



**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:	2795A
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:	BrainPop LLC
Address:	71 w. 23 rd St. Fl 17
City, State:	New York, NY 10010
Contact Name:	Cassie Palisky
Phone Number:	212-574-6123
Email address:	cassiep@brainpop.com
ORACLE SUPPLIER NUMBER:	301467
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.



COMMONWEALTH OF VIRGINIA

County of Henrico

Non-Professional Services Contract

Contract No. 2795A

This Non-Professional Services Contract (this “Contract”) entered into this 1st day of July 2025, by BrainPOP LLC (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 F. Any quotes or invoices issued by the Contractor must include a reference to Contract 2795A and must not require a signature by HCPS. HCPS will issue a purchase order to the Contractor, and such purchase orders will include a reference to Contract 2795A.

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. BrainPop’s Terms of Use last updated July 21, 2024 (Exhibit C);
5. BrainPop’s Privacy Notice last updated June 2024 (Exhibit D);
6. The Negotiated Modifications (Exhibit E);
7. The General Contract Terms and Conditions included in the Request for Proposals;
8. Contractor’s email and BAFO dated April 3, 2025 (Exhibit F);
9. Contractor’s Original Proposal dated February 11, 2025 (Exhibit G);
10. 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.

BrainPop LLC
71 W 23rd St. Fl 17
New York, NY 10010

County School Board of Henrico County,
Virginia
P O Box 90775
Henrico, VA 23273-0775

Anna Friedman

Signature

Anna Friedman Sr Director Legal

Printed Name and Title

05/14/2025

Date

Oscar Knott

Signature

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

05/19/2025

Date

APPROVED AS TO FORM

Anna Friedman

Assistant County Attorney

EXHIBIT A

LICENSE AGREEMENT ADDENDUM

The County School Board of Henrico County, Virginia (“**County**”) and BrainPOP LLC, a Delaware a limited liability company (“**Licensor**”), are entering into Contract No. 2795A for Digital Content Solutions for K-12 (“**Agreement**”). Licensor has requested that its Terms of Use, last updated July 21, 2024 (“**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.

BrainPOP LLC

Anna Friedman

Signature

Anna Friedman - Sr Director Legal
Printed Name and Title

5/14/2025

Date

County School Board of Henrico County,
Virginia

Oscar Knott

Signature

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

05/16/2025

Date

APPROVED AS TO FORM



Assistant County Attorney

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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 BrainPOP LLC (hereinafter referred to as “Provider”) on July 29, 2024. 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.”

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 applicable 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;

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 use of Provider’s Services shall be governed by the Terms of Use and Privacy Policy as posted on www.brainpop.com, as updated from time to time (“Service Agreement”), except that Division shall not be subject to any change in either of the foregoing unless Division was given at least 30 days’ notice of any change and an opportunity to end its subscription, and Division shall not be required to indemnify, hold harmless, or defend Provider or any other entity or any person; and

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,

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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:

Subscription to online educational content – BrainPOP, BrainPOP Jr., BrainPOP ELL, BrainPOP, in accordance with the terms of the underlying applicable Division subscription to Provider's products and or services ("Subscription

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

4. DPA Definitions. The definition of terms used in this DPA is found in Exhibit "C". In the event of a conflict, definitions used this DPA shall prevail over terms used in all the 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. Division agrees and acknowledges that Provider and its licensors own all intellectual property rights in and to the Provider products including, without limitation, all trademarks, trade names, service marks and copyrights in the products and all underlying software programs and related documentation. Division agrees and acknowledges that Division and any school shall not acquire any right, title or interest in or to any of Provider's intellectual property (IP), including, without limitation, software, trademarks, copyrights and other intellectual property of Provider and no other rights are granted by Provider to the Division or any school in Provider's IP by implication, estoppel or otherwise. Division further acknowledges and agrees that Provider shall continue, during the term hereof, to expand and modify its products, in its sole discretion. For the

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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, or make Student Data available at all times through the administrator dashboard feature. 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 student 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.

4. Third Party Request. Provider shall notify the Division in advance of a compelled disclosure to a Third Party, unless legally prohibited.

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

ARTICLE III: DUTIES OF DIVISION

1. Privacy Compliance. Division shall provide Division 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, as applicable. 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 applicable 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.

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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 identifiable 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, with the exception of Subprocessors, unless it fits into the de-identified information exception in Article IV, Section 4, or there is a court order or lawfully issued subpoena for the information.

3. Employee Obligations. Provider shall require all employees and agents who have access to Division data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.

4. Use of De-identified Information. De-identified information, as defined in Exhibit “C”, may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). The Provider and Division agree that the Provider cannot successfully de-identify information if there are fewer than twenty (20) students in the samples of a particular field or category of information collected, i.e., twenty students in a particular grade, twenty students of a particular race, or twenty students with a particular disability. Provider agrees not to attempt to re-identify de-identified Division Data and not to transfer de-identified Division Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the Division who has provided prior written consent for such transfer.

5. Disposition of Data. Upon written request and in accordance with the applicable terms in subsections below, Provider 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 written 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, pursuant to the Service 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 promptly provide the division with any specified portion of the Division Data within ten (10) calendar days of the receipt of said request. The Division is in full control over the Division Data at all times, and able to delete student personally identifiable information at any time and in real time using the Administrator dashboard. Once that information is deleted, it is deleted from Provider’s servers – first from Provider’s servers and then, after two weeks later, from any back-

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up server. If information was not deleted by the Division before the applicable Subscription expired, Provider retains such information for a six-months after expiration.

a) Partial Disposal During the Term of Service Agreement. Throughout the term of the applicable subscription period, Division may request partial disposal of Division Data obtained under the Service Agreement that is no longer needed.

b) Complete Disposal upon Termination of Service Agreement. Within 6 months following the termination or expiration of the applicable subscription, Provider shall dispose of or securely destroy all Division Data obtained under the Service Agreement.

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 Division; or (d) use the Division Data for the development of commercial products or services, other than as necessary to provide the Service to the Division. 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.

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 personally identifiable information and makes use of reasonable 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 standards.

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.

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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 standards.

e. Periodic Risk Assessment. Provider further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner. Upon Division's written request, Service Provider

shall make the results of findings available to the Division. The Division shall treat such audit reports as Provider's Confidential Information under this Agreement.

f. Backups and Audit Trails, Data Authenticity and Integrity. Provider will take reasonable measures, including all backups and audit trails, to protect Division Data against deterioration or degradation of data quality and authenticity. Provider shall be responsible for ensuring that Division Data is retrievable in a reasonable format.

g. Subprocessors Bound. Provider shall enter into written agreements whereby

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

2. Unauthorized Access or Data Breach. In the event that Division Data are reasonably believed by the Provider or school division to have been disclosed (lost, accessed or obtained) in violation of the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) or other federal or state law applicable to such information accessed or obtained by an unauthorized individual, Provider shall follow the following process:

a. provide prompt 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:

- i. date, estimated date, or date range of the loss or disclosure;
- ii. Division Data that was or is reasonably believed to have been lost or disclosed;
- iii. remedial measures taken or planned in response to the loss or disclosure.

c. promptly 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;

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- e. reasonably 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 the Division from and against any third party loss, claim, cost (including reasonable 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. All indemnities set forth herein shall be limited up to amounts covered by insurance and subject to the following: the indemnified party shall provide Provider with: (a) prompt written notice of such claim; (b) the right to solely control and direct the investigation, preparation, defense and settlement thereof; and (c) reasonable assistance and information.

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.

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 subscription, to the extent one exists, has lapsed or has been terminated. The Division may terminate the 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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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 the 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. For the avoidance of doubt, the Division shall not be subject to any changes to the Service Agreement unless Division is given at least 30 days’ notice of any change and an opportunity to end its subscription, and the Division shall not be required to indemnify, hold harmless, or defend Provider or any other entity or any person in connection with the Service Agreement. 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. Notwithstanding the above, any claim that the Division may have must first, and before taking any other legal action, be submitted to the Provider in the form of a complaint (to: legal@brainpop.com), to enable the parties to resolve the claim in a friendly and effective manner. If the parties fail to resolve the claim in this manner in a reasonable timetable, it shall be resolved in the exclusive jurisdiction and venue as specified above. Notwithstanding the foregoing, the Provider may seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction

I. Authority. Provider represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Division Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Division Data and/or any portion thereof, or may own, lease or control

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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 hand written 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: Anna Friedman
Title: Senior Director, Legal
Address: 71 W 23rd St 17th Fl New York NY 10010
eMail: legal@brainpop.com
Phone: Click or tap here to enter text.

The designated representative for the Division for this Agreement is:

Name: Brian Maddox
Title: Director of Technology
Address: 3820 Nine Mile Road, Henrico, VA 23223
Email: bemaddox@henrico.k12.va.us
Phone: 804-328-5220

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

and given by personal delivery or email transmission (if contact information 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: Click or tap here to enter text.

