
#### Grade Level Proficiency

- An additional 4.3% of students in DE partner schools meet the state's benchmark in the ACT Science section compared to students in non-DE schools.
- DE schools have a 6.7-point advantage in EOC Biology.
- Science Techbook schools have a 3-point advantage in EOG Science Grade 5.
- African American/Black Student subgroup:
  - Science Techbook schools have a 4-point statistically significant advantage over non-DE schools in EOG Science Grade 5.
  - DE schools have a 6.8-point advantage in EOC Biology.



#### College and Career Ready

- DE schools have a 7.3-point advantage in EOC Biology.
- Science Techbook schools have a 2-4-point advantage in grades 5 and 8 EOG Science.
- African American/Black Student subgroup:
  - An additional 6.8% of African American/Black students taking the EOC Biology assessment in DE partner schools meet the state's college and career ready benchmark compared to students in non-DE schools.
  - Science Techbook schools have a 4-point statistically significant advantage over non-DE schools in EOC Biology and EOG Science Grade 5.



Math: Grade Level Proficiency

- Math Techbook schools have a 9-point statistically significant advantage over non-Discovery Education schools in the End of Course (EOC) Math 1 assessment.
- An additional 5.5% of students in Discovery Education partner schools meet the state's benchmark in the ACT Math section.
- Discovery Education partner schools perform particularly well throughout with a statistically significant advantage (over non-Discovery Education partners) in EOC Math 1, End of Grade (EOG) Math for grades 3, 4, 5 and 6, as well as in the ACT Math section.
- African American/Black Student subgroup:
  - Math Techbook schools have a 10-point statistically significant advantage over non-Discovery Education schools in the EOC Math 1 assessment.
  - An additional 6.6% of African American students in Discovery Education schools achieve proficiency in the EOC Math 1 course.
  - Math Techbook schools have an 11-point statistically significant advantage over non-Discovery Education schools in the EOC Math 1 assessment.
  - 3-4 point statistically significant advantage for Math Techbook schools in EOG Math grades 7 and 8.

College and Career Ready

- Math Techbook schools have a 10.5-point statistically significant advantage over non-Discovery Education schools in the EOC Math 1 assessment.
- Discovery Education partner schools perform particularly well throughout with statistically significant differences (over non-Discovery Education partners) in EOC Math 1, EOG Math for grades 3, 4, 5, 6 and 8, as well as in the ACT Math section.
- Discovery Education partner schools have about a 5-point advantage over non-Discovery Education partner schools in terms of college and career ready compliance in grades 3, 4, and 5.

Reading/ELA: Grade Level Proficiency

- Discovery Education schools have a 5.4-point statistically significant advantage over non-Discovery Education schools in the EOC English 2 assessment.
- Discovery Education schools have a 3-4-point advantage in compliance with proficiency benchmarks over their counterparts in Reading for grades 3 through 5.
- Discovery Education schools are particularly strong in both the ACT English and ACT Reading sections with an additional 5% of students meeting the state's benchmarks.
- African American/Black Student subgroup:
  - Discovery Education schools have a 6.1-point statistically significant advantage over non-DE schools in the EOC English 2 assessment.
  - An additional 5% of Discovery Education school students met the state's benchmarks in both the ACT English and ACT Reading sections.





# North Carolina Statewide Study Summary of Findings

## About the Study

Discovery Education Research & Analysis compared DE partner schools in North Carolina to non-partner schools to study two key questions —

- To what extent is achievement on the North Carolina summative assessments, including the End of Grade (EOG), End of Course (EOC), and ACT, related to partnership with Discovery Education?
- Is there a significant link between subgroup achievement and partnership with Discovery Education?

DE compared the published school level data from The Accountability Services Division of the Public Schools of North Carolina for the 2016-2017 school year to a list of Discovery Education partners for same time period, resulting in an analysis of achievement of DE partner schools vs. non-DE partner schools.

- There are 34 performance indicators that show that DE partner schools perform better than non-DE partner schools.
- This positive correlation between DE partners and better scores found in the overall sample (i.e. all students) also holds for several different demographic subgroups.
- There are also several performance indicators in which the difference between DE partner and non-partner schools is statistically indistinguishable.

## Limits of the Study

- The nature of this study can only reveal a correlation. It cannot and does not show a causal relationship between DE partnership and student achievement.
- This analysis does not consider the possibility of school or community levels of resources or previously existing performance selecting into the two main categories: DE partner and non-DE partner.
- This report is bound to the publicly available performance indicators, therefore the scope of the analysis is limited to public schools in North Carolina.



North Carolina schools in the sample

There are 116 NC School districts and 2404 schools in the dataset used for the forthcoming analysis. Of the 2404 schools, 62% are DE partners.

	Non-DE	Any DE Product	Math TB	Science TB	Total
# of School	914	1,490	193	644	2,404

At least 100,000 student assessments were taken for each of the performance indicators analyzed in the reports. When only considering the African-American/Black student subgroup this figure goes down to approximately 25 thousand assessments.

Methodology

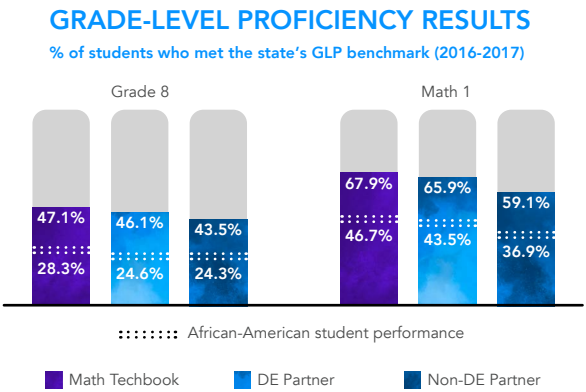
The two sources of data for this study are the published data from The Accountability Services Division of the Public Schools of North Carolina published battery of performance indicators for each of its schools for the 2016-2017 school year and DE’s internal data warehouse identifying which public schools in North Carolina were DE partners during the timeframe of this study. The two data sets were merged and schools without a list of products were coded as non-DE Partners and those with products were coded as DE Partners.

The assessments dataset includes the total number of students that took and passed the standard for each performance indicator by school. From this, an average percent of students reaching the benchmark was calculated for each performance indicator by DE partner schools (e.g. schools with any DE product) and non-DE partners (e.g. schools with no DE products). Each schools’ rate of compliance was then weighted by their size (e.g. the number of students in each school taking the assessment). To test the robustness of the results, weighted significance t-tests at the 95% level of confidence were performed. These tests specifically check whether the observed rate of compliance of DE schools is statistically greater than that of non-DE schools.

Each performance indicator matches onto one or more minimum standards by which schools are judged. In each EOC or EOG examination a student can receive a score between 1-5. Scores at or above 3 signify grade level proficiency (GLP). Scores at or above 4 signify college and career readiness (CCR). Similarly, students taking the ACT exam get a score for each subtest. The benchmark set for the Reading section of the ACT exam is 22 and for the English section it is 18 out of a possible 36 points.

Math Findings

- A. **Math Techbook** schools have a **9-point** statistically significant advantage over non-DE schools in the **EOC Math I** assessment.
- B. An **additional 5.5%** of students in **DE partner schools** meet the state’s benchmark in the **ACT Math** section.
- C. **DE partner schools** perform particularly well throughout with a **statistically significant advantage** (over non-DE partners) in **EOC Math I, EOG Math for grades 3, 4, 5 and 6**, as well as in the **ACT Math** section.
- D. African-American/Black student subgroup:
  - **Math Techbook** schools have a **10-point** statistically significant advantage over non-DE schools in the **EOC Math I** assessment.
  - An **additional 6.6%** of African-American/Black students in **DE schools** achieve proficiency in the **EOC Math I** course.

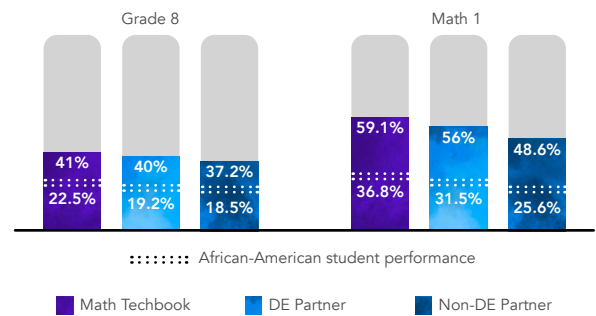


## College and Career Ready

- A. **Math Techbook** schools have a **10.5-point** statistically significant advantage over non-DE schools in the **EOC Math I** assessment.
- B. DE partner schools perform particularly well throughout with statistically significant differences (over non-DE partners) in **EOC Math I, EOG Math for grades 3, 4, 5, 6 and 8**, as well as in the **ACT Math** section.
- C. An **additional 5.5%** of students in **DE partner schools** meet the state's benchmark in the **ACT Math** section compared to students in non-DE schools.
- D. **DE partner schools** have about a **5-point** advantage over non-DE partner schools in terms of college and career ready compliance in **grades 3, 4, and 5**.
- E. African-American/Black student subgroup:
  - **Math Techbook** schools have an **11-point** statistically significant advantage over non-DE schools in the **EOC Math I** assessment.
  - **3-4 point** statistically significant advantage for **Math Techbook** schools in **EOG Math grades 7 and 8**.

## COLLEGE & CAREER READINESS RESULTS

% of students who met the state's CCR benchmark (2016-2017)



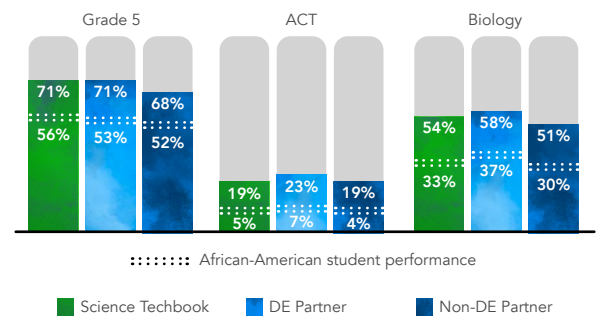
## Science Findings

### Grade Level Proficiency

- A. An **additional 4.3%** of students in **DE partner schools** meet the state's benchmark in the **ACT Science** section compared to students in non-DE schools.
- B. **DE schools** have a **6.7 point** advantage in **EOC Biology**.
- C. **Science Techbook** schools have a **3 point** advantage in **EOG Science Grade 5**.
- D. African-American/Black Student subgroup:
  - **Science Techbook** schools have a **4-point** statistically significant advantage over non-DE schools in **EOG Science Grade 5**.
  - **DE schools** have a **6.8 point** advantage in **EOC Biology**.

## GRADE-LEVEL PROFICIENCY RESULTS

% of students who met the state's GLP benchmark (2016-2017)

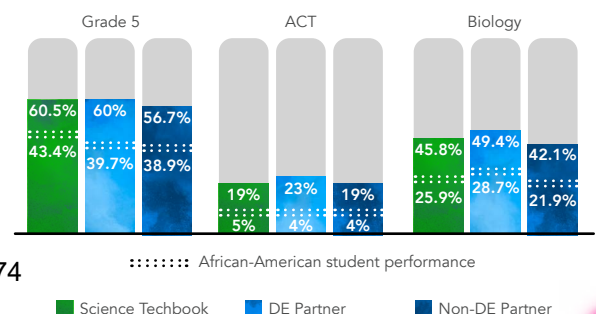


## College and Career Ready

- A. **DE schools** have a **7.3 point** advantage in **EOC Biology**.
- B. **Science Techbook** schools have a **2-4 point** advantage in **EOG Science for grades 5 and 8**.
- C. African-American/Black Student subgroup:
  - An **additional 6.8%** of African-American/Black students

## COLLEGE & CAREER READINESS RESULTS

% of students who met the state's CCR benchmark (2016-2017)



taking the **EOC Biology** assessment in **DE partner schools** meet the state's college and career ready benchmark compared to students in non-DE schools.

- **Science Techbook schools** have a **4-point** statistically significant advantage over non-DE schools in **EOC Biology and EOG Science Grade 5**.