Title: Click or tap here to enter text.

Address: Click or tap here to enter text.

Email: Click or tap here to enter text.

Phone: Click or tap here to enter text.

[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 *Anna Friedman*

Date: 07/29/2024 Printed Name: Anna Friedman Title: Senior Director, Legal

Division Signature *John B. Wack*

Date: 2/5/2025

Printed Name: John B. Wack

Title: Chief Financial Officer

APPROVED AS TO FORM

Arnold Braun 7-30-24

Assistant County Attorney

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT “A”

DESCRIPTION OF SERVICES

Subscription to online educational content – BrainPOP, BrainPOP Jr., BrainPOP ELL, BrainPOP Science, in accordance with the terms of the underlying applicable Division subscription to Provider’s products and/or services (“Subscription”)

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT “B”

SCHEDULE OF DATA

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

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

	work data - Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/performance scores	
	Other transcript data -Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	

	Other transportation data -Please specify:	
Other	Please list each additional data element used, stored or collected by your application	X

No Student Data Collected at this time _____.

*Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed.

OTHER: We collect students' full name, class, graduation year/grade, username, password and may collect student school email addresses and other teacher and student unique identifiers for certain single sign on services login integrations. Students will be able to store their activities, quizzes, movies and other projects they've created and correspondences with their teachers within their individual accounts. We collect student's voice-recording if they use the recording feature in Make-a-Movie®. Student emails shall only be used for the purposes of providing login integration. We will not send emails to students, for any reason.

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 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 student, employees, and personnel data, user generated content and metadata but specifically excludes Provider Data (as defined in the Contract). Division Data shall not include any anonymous or de-identified and aggregate data.

De-Identifiable Information (DII): De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Student Information (“ Student 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, 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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

Provider: For purposes of the DPA, the term “Provider” means BrainPOP LLC p

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. For the avoidance of doubt, Pupil Generated Content does not include any portion of Provider's intellectual property.

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.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

School Official: For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

Student Data: Student Data includes any personally identifiable student data, whether gathered by Provider or provided by Division or its users, students, or students' parents/guardians, that is descriptive of the student including , 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.

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:

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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: _____



Terms of Use

Last updated on July 21, 2024

Welcome to BrainPOP®!

The use of any of the BrainPOP and its affiliates (“BrainPOP”) owned and operated websites, professional learning services and/or mobile applications (Collectively referred to as “Services”), whether accessed via computer, mobile device or otherwise, is subject to these terms and conditions (“Terms of Use”). Your use of the Services constitutes your agreement to the Terms of Use, so please read them carefully. Additional terms and conditions may apply to some services offered on this Website if we post such terms within such services or if we signed a separate agreement with you for such services. Our mobile applications are also subject to our End User License Agreement found **here** (https://www.brainpop.com/about/mobile_app_eula/). Your use of our professional learning services is also subject to the Professional Learning Services Terms and Conditions found **here** (https://www.brainpop.com/about/professional_learning_terms/), in addition to these Terms of Use. Please contact **legal@brainpop.com** (<mailto:legal@brainpop.com>) if you have any questions about these Terms of Use.

MINORS: SOME PORTIONS OF THE SERVICES ARE NOT INTENDED FOR MINORS, INCLUDING BRAINPOP EDUCATORS, THE ABOUT BRAINPOP PAGE, PROFESSIONAL LEARNING SERVICES, AND THE STORE. ALSO, REGISTERING AN ACCOUNT REQUIRES

SUPERVISION OF A PARENT OR LEGAL GUARDIAN IF YOU ARE A MINOR.

EDUCATORS: IF YOU ARE AN EDUCATOR, WHETHER IN A PUBLIC OR PRIVATE SCHOOL OR EDUCATIONAL ORGANIZATION, THEN, YOU ARE REPRESENTING AND WARRANTING TO US THAT YOU ARE AUTHORIZED TO AGREE TO THESE TERMS OF USE ON BEHALF OF YOUR ORGANIZATION AND YOUR STUDENTS.

The services are operated by BrainPOP LLC and its related companies (“we,” “us”). If you have any questions concerning our Services or the respective operator(s), you may contact us at the following address:

BrainPOP

71 W 23rd St., 17th Fl.

New York, NY 10010

Phone: 212.574.6000

Email: legal@brainpop.com (<mailto:legal@brainpop.com>)

CHANGES TO OUR SERVICES

In our sole discretion and without prior notice or liability, we may discontinue, modify or alter any aspect of the Services and suspend, discontinue, delete, modify, or remove any content or functionality offered in the Services from time to time. Should we make material changes to this Terms of Use, we will provide advance notice. In the event of any non-material changes, we will provide prominent notice as required by law. Posting the modified Terms of Use on our Services and providing notice as stated above will give effect to the revised Terms of Use. Your continued use of the Services constitutes your acceptance of any revised Terms of Use. If you do not agree to the revised Terms of Use,

please refrain from using the Services and/or leave this website(s) or app(s). In addition, in the future, we may charge users for certain content or functionality which may be presently available for free.

PRIVACY POLICY

Please review our **privacy policy** (https://www.brainpop.com/about/privacy_policy/) ("Privacy Policy"), which is incorporated into, and considered part of, these Terms of Use. The Privacy Policy explains our privacy practices for the Services. By visiting or using our Services, you also consent to our Privacy Policy, so please read them carefully. As stated in the Privacy Policy, we provide prominent notice to users and send out email notices to customers before making any material changes. Should we make material changes to the Terms of Use or Privacy Policy, we will provide notice and request your consent.

OWNERSHIP

Subject to the provisions of these Terms of Use, the Services and all of its subdomains, contents, links, software (whether downloadable or non-downloadable), interfaces, chat rooms, forums, mobile products, applications, services found on our websites, technology, user interfaces, profiles, widgets, messages, links, emails, graphics, images, video, code, sounds, music, games, videos, User Content (as further explained and defined below), Applications (as defined below) all audio visual or other material appearing on or emanating to and/or from our Services, as well as the design and appearance of our Services and the accompanying information and documentation (collectively, "the Content"), are owned by or licensed to us, subject to copyright, trademark and other intellectual property rights under United States and foreign laws and international conventions. We reserve all rights to the Content.

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resell or otherwise exploit or make any commercial use of the Services or the Content; (iii) collect and use any of our offerings, product listings, descriptions or pricing thereof or otherwise attempt to or download and/or copy user account information for benefit of another or in violation of the Use License; (iv) make any derivative use of the Services or the Content; (v) use any data mining or reverse engineering tools, spiders, robots, or similar data gathering and extraction tools; (vi) frame or utilize framing techniques or caches to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) located on the Services, including that of BrainPOP.

Notwithstanding the above, certain Content is made available for download or printing (such as Activities, Printed Quizzes and FYI pages). You may print or download the page, file or the available material, as applicable, solely for your personal, non-commercial use subject to the Use License. If you are an educator printing or downloading material with Student's Records (as defined below), you may only use it for educational use within the classroom or the school of the student, and you are solely responsible to obtain parents' or guardians' permissions for your use, if required. The download or print function is not intended for any other function.

Any unauthorized use of the Services or violation of these Terms of Use and the Use License automatically terminates your permission to use the Services.

THE CONTENT; SUBMISSION OF USER CONTENT AND USE OF OUR SERVICES

CONTENT

We attempt to provide accurate descriptions of the Content. However, we do not warrant that product descriptions or other parts of the Content are accurate, complete, reliable, current, or error-free. If Content is materially misrepresented, your sole remedy is to cease use of that Content and to notify us of the purported error.

While using our Services, you may be referred to or linked from or to third party sites, such as educational partners whose games are included on our GameUp portal. Users should keep in mind that once they leave BrainPOP and visit a third party site, our privacy policy is no longer in effect. We are not responsible for information, content, terms of use, or privacy policies on these other sites. By browsing and interacting with any other website, you are subject to that website's own rules and policies. Please read those rules and policies carefully before proceeding. Please also keep in mind that you do have the option to block third party links. To do so, please contact our support team at **privacy@brainpop.com (mailto:privacy@brainpop.com)**.

Adult-facing pages of our Services websites may also provide links to social plugins and third party sites that have separate privacy policies and procedures; by clicking through to them, you are subject to their rules and policies. The use of these social media plugins is optional and leads to user-generated content. We are not responsible for information, content, terms of use, or privacy policies at these social networks or third party sites.

We expressly disclaim any and all liability in connection with your use of any features or content provided by third parties. Any such use of third party content is at your own risk and may subject you to additional or different terms and restrictions by the third party running the service.

EMBEDDED CONTENT FROM OUR SERVICES

Our Services may provide you with an “Embedded Features” option that enables you to incorporate certain Content into your own personal, non-commercial websites for use in accessing the materials on our Services (“Embedding”). Your use of Embedding, is subject to these Terms of Use, in all respect, including, but not limited to limitations imposed by the Use License. You must provide a prominent link back to our Services on all pages containing the Embedded Features. Please note that all of the limitations and restrictions and all of the terms included in these Terms of Use apply to the use of this feature. We reserve the right to revoke the license to use the Embedded Features for any reason in our sole discretion and without providing you with explanations or clarifications. You agree to remove the Embedded Features from our Services immediately upon request from us.

USER CONTENT

Student Records:

Student Records are records that are directly related to a student and maintained by BrainPOP on behalf of a school or district subscriber. Each school or district has access to a user-friendly administrator dashboard that allows direct control over the Student Records at all times. The administrator(s) appointed by the school or district can create, update, review, modify, and delete individual accounts, and monitor logins within the individual accounts. We will solely use the Student Records for the purpose of providing and enhancing teacher and student use of the Services.

For more information about Student Records, see our **Privacy Policy** (https://www.brainpop.com/about/privacy_policy/).

Other User Content:

Certain functionalities within adult-facing pages of our Services may allow you to submit, upload, post, or create (collectively “submit”) certain types of content (“User Content”). Except for Student Records as defined in our Privacy Policy, you acknowledge and agree that we do not guarantee any confidentiality with respect to any User Content you submit. You shall retain all ownership rights to and shall be solely responsible for your own User Content and the consequences of submitting and publishing such User Content. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to create and publish any User Content you submit. You may not upload or post any User Content on our Services that infringes the copyright, trademark or other intellectual property rights of a third party nor may you upload User Content that violates any third party's right of privacy or right of publicity. You may upload only User Content that you are permitted to upload by the owner or by law.

By submitting any User Content other than Student Records as defined in our Privacy Policy, you grant us a worldwide, perpetual, non-exclusive, royalty-free, sub-licensable and freely transferable license to use, publish, reproduce, distribute, disseminate, copy, prepare derivative works of, and display, in whole or in part, the User Content, without additional approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist in such User Content, and you hereby waive any claim to the contrary. You acknowledge and agree that such User Content may be utilized by our users in various ways over which we do not have any control and you expressly release us from any claims with respect to any use of User Content by any third parties.

We do not endorse any User Content submitted to our Services and expressly disclaim any and all liability in connection with such User Content. We reserve the right to remove or modify any User Content in any manner, at any time and without prior notice. If you find any inappropriate Content on our Services, we encourage you to report such inappropriate content to: **legal@brainpop.com** (**<mailto:legal@brainpop.com>**).

USER CONTENT RESTRICTIONS

We strictly prohibit the use of our Services for offensive, illegal or harming purposes. You agree not to use our Services (i) to create, edit, post or share any content that is harmful, unlawful, obscene, libelous, racist, hateful, or criminal or that violates the privacy of others, or any other illegal, offensive or inappropriate content, or (ii) for purposes that are illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise objectionable, as determined in our sole and absolute discretion.

You further agree not to use our Services in a manner that (i) is unlawful, fraudulent, deceptive, or impersonates any person or entity; (ii) uses technology or other means to access unauthorized content or non-public spaces or reverse engineer any functionalities of our Services; (iii) violates the export controls or financial sanctions of the United States or any other applicable jurisdiction; (iv) uses any type of automated system or process, including without limitation, “bots,” “spiders,” or “crawlers,” to access unauthorized content or non-public spaces; (v) introduces or attempts to introduce viruses or any other harmful computer code or programs that interrupt, destroy or limit the functionality of our Services or related servers and networks; (vi) attempts to gain unauthorized access to our Service’s users’ accounts; (vii) constitutes a criminal offense or otherwise encourages criminal conduct; (viii) gives rise to civil liability; (ix) violates these Terms of Use in any manner; (x) fails to comply with the Terms of Use applicable to Third Party Content; or (xi) uses our Services for creating, sharing and sending unsolicited commercial messages.

You agree not to use our Services in any country or jurisdiction subject to US comprehensive sanctions, including but not limited to, Cuba, Iran, North Korea, Syria, Iran, Venezuela, and the Donetsk, Luhansk, and Crimea regions of Ukraine, without written

approval from BrainPOP. You further agree that you are not subject to any sanction, restriction or prohibition that has been imposed by the United States or any other applicable jurisdiction.

Display of User Content on our Services does not constitute our approval or endorsement thereof. We reserve the right to remove any content that we deem to be illegal, offensive or inappropriate, in our sole discretion, and we reserve the right to take action against the user submitting such User Content, including, but not limited to, suspending any or all use of our Services, in any way or manner, or terminating such user's account.

USER ACCOUNT

Certain content and functionalities of the Services require registration in order to be able to enjoy such content and functionalities. We reserve the right to decide which content and functionalities require registration or will require registration in the future. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer or device, and you agree to accept responsibility for all activities that occur under your account or password. You agree to notify us immediately in the event of any known or suspected unauthorized use of your user account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your or anyone else's password. You are entirely responsible for any and all activities which occur under your user account. You agree to immediately notify us of any unauthorized use of your user account or any other breach of security known to you.

If you provide any information that is untrue, inaccurate, or incomplete (including but not limited to falsely self-identifying), or we have reasonable grounds to suspect that such is the case, we reserve the right to suspend or terminate your user account and refuse any and all current or future use of our Services.

In the course of the registration process to certain features or products in our Services, you may be entitled to upload a profile picture to your account. The profile picture you upload may not contain nudity, obscenity, sexually explicit material or contain images of people which have not given you a prior written permission to use their image.

STUDENT ACCOUNTS

Our individual accounts system allows you to create student accounts. If you are an educator, you warrant and represent that you are authorized to use our Services with your students on behalf of your school and/or district.

If you are a school, a district or an educator using the individual accounts on behalf of your students, including in a free trial, you warrant and represent that you are authorized to act on parents'/guardians' behalf or that you have obtained consent from parents or guardians of your students in accordance to the laws governing your jurisdiction.

APPLICATIONS

Our Services may allow you to download certain applications to be used on mobile devices, such as smartphones or tablets (“Application” or “Applications”). The download and use of the Applications is governed by these Terms of Use and by any Terms of Use applicable to the Applications at the time you download onto your mobile device (“Mobile Terms of Use”). Any conflicts between these Terms of Use and the Mobile Terms of Use with respect to Applications shall be resolved in favor of the Mobile Terms of Use.

If you are downloading or accessing an Application via an application store operated by a third party (for example, App Store®), you acknowledge that such third party is not a party to and has not agreed to these Terms of Use or, otherwise, does not sponsor, endorse or

have any affiliation with our Services. Your download of Applications through such third parties is subject to their respective terms of use (e.g. App Store® usage rules)

We may charge a fee for downloading the Applications that will be disclosed to you prior to you downloading the Applications. These fees are subject to change. In the event that we change the fees charged for the Applications, we will not provide any type of price protection, refunds or promotional pricing for any reason. Use of the Applications may be subject to standard messaging, data and other fees that may be charged by your mobile carrier. Your carrier may also prohibit or restrict the Applications and the Applications may be incompatible with your carrier or mobile device. If you have any questions concerning this, please contact your carrier to obtain further information.

Please note that our Applications are not available if your school is using a single sign on service.

COPYRIGHT POLICY AND COMPLAINTS

We respect the intellectual property of others. If you believe that any material on our Services infringes upon any copyright that you own or control, please send us a notification of such infringement containing the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. A description of the copyrighted work or other intellectual property that you claim has been infringed;
3. A description of where the material that you claim is infringing can be found on our Services;
4. Your address, telephone number, and email address;

5. A statement that you believe that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. A statement by you at the bottom of your notification exactly as follows: **"I hereby declare, under penalty of perjury, that the above information is accurate and that I am the copyright or intellectual property owner or authorized to act on behalf of the copyright or intellectual property owner."**

Send the notification to us as follows:

BrainPOP

71 W 23rd St., 17th Fl.

New York, NY 10010

Phone: 212.574.6000

Email: **legal@brainpop.com** (**<mailto:legal@brainpop.com>**)

In accordance with the Digital Millennium Copyright Act and other applicable laws, we have adopted a policy of terminating accounts and/or pursuing other remedies, at our sole discretion, if we suspect that the account holder has infringed the intellectual property rights of BrainPOP or any third party.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THE SERVICES INCLUDING THE CONTENT AND ALL INFORMATION, MATERIALS, PRODUCTS AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU ARE PROVIDED BY US ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICES OR THE CONTENT, INFORMATION, MATERIALS, PRODUCTS OR SERVICES

INCLUDED ON OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK.