## Reading/ELA Findings

### Grade Level Proficiency

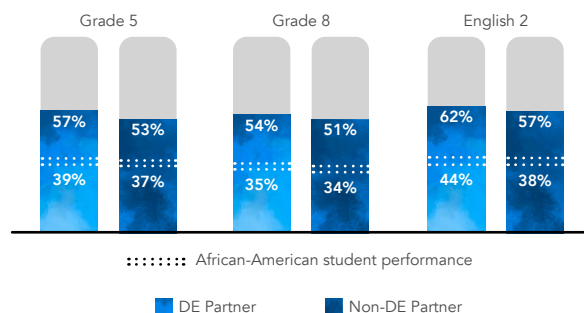
- DE schools** have a **5.4-point** statistically significant advantage over non-DE schools in the **EOC English 2** assessment.
- DE schools** have a **3-4 point** advantage in compliance with proficiency benchmarks, over their counterparts in Reading for grades 3 through 5.
- DE schools** are particularly strong in both the **ACT English** and **ACT Reading** sections with an **additional 5%** of students meeting the state's benchmarks.
- African-American/Black Student subgroup:**
  - **DE schools** have a **6.1-point** statistically significant advantage over non-DE schools in the **EOC English 2** assessment.
  - An **additional 5%** of **DE school** students met the state's benchmarks in both the **ACT English and ACT Reading** sections.

### College and Career Ready

- DE schools** have a **6.2-point** statistically significant advantage over non-DE schools in the **EOC English 2** assessment.
- DE schools** have a **3-5 point** advantage in compliance with college and career ready benchmarks over their counterparts in **Reading for grades 3 through 5**.
- African-American/Black Student subgroup:**
  - **DE schools** have a **5.9-point** statistically significant advantage over non-DE schools in the **EOC English 2** assessment.

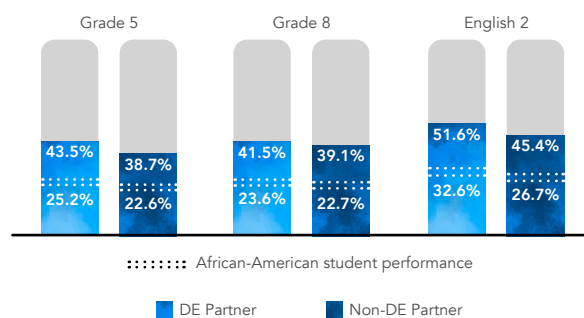
### GRADE-LEVEL PROFICIENCY RESULTS

% of students who met the state's GLP benchmark (2016-2017)



### GRADE-LEVEL PROFICIENCY RESULTS

% of students who met the state's CCR benchmark (2016-2017)



## Tab 6 - Service Approach, Implementation and Technical Requirements

- > In this tab, Offerors shall discuss in detail how their proposed solution meets each requirement of the Scope of Service of this RFP. Offerors shall provide specific details about their service approach. Offerors shall provide a detailed implementation plan.

### Discovery Education's Partner Success Team

Discovery Education's Partnerships Team will join with AnnMarie Oakley, Senior Manager - Education Partnerships to craft an implementation plan for Discovery Education's proposed digital curriculum resources and services. That team will manage the partnership with HCPS to monitor progress toward shared goals, collaboratively adjusting where needed, to support the success of the partnership efficiently and effectively throughout its lifetime. This includes pre- and post-program analysis and the reporting of qualitative and quantitative data.

### Implementation for Fall 2025

Discovery Education products are digital resources with advanced on-demand print and download functionality for offline use, which significantly reduces the burdens of implementation. Digital licenses can be activated within 24 hours of an executed contract and integrated through a variety of single sign-on and existing workflow options. Delivering HCPS contracted products in a timely manner is a streamlined and efficient task. Additional details are outlined in a sample work plan and draft schedule.

Sample Implementation Plan	
Stage 1: Align	
Identify key stakeholders within the district	<ul style="list-style-type: none"> <li>• District Launch Team (i.e. technical lead, Professional Development lead, curriculum lead, communications lead, etc.)</li> <li>• District Administrators</li> <li>• Principals/Site-based Leaders</li> <li>• Teachers</li> </ul>
Set high-level partnership goals	<ul style="list-style-type: none"> <li>• Document shared overall goals of partnership</li> <li>• How will success be measured?</li> <li>• What are the usage expectations?</li> <li>• What strategic initiatives are being supported?</li> </ul>
Stage 2: Equip	
Develop pre-launch communication plan	<ul style="list-style-type: none"> <li>• Messaging for Administrators, Teachers, parents, and students</li> <li>• Go multi-modal - website, e-mail, etc.</li> <li>• Generate excitement and anticipation</li> <li>• What's new?</li> <li>• Why Discovery Education?</li> <li>• How will they access the product?</li> </ul>
Establish technical integrations strategy	<ul style="list-style-type: none"> <li>• What single sign-on pathway best meets the needs of the district?</li> <li>• What LMS integrations should be considered for implementation?</li> <li>• How will all stakeholders, including district level personnel and administrators, be automatically updated within the system with appropriate levels of permissions?</li> </ul>

Build a robust product rollout plan	<ul style="list-style-type: none"> <li>• Set Professional Development timelines and content</li> <li>• Identify leads at each school who can communicate teacher and student access</li> <li>• Establish appropriate rollout timeline</li> <li>• Develop teacher and student's communication plan for access</li> <li>• Review logistics for delivery of any print and/or hands-on materials</li> <li>• Set fixed checkpoints to evaluate progress</li> </ul>
Confirm delivery of hands-on materials	<ul style="list-style-type: none"> <li>• Verify quantities needed by school</li> <li>• Verify delivery addresses and methods</li> <li>• Provide schools notification on delivery date</li> </ul>
Establish detailed, measurable goals	<ul style="list-style-type: none"> <li>• Define success metrics and corresponding levels for school usage</li> <li>• Define success metrics and corresponding levels for teacher usage</li> <li>• Define success metrics for student usage based on your deployment model (core v. supplemental, whole group v. 1:1, etc.)</li> </ul>
Set regular check-in points	<ul style="list-style-type: none"> <li>• Establish a regular time interval to review success with key stakeholders</li> <li>• Check-ins should focus on performance against goals, and strategies to elevate engaged users and drive adoption at low usage schools</li> <li>• More frequent check-ins at launch</li> <li>• Reviews should result in actionable next steps</li> </ul>
<b>Stage 3: Drive &amp; Advance</b>	
Communicate, communicate, communicate!	<ul style="list-style-type: none"> <li>• Ensure administrators understand how to support their teachers' adoption of new materials</li> <li>• Provide teachers with on-going support to drive engagement with Discovery Education resources</li> <li>• Provide teachers with opportunities to accelerate their effective implementation of resources and strategies to engage students</li> <li>• Document teacher outlets for questions and feedback – Discovery Education Support, school leads, district staff</li> </ul>
Evaluate success against goals and adjust course	<ul style="list-style-type: none"> <li>• Run detailed usage reports and analyze school and user performance against goals</li> <li>• Monitor and adjust implementation work collaboratively with the district leadership to ensure on-going success of partnership</li> <li>• Solicit qualitative feedback to generate areas in need of additional training or support</li> </ul>
Implement Professional Development Plan	<ul style="list-style-type: none"> <li>• Set goals for Professional Development sessions</li> <li>• Create Professional Development delivery calendar</li> <li>• Review logistics requirements for each session</li> <li>• Provide survey results and anecdotal feedback from Professional Development sessions to district leaders</li> <li>• Monitor and adjust Professional Development Plan collaboratively with the district to ensure on-going effectiveness of support</li> </ul>
Solicit product feedback to drive continuous improvement	<ul style="list-style-type: none"> <li>• Provide clear pathway for teachers and district leaders to provide on-going product feedback to drive continuous improvement</li> </ul>

- a. Provide detailed information about the Professional Development and training being offered. This shall include whether it is virtual or in person, how many may attend and the number of hours being offered.

### Transferring Theory to Practice

Discovery Education professional learning solutions give teachers time to focus on connecting with students, supporting retention and rekindling spirited teaching. Embedded supports nurture educators' curiosity and instill confidence in implementation. Reviewers are welcome to return to [Tab 2 – Statement of the Scope, G. Professional Development/Training](#) for an overview of the professional development resources available to support the use of Discovery Education products.

### Sample Implementation and Professional Development Timeline

Please note exact timing, PD quantities, and details to be decided collaboratively between HCPS and Discovery Education, to best meet the needs of students and teachers.

Sample Implementation Timeline	
Spring 2025	<ul style="list-style-type: none"> <li>HCPS executes contract with Discovery Education for the proposed resources and services.</li> </ul>
Spring 2025	<ul style="list-style-type: none"> <li>Proposed resource license activation*</li> <li>Physical delivery logistics of kits are determined.</li> </ul> <p><i>*Licenses are activated within 24 hours of an executed contract.</i></p>
Spring 2025	<ul style="list-style-type: none"> <li>Teachers have access to on-demand Professional Development resources, including video tutorials, modules, step-by-step guides, webinars, and access to "Spotlight on Strategies," and Discovery Educator Network (The DEN).</li> </ul>
Summer 2025	<ul style="list-style-type: none"> <li>Level 100 Virtual Hourly Sessions: up to 25 participants per session (in-person) or up to 50 participants (virtual).</li> </ul>
Fall 2025	<ul style="list-style-type: none"> <li>Level 200 Virtual Hourly Sessions: up to 25 participants per session (in-person) or up to 50 participants (virtual).</li> </ul>
Winter 2025-26	<ul style="list-style-type: none"> <li>Level 300 Virtual Hourly Sessions: up to 25 participants per session (in-person) or up to 50 participants (virtual).</li> </ul>
On-Going	<ul style="list-style-type: none"> <li>Additional Virtual Professional Development (as-needed) and on-demand Professional Development opportunities.</li> </ul>



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**b. Describe in detail the proposed data exchange solution.**

Discovery Education offers multiple user management options to simplify student and teacher access to Discovery Education products. These include CSV imports, single sign-on authentication, and learning management system integrations. Reviewers are invited to learn more about simple, safe access methods and integration into classroom workflows: [Classroom Technology Integrations | Discovery Education](#). User management options may be reviewed for the best fit: [Integrations & Access](#).

**Data Syncing Management**

- [Google Technical Requirements](#)
- [Clever Secure Sync \(SSO and Rostering\)](#)
- [PowerSchool AutoSend for Discovery Education](#)

**Account Creation**

- [Bulk Import Teachers, Students, and Classes](#)
- [Manually Create Accounts & Classes](#)

**Account Management**

User account management for Discovery Education products occurs via automated import, using OneRoster CSV and Secure FTP. The rostering process automatically handles:

- name changes
- school/location transfers
- identification of teachers and students in multiple schools
- management of student, teacher, and site-based and district administrator roles.

Provisioning and updating users and classes via OneRoster REST APIs is also possible through Discovery Education's OneRoster app in ClassLink. This process is outlined: <https://usermanagement.discoveryeducation.com/resource/classlink/>

Discovery Education offers Districts automated:

- data syncing management
- streamlined export of rosters, assessment data, class data, and teacher accounts.

PowerSchool's AutoSend feature exports the SIS data into CSV files and posts them to Discovery Education's SFTP server. Additional export and automation capabilities may be reviewed: [CSV Imports - Discovery Education Help Center](#).



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- c. Discuss the limitations the proposed solution has such as the number of teachers for a class and the number of schools associated with teachers and students.**

No limitations. Discovery Education offers co-teacher functionality for co-management of classes. Users can set up multi-school access via Discovery Education's My Admin site. Teachers who act as "co-teachers" may be added to a digital class with a primary teacher.

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**d. Provide a detailed description of the implementation and support the solution has for LTI version 1.1 ® or higher certified as a Tool Provider (TP) with our LMS Solution (Schoology).**

Access Discovery Education within Schoology as well as embed resources in assignments and materials to keep all of your learning in a single place for students.

Discovery Education's integrated LTI & LMS offer a Single Sign-On solution for teachers to access, assign, and grade cross-curricular content and ready-to-use lessons without leaving Schoology. Discovery Education currently meets IMS Global Learning Tool Interoperability (LTI) 1.3.

Reviewers are welcome to access [Schoology & Discovery Education - Discovery Education Help Center](#) for a more detail look at the Schoology and Discovery Education.

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- e. If the system is available to be hosted on premises, the offeror shall describe:
- i. Detailed system architecture including hardware needed for redundancy and scalability
  - ii. Detailed specifications for required and recommended hardware.
  - iii. Specifications for operating system platform and version for all hardware
  - iv. Specifications for network configuration to support the solution.
  - v. Network Bandwidth requirements and provide a per-user bandwidth usage specification of the software product.
  - vi. Any product-dependent database must be a centralized and non-disbursed model to ensure continuity of data.
  - vii. Recommendations for a comprehensive backup solution (system and application data), including whether the solution has a built-in backup system and how the system handles the backup of open files.
  - viii. Recommendations for protecting against system and application data loss
  - ix. Detailed information related to disaster recovery capabilities and processes
  - x. Recommendations for preventing single points of failure which could make the system inaccessible.
  - xi. The types and levels of technical support available.
  - xii. Procedures for remote support of self-hosted servers
  - xiii. The process, frequency, and communication protocol for system updates
  - xiv. Detailed information about potential software incompatibilities including virus protection and other system software or utilities.
  - xv. Additional hardware required for basic or advanced functionality. Any tools available to measure system responsiveness.

Not applicable, Discovery Education is a web-based service delivered via the internet (SaaS model) from the Cloud. There is no local installation, expense, or maintenance of servers or software.

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

Discovery Education hosts services on Amazon Web Services (AWS) and does not control a separate data center. Discovery Education first partnered with AWS in 2021.

The core functionality of Discovery Education digital products will be available 24/7, 99.9% of the time on a monthly basis, except for scheduled maintenance windows and interruptions outside of Discovery Education's control. Discovery Education can provide seven days' notice for any planned service outage, unless an emergency situation necessitates a break from this protocol. Planned service outages or scheduled maintenance occur in the evenings or weekends to minimize the impact that it will have on customers.

- ii. **Specific 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.**

Discovery Education employs redundant and geographically diverse cloud hosting facilities to ensure up time. Discovery Education utilizes load balancers that can prevent and mitigate denial-of-service attacks. Discovery Education also keeps patches up to date for denial-of-service vulnerabilities.

- iii. **Specific security measures are in place to ensure that district data is secure during both storage and transit.**

The entire database is stored using Microsoft's TDE (Transparent Data Encryption) using AES 256 Bit Encryption. All data at rest in databases is encrypted with AES-256, which meets the stated FIPS 140-2 requirements. Keys are managed through industry and platform standard key management mechanisms (Microsoft TDE).

The supported ciphers are restricted to the smallest possible subset necessary to support modern browsers, and the overall implementation is graded as A, using online tools such as Secure Socket Layer (SSL) Labs (Qualys).

- iv. **SOC (Security Operations Center) 2 compliance status (certification documentation should be provided)**

Discovery Education has attained the SOC 2 Type 2 certification. The certification documentation can be found at [Discovery Education Assurance Profile](#).

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

Discovery Education is committed to a fully operational Disaster Recovery and Business Continuity Plan that involves a daily backup, copy and restoration of data. This assures complete disaster recovery and business continuity for all offices and operation centers to maintain access to Discovery Education's product portfolio. The Disaster Recovery Plan guides management and technical staff in the recovery of infrastructure and products in the event a disaster renders part of facilities inoperable. Products are hosted in the cloud with multiple availability zones to minimize the impact of a disaster.

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

Discovery Education videos utilize ~256 kilobits per second for each video streamed at the standard bitrate (2 megabytes for a minute).

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

All Discovery Education services allow for delegated administration of users through role-based authentication. Discovery Education services consist of an admin interface that is web-browser based with HTTPS enabled, which allows for remote management. Discovery Education services utilize management of account permissions using a role-based hierarchy (account/district administrator, school/site administrator, teacher, and student roles). Discovery Education services offer unique administrative, teacher, and student views. Each of these views provide access to the content and resources appropriate for the role assigned by the administrator. The user roles are provided in summary:

- Account/District Administrators access teachers, students, and classes across the district. In this role, the Administrator has the capability to log into any web supported browser and use authorizations to manage users and content district wide.
- Site/School Administrators may create and maintain user accounts and add/update classes for their school via the bulk upload tool.
- Teachers have the capability to log into any web supported browser and use authorizations to manage users and content within their classes.
- Students have the capability to log into any web supported browser and use authorizations to access content assigned by their teacher and safely search for content of interest.

- viii. **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.**

The core functionality of Discovery Education digital products will be available 24/7, 99.9% of the time on a monthly basis, except for scheduled maintenance windows and interruptions outside of Discovery Education's control. Discovery Education can provide seven days' notice for any planned service outage, unless an emergency necessitates a break from this protocol. Planned service outages or scheduled maintenance occur in the evenings or weekends to minimize the impact that it will have on customers. Discovery Education employs redundant and geographically diverse cloud hosting facilities to ensure up time.

- ix. **Discovery Education uses an in-app product notification to communicate scheduled outages and users can stay updated on the status, if one occurs. Users can call, email, or use the Discovery Education's chat feature to share interruptions in service or the inability to login. Discovery Education provides the user with a notification that the respective issue is being worked on and when it is resolved.**

Discovery Education uses an in-app product notification to communicate scheduled outages and users can stay updated on the status, if one occurs. Users can call, email, or use the Discovery Education's chat feature to share interruptions in service or the inability to login. Discovery Education provides the user with a notification that the respective issue is being worked on and when it is resolved.

- x. **Any tools available to measure system responsiveness.**

### Insights Dashboard

The Discovery Education Insights Dashboard is accessible to partners to measure success, monitor usage, and make actionable decisions for what works best for educators and students. The Insights Dashboard is intended to provide an easily accessible window into how Discovery Education services are being used within a district, enabling selected administrators to view and analyze consistent and accurate usage data. At each level there is an overview, as well as individual reports for each Discovery Education product within the account.

Within the Insights Dashboard, users have access to three reports:

1. Account Overview
2. Account Resource Usage
3. Assessment Interactions.

These reports contain information to better understand and gain insight into how users in an account(s) are interacting with their licensed Discovery Education products. Each report provides the option to filter and drill down to gain valuable information to best support account(s) with the implementation of Discovery Education.

The types of reports and analytics include:

- total students, total teachers, and licensed schools
- total users by school
- days of teaching and learning
- total resources

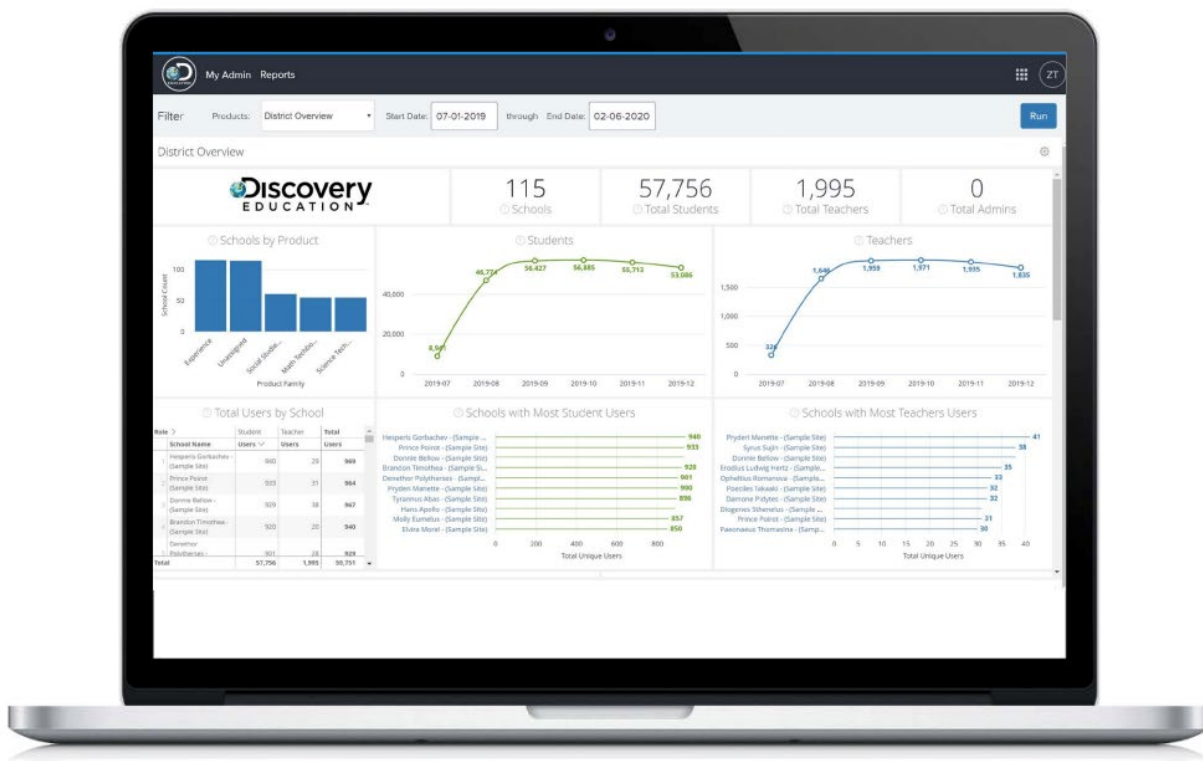
- total interactions by grade and by subject
- interactions by resource type
- professional development participants

Administrators can adjust the filters to populate the reports with the data they are interested in viewing. There are three selections:

1. Product
2. Start Date
3. End Date

There are many opportunities to drill down into data by manually hovering or clicking on data to interact with it or to find more information on that data point.

District administrators have access to the district-level reports; and both district and site administrators have access to the school-level reports. The Account Overview Reports includes tiles showing number of schools using each product, number of students and teacher users by month and by school, usage by resource type and download status, and asset usage by school. Reviewers are welcome to access the [Quick Start Guide to Insights Dashboards](#).



## Insights Dashboard: District Overview



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

There is no user limit for the system. Our cloud-based solutions scale with demand, and customers can access their data as long as they have a valid subscription.

- xii. Details about how visitor operations and student check-in/check-out can continue if there is an internet or system outage. The proposed solution shall be deployed on servers and equipment hosted or administered by the Successful solution on a 3rd party, such as Amazon or Azure, is acceptable.**

The core functionality of the Discovery Education digital products will be available 24/7, 99.9% of the time on a monthly basis, except for scheduled maintenance windows and interruptions outside of Discovery Education's control. Discovery Education can provide seven days notice for any planned service outage, unless an emergency situation necessitates a break from this protocol. Planned service outages or scheduled maintenance occurs in the evenings or weekends to minimize the impact that it will have on customers. Discovery Education employs redundant and geographically diverse cloud hosting facilities to ensure up time.

Discovery Education uses an in-app product notification to communicate scheduled outages and users can stay updated on the status, if one occurs. Users can call, email, or use the Discovery Education's chat feature to share interruptions in service or the inability to login. Discovery Education provides the user a notification that the respective issue is being worked on and when it is resolved.

- xiii. 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 needed.**

Discovery Education products and services are delivered via the internet (SaaS model) There is no local installation, expense, or maintenance of servers or software as they are hosted from the Cloud.

### Documentation

- Virginia Science Experience, Grades K-12: <https://help.discoveryeducation.com/hc/en-us/categories/360004388274-Science-Techbook>
- Social Studies Techbook: <https://help.discoveryeducation.com/hc/en-us/categories/360004508474-Social-Studies-Techbook>
- Mystery Science: <https://support.mysteryscience.com/hc/en-us>
- Pivot Interactives: <https://help.pivotinteractives.com/en/>
- Discovery Education Experience: <https://help.discoveryeducation.com/hc/en-us/categories/360004388254-Discovery-Education>
- DreamBox Math: <https://dreamboxlearning.zendesk.com/hc/en-us>

## Tab 7 - Generative AI

- > In this tab, Offerors shall provide specific details outlined below about any service currently utilizing or intending to use generative AI per the vendor's current roadmap, as a part of their platform or offered products, as applicable:
  - a. **Details of Integration** - Offerors must comprehensively describe how generative AI will be integrated into their solutions, outlining its intended purpose, functionality, and potential benefits for students and educators.
  - b. **Data Privacy and Security** - Offerors must furnish detailed information about the data privacy and security measures to safeguard student information. These measures must align with FERPA, COPPA, and CIPA requirements.
  - c. **Opt-out Mechanism** - Offerors must identify the opt-out mechanism within the available generative AI features.
  - d. **Data Retention Policy** - Offerors must present a well-defined data retention policy specifying the duration for which generative AI features will store student data and details regarding the deletion or anonymization process of data stored by the offeror.
  - e. **Privacy Impact Assessment** - Offerors must provide identified potential risks to student data privacy and steps in place to mitigate these risks.