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MAXIMUM AMOUNT, OUR LIABILITY OR LIABILITY OF ANY OF OUR MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, AFFILIATES, AGENTS, SUPPLIERS, CUSTOMERS OR LICENSEES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

INDEMNITY

You agree to indemnify, hold us harmless and, at our option, defend us and our affiliates, and our officers, directors, employees, stockholders, agents and representatives from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorneys' fees and expenses) arising from your improper use of the Services or our products or offerings, your violation of these Terms of Use, or your infringement, or the infringement or use by any other user of your account, of any intellectual property or other right of any person or entity. We reserve the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

TERMINATION

You may stop using our Services at any time and at your sole discretion, with no need for justification and with no charge, and you may contact us and request to delete your account and/or disable your subscription. Note that the termination of an account or a subscription does not delete the information posted by you, and you may need to contact us directly to request editing, deletion or removal of such information. If your account is terminated, your rights to use our Services will cease immediately.

WAIVER

Any waiver of any provision of the Terms of Use will be effective only if in writing and signed by the waiving party.

DISPUTES AND APPLICABLE LAW

You agree that the laws of the State of New York, without regard to principles of conflicts of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and us. Any dispute relating to or arising from your use of the Services shall be solely adjudicated in the Supreme Court of the State of New York or in the U.S. Federal District Court located in New York County, New York, and you consent and submit to exclusive jurisdiction and venue in such courts and agree to accept service of process by electronic mail.

Without derogating from the above, any claim that you may have in connection with these Terms of Use must first, and before taking any other legal action, be submitted to us in the form of a complaint to **legal@brainpop.com (mailto:legal@brainpop.com)** to enable the parties to resolve the claim in a friendly and effective manner. If the parties fail to resolve the claim in this manner in a reasonable timetable, or if any other claim or dispute in connection with these terms arises, it shall be resolved in the exclusive jurisdiction and venue as specified above. Notwithstanding the foregoing, we may seek injunctive or other equitable relief to protect our intellectual property rights in any court of competent jurisdiction at any time.

CHANGES AND SEVERABILITY

You agree to check the Terms of Use periodically for new information and terms that govern your use of our Services. We reserve the right to make changes to our Services, our policies, and these Terms of Use at any time. Posting the modified Terms of Use on our Services will give effect to the revised terms. Your continued use of our Services indicates your acceptance of any revised terms. If you do not agree to the revised terms, stop using our Services immediately. If any of the terms or conditions in these Terms of Use shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

COMMUNICATION WITH US

You agree to receive communications from us electronically regarding your account, these Terms of Use and the Services, and such communications sent from us shall be considered sufficient means of notice, whether applicable law requires written notice or not. You further agree that your electronic communications, except for communications regarding subscriptions, are not confidential.

Please click on this link to view the previous version of our Terms of Use, in effect before July 21, 2024. (https://www.brainpop.com/about/terms_of_use_june2024/)

Translations

These Terms of Use are also available in **Spanish** (<https://esp.brainpop.com/nosotros/terminosdeuso/>) and **French** (https://fr.brainpop.com/about/conditions_utilisation/). Please note that the English version shall prevail in the case of any conflict between them.

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Site Map (<https://www.brainpop.com/site-map/>) | **Do Not Sell My Personal Information**



Privacy Policy

- We design and operate our technology and services with our users' protection and privacy in mind, and we make every effort to be transparent in our data collection and use practices.
- Our flagship education products include individual accounts that enable schools and parents to keep track of individual student learning and maintain control over their student data.
- We do not use student or children's personal information for advertising purposes, including targeted advertising.
- We do not rent or sell student data.
- BrainPOP uses industry standard protocol to ensure that student data is encrypted and transmitted securely from end to end and at rest.
- We limit the data collected from students or children to only that which is necessary to meet the educational purposes of BrainPOP.
- We do not collect sensitive data like biometric or health data.
- Students cannot interact with other users outside their school, classroom or family account. The product is not intended and does not allow for social interactions between students.
- Districts, schools and homeschools are able to delete student personally identifiable information at any time.
- We are proud supporters of the **K-12 School Service Provider Pledge to Safeguard Student Privacy**. (<https://studentprivacypledge.org/privacy-pledge/>)

- We provide prominent notice to users and send out email notices to customers before making any material changes to our Privacy Policy.
- BrainPOP complies with the Children's Online Privacy Protection Act (COPPA).
- BrainPOP agrees to operate as a school official as the term is used in the Family Educational Rights and Privacy Act (FERPA), and operates at the direct control of our school and district customers with respect to our use and handling of their student records.

Privacy Questions? If you have questions or complaints regarding our privacy policy or practices, please contact us at privacy@brainpop.com (<mailto:privacy@brainpop.com>).

Privacy Policy

Last updated July 21, 2024.

This privacy policy applies to all the BrainPOP and its affiliates (“BrainPOP”) owned and operated websites, professional learning services, and mobile applications (which we collectively refer to as “Services”). By accessing or using our Services, you agree to the terms of this Privacy Policy.

Definitions

For purposes of this policy, we will use the following definitions:

Personally identifiable information (PII) is information that can identify a user of the Services, including his or her e-mail, name, and address. It also includes PII combined with non-PII.

De-identified information is information from which personally identifiable components have been removed and a reasonable determination made that an individual is not identifiable.

Student Records are records that are directly related to a student and maintained by BrainPOP on behalf of a school or district subscriber.

What Type Of Information Do We Collect And Why?

Education Product Subscribers:

Information collected during the subscription process: During the registration process for any of our subscriptions, we ask the subscriber to provide us with a name, email address, school or district affiliation (when applicable), phone number, and billing information. We may also ask you to provide username and password. We use the information to create and service the account, fulfill the subscription and send you service-related announcements. For instance, we may send emails about routine maintenance, new feature launches or product recommendations related to your subscription. We may also use this contact information to request feedback on our products and services, to inform future customer service and product improvements. If you are registering for a free trial, we will use the information to create a free trial account and to send occasional promotional emails and other marketing campaigns. You may opt out of promotional email messaging at any time as described in the Opt Out section below.

BrainPOP At Schools:

Whether engaging with BrainPOP through a free trial or a paid subscription, schools or districts are required to appoint an administrator (“Administrator”), who is authorized by the school or the district to be responsible for the Students Records.

Each school or district Administrator has access to a dashboard that allows them to create, update, review, modify and delete individual accounts, and monitor logins within the individual accounts.

To create the teacher accounts, we require a full name, email address, class name, and a password security question. We also use the email address to send product updates and use recommendations, password recovery information, effectiveness and efficacy data, invitations to participate in surveys and research and more (messaging may not be available in all jurisdictions). An unsubscribe option is included in promotional messaging.

If a school or district uses and accesses individual accounts through any of the single sign on services that we support, we collect the information we use for the individual accounts function from the third party integrated service.

Students:

Students accounts can be created by the school, the district, or by the teachers, or the teacher can invite the students to create the accounts using a class code provided by the teacher. We collect students' full name, class, graduation year/grade, username, password and may collect student school email addresses and other teacher and student unique identifiers for certain single sign on services login integrations. Students will be able to store their activities, quizzes, answers, movies and other projects they've created and correspondences with their teachers within their individual accounts. We collect student's voice-recording if they use the recording feature in Make-a-Movie® and we use students' answers in certain AI based features (to learn about our AI features, see section below). Students cannot interact with other users outside their school or classroom subscription. Students' PII is not posted publicly. Student emails shall only be used for the purposes of providing login integration. We will not send emails to students, for any reason.

BrainPOP At Home:

To create a family subscription for home use, parents or legal guardians are asked to provide their full name, email address and other minimally required personal information.

For family subscriptions that permit individual accounts, we also ask parents or guardians for their children's name (first or full name, depending on product), graduation year/grade, username, password and security question(s), an avatar image, when applicable. We use this information to create the individual child accounts. Some of the family subscriptions allow children to store their activities, quizzes, movies and other projects they created, and badges or goals they have achieved, and the Homeschool subscription allows for children to correspond with the parent/guardian within the Services. Children cannot interact with other users outside their family or homeschool subscription. Children PII is not posted publicly.

Parents or guardians subscribing to the family products will receive occasional emails with information about usage of the accounts, new features, product use recommendations, effectiveness and efficacy testing, backup schedules, survey and research participation invitation and more. An opt-out will be included at the bottom of promotional messaging.

Children Under Age 13:

In compliance with the Children's Online Privacy Protection Act (COPPA), BrainPOP does not collect personally identifiable information from children under 13, without a parent or guardian's consent, or that of a school if applicable. Parents and guardians of children under 13 who use any of the BrainPOP products have certain rights under COPPA and BrainPOP recognizes those rights. At any time, parents/guardians using a home product may request to review the personal information we collected from their child, request that we make no further use of that information or request that we delete it. To exercise your right to delete information, please use the contact information below. Parents/guardians of children using BrainPOP through a school account should contact their school to exercise their rights and we will work with the parent/guardian and school together to facilitate those requests.

A child's participation or access to an activity on BrainPOP cannot be conditioned on him or her providing more personal information than is reasonably necessary for that activity.