Please see the attached Generative AI FAQs, which provide detailed responses to the questions outlined in this section, including integration details, data privacy and security measures, opt-out mechanisms, and data retention policies. If additional clarification is needed beyond the FAQ, we are happy to provide further information.

## **Generative AI Tools Accessible to Users: Key Compliance Information for Our Customers**

### **Overview**

Discovery Education is committed to the ethical and thoughtful use of AI in our products and services. Our approach to generative AI prioritizes supporting teachers, safeguarding data privacy and security, ensuring inclusivity, and delivering effective tools that Educators can trust. This document is intended to address common questions from our customers about how generative AI tools are integrated into our user-facing features. Specifically, it focuses on tools accessible to users of our products and our approach to ensuring their responsible use, data security, privacy and compliance with applicable regulations.

Generative AI refers to technology capable of creating new content, such as text or images, based on patterns learned from data. Our current generative AI tool suite (currently limited to the AI Assessment Generator) is designed exclusively for use by Educators to enhance and support their teaching efforts. Student-facing tools are not currently available. As we introduce new Generative AI tools in the future, we are committed to providing notice and information about these new functionalities.

Discovery Education recognizes that our customers are actively assessing their approach to use of AI, which is why we want to emphasize that districts have full control over whether these AI features are enabled. Additionally, Discovery Education provides clear instructions for responsible use. Our tools are also designed to comply with all relevant data privacy and security regulations.

This document outlines Discovery Education's current customer-facing product features that leverage generative AI. It explains how these tools function, what safeguards are in place, and how customers can manage access and use.

## **DISCOVERY EDUCATION EXPERIENCE**

### **AI Assessment Generator FAQ**

#### **1. Available in the following products:**

Discovery Education Experience (“Experience”)

#### **2. What does the AI Assessment Generator do?**

The AI Assessment Generator is a tool designed to help Educators efficiently create quizzes and assessments tailored to their classroom needs. Assessment questions are generated after a teacher or administrator selects content from Experience or provides their own selected content and applies settings (such as standards, reading level, and Bloom’s Taxonomy). The generated questions are text based with no AI imagery. All generated text can be edited except for the distractor rationales. Upon reviewing the generated assessment questions users may export these questions for use via various platforms such as Experience, Google Forms, Google Classrooms, QTI, or a printable format. The tool does not provide additional functionality such as grading or otherwise assessing students’ performance on the assessment. Additional information is available in its [Terms and Conditions](#).

#### **3. Can schools or districts opt out of using this tool?**

Yes, districts can disable the AI Assessment Generator if they choose.

#### **4. What technology powers the AI Assessment Generator?**

The tool uses generative AI technology to create assessment materials derived from the educator’s selected source materials. It is currently built using OpenAI’s models, which ensures high-quality content generation that is designed to understand educational standards, Bloom’s Taxonomy, and grade-appropriate content complexity. Discovery Education will continually monitor the quality of results and determine whether to upgrade to future versions of OpenAI’s models.

#### **5. What measures are in place to protect data privacy?**

The tool is designed to operate without requiring any personal information about students or teachers. Data privacy is a core principle of its design, ensuring compliance with relevant regulations such as FERPA and COPPA. The product is designed to prompt the user to select a learning goal for the assessment generated and explicitly instructs the user to refrain from using any personal information.

#### **6. Inputs into the Tool**

##### **a. What input is required from Educators?**

Educators will select content from Experience or their own materials and provide subject, grade level, or specific topic information to generate assessment questions. Educators are given clear instructions to avoid entering any personally identifiable student information when uploading their own materials while using the tool.

##### **b. How are teachers supported in using the tool responsibly?**

Teachers receive guidelines on the responsible use of the AI Assessment Generator. In addition to the Terms of Use, Educators receive pop-up messages which include a reminder to review the generated assessment prior to export.

**c. Do you use inputs to train the tool?**

Your inputs to the tool are not used by Discovery Education to train the model. Additionally, the platform does not save user inputs/prompts.

**7. Outputs of the Tool**

- a. What is generated by the AI Assessment Generator?** The tool creates customizable quizzes and assessment questions based solely on the input selected or provided by Educators. Content outputs are written content (not visual). Teachers are encouraged to review all outputs to ensure alignment with their curriculum and to check for accuracy and appropriateness. An account holder's assessments (including questions and answers) are saved for as long as the user account is maintained.
- b. How is bias or inaccuracy in AI-generated content addressed?** Educators are advised to carefully review all generated content before use. The tool is continuously monitored and updated to minimize bias or inaccuracies in outputs. We enable content moderation filters enabled by the tools, which provide an added check for filtering content, that could be deemed harmful, biased, discriminatory, or inappropriate.
- c. Is any data used to train or shared back with the LLM/AI model?**  
This Tool is closed instance, so data is not shared back with the model.
- d. If data is not shared or used to train the model, how is this confirmed?**  
The Tool is built on OpenAI models. Open AI allows users to opt-out of model training. Discovery Education has opted-out of model training.

## Tab 8 – Reporting and Monitoring

- > In this tab, Offerors shall discuss their reporting engine for tracking usage and progress. Provide samples and/or descriptions of reports that would be included as part of the proposed solution.

### Insights Dashboard

The Discovery Education Insights Dashboard is accessible to partners to measure success, monitor usage, and make actionable decisions for what works best for educators and students. The Insights Dashboard is intended to provide an easily accessible window into how Discovery Education services are being used within a district, enabling selected administrators to view and analyze consistent and accurate usage data. At each level there is an overview, as well as individual reports for each Discovery Education product within the account.

Within the Insights Dashboard, users have access to three reports:

1. Account Overview
2. Account Resource Usage
3. Assessment Interactions.

These reports contain information to better understand and gain insight into how users in an account(s) are interacting with their licensed Discovery Education products. Each report provides the option to filter and drill down to gain valuable information to best support account(s) with the implementation of Discovery Education.

The types of reports and analytics include:

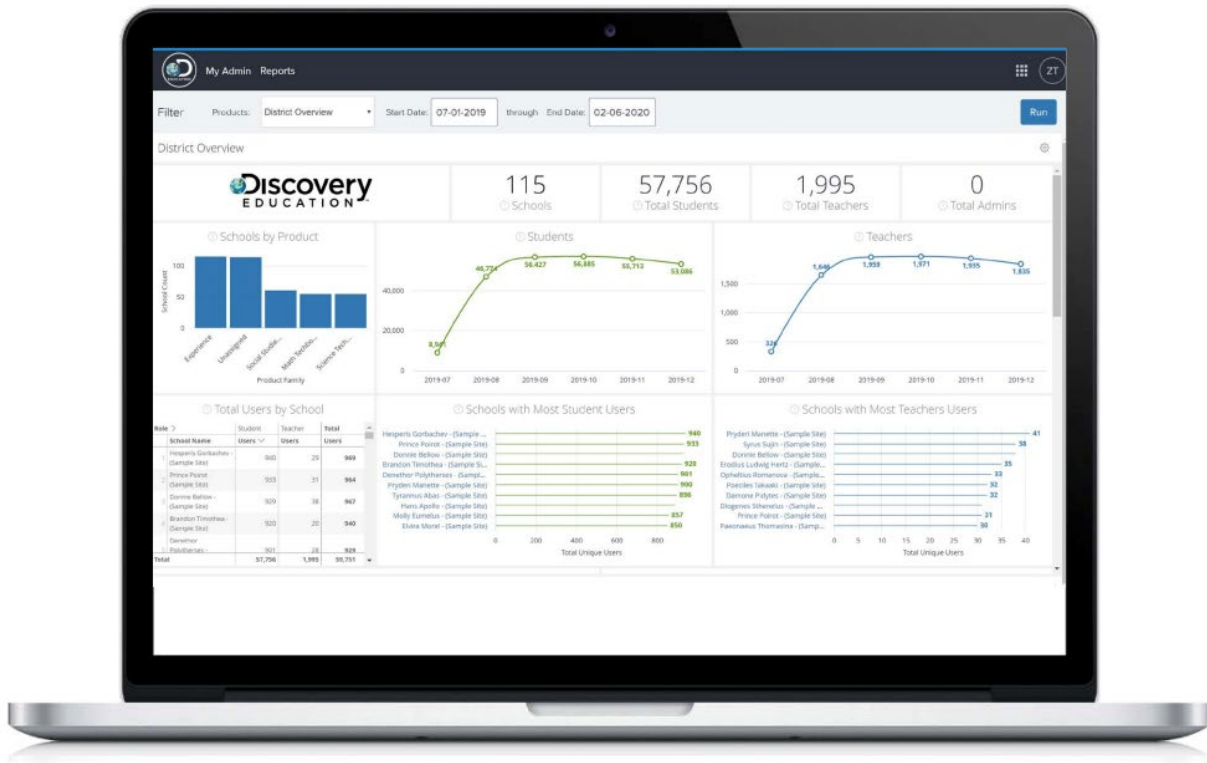
- total students, total teachers, and licensed schools
- total users by school
- days of teaching and learning
- total resources
- total interactions by grade and by subject
- interactions by resource type
- professional development participants

Administrators can adjust the filters to populate the reports with the data they are interested in viewing. There are three selections:

1. Product
2. Start Date
3. End Date

There are many opportunities to drill down into data by manually hovering or clicking on data to interact with it or to find more information on that data point.

District administrators have access to the district-level reports; and both district and site administrators have access to the school-level reports. The Account Overview Reports includes tiles showing number of schools using each product, number of students and teacher users by month and by school, usage by resource type and download status, and asset usage by school. Reviewers are welcome to access the [Quick Start Guide to Insights Dashboards](#).



Insights Dashboard: District Overview



## Tab 9 - References

- > In this tab, Offerors should include a minimum of three references from other school divisions in Virginia, or in other states, where the Offeror has provided services similar to services being solicited in this RFP. The information provided should include a contact person's name, position, up to date telephone number and email address, the person's location, and the time period of the services performed. Offerors shall not use Henrico County Public Schools as a reference.

### References

The following partnerships have been outlined for review. Discovery Education partners with the school system's instructional leaders to provide instructional support, Professional Development, and effective implementation strategies to support all teachers and students in the community.

Chesterfield County Public Schools (VA)	
Contact Name	Deanna Moreau
Position	Math Supervisor
Email	<a href="mailto:deanna_moreau@ccpsnet.net">deanna_moreau@ccpsnet.net</a>
Contact Name	Ernest Longworth
Position	Chief of Technology Services
Phone Number	(804) 639-2751
Email	<a href="mailto:ernest_longworth@ccpsnet.net">ernest_longworth@ccpsnet.net</a>
Location	9900 Krause Road, Chesterfield, VA 23832
Time Period	2012-Present
Services Performed	Curricular resources and professional development services

Virginia Beach City Public Schools (VA)	
Contact Name	Nancye Flinn
Position	Science Coordinator
Phone Number	(757) 263-1070
Email	<a href="mailto:nancye.flinn@vbschools.com">nancye.flinn@vbschools.com</a>
Location	2512 George Mason Drive, Virginia Beach, VA 23456-0038
Time Period	2016-Present
Services Performed	Curricular resources and professional development services

Frederick County Public Schools (VA)	
Contact Name	Dominick Cavalier
Position	Social Studies Supervisor
Phone Number	(540) 662-3888
Email	<a href="mailto:cavalied@fcpsk12.net">cavalied@fcpsk12.net</a>
Location	1415 Amherst Street, Winchester, VA 22601
Time Period	2010-Present
Services Performed	Curricular resources and professional development services

Colonial Heights Public Schools (VA)	
Contact Name	Sherri DiNoia
Position	Instructional Specialist (Elementary Math)
Phone Number	(804) 524-3400
Email	<a href="mailto:sherri_dinoia@colonialhts.net">sherri_dinoia@colonialhts.net</a>
Location	512 Boulevard, Colonial Heights, VA 23834
Time Period	2012-Present
Services Performed	Curricular resources and professional development services

Stafford County Public Schools (VA)	
Contact Name	Kimberly Hayden
Position	Coordinator, Elementary Mathematics
Phone Number	(540) 658-6674
Email	<a href="mailto:haydenka@staffordschools.net">haydenka@staffordschools.net</a>
Location	31 Stafford Avenue, Stafford, VA 22554
Time Period	2012-Present
Services Performed	Curricular resources and professional development services

## Tab 10 - Pricing/Cost Proposal

- > In this tab, Offerors shall provide their itemized pricing model for all items requested in this RFP. On the separate Excel spreadsheet labeled "Pricing Scenario", Offerors shall provide pricing for District Pricing based on their pricing model being offered. Offerors must provide the methodology of how the price was calculated. A price sheet for each product line being offered must be filled out listing the grade level.

The Discovery Education Partnerships team is available to answer any questions regarding this cost proposal. HCPS may choose the combination of products and services that best meet the district's needs. Resources may be purchased independently or in combinations. Projected pricing is dependent on current enrollment and could change based off an increase or decrease in enrollment

### Discovery Education Virginia Science Experience (K-12)

Format	Deliverables	Price Unit	License Price	# of Students	Total Cost
Digital	<b>Digital license</b> includes access to all K-8 courses: <ul style="list-style-type: none"> <li>• Grade K</li> <li>• Grade 1</li> <li>• Grade 2</li> <li>• Grade 3</li> <li>• Grade 4</li> <li>• Grade 5</li> <li>• Grade 6</li> <li>• Grades 7-8 Life Science</li> <li>• Grades 7-8 Physical Science</li> </ul>	Student	1 Year: \$10	33,071	\$330,710
Digital	<b>Digital license</b> includes access to all courses: <ul style="list-style-type: none"> <li>• Biology</li> <li>• Chemistry</li> <li>• Earth &amp; Space Science</li> <li>• Physics</li> </ul>	Student	1 Year: \$11	15,386	\$169,246
<b>Total Cost for K-12 Implementation</b>					<b>\$499,956</b>

**Please Note:** Discovery Education Virginia Science Experience is powered by Discovery Education Experience.

### Discovery Education Social Studies Techbook (6-8)

Format	Deliverables	Price Unit	License Price	# of Sites	Total Cost
Digital	Digital licenses include access to all Social Studies Techbook (6-8) courses.	Site	1 Year: \$8,400	12	\$100,800

**Please Note:** Discovery Education Social Studies Techbook is powered by Discovery Education Experience.

### Mystery Science (K-5)

Format	Deliverables	Price Unit	License Price	# of Sites	Total Cost
Digital	Digital licenses include access to all K-5 units.	Site	1 Year: \$1,999 (Late Bird Price) Multi-Year: \$1,495	46	\$91,954

Deliverables	Price	Offer Timeline
List	\$2,099 per site	Sep 1 - Dec 31
Late Bird	\$1,999 per site	May 1 - Aug 31
Early Bird	\$1,650 per site	Jan 1 - April 30
Multi-Year	\$1,495 per site, per year	

### Optional Add-On: Mystery Packs (Hands-On Science Kits)

Grade Set	Deliverables	Price Unit	Price
Grades K-1	<ul style="list-style-type: none"> <li>Mystery Packs contain pre-packaged sets of household items to enhance each unit.</li> </ul>	Per pack (supplies for up to 30 students)	\$355
Grades 2-5			\$495

### Pivot Interactives for Grades 6-12

Format	Deliverables	Price Unit	License Price	# of Students	Total Cost
Digital	1 digital license per 6-12 student	Student	1 Year: \$5.50*	26,293	\$144,611.50

\*Pivot Interactives has a minimum order quantity requirement of 30 licenses.

### Discovery Education Experience (K-12)

Format	Deliverables	Price Unit	License Price	# of Sites	Total Cost
Digital	Digital licenses include access to the K-12 all-subject area supplemental platform	Site	1 Year: \$2,500	74	\$185,000

**Please Note:** Discovery Education Experience is included with the purchase of Virginia Science Experience and Social Studies Techbook.

### DreamBox Math (K-8)

Format	Deliverables	Price Unit	License Price	# of Students	Total Cost
Digital	Digital licenses include access to the K-8 mathematics supplemental platform	Student	1 Year: \$38	33,071	\$1,256,698

**Please Note:** DreamBox Learning products have a minimum order of \$2,500 per product.

### Optional Discovery Education Professional Development Services

Professional Development	# of Hours	Price
Hourly Professional Development Packages (Virtual)	4 hours	\$3,000
	12 hours	\$8,400
	36 hours	\$18,000
	52 hours	\$22,000
Professional Development Session (On-Site)	On-Site Session	\$3,750

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## Tab 11 - Exceptions

- > **In this tab, Offerors shall list any exceptions taken to the Scope of Services and General Terms and Conditions of this Request for Proposals. The County intends to make the RFP and the Successful Offeror's proposal a part of the contract between the parties, so Offerors should list any exceptions for purposes of negotiating the contract. Exceptions to any liability provisions contained in this Request for Proposals is not required to be submitted.**

Our legal team has reviewed the terms and conditions outlined in the bid document and has proposed and attached contract exceptions for review within the proposal submission. We have also attached our Standard Terms of Service. If any of our proposed exceptions are barriers to moving forward with an award, please do not hesitate to reach out to us so we can discuss specifics and make edits to reach consensus.

## Contract Exceptions to Henrico County Public Schools

### RFP 24-2795-12EMF - Digital Content Solutions for K-12

Submitted by Discovery Education, Inc.

To facilitate review, the sections for which provisions Discovery Education, Inc. ("Vendor") is requesting contract exceptions (in red) are set forth in their entirety below. The underlined language represents language to be added to the provision. The ~~stricken~~ language represents language to be deleted from the provision.

**Vendor's acceptance of award is conditioned upon acceptance of Vendor's Contract Exceptions and Vendor's Terms of Service attached hereto and incorporated herein.**

Section	Contract Exception
<b>V. GENERAL CONTRACT TERMS AND CONDITIONS</b>	
<b>A. Annual Appropriations</b>	The contract resulting from this procurement ("Contract") shall be subject to annual appropriations by the Henrico County Board of Supervisors. Should the Board fail to appropriate funds for this Contract, the Contract shall be terminated when existing funds are exhausted. The Successful Offeror ("Successful Offeror" or "Contractor") shall not be entitled to seek redress from the County or its elected officials, officers, agents, employees, or volunteers should the Board of Supervisors fail to make annual appropriations for the Contract. <u>The County will notify the Contractor of such insufficient funds 30 days prior to the start of any fiscal year.</u>
<b>D. Compensation</b>	The Successful Offeror must submit a complete itemized invoice for services that are performed under the Contract. The Successful Offeror must include a unique identifying invoice number on each invoice. The County shall pay the Successful Offeror for satisfactory compliance with the Contract within <del>forty five (45)</del> <u>30</u> days after receipt of a proper invoice.
<b>F. Termination by County</b>	1. The County may terminate the Contract for cause <del>or for convenience</del> .  <b>Comment: Offeror cannot agree to Termination for Convenience due to the number of resources that would need to be allocated in advance to ensure we can provide the services required under the scope of this contract.</b>
<b>F. Termination by County 2. Termination for Cause</b>	a. If the Successful Offeror fails to <u>materially</u> perform the Contract, in whole or in part, the County shall give the Successful Offeror written notice of the default and the opportunity to cure it <u>by a stated deadline of at least 30 days</u> .
<b>F. Termination by County 2. Termination for Cause</b>	d. An equitable adjustment in the Contract price shall be made for unpaid services satisfactorily rendered and goods satisfactorily delivered before the date the Successful Offeror receives the notice of termination <del>minus the County's cost to complete the Successful Offeror's work</del> . The Successful Offeror shall not be entitled to payment for services rendered or goods delivered after the date the Successful Offeror receives the notice of termination or for reimbursement of any cost the Successful Offeror incurs after the date the Successful Offeror receives the notice of termination. <del>If the County's cost to complete the Successful Offeror's work exceeds the unpaid balance due to the Successful Offeror, the County will not owe the Successful Offeror any money; instead, the Successful Offeror shall pay to the County the difference between the unpaid balance due and the County's cost to complete the work</del>
<b>F. Termination by County 2. Termination for Cause</b>	<del>f. If the Successful Offeror receives two notices of default, the County shall not be obligated to give the Successful Offeror the opportunity to cure any subsequent defaults but may terminate the contract in accordance with this section.</del>
<b>F. Termination by County 3. Termination for Convenience</b>	<del>a. The County may terminate the Contract, in whole or in part, whenever the Purchasing Director determines that such termination is in the County's best interest.  b. The County must give the Successful Offeror written notice of a termination for convenience. The notice must specify the extent to which the Contract is terminated and the effective termination date. The effective termination date shall be at least seven calendar days after the date the County issues the notice of termination for convenience.  e. An equitable adjustment in the Contract price shall be made for unpaid services satisfactorily rendered and goods satisfactorily delivered before the date the Successful Offeror receives the notice of termination. The Successful Offeror shall not be entitled to payment for services rendered or goods delivered after the date the Successful Offeror receives the notice of termination, and the Successful Offeror shall not be entitled to payment for any costs it incurs after the date it receives</del>



Section	Contract Exception
	<p><del>the notice of termination.</del></p> <p><del>d. Unless the County's notice specifies otherwise, the Successful Offeror must stop work on the date it receives the notice of termination.</del></p> <p><del>e. Unless the parties expressly agree otherwise, the County may transmit notices of termination for convenience by email, USPS First Class Mail®, or courier or overnight delivery service. The Successful Offeror shall be deemed to be in receipt of any notice emailed on the day the County sends it. The Successful Offeror shall be deemed to be in receipt of any notice sent by USPS First Class Mail® three business days after the date shown in the postmark. The Successful Offeror shall be deemed to be in receipt of any notice the County sends by courier or overnight delivery service on the date of delivery as confirmed by the courier or overnight delivery service.</del></p>
<b>G. Drug-Free Workplace to be Maintained by the Contractor (VA. Code §2.2-4312)</b>	<p>1. During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000 <u>entered into specifically to fulfill Contractor's performance under this Agreement</u>, so that the provisions will be binding upon each subcontractor or vendor.</p>
<b>H. Employment Discrimination by Contractor Prohibited</b>	<p>2. The Contractor will include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 <u>entered into specifically to fulfill Contractor's performance under this Agreement</u>, so that the provisions will be binding upon each subcontractor or vendor.</p>
<b>M. Assignment of Contract</b>	<p>A contract shall not be assignable by the Successful Offeror in whole or in part without the written consent of the County, <u>provided however that Offeror may assign any or all rights and obligations contained herein without requiring consent, notice or other restriction to a subsidiary, parent company or a corporate affiliate under the same ownership and control as Seller or to an entity that acquires substantially all of its stock, assets, or business in the event of a sale or transfer of substantially all of its assets, merger, or change of control.</u></p>
<b>N. Indemnification</b>	<p>The Successful Offeror agrees to indemnify, defend, and hold harmless the County (including Henrico County Public Schools), and the County's officers, agents, and employees ("Indemnified Parties") from any <u>third party</u> damages, liabilities, and costs, including <u>reasonable</u> attorneys' fees, arising from any claims, demands, actions, or proceedings made or brought against one or more of the Indemnified Parties by any person, including any employee of the Successful Offeror, related to the provision of any services, the failure to provide any services, or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the sole negligence of the County.</p>
<b>R. Ownership of Deliverable and Related Products</b>	<p>1. The County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated <u>specifically and exclusively for the County</u> during the completion of this project ("<u>Work Product</u>"), including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights <u>as it pertains to Work Product</u>, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County. <u>For the sake of clarity, "Work Product" shall not include "Contractor Intellectual Property."</u> Contractor Intellectual Property shall mean Contractor's underlying, pre-existing or other proprietary content, methodology, audio/visual materials, data, processes, text, print, images, writings, ideas, any educational video, interactive, web-based, print, audio, or still image media; any curricular guides, lesson plans, teacher guidance, or administrative tools; any underlying software, hardware, coding, or other technological programs or applications used to run, host, or maintain Contractor's services; or any other trade secrets, trademark, artwork, logos, brands, symbols, or copyrights materials that are proprietary to Contractor.</p>
<b>S. Record Retention and Audits</b>	<p>1. The Successful Offeror shall retain, during the performance of the Contract and for a period of five years from the completion of the Contract, all records <u>directly and</u></p>