Connecting With BrainPOP:

Contact information for newsletter and surveys: On pages like our homepage, our Blog, BrainPOP Educators®, and other adult-facing pages of our Services, including pages that do not require log in, adult users may choose to sign up for newsletters, promotional offerings, or participation in surveys, all of which require contact information. The submitted contact information will be used for promotional purposes, and you may opt-out at any time. An opt-out link or instructions on how to opt-out will be included at the bottom of such messages. Registration for newsletters, promotional offerings, and surveys participation are not intended for minors.

Information we collect when you contact us: When you send us messages through our system or by email or through other online platforms, we collect the information you provide, including your message and any contact information you include. We use and retain such information to respond to your request, facilitate support to you in the future and to optimize our support services. We will respond once to messages from children under age 13 and then we delete those messages and any personally identifiable information contained in them.

Feedback: Certain features we offer include an option to provide us with feedback. The feedback feature does not identify the user submitting it. If we receive personally identifiable information through a feedback form we take steps to immediately delete that information. We reserve the right to use feedback for any purpose with no obligation to you.

Applying for a job: all resumes submitted by applicants through our website are submitted through BambooHR. We will only use the information for the application process and in accordance with any other privacy notice on the page in which you enter the job posting.

Information Collected Automatically

We automatically receive and record information on our server logs from a user's browser. This may include the IP address, pages of BrainPOP visited, the time spent on those pages, and access times and dates. We use this information to better display our Services, maintain a user's session, identify the country the user is located in, monitor, analyze use of and administer BrainPOP, and to better tailor it to your needs. We may also use this information to serve advertising to adult users.

To collect this information, we use technological tools including:

Cookies. A cookie is a small data file sent from a website or application and stored on your computer or device. Cookies allow us to recognize your browser when you return to BrainPOP, remember your login information, enable access to paid content and monitor potential account misuse. Cookies also allow us to better understand how you interact with BrainPOP and to monitor aggregated usage. You can set your browser to detect some cookies, to stop accepting cookies or to prompt you before accepting a cookie. Disabling our cookies will prevent access to paid content and limit some of the functionalities within our Services. To learn more about browser cookies, including how to manage or delete them, look in the Tools, Help or similar section of your web browser, or visit **allaboutcookies.org** (<http://www.allaboutcookies.org>).

Pixel Tags. A pixel tag (also known as a "clear GIF" or "web beacon") is a tiny image – typically just one-pixel – that we place in our marketing emails, newsletters, promotional offerings and surveys. We use pixel tags and line tracking to analyze the effectiveness of our marketing campaigns.

We use Google Analytics to assist us in collecting and assessing automatically collected information. For more information about Google Analytics, see **Google Analytics Terms of Service** (<https://policies.google.com/terms>) and the **Google Privacy Policy** (<https://policies.google.com/privacy>). You can prevent Google Analytics from collecting

information about you and recognizing you on return visits to our Services by disabling cookies on your browser or by installing the Google Analytics opt-out plug in. Note that we are not responsible for Google's opt-out tools.

By using our Services, you agree to our use of these tracking technologies.

We do not track users across unaffiliated sites and services, however, when you use the Internet, unaffiliated parties such as ad networks, web analytics companies and social networking platforms may collect information about your online activities over time and across our and other websites. This information may be used to provide advertisements for products and services that may interest you, and those companies may use cookies, clear GIFs and other tracking technologies.

In addition, we and our third party partners may use tracking technologies to deliver targeted advertisements and marketing messages to adult users on our or unaffiliated websites and online services. We also occasionally source information about groups of adults to generate a "lookalike audience" or similar audience of prospective customers through advertising platforms. This allows us to target prospective customers with advertisements on their networks who appear to have shared interests or similar demographics to our existing customers, based on the platforms' own data. We do not have access to the identity of anybody in the lookalike audience, unless they choose to click on the ads, and this information is only used for customer prospecting.

To learn about interest-based advertising, "lookalike audiences" and how you can opt-out of these features, you may wish to visit the Network Advertising Initiative's online resources, at **<http://www.networkadvertising.org/choices>** (**<http://www.networkadvertising.org/choices>**), and/or the Digital Advertising Alliance (DAA) resources at **<http://www.aboutads.info/choices>** (**<http://www.aboutads.info/choices>**). Note that if you wish to opt out, you will need to do so separately for each of your devices and for each web browser you use. You may also manage certain advertising cookies by visiting the EU-based Your Online Choices at

<http://www.youronlinechoices.eu/> (<http://www.youronlinechoices.eu/>). You may also be able to limit interest-based advertising through the settings on your mobile device by selecting “limit ad tracking” (iOS) or “opt-out of interest based ads” (Android). You may also be able to opt-out of some – but not all – interest-based ads served by mobile ad networks by visiting **<http://youradchoices.com/appchoices>** (**<http://youradchoices.com/appchoices>**) and downloading the mobile AppChoices app.

We also subscribe to various third parties’ education market information and databases, for example databases of school contacts. We use this data to learn about the industry we serve, to improve our services and for direct marketing. Some third-parties may provide us pseudonymized information about you (such as demographic information or sites where you have been shown ads) from offline and online sources that we may use to provide you more relevant and useful advertising.

Push notifications on mobile apps: Our adult users have the option to accept push notifications. If push notifications are accepted, we will store your previously provided name and email address in the push notification token. If you choose to receive push notifications, we will need to collect certain information about your device - such as operating system and user identification information - in order to ensure they are delivered properly. We also collect the user time zone, which is set on the device, to ensure that we send notifications at an appropriate time of the day. We do not combine this information with other PII. You may turn push notifications off at any time using your device controls.

How We Use Artificial Intelligence (AI)

BrainPOP Science® users have access to our Claims, Evidence, Reasoning (CER) model AI-assisted grading tool (“AI Grading Tool”). The AI Grading Tool uses a custom AI model to analyze student responses on CER assignments. It provides scoring suggestions and explanations to help you, the teacher, assess student work more efficiently.

We actively develop our AI features to be ethical and transparent, ensuring responsible use for everyone. The AI Grading Tool provides suggested scores and feedback based on the CER rubric. However, teachers have full control and can always modify or override AI-generated results. Students only see teacher-approved final scores. We never share Personally Identifiable student data or use Student Records to train any third-party AI models. We use Google's Vertex AI within a highly secure environment to protect student data. The AI Grading Tool only analyzes student responses for scoring purposes. We may use de-identified or aggregated student data to make the AI Grading Tool more accurate and helpful in the future.

Opt-Out Option: Teachers can hide the AI Grading Tool on their accounts if they do not want the input from the AI Grading Tool. For complete disabling of the feature and use of Students Records, please contact **legal@brainpop.com (mailto:legal@brainpop.com)** or use the setting to opt out if available (note: we will add a settings option for Administrators in future updates).

We encourage teachers to provide us feedback on the AI Grading Tool. We'll use this to guide future improvements.

How Long We Retain Personal Information:

Districts, schools and homeschools are able to delete student personally identifiable information at any time and in real time using the Administrator dashboard as mentioned above. Once that information is deleted, it is deleted from our servers – first from our servers and then, after two weeks later, from any back-up server. If information was not deleted by the school or the district before the subscription expired, we retain such information for a limited period of six months after expiration.

Student classroom accounts and the student identifiable information within them are automatically deleted after two years of inactivity - first from our server and then, two weeks later, from any back-up server. At that point it cannot be restored. Students that are no longer at the school and removed by the admin, are deleted after 7 days.

Teacher accounts will be deleted after one year of inactivity.

If your jurisdiction requires the deletion of student data within a shorter time period, or upon immediate termination of the subscription, you are required to delete such data using the Administrator dashboard as mentioned above or contact us for assistance at **[legal@brainpop.com \(mailto:legal@brainpop.com\)](mailto:legal@brainpop.com)**.

Districts and schools may request copies of their student personal information (which includes an CSV template file of names, classes and quiz scores), which shall be provided within four (4) weeks of the written request.

Individual accounts created on the BrainPOP Home subscription will automatically be deleted after three (3) months after the expiration of the subscription.

We will retain, use and share anonymous or aggregate and de-identified information for lawfully permissible purposes, including developing and improving educational products and services, educational research purposes, evaluating, informing and demonstrating the effectiveness and efficacy of our products and services.

How We Share Your Information

We may provide Personally Identifiable Information to our partners, business affiliates, and third party service providers who work for BrainPOP and operate some of its functionalities. These may include hosting, streaming, credit card processing services and companies that provide marketing emails on our behalf. A current list of these third parties service providers is available to our subscribers upon request through **[privacy@brainpop.com \(mailto:privacy@brainpop.com\)](mailto:privacy@brainpop.com)**. These third parties service providers are bound contractually to practice commercially reasonable security measures and to use your Personally Identifiable Information solely as it pertains to the provision of their services. They do not have the independent right to share your Personally Identifiable Information or use it for any unrelated purposes.

We reserve the right to disclose personally identifiable information if we are required to do so by law, or if we believe that disclosure is necessary to protect our rights, protect your safety or others' safety, investigate fraud, and/or comply with a judicial proceeding, court order, subpoena, or legal process.