Section	Contract Exception
	<p><u>specifically</u> pertaining to the Successful Offeror's proposal and any Contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Successful Offeror's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; Contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the County <del>on demand and without advance notice during the Successful Offeror's normal working hours upon written request, and upon the execution of an appropriate confidentiality agreement, during the hours of the normal workday at the Contractor's principal place of business and no more than once per year.</del></p> <p>2. County personnel may perform in-progress and post-audits of the Successful Offeror's records as a result of a Contract awarded pursuant to this Request for Proposals. Files would be available <del>upon written request, and upon the execution of an appropriate confidentiality agreement, during the hours of the normal workday at the Contractor's principal place of business and no more than once per year on demand and without notice during normal working hours.</del></p>
V. Subcontracts	<p>No portion of the work shall be subcontracted without prior written consent of the County <del>other than individual independent contractors ("Professional Development Specialists") hired by the Contractor on a routine basis and directly managed, supervised, vetted, interviewed and provided with the standard level background check.</del> In the event that the Successful Offeror desires to subcontract some part of the work specified in the contract, the Successful Offeror shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Successful Offeror shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract.</p>
DD. Contract Period	<p>2. The contract may be renewed for 4 additional one-year periods upon the sole discretion of the County <del>at a price not to exceed 3% above the previous year's prices unless written approval is given by the Purchasing Director.</del></p>
HH. Direct Contact with Students Certification	<p>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, <del>uncontrolled, and unsupervised</del> contact with students on school property during regular school hours or during school-sponsored activities, the contractor shall provide certification of whether any individual who will provide such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense; or any crime of moral turpitude.</p> <p>Any individual making a materially false statement regarding any such offense is guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction is grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. School boards shall not be liable for materially false statements regarding the certifications required by Va. Code § 22.1-296.1(E).</p>
KK. Cooperative Procurement	<p><del>This procurement is being conducted by the County in accordance with the provisions of Section 2.2-4304 of the Code of Virginia. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this Contract. The Contractor shall deal directly with any public body it authorizes to use the Contract. The County, its officials, and its employees are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public body, and in no event shall the County, its officials, or its employees be responsible for any costs, damages or injury resulting to any party from another public body's cooperative use of a County contract. The County assumes no responsibility for any notification of the availability of the Contract for use by other public</del></p>
<b>Attachment G: Sample Contract</b>	
CONTRACT TERM:	<p>The Contract term shall be for a period of [number] year[s] beginning [date] and ending [date]. [The County or HCPS] may renew the Contract for up to [number] [number]-year terms giving 30 days' written notice before the end of the term unless Contractor has given [the County or HCPS] written notice that it does not wish to renew at least <del>180</del> <u>90</u> days before the end of the term.</p>

Section	Contract Exception
<b>CONTRACT DOCUMENTS:</b>	<p>This Contract hereby incorporates by reference the documents listed below (the "Contract Documents") which shall control in the following descending order:</p> <ol style="list-style-type: none"> <li>1. This [Non-Professional or Professional] Services Contract between [the County or HCPS] and Contractor.</li> <li>2. The General Contract Terms and Conditions included in the Request for Proposals.</li> <li>3. The Negotiated Modifications (Exhibit [letter]).</li> <li>4. <del>The Contractor's Order Form.</del></li> <li>5. <del>The Contractor's Terms of Service</del></li> <li>4. 6. Contractor's Best and Final Offer dated [date] (Exhibit [letter]).</li> <li>5. 7. Contractor's Original Proposal dated [date] (Exhibit [letter]).</li> <li>6. 8. The Scope of Services included in the Request for Proposals.</li> </ol>
<b>ATTACHMENT H: LICENSE AGREEMENT ADDENDUM (SAMPLE)</b>	
<b>28. Termination by Supplier</b>	Permitting termination by Supplier of the Contract or the licenses granted pursuant to the Contract, or permitting suspension of services by Supplier, <del>except for non-payment of services,</del> or pursuant to an order from a court of competent jurisdiction;
<b>36. Transfer of contract</b>	<del>Prohibiting the County from transferring or assigning to any entity the Contract or any license to Software granted pursuant to the Contract;</del>
<b>40. Indemnity</b>	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 <del>third party</del> claims, damages, suits, actions, liabilities and costs <del>of any kind or nature,</del> including <u>reasonable</u> 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, <u>so long as such claim did not arise from the misuse of Contractor's content in violation of its standard terms of use, or use of the content together with any technology or methodology not provided by Contractor, by the School District, or any of its authorized users).</u>
<b>42. background check</b>	The County may require that Supplier personnel submit to a criminal background check <u>paid for by the county</u> prior to performance of any services under the Contract.
<b>Attachment I: Data Privacy Agreement</b>	
<b>ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS</b> <b>3. Separate Account</b>	Provider shall, at the request of the Division, transfer Student Generated Content to a separate student account when required by the Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities, <u>however, such transfer shall only apply to pupil-generated content that is severable from the service.</u>
<b>ARTICLE IV: DUTIES OF PROVIDER</b> <b>5) Disposition of Data</b>	Upon written request and in accordance with the applicable terms in subsections below, provider shall dispose or delete all division data obtained under this agreement when it is no longer needed for the purposes for which it was obtained. Disposition will include (1) the shredding of any hard copies of any Division data, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the service agreement authorizes provider to maintain Division data obtained under the service agreement beyond the time reasonably needed to complete the disposition. <u>Upon request,</u> <del>Pp</del> provider shall provide written notification when the division data has been disposed. The duty to dispose of Division data shall not extend to data that has been de-identified or placed in a separate student account, pursuant to the terms of the agreement. The division may employ a request for return or deletion of Division data form, a copy of which is attached hereto as exhibit D. Upon receipt of a request from the division, the provider will immediately provide the division with any specified portion of the division data within ten (10) calendar days of the receipt of said request.
<b>b) Complete Disposal upon Termination of Service Agreement</b>	Upon termination of the service agreement provider shall dispose or securely destroy all division data obtained under the service agreement. <del>Prior to disposal of the data, provider shall notify Division in writing of it option to transfer data to a separate account, pursuant to Article 2, Section 3, above. In new event shelters provider dispose of data pursuant to this provision unless and until provider has received affirmative written confirmation from Division that data will not be transferred to a separate account.</del>
<b>ARTICLE V: DATA PROVISIONS</b> <b>2. Unauthorized Access or Data Breach</b>	a. provide <u>immediate prompt</u> notification to Division upon verification of the incident and allow the Division or its authorized representatives to fully participate in the investigation of the incident.

Section	Contract Exception
	<p>g. the Provider shall indemnify and hold harmless the Division from and against any <u>reasonable third party</u> loss, claim, costs (including attorneys' fees) or damages <u>of any nature</u> arising from or in connection with the breach <u>in whole or in part</u> caused by the Provider or any of its officers, directors, employees, agents or representatives of the obligations of the Provider's or its Authorized Representatives under this provision or under a Confidentiality Agreement, as the case may be.</p>



## STANDARD TERMS OF SERVICE AND LICENSE DISCOVERY EDUCATION, INC.

These Standard Terms of Service and License (the “**Standard Terms**”) are applicable to any Order Form or Storefront Quote (each, an “**Order Form**”) issued by Discovery Education, Inc. (“**Discovery**”) to the Entity listed in the Order Form (“**Subscriber**”) to provide access to the products and services identified therein (the “**Services**”) and to Subscriber’s use of the Services. Each Order Form shall be deemed to be part of these Standard Terms and subject to the terms and conditions set forth herein. The Standard Terms also govern Subscriber’s use of the Services during a trial or pilot period (the “**Trial**”), to the extent applicable. The Standard Terms supersede all other prior and contemporaneous agreements, negotiations, communications, or understandings, oral or written, with respect to the subject matter hereof. In no event shall the terms and conditions of any other purchase order or agreement to amend or modify the terms and conditions of these Standard Terms.

### RIGHTS OF ACCESS AND USE

- 1.1. **Grant of License.** Subject to the terms and conditions set forth herein, Discovery grants to Subscriber, and its authorized educators, students (except in the case of the product known as “**Mystery Science**” and “**Mystery Writing**”) and administrators employed by Subscriber or enrolled in Subscriber’s program, as listed in the Order Form (the “**Users**”), for the term of the applicable Order Form, a limited, non-exclusive, non- sublicensable, non- transferable and revocable license to access the Service(s), which as of November 2023 may include DreamBox Learning Services, and any and all content included therein (the “**Content**”), and to download, stream, and edit the Content pursuant to the terms and conditions set forth in the Standard Terms. Discovery may, in its sole discretion, make changes to the Services and/or the Content. All rights not expressly granted to Subscriber and its Users pursuant to the Standard Terms are reserved to Discovery, and all uses of the Content by Subscriber and its Users not expressly permitted herein are prohibited.
- 1.2. **Access.** Discovery shall provide Subscriber access to the Services by the date identified in the Order Form. Access rights granted to Subscriber shall be limited to those access rights necessary to use the intended functionality of the Services. Discovery reserves the right to restrict or prevent access to activities or suspected activities that involve security breaches, hacking, distributed denial of service attacks, or uploading a virus, Trojan horse, time bomb, unauthorized application, or any other harmful form of programming or vandalism.
- 1.3. **Access to Career Connect.** If included in Subscriber’s Order Form, Subscriber’s educator Users may have access to Career Connect, which is a platform that enables educators to connect with volunteer speakers for virtual presentations. Career Connect is subject to additional user-specific Terms of Use, which govern the behavior and responsibilities of educators and volunteers on the platform. During the Term, Subscriber, at its sole discretion, may cause access to Career Connect to be enabled or disabled.
- 1.4. **Permitted and Prohibited Uses.**
  - a. **Use for Educational, Non-Commercial Purposes Only.** Subscriber and its Users may use the Service(s) and the Content for bona fide educational and research purposes only. For avoidance of doubt, Subscriber and its Users shall not use or access such Service(s) or Content for any commercial, for-profit, or non-instructional purposes, including but not limited to, user testing, product evaluation, or product reviews on behalf of non-Subscribers or third parties. Discovery reserves the right, in its sole and absolute discretion, to limit Subscriber’s and/or any Users’ use of the Service(s) in the event that Discovery, in its sole and absolute discretion, deems Subscriber’s and/or such Users’ use thereof to be inconsistent with these Standard Terms.
  - b. **Downloading of Content.** Users may download Content for noncommercial instructional use, including for lesson plans, copies of (i) images and (ii) videos and video clips designated on the website as downloadable. All copies must be deleted or erased after use or expiration of the Term, whichever occurs first. Such downloading shall be for individual User convenience only, and Users may not (1) systematically download any of the Content, (2) create distribution “libraries”, or (3) transfer, sell, rent, display, or exhibit any of the Content to any third party other than Users.
  - c. **Editing Content.** Users may edit videos and video clips that are designated on the Service(s) as editable, solely in connection with classroom or other school-related projects. Such videos and video clips, as edited by User, as well as any work containing User-edited

videos or video clips, may not contain any libelous or unlawful materials or content or any commercial advertising materials, will not infringe upon any party’s proprietary rights, including but not limited to statutory or common-law copyright, trademark and right of privacy, and may not violate any law, regulation or right of any kind whatsoever or give rise to any actionable claim or liability. Under no circumstances may a User convert the Content from digital to analog format, such as by recording a video clip onto a DVD. Violation of this Section 1.4(c) may constitute copyright infringement. User must maintain all copyright, trademark and proprietary notices included with, attached to or embedded in all editable videos and video clips without modification, obstruction or deletion. The Content may include certain ancillary educational materials, such as student activity sheets, blackline masters and teacher’s guides (“**Ancillary Materials**”). User may modify, alter and revise the Ancillary Materials to meet specific instructional needs, provided that the following statement is prominently displayed on all such revised Ancillary Materials, in addition to any other proprietary notices, and with the understanding that Discovery or its content provider shall continue to own the Ancillary Materials: “Revised with the permission of Discovery. Discovery and its content providers are not responsible for the content or accuracy of the revision.”