We also reserve the right to transfer your Personally Identifiable Information in case of a corporate restructuring (such as a merger, acquisition or other disposition of our business), as long as the receiving entity adopts this Privacy Policy regarding your information.

We may share teachers', administrators' and parents' email addresses collected when registering to free trials with third parties business partners for marketing purposes when the individual has opted in to receive such communication. You may opt out of promotional messaging at any time as described in the Opt Out section below.

Security

We strive to maintain security policies and procedures that are designed to protect your information.

Our servers are located in a secured, locked, and monitored environment to prevent unauthorized entry or theft, and are protected by a firewall. The servers are located in a data center in the United States and backed up daily to a secure, U.S.-based, off-site data center.

We apply a Secure Sockets Layer (SSL or HTTPS) encrypting technology to encrypt data in transit between the server and the browser remains encrypted. We also encrypt the data at rest.

Governance policies and access controls are in place to ensure that the information of each district, school, or other subscriber is separated, and all subscribers can only access their own data.

Only limited BrainPOP personnel have access to the database, and personnel only access it when necessary to provide services. Personnel with access to Student Records pass criminal or other background checks and undergo periodic privacy training.

We follow standardized and documented procedures for coding, configuration management, patch installation, and change management for all applicable servers, and we have a third party audit our practices at least once a year.

While we strive to maintain industry-standard privacy and security practices, it should be noted that no industry system is fail proof, and we are not responsible for security incidents not reasonably foreseeable or reasonably within our control. In the event of unauthorized access to Personally Identifiable Information, we will notify the affected subscriber(s) in accordance with applicable law, and as appropriate, coordinate with the subscriber to support notification of affected individuals, students, and families.

Links To Third Party Sites

While using our Services, you may be referred to or linked from or to third party sites, such as educational partners whose games are included on our GameUp® portal. While we contractually require our third parties partners to adhere to our privacy policies, you should keep in mind that once you leave BrainPOP and visit a third party site, our privacy policy is no longer in effect. We are not responsible for information, content, terms of use, or privacy policies on these other sites. By browsing and interacting with any other website, you are subject to that website's own rules and policies. Please read those rules and policies carefully before proceeding. Please also keep in mind that you do have the option to block third party links. To do so, please contact our support team at **privacy@brainpop.com** (**<mailto:privacy@brainpop.com>**).

Social Networks:

Adult facing pages within our Services contain social network sharing plug ins or widgets. These plugins may provide information to their associated social networks or third-parties about your interactions with our web pages that you visit, even if you do not click on or otherwise interact with the plug-in or widget. Information is transmitted from your browser and may include an identifier assigned by the social network or third party, information about your browser type, operating system, device type, IP address, and the URL of the web page where widget appears. If you use social network tools or visit social networking websites, you should read their privacy disclosures, to learn what information they collect, use, and share. We are not responsible for information, content, terms of use, or privacy policies at these social networks or third party sites.

Opt Out

If you have subscribed to receive marketing messaging from us, or if you receive an unwanted email from us, you can opt-out of receiving future emails by clicking the opt-out link in the email or alternatively by sending an email to **legal@brainpop.com** (**mailto:legal@brainpop.com**), with “Opt out” in the subject line. We will process your request within a reasonable time after receipt. Note that you will continue to receive operational emails regarding the products or services you are subscribed to.

For California Residents

As a California resident, you have certain rights regarding your personal information. These rights include:

- **Right to Know and Access Information:** You may request access to the personal information we maintain about you in the ordinary course of business. This may include what personal information we collect, use, or disclose about you. We may not fulfill some or all of your request to access as permitted by applicable law.

- **Right to Deletion:** You may request that we delete your personal information. Depending on the scope of your request, we may refrain from granting your request, as permitted by applicable law. For example, we may be legally required to retain your information in our business records.
- **Right to Opt Out of the Sale of Your Personal Information:** California law considers certain uses of personal information, such as sharing your personal information with a third party in order to serve ads to you to be a “sale.” We do not sell personal information of children or students. However we do engage in some marketing behavior with data from adults that would be considered a “sale” under California law. You may request to opt-out of that use of your information by using the methods provided below or via **this form. (<mailto:legal@brainpop.com?subject=Do Not Sell My Info>)**

In order to prevent unauthorized access to your information, we are required by law to verify your identity before we may address your request.

To Exercise Your Rights

BrainPOP is used in schools at the direction of our Customers. In addition, we are obligated under FERPA to remain under the direct control of our Customers with respect to our use and maintenance of student personal information that is part of the education record. As such, if you use BrainPOP through a school account and wish to exercise your rights in respect to student personal information, please contact your education institution and we will work with them to facilitate your request.

All other BrainPOP users and visitors may exercise these rights by:

- Calling us at Toll free phone number: 866-54-BRAIN (866-542-7246)
- Emailing us at **legal@brainpop.com** (<mailto:legal@brainpop.com>)
- Visiting **<https://educators.brainpop.com/contact-us/contact-legal/>**
(<https://educators.brainpop.com/contact-us/contact-legal/>)

- Or mailing us at BrainPOP, Attn: Legal Department, 71 W 23rd Street, 17th Floor, New York, NY 10010.

Your exercise of the above rights is subject to certain exemptions to safeguard the public interest and our interests. Requests to exercise these rights may be granted in whole, in part, or not at all, depending on the scope and nature of the request and applicable law. Where required by applicable law, we will notify you if and why we are unable to fulfill your request.

Non-discrimination: We shall not discriminate or otherwise penalize anyone for exercising their rights.

Categories of Personal information we collect	<ul style="list-style-type: none">• Identifiers such as a real name, unique personal identifier, online identifier, Internet Protocol address, email address, billing address, and phone number. Your name, address, phone number and billing information may also considered personal information under subdivision (e) of California Business and Professions Code Section 1798.80• Internet or other electronic network activity information regarding your interaction with BrainPOP• Geolocation information in the form of your country• Education information, defined as information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act (20 U.S.C. section 1232g, 34 C.F.R. Part 99). <p>For adult users, we also collect:</p> <ul style="list-style-type: none">• Commercial information, including records of products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.• Internet or other electronic network activity information, including, but not limited to, browsing history, search history, and information regarding a consumer's interaction with an Internet Web site, application, or advertisement.
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Categories of sources from which the Personal Information is collected	<ul style="list-style-type: none">• We collect Personal Information directly from the Customer, teacher and from student users.• We also collect Personal Information about adult users and customer prospects from third parties' education market information and databases, for example databases of school contacts.• We collect this information directly from you, from our business partners and affiliates, from your browser or device when you visit our websites, or from third parties that you permit to share information with us.
Business or commercial purpose for collecting or selling Personal Information	<p>We collect your Personal Information to provide the services and for the following business purposes:</p> <ul style="list-style-type: none">• Performing services in accordance with our contract with the Customer and the terms of use including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, and processing payments.• Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, and prosecuting those responsible for that activity.• Debugging to identify and repair errors that impair existing intended functionality.• Sending you product communications.

Categories of third parties with whom we share Personal Information	<p>We share personal information with service providers who support us in delivering the Services as described above.</p> <p>For our adult users, we also share personal information with "third parties" as the term is defined in CCPA for targeted marketing purposes.</p>
Specific pieces of Personal Information we have collected	<p>Education Products Subscribers:</p> <p>Administrators, educators and parents: full name, email address, phone number, username, password, school, school address (or home if parents), classes associated with the account, IP address, and unique identifier for certain single sign on services login integrations</p> <p>Students: full name, username, password, school and classes associated with the account, graduation year/grade, voice recording (if using Make-a-Movie recording feature), IP address, and email and unique identifier for certain single sign on services login integrations</p> <p>Connecting with BrainPOP: name, email address, other contact information, IP address</p> <p>Website visitors: IP address, pseudonymous end user identifiers</p>

Authorized Agent: California residents may use an authorized agent on their behalf to exercise a privacy right discussed above. If you are an authorized agent acting on behalf of a California resident to communicate with us or to exercise a privacy right discussed above, you must be able to demonstrate that you have the requisite authorization to act on behalf of the resident and have sufficient access to their laptop, desktop, or mobile device to exercise these rights digitally. If you are an authorized agent trying to exercise rights on behalf of a BrainPOP user, please contact the user's school or district with supporting verification information, which includes a valid Power of Attorney in the State of California, proof that you have access to the user's device, and proof of your own identity.

Using BrainPOP® Outside The US

If you are using the Services outside the United States, you consent to having your information and data transferred to the United States. If you are in any jurisdiction with laws or regulations governing internet use, including collection, use, and disclosure of personal data, different from those of the United States, you may only use the Services in a manner that is lawful in your jurisdiction. If your use of the Services may be unlawful in your jurisdiction, please do not use them. If your use of the individual accounts may be unlawful in your jurisdiction, please do not use it.