d. **Dissemination of Content.** In the course of using any Content as permitted hereunder, Subscriber and its Users may not make the Content, or any part thereof, available to any party who is not a Subscriber or a User, except as permitted herein. Subscriber and its Users must ensure that the Content is at all times kept on a secure server, viewable only by Subscribers and/or its Users. If Subscriber wishes to use a third party to host the Content, Subscriber shall notify Discovery, and Discovery shall have the right to approve the use of such host in advance, in writing, and to approve the terms of agreement between such host and Subscriber. Notwithstanding the foregoing, if Subscriber chooses to use a third party host, Discovery disclaims all liability to Subscriber in connection with such third party host, and Discovery shall have no responsibility to Subscriber or any User to ensure that such third party host maintains its service. In addition, any Subscriber or User using the Local Host support option must use the Service(s), rather than a local directory, to search for and access the Content.

e. **Prohibited Uses.** Except as expressly set forth herein, neither Subscriber nor the Users may (i) copy, reproduce, alter, modify, transmit, perform, create derivative works of, publish, sub-license, resell or allow resale through a third-party, distribute, or circulate the Service(s), the Content, or any portion thereof; (ii) disassemble, decompile, or reverse engineer the Service(s) or any portion thereof, or use a robot, spider, or any similar device to copy or catalog the Content or any portion thereof; (iii) take any actions, whether intentional or unintentional, that may circumvent, disable, damage or impair the Service(s)’s or the Content’s control or security systems, nor allow or assist a third party to do so; or (iv) use the Content in a manner that disparages the Service(s), the Content or Discovery or its content providers, or in any manner that Discovery may, in its sole discretion, deem inappropriate. Subscriber and the Users acknowledge and agree that the Service(s) and the Content possess a special, unique and extraordinary character that makes difficult the assessment of the monetary damages that would be sustained as a result of unauthorized use, and that unauthorized use may cause immediate and irreparable damage to Discovery for which Discovery would not have an adequate remedy at law. Therefore, Subscriber agrees that, in the event of such



unauthorized use, in addition to such other legal and equitable rights and remedies as may be available to Discovery, Discovery shall be entitled to seek injunctive and other equitable relief without the necessity of proving damages or furnishing a bond or other security.

f. **Credentials.** Each User shall have a valid username, password, passcode, and in certain circumstances, IP authentication, for the purpose of accessing the Service(s) and the Content (the “**Log-In Information**”). Subscriber and its Users must keep all Log-In Information strictly confidential, and all Log-In Information may be used only by the assigned User. Subscriber and its Users are responsible for maintaining the security and confidentiality of all Log-In Information, and for preventing access to the Service(s) and/or the Content by unauthorized persons using a User’s Log-In Information. Unauthorized access to or use of the Service(s) and/or the Content by someone using a User’s Log-In information may be attributed to such User and is prohibited by these Standard Terms. Subscriber acknowledges that Discovery may require access to Subscriber’s systems in order to perform single sign-on integration services to facilitate User access to the Service(s) and Content. Subscriber hereby grants to Discovery a limited license to access such systems.

g. **Join Activity via an Access Code.** Authorized educator Users may provide an alphanumeric access code or URL link generated by the Services to their student Users to join a lesson, activity, or assessment as an alternative to the student Users accessing a lesson, activity, or assessment via the student User’s Log-In Information. Subscriber and its authorized educator Users shall ensure all participants who access the lesson, activity, or assessment via the access Code or URL are authorized student Users. Subscriber and its authorized educator Users shall promptly remove any unauthorized participants from the lesson, activity, or assessment.

h. **Audits.** Discovery shall have the right to audit Subscriber and each User’s use of the Services at any time. Any such audit may include, but is not limited to, Discovery’s examination of the number of Users using the Services, details of log-in attempts and use of the Log-In Information. Subscriber shall be required to disclose to Discovery any information requested in connection with any such audit no later than two (2) business days following such request.

#### 1.5. **Subscriber Changes.**

a. **Licensed School Substitution.** In the event that Subscriber wishes to remove a Licensed School and replace it with another school, such that the total number of Licensed Schools under the respective Order Form is not affected, Subscriber may submit a written request to [DECommercialOpsTeam@Discoveryed.com](mailto:DECommercialOpsTeam@Discoveryed.com), setting forth (i) the name and address of the applicable school(s), (ii) the grade level of such school(s), (iii) the number of students enrolled in each school, if the Service includes student access, and (iv) the date the Subscriber wishes the substitution to take effect (each, a “**School Substitution Request**”). No School Substitution Request shall become effective until and unless Discovery formally approves such request via email or written notification to Subscriber. Any fees that result from such request shall be equal to the Fees, as assessed on a pro rata basis.

b. **Additional Licenses.** In the event that Subscriber wishes to add additional user licenses with respect to the Services to be provided under an Order Form (each, an “**Additional License**”), Subscriber may submit a written request to [DECommercialOpsTeam@Discoveryed.com](mailto:DECommercialOpsTeam@Discoveryed.com), setting forth (i) the amount of additional licenses and (ii) the date on which such licenses will be activated (each, an “**Additional License Request**”). No Additional License Request shall become effective until and unless Discovery submits to Subscriber an updated Order Form with the information contained in the Additional License Request and any changes to the Fees.

#### c. **District Add School Language**

If Subscriber is a school district, Subscriber may add schools in such district to this Agreement by written notice to Discovery, setting forth the name and address of the applicable school, the grade level of such schools, the number of students enrolled in each school, the commencement date of the term for such schools (each, a “**School Notice**,” and which may be submitted in the form of a purchase order). Upon receipt of a School Notice, the schools referenced therein shall be

added to this Agreement and their Licenses shall become effective. Fees for additional schools will be prorated, based upon the number of months in the term of the License for such additional school. The Fees for the additional schools shall be due and payable no later than thirty (30) days after the commencement date. Notwithstanding anything to the contrary set forth herein, the foregoing shall not apply to any Subscriber that is a school, rather than a district.

d. **Purchase Order.** DE may reject a purchase order in its sole and absolute discretion. Purchase orders accepted by Discovery Education are subject to and governed by these Standard Terms. Discovery shall only accept a purchase order if the Subscriber has agreed to these Standard Terms and the purchase order includes, but is not limited to, the following details: total Fees, product description, product quantity, and the Term. Discovery reserves the right to negotiate any legal terms listed in a purchase order.

## 2. **PROPRIETARY RIGHTS**

2.1. **Discovery Property.** As between Subscriber, the Users, and Discovery, the Service(s) and the Content are the property of Discovery and are protected by United States and international copyright and trademark law. By using the Service(s) and the Content, even as permitted hereunder, neither Subscriber nor any of its Users gain any ownership interest in the Service(s) or the Content.

2.2. **DMCA Notice and Takedown Policy.** It is our policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 (the “**DMCA**”), or similar regulations. If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Products and Services, please notify our copyright agent as set forth in the DMCA, or applicable regulation. For your complaint to be valid under the DMCA, it must contain all the elements provided in 17 USC §512(c)(3) and be submitted to the following DMCA Agent:

- Discovery Education, Inc.
- DMCA Notice, Legal Department
- 4350 Congress Street, Suite 700, Charlotte, NC 28209
- Email: [legal@discoveryed.com](mailto:legal@discoveryed.com)

## 3. **DATA PRIVACY AND SECURITY.**

3.1. When providing the Services (except in the case of the platform known as “**Career Connect**”), Discovery will process Personal Data or Personal Information, as such term is defined in the applicable Data Protection Addendum (the “**DPA**”) located at [www.discoveryeducation.com/Data-Protection-Addendum](http://www.discoveryeducation.com/Data-Protection-Addendum) or <https://www.discoveryeducation.com/legal/dpa/career-connect> in the case of providing Services for the platform known as Career Connect, in accordance with the provisions of the applicable DPA. The applicable DPA is hereby incorporated and made a part of these Standard Terms.

3.2. In engaging the Subscriber, Discovery will process information which identifies individuals acting on behalf of the Subscriber (including employees) including in connection with opening the account, maintaining the relationship and/or sending marketing materials. Discovery will process this personal data in accordance with applicable data protection laws and its applicable privacy policies.

3.3. **User Data Statewide Subscriptions.** This section applies to the extent the Subscriber is a state department of education (the “**State DOE**”) or similar entity that is subscribing to the Services (including Professional Development) for the benefit of schools and/or school districts within such state. or similar entity that is not a school or school district. Subscriber authorizes Discovery to disclose to the school and the school district with which the authorized Users of the Services are affiliated, reports of authorized Users’ engagement data, including but not limited to usage statistics of the Services, webinars and/or Professional Development by authorized Users.

3.4 Subscriber authorizes Discovery Education to use the de-identified data to ensure the availability and integrity of the operation of Discovery’s services. Furthermore, Subscriber permits Discovery Education to use de-identified and aggregate usage data of Discovery’s services for internal and external reporting, marketing (i.e., the inclusion of total number of Discovery Education Experience platform users in Discovery’s marketing materials), research and

development, and for other analytics, marketing, and research purposes.

#### 4. FEES AND TAXES

4.1. **Fees.** Subscriber shall pay Discovery the fees in the amounts specified in the Order Form (the “Fees”). Upon Subscriber’s acceptance of the Order Form, Subscriber shall submit to Discovery the executed Order Form and Discovery shall issue Subscriber an invoice for the applicable Fees. In the event that Subscriber elects to pay such Fees with a credit card, Discovery shall have the right to charge Subscriber a convenience fee. Subscriber shall pay the Fees within 30 days of Discovery’s invoice. Failure to pay the Fees in accordance with the Standard Terms shall constitute a material breach by Subscriber. The fees for any Renewal Term shall be at Discovery’s then current, applicable rates, as provided by Discovery and in accordance with applicable law. All fees paid by Subscriber are final and non-refundable.

4.2. **Taxes.** Subscriber certifies that Subscriber is exempt from all federal, state, and local taxes and will furnish Discovery with copies of all relevant certificates demonstrating such tax-exempt status upon request. In the event Subscriber is not exempt from certain of such taxes, Subscriber agrees to remit payment for such taxes to Discovery.

#### 5. TERM AND TERMINATION

5.1. **Term.** The term (“Initial Term”) is defined in the applicable Order Form referencing the Standard Terms. Thereafter and in accordance with applicable law, the Term shall automatically renew for additional periods in increments of the Initial Term (“Renewal Term(s)”, collectively with the Initial Term, the “Term”) until terminated by either party by giving written notice ninety (90) days prior to the expiration of any Renewal Term. The Fees for the Renewal Term shall be as set forth in Section 4.1 herein.

5.2. **Termination for Breach.** In the event that Subscriber or its Users breach any term of the Standard Terms, and such breach is not cured within 10 days after receipt of notice thereof from Discovery, Discovery may terminate the Order Form or Standard Terms in whole or in part immediately upon written notice to Subscriber.

5.3. **Termination for Bankruptcy.** Either party may terminate the Standard Terms immediately if any of the following events occur affecting the other party: (a) voluntary bankruptcy or application for bankruptcy; (b) involuntary bankruptcy or application for bankruptcy not discharged within 60 days; (c) appointment of receiver or trustee in bankruptcy for all or a portion of the other party’s assets; or (d) an assignment for the benefit of creditors.

5.4. **Termination due to Overlap.** Discovery may offer a pro-rated credit (the “Credit”) to Subscriber to purchase additional services offered by Discovery, if the following conditions are met: (i) Subscriber’s State DOE purchases Services for Subscriber that Subscriber has already purchased, (ii) there is an overlap in the Term of the Services purchased by the State DOE and the Subscriber’s Initial Term or renewal Term, and (iii) the State DOE Purchases an equal or greater number of licenses to the Licenses purchased by Subscriber. Discovery reserves the right to restrict the services for which a credit can be used, revoke the credit entirely, or add an expiration date for use of the credit by Subscriber.

5.5. **Effect of Termination.** Upon expiration or termination of the Standard Terms, all rights granted herein shall revert to Discovery; all access to and use of the Service(s) and the Content by Subscriber and its Users must cease; and all materials downloaded from the Service(s) by Subscriber or any Users must be erased, deleted, or destroyed.

5.6. **Additional Services.** In the event that Discovery and Subscriber agree that Subscriber may license any Services that are not listed on the applicable Order Form (each, an “Additional Service”), Subscriber shall submit a purchase order to Discovery

memorializing such agreement. Please refer to Section 1.5(d) for additional details regarding Purchase Orders. Subscriber’s use of and access to any such Additional Service shall be subject to all of the terms and conditions set forth in these Standard Terms.

#### 6. GENERAL WARRANTIES

6.1. **Discovery Warranties.** Discovery represents and warrants that it has full power and authority to enter into the Standard Terms.

6.2. **Subscriber Warranties.** Subscriber represents and warrants that (i) it has full power and authority to enter into the Standard Terms and has received all parental and other permissions required to permit Discovery to obtain and retain information (including personal information) from Users; (ii) only Subscriber or its Users shall access the Service(s) and the Content; (iii) Subscriber and its Users will at all times use the Service(s) and the Content only as expressly permitted by the Standard Terms; (iv) in the event that Subscriber requests that Discovery customize the Service(s) interface with Subscriber’s trade name, trademarks or logos, and/or digitize and/or encode and/or host any of Subscriber’s content on the Content and/or the Service(s), Discovery has the right to so use and exploit any and all such trade names, trademarks, logos and content, including without limitation any and all underlying elements (the “Subscriber IP”); and (v) the Subscriber IP, any content, materials, and/or information contributed by Users, and any revisions to the Content by Users does not and will not contain any libelous, unlawful or infringing materials or content, will not infringe upon any party’s proprietary rights, including without limitation statutory or common-law copyright, trademark and right of privacy, and will not violate any law, regulation or right of any kind whatsoever or give rise to any actionable claim or liability.

6.3. **Disclaimer of Warranty.** THE SERVICES AND CONTENT ARE PROVIDED AS IS, AND ALL WARRANTIES OF ANY KIND, PAST OR PRESENT, WHETHER STATUTORY, COMMON-LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY AND, EXCEPT AS MAY BE OTHERWISE STATED IN THESE STANDARD TERMS, NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. DISCOVERY DOES NOT GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR ACCURACY OF THE WEBSITE OR THE CONTENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DISCOVERY EDUCATION OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF DISCOVERY’S OBLIGATIONS HEREUNDER, AND SUBSCRIBER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

7. **Release.** TO THE EXTENT PERMITTED BY LAW, SUBSCRIBER AND ITS USERS RELEASE AND WAIVE ALL CLAIMS (WHETHER KNOWN OR UNKNOWN) AGAINST DISCOVERY, ITS PARENT, SUBSIDIARIES, AFFILIATED COMPANIES, AGENTS OR CONTENT PROVIDERS, AND THE DIRECTORS, TRUSTEES, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF EACH OF THE FOREGOING, FROM ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES ARISING OUT OF USER’S USE OF THE SERVICE(S) AND THE CONTENT. CALIFORNIA RESIDENTS WAIVE ANY RIGHTS THEY MAY HAVE UNDER SEC.1542 OF THE CALIFORNIA CIVIL CODE, WHICH READS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

8. **Indemnity.** TO THE EXTENT PERMITTED BY LAW, SUBSCRIBER AND ITS USERS SHALL DEFEND, INDEMNIFY AND HOLD DISCOVERY, ITS PARENT, SUBSIDIARIES,



AFFILIATED COMPANIES, AGENTS OR CONTENT PROVIDERS, AND THE DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF EACH OF THE FOREGOING, HARMLESS AGAINST AND FROM ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES ARISING OUT OF ANY VIOLATION BY SUBSCRIBER AND/OR ITS USERS OF THESE STANDARD TERMS, ANY DOWNLOADING OF THE CONTENT, ANY MODIFICATION OR EDIT MADE TO ANY PORTION OF THE CONTENT, AND THE USE OF ANY PORTION OF THE CONTENT WITH PRODUCTS OR SERVICES NOT SUPPLIED BY DISCOVERY.

## 9. LIMITATIONS OF LIABILITY

**9.1. Consequential damages exclusion.** IN NO EVENT SHALL DISCOVERY BE LIABLE FOR ANY LOST DATA, LOST PROFITS, BUSINESS INTERRUPTION, REPLACEMENT SERVICE OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY.

**9.2. Aggregate Liability.** To the maximum extent permitted by law, in no event shall Discovery's aggregate liability with respect to any matters whatsoever arising under or in connection with the Standard Terms exceed the lesser of (i) total fees paid by Subscriber to Discovery under the Standard Terms within the twelve-month period prior to the date the cause of action giving rise to liability arose or (ii) \$100,000. The foregoing liability is cumulative with all payments for claims or damages in connection with the Standard Terms being aggregated to determine satisfaction of the limit.

## 10. CONFIDENTIALITY

**10.1.** Discovery understands that government entities, such as Subscriber, may be required to disclose information pursuant to applicable open records acts. Prior to any such disclosure, Subscriber shall make any claim of privilege that may be applicable to prevent such disclosure and will make reasonable efforts to give Discovery reasonable prior notice and a reasonable opportunity to resist such disclosure. In all other respects, all provisions of these Standard Terms and materials provided by Discovery which are designated as confidential or should reasonably be presumed to be treated as confidential ("**Confidential Information**") shall be kept strictly confidential by Subscriber and may not be disclosed without prior written consent, except for any disclosure required by any order of a court or governmental authority with jurisdiction over Subscriber.

**10.2.** Subscriber authorizes Discovery to include the following in Discovery's marketing materials, press releases, and sales materials as applicable: Subscriber's business relationship with Discovery, Subscriber's testimonials and quotes, Subscriber's logo, Subscriber's contact information for purposes of a business reference, and Subscriber's and User's anonymized testimonials gathered in webinars.

## 11. MISCELLANEOUS

**11.1. Changes.** Discovery reserves the right to change these Standard Terms (excluding the Order Form) from time to time. Such changes will become effective when Discovery posts the revised Standard Terms. Subscriber and Users should check the Standard Terms from time to time, as they are bound by the Standard posted on Discovery's website at the time of access. Any revised Standard Terms shall supersede all previous versions.

**11.2. Force Majeure.** Failure to perform by reason of any law, natural disaster, labor controversy, encumbered intellectual property right, war or any similar event beyond a party's reasonable control shall not be a breach hereof.

**11.3. Governing Law.** The Standard Terms shall be construed and enforced under the laws of the state of New York, USA without reference to the choice of law principles thereof. User hereby consents to and submits to the jurisdiction of the federal and state courts located in the State of New York. User waives any defenses based upon lack of personal jurisdiction or venue, or inconvenient

forum. If any provision herein is unenforceable, then such provision shall be of no effect on any other provision hereof.

**11.4. No waiver.** No waiver of any breach hereof shall be deemed a waiver of any other breach hereof.

**11.5. Survival.** All representations, warranties, and indemnities shall survive the expiration or prior termination of the Standard Terms.

**11.6.** Section headings are provided for convenience only and shall not be used to construe the meaning of any section hereof.

**11.7. Entire Agreement.** The Standard Terms contain the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein. The terms and conditions set forth herein shall not be binding on Discovery, or any of its affiliates, until fully executed by an authorized signatory for both Subscriber and Discovery (or its applicable affiliate). Signatures may be exchanged in counterparts. Signatures transmitted electronically by fax or PDF shall be binding and effective as original ink signatures.

**11.8. Assignment.** The rights and obligations of either party under the Standard Terms may not be transferred or assigned directly or indirectly without the prior written consent of the other party, except that Discovery may assign the Standard Terms without restriction to an entity that acquires substantially all of its stock, assets, or business. Except as otherwise expressly provided herein, the provisions hereof will inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties.

**11.9. Relationship of the Parties.** The parties are independent contractors and not joint venture partners or otherwise affiliated. Neither party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other party, whether express or implied, or to bind the other party in any respect whatsoever. There are no third-party beneficiaries to the Agreement.

**11.10. Professional Development Services.** Any content provided by Discovery during any Professional Development, including, but not limited to, instructional support and lesson development, in any format (the "**PD Content**") is the property of Discovery. Subscriber acknowledges that it does not gain any ownership interest in the PD Content by using the PD Content. In the event that any Professional Development services cannot be provided onsite for any reason that is beyond the control of either party, Discovery reserves the right to provide such services in a remote, virtual environment. Upon Subscriber's written notice to Discovery, Discovery shall record and transmit to Subscriber any virtual professional learning session that Discovery provides to Subscriber pursuant to the Order Form (each, a "**Product PD or Hourly PD Session**"). Subscriber shall have the right to distribute such Product PD Session recordings on Subscriber's intranet and/or learning management system only. Subscriber may access and download the PD Session recording for no more than seven (7) days after the PD Session takes place. If requested by Discovery, Subscriber shall promptly delete and remove all records of PD Sessions in its possession.

**11.11. Professional Development Session Cancellation.** Subscriber may cancel or reschedule a PD Session, in writing, up to 48 hours in advance of a scheduled PD Session. If the cancellation is received less than 48 hours prior to a scheduled PD Session, the Subscriber will be charged the full Fees. If the Subscriber has prepaid for the PD Session and they cancel less than 48 hours before it is scheduled, the PD Session will be marked in Subscriber's account as having been provided in full.

**11.12. Use of Artificial Intelligence Tools.** The Services may include tools that generate content using Artificial Intelligence (AI). If Subscriber opts in to use such tools, Subscriber agrees to comply with these Standard Terms, and all applicable laws, rules, regulations, and school policies. Subscriber is responsible for ensuring that (a) only authorized educator Users and administrators employed by Subscriber have access to and use of the AI tools, (b) no personally identifiable information is included in the content uploaded to the AI tools, and (c) that Subscriber holds the necessary rights to use the content uploaded within the AI tool. Discovery does not warrant that content created by AI tools will be error-free, suitable for classroom

use, or free from bias. Subscriber acknowledges that it is solely responsible for reviewing and verifying the suitability of AI-generated content before use.

- 11.13. **Mystery Science and Mystery Writing Membership.** Full, continuous access to the Mystery Science and Mystery Writing curriculum and lesson plans is only available with a paid membership. Limited access to the curriculum and lesson plans is available for free. Subscriber may purchase school or district memberships on a per site basis as indicated in the applicable Order Form, which entitles teachers and staff (each, a “**Member**”) at that site to create individual accounts which they may use to access the Services from anywhere on an unlimited number of devices. Purchase of a classroom membership entitles one teacher to create an account which they may use to access the Services for a single classroom. Memberships may not be reassigned, transferred, resold, or sublicensed without Discovery’s prior written consent. Subscriber acknowledges and agrees to ensure that Users sign up for their own accounts and agree to, and comply with, these Standard Terms when they access and use the Services.
- 11.14. **Trial Terms** In addition to all of the above Terms, where a Trial is permitted by applicable law and offered by Discovery, the following terms apply: (i) the Term for a Trial is defined in the applicable Order Form but shall be no longer than six (6) months, (ii) a Trial may be terminated by Discovery at any time, for any

reason, and without notice, (iii) Participation in a Trial shall not entitle a Trial Subscriber (a “Trial Subscriber”) to participation in future Trials or additional access to the Services outside a Trial, (iv) a Trial Subscriber will have the option to purchase the trialed Services after the Trial ends, (v) the Trial Subscriber may terminate the Trial at any time during the Trial without penalty, and (vi) by signing up to a Trial, Subscriber agrees to all applicable Terms as described in these Standard Terms.

- 11.15. **Physical Goods and Shipping.** Mystery Packs and hands-on activity Kits (“**Physical Goods**”) are shipped F.O.B origin. Subscriber is responsible for the shipping and handling Fee listed on the invoice and/or Order Form. All Fees paid by Subscriber for Physical Goods and shipping of the Physical Goods are final and non-refundable.
- 11.16. **Notices.** All notices and statements shall be in writing and sent by a reputable overnight service such as Federal Express to the address set forth below; provided that, notices that relate to Renewal Terms may be sent via email to the following email address:

Discovery Education, Inc.  
4350 Congress Street, Suite 700  
Charlotte, NC 28209  
Email: [DECommercialOpsTeam@discoveryed.com](mailto:DECommercialOpsTeam@discoveryed.com)

Last updated 1/8/2025

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## Tab 12 - Assumptions

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

Not applicable.