Please note that BrainPOP complies and requires its users to comply with U.S. sanctions and export control restrictions. You agree not to use our Services in any country or jurisdiction subject to US comprehensive sanctions, including but not limited to, Cuba, Iran, North Korea, Syria, Iran, Venezuela, and the Donetsk, Luhansk, and Crimea regions of Ukraine, without written approval from BrainPOP. You further agree that you are not subject to any sanction, restriction or prohibition that has been imposed by the United States or any other applicable jurisdiction.

Using BrainPOP® From The EU

BrainPOP processes your information in one of two capacities, either: (i) as a Data Controller for our own internal business operations, such as sales, marketing, administration etc., or (ii) as a Data Processor when carrying out our Services for our school customers using individual accounts.

As a Data Controller, BrainPOP processes your personal data, in accordance with applicable law, for the following purposes:

- a. track your interaction with our emails we send, so we can see if they are working as intended;
- b. sending you marketing communications/placing marketing calls, in order to keep you informed of our products and services, which we consider may be of interest to you;
- c. to comply with applicable law, for example, in response to a request from a court or regulatory body, where such request is made in accordance with the law; and
- d. where necessary for the establishment, exercise or defence of legal claims, whether in court proceedings or in an administrative or out-of-court procedure; and
- e. offer our goods to you in a personalized way, for example, we may provide suggestions based on your personal data to enable you to identify suitable goods and services.

The bases for processing of your personal data for the purposes described above will include:

- you provided us with your consent;
- for BrainPOP's legitimate business interests as outlined in paragraphs a., b. (where this does not include B2C email or phone marketing communications), d. and e. above; or
- for compliance with a legal or statutory obligation to which BrainPOP is subject.

Your personal data will be retained as long as is reasonably necessary for the purposes listed above or as required by applicable local law. Retention periods can vary based on the type of information and how it is used.

What Are Your Rights Under the GDPR?

Parents/guardians of children using BrainPOP through a school account should contact their school to exercise their rights and we will work with the parent/guardian and school together to facilitate those requests.

When we are operating as a Controller, we provide you with certain rights related to your personal data. To exercise your rights, please contact us at **accessrequests@brainpop.com** (**<mailto:accessrequests@brainpop.com>**). We will respond to your request within a reasonable time frame.

Please note that the rules in your country may provide you with additional rights or may limit the rights noted below. In all cases, we will comply with the applicable laws.

Right of access

You may have the right to obtain confirmation about whether or we process your personal data, and when we do, to request access to that personal data. The access information includes the purposes of processing, the categories of personal data involved, and the recipients or categories of recipients to whom the personal data have been or will be disclosed. However, this is not an absolute right and the interests of other individuals may restrict your right of access.

You may have the right to obtain a copy of the personal data undergoing processing. For further copies requested by you, we may charge a reasonable fee based on administrative costs.

Right to rectification

You may have the right to rectify inaccurate personal data concerning you. Depending on the purposes of the processing, you may have the right to have incomplete personal data completed, including by means of providing a supplementary statement.

Right to erasure

Under certain circumstances, you may have the right to obtain from us the erasure of personal data concerning you and we may be obliged to erase that personal data.

Right to restriction of processing

Under certain circumstances, you may have the right to restrict processing your personal data. In this case, the respective data will be marked and may only be processed by us for certain purposes.

Right to data portability

Under certain circumstances, you may have the right to receive the personal data concerning you, which you have provided to us, in a structured, commonly used and machine-readable format and you may have the right to transmit those data to another entity without hindrance from us.

Right to object

Under certain circumstances, you may have the right to object, on grounds relating to your particular situation, or where Personal Data are processed for direct marketing purposes at any time to the processing of your Personal Data by us and we can be required to no longer process your Personal Data.

Moreover, if your Personal Data is processed for direct marketing purposes, you have the right to object at any time to the processing of Personal Data concerning you for such marketing, which includes profiling to the extent that it is related to such direct marketing. In this case your Personal Data will no longer be processed for such purposes by us.

If you have concerns or complaints you may have a right to lodge a complaint with a supervisory authority.

Since BrainPOP transfers, stores and processes EU customers' information outside of the EU, into the U.S., such transfers are based on the Standard Contractual Clauses ("SCC") as set forth under GDPR regarding the collection, use, and retention of personal information from European Union, Switzerland, and the United Kingdom to the United States. To request execution of the SCC Agreement, please contact us at **privacy@brainpop.com (mailto:privacy@brainpop.com)**. For information on the different purposes for which personal data are processed with the categories of personal data and the legal grounds for which they are done, please review the table in previous section of this Privacy Policy.

Using BrainPOP® From Australia

We encourage schools in Australia to use our privacy notice (**https://www.brainpop.com/about/australia_notice** (**https://www.brainpop.com/about/australia_notice**)) to inform parents/guardians of our products and practices. This notice conforms to the notice requirements under the Australian Privacy Principles (APPs) 8 – cross-border disclosure of personal information.

Privacy question? If you have any questions, comments or complaints about our collection, use or disclosure of your information, or if you believe that we have not complied with this privacy policy or the Privacy Act 1988 (Cth), you can contact us at **accessrequests@brainpop.com (mailto:accessrequests@brainpop.com)**. If you are not satisfied with the outcome of our assessment of your complaint, you may wish to contact the Office of the Australian Information Commissioner.

Changes To Our Privacy Policy

Changes to this policy or any of the pages linked in this policy may be required in order to address changing technology and threats, changing laws, or as we release new or amended services. Should we make material changes to this Privacy Policy, we will

provide notice and request your consent. In the event of any non-material changes, we will provide prominent notice as required by law. Posting the modified privacy policy on our Services and providing notice as stated above will give effect to the revised Privacy Policy. Your continued use of the Services constitutes your acceptance of any revised Privacy Policy. If you do not agree to the revised Privacy Policy, please refrain from using the Services and/or leave this website(s) or app(s).

Contact Information

If you have any questions or concerns about this Privacy Policy, please contact us by either:

- Email at **privacy@brainpop.com** (<mailto:privacy@brainpop.com>)
- Mail at BrainPOP, Attn: Legal Department, 71 W 23rd Street, 17th Floor, New York, NY 10010.
- Toll free phone number: 866-54-BRAIN (866-542-7246)
- Message through **here** (<https://educators.brainpop.com/contact-us/contact-legal/>)

If you wish to report a security breach, please contact us at **security@brainpop.com** (<mailto:security@brainpop.com>).

Please click on this link to view the previous version of our Privacy Policy, in effect before July 21, 2024. (https://www.brainpop.com/about/privacy_policy_june2024)

Translations

The Privacy Policy is also available in **Spanish** (<https://esp.brainpop.com/nosotros/politicadeprivacidad/>) and **French** (https://fr.brainpop.com/about/politique_confidentialité/). Please note that the English version shall prevail in the case of any conflict between them.

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Site Map (<https://www.brainpop.com/site-map/>) | **Do Not Sell My Personal Information**

Privacy Policy

- We design and operate our technology and services with our users' protection and privacy in mind, and we make every effort to be transparent in our data collection and use practices.
- Our flagship education products include individual accounts that enable schools and parents to keep track of individual student learning and maintain control over their student data.
- We do not use student or children's personal information for advertising purposes, including targeted advertising.
- We do not rent or sell student data.
- BrainPOP uses industry standard protocol to ensure that student data is encrypted and transmitted securely from end to end and at rest.
- We limit the data collected from students or children to only that which is necessary to meet the educational purposes of BrainPOP.
- We do not collect sensitive data like biometric or health data.
- Students cannot interact with other users outside their school, classroom or family account. The product is not intended and does not allow for social interactions between students.
- Districts, schools and homeschools are able to delete student personally identifiable information at any time.
- We are proud supporters of the **K-12 School Service Provider Pledge to Safeguard Student Privacy**. (<https://studentprivacypledge.org/privacy-pledge/>)

- We provide prominent notice to users and send out email notices to customers before making any material changes to our Privacy Policy.
- BrainPOP complies with the Children's Online Privacy Protection Act (COPPA).
- BrainPOP agrees to operate as a school official as the term is used in the Family Educational Rights and Privacy Act (FERPA), and operates at the direct control of our school and district customers with respect to our use and handling of their student records.

Privacy Questions? If you have questions or complaints regarding our privacy policy or practices, please contact us at privacy@brainpop.com (<mailto:privacy@brainpop.com>).

Privacy Policy

Last updated July 21, 2024.

This privacy policy applies to all the BrainPOP and its affiliates (“BrainPOP”) owned and operated websites, professional learning services, and mobile applications (which we collectively refer to as “Services”). By accessing or using our Services, you agree to the terms of this Privacy Policy.

Definitions

For purposes of this policy, we will use the following definitions:

Personally identifiable information (PII) is information that can identify a user of the Services, including his or her e-mail, name, and address. It also includes PII combined with non-PII.

De-identified information is information from which personally identifiable components have been removed and a reasonable determination made that an individual is not identifiable.

Student Records are records that are directly related to a student and maintained by BrainPOP on behalf of a school or district subscriber.

What Type Of Information Do We Collect And Why?

Education Product Subscribers:

Information collected during the subscription process: During the registration process for any of our subscriptions, we ask the subscriber to provide us with a name, email address, school or district affiliation (when applicable), phone number, and billing information. We may also ask you to provide username and password. We use the information to create and service the account, fulfill the subscription and send you service-related announcements. For instance, we may send emails about routine maintenance, new feature launches or product recommendations related to your subscription. We may also use this contact information to request feedback on our products and services, to inform future customer service and product improvements. If you are registering for a free trial, we will use the information to create a free trial account and to send occasional promotional emails and other marketing campaigns. You may opt out of promotional email messaging at any time as described in the Opt Out section below.

BrainPOP At Schools:

Whether engaging with BrainPOP through a free trial or a paid subscription, schools or districts are required to appoint an administrator (“Administrator”), who is authorized by the school or the district to be responsible for the Students Records.

Each school or district Administrator has access to a dashboard that allows them to create, update, review, modify and delete individual accounts, and monitor logins within the individual accounts.

To create the teacher accounts, we require a full name, email address, class name, and a password security question. We also use the email address to send product updates and use recommendations, password recovery information, effectiveness and efficacy data, invitations to participate in surveys and research and more (messaging may not be available in all jurisdictions). An unsubscribe option is included in promotional messaging.

If a school or district uses and accesses individual accounts through any of the single sign on services that we support, we collect the information we use for the individual accounts function from the third party integrated service.

Students:

Students accounts can be created by the school, the district, or by the teachers, or the teacher can invite the students to create the accounts using a class code provided by the teacher. We collect students' full name, class, graduation year/grade, username, password and may collect student school email addresses and other teacher and student unique identifiers for certain single sign on services login integrations. Students will be able to store their activities, quizzes, answers, movies and other projects they've created and correspondences with their teachers within their individual accounts. We collect student's voice-recording if they use the recording feature in Make-a-Movie® and we use students' answers in certain AI based features (to learn about our AI features, see section below). Students cannot interact with other users outside their school or classroom subscription. Students' PII is not posted publicly. Student emails shall only be used for the purposes of providing login integration. We will not send emails to students, for any reason.

BrainPOP At Home:

To create a family subscription for home use, parents or legal guardians are asked to provide their full name, email address and other minimally required personal information.

For family subscriptions that permit individual accounts, we also ask parents or guardians for their children's name (first or full name, depending on product), graduation year/grade, username, password and security question(s), an avatar image, when applicable. We use this information to create the individual child accounts. Some of the family subscriptions allow children to store their activities, quizzes, movies and other projects they created, and badges or goals they have achieved, and the Homeschool subscription allows for children to correspond with the parent/guardian within the Services. Children cannot interact with other users outside their family or homeschool subscription. Children PII is not posted publicly.

Parents or guardians subscribing to the family products will receive occasional emails with information about usage of the accounts, new features, product use recommendations, effectiveness and efficacy testing, backup schedules, survey and research participation invitation and more. An opt-out will be included at the bottom of promotional messaging.

Children Under Age 13:

In compliance with the Children's Online Privacy Protection Act (COPPA), BrainPOP does not collect personally identifiable information from children under 13, without a parent or guardian's consent, or that of a school if applicable. Parents and guardians of children under 13 who use any of the BrainPOP products have certain rights under COPPA and BrainPOP recognizes those rights. At any time, parents/guardians using a home product may request to review the personal information we collected from their child, request that we make no further use of that information or request that we delete it. To exercise your right to delete information, please use the contact information below. Parents/guardians of children using BrainPOP through a school account should contact their school to exercise their rights and we will work with the parent/guardian and school together to facilitate those requests.

A child's participation or access to an activity on BrainPOP cannot be conditioned on him or her providing more personal information than is reasonably necessary for that activity.

Connecting With BrainPOP:

Contact information for newsletter and surveys: On pages like our homepage, our Blog, BrainPOP Educators®, and other adult-facing pages of our Services, including pages that do not require log in, adult users may choose to sign up for newsletters, promotional offerings, or participation in surveys, all of which require contact information. The submitted contact information will be used for promotional purposes, and you may opt-out at any time. An opt-out link or instructions on how to opt-out will be included at the bottom of such messages. Registration for newsletters, promotional offerings, and surveys participation are not intended for minors.

Information we collect when you contact us: When you send us messages through our system or by email or through other online platforms, we collect the information you provide, including your message and any contact information you include. We use and retain such information to respond to your request, facilitate support to you in the future and to optimize our support services. We will respond once to messages from children under age 13 and then we delete those messages and any personally identifiable information contained in them.

Feedback: Certain features we offer include an option to provide us with feedback. The feedback feature does not identify the user submitting it. If we receive personally identifiable information through a feedback form we take steps to immediately delete that information. We reserve the right to use feedback for any purpose with no obligation to you.

Applying for a job: all resumes submitted by applicants through our website are submitted through BambooHR. We will only use the information for the application process and in accordance with any other privacy notice on the page in which you enter the job posting.

Information Collected Automatically

We automatically receive and record information on our server logs from a user's browser. This may include the IP address, pages of BrainPOP visited, the time spent on those pages, and access times and dates. We use this information to better display our Services, maintain a user's session, identify the country the user is located in, monitor, analyze use of and administer BrainPOP, and to better tailor it to your needs. We may also use this information to serve advertising to adult users.

To collect this information, we use technological tools including:

Cookies. A cookie is a small data file sent from a website or application and stored on your computer or device. Cookies allow us to recognize your browser when you return to BrainPOP, remember your login information, enable access to paid content and monitor potential account misuse. Cookies also allow us to better understand how you interact with BrainPOP and to monitor aggregated usage. You can set your browser to detect some cookies, to stop accepting cookies or to prompt you before accepting a cookie. Disabling our cookies will prevent access to paid content and limit some of the functionalities within our Services. To learn more about browser cookies, including how to manage or delete them, look in the Tools, Help or similar section of your web browser, or visit **allaboutcookies.org** (<http://www.allaboutcookies.org>).

Pixel Tags. A pixel tag (also known as a "clear GIF" or "web beacon") is a tiny image – typically just one-pixel – that we place in our marketing emails, newsletters, promotional offerings and surveys. We use pixel tags and line tracking to analyze the effectiveness of our marketing campaigns.

We use Google Analytics to assist us in collecting and assessing automatically collected information. For more information about Google Analytics, see **Google Analytics Terms of Service** (<https://policies.google.com/terms>) and the **Google Privacy Policy** (<https://policies.google.com/privacy>). You can prevent Google Analytics from collecting

information about you and recognizing you on return visits to our Services by disabling cookies on your browser or by installing the Google Analytics opt-out plug in. Note that we are not responsible for Google's opt-out tools.

By using our Services, you agree to our use of these tracking technologies.

We do not track users across unaffiliated sites and services, however, when you use the Internet, unaffiliated parties such as ad networks, web analytics companies and social networking platforms may collect information about your online activities over time and across our and other websites. This information may be used to provide advertisements for products and services that may interest you, and those companies may use cookies, clear GIFs and other tracking technologies.

In addition, we and our third party partners may use tracking technologies to deliver targeted advertisements and marketing messages to adult users on our or unaffiliated websites and online services. We also occasionally source information about groups of adults to generate a "lookalike audience" or similar audience of prospective customers through advertising platforms. This allows us to target prospective customers with advertisements on their networks who appear to have shared interests or similar demographics to our existing customers, based on the platforms' own data. We do not have access to the identity of anybody in the lookalike audience, unless they choose to click on the ads, and this information is only used for customer prospecting.

To learn about interest-based advertising, "lookalike audiences" and how you can opt-out of these features, you may wish to visit the Network Advertising Initiative's online resources, at **<http://www.networkadvertising.org/choices>** (**<http://www.networkadvertising.org/choices>**), and/or the Digital Advertising Alliance (DAA) resources at **<http://www.aboutads.info/choices>** (**<http://www.aboutads.info/choices>**). Note that if you wish to opt out, you will need to do so separately for each of your devices and for each web browser you use. You may also manage certain advertising cookies by visiting the EU-based Your Online Choices at

<http://www.youronlinechoices.eu/> (<http://www.youronlinechoices.eu/>). You may also be able to limit interest-based advertising through the settings on your mobile device by selecting “limit ad tracking” (iOS) or “opt-out of interest based ads” (Android). You may also be able to opt-out of some – but not all – interest-based ads served by mobile ad networks by visiting **<http://youradchoices.com/appchoices>** (**<http://youradchoices.com/appchoices>**) and downloading the mobile AppChoices app.

We also subscribe to various third parties’ education market information and databases, for example databases of school contacts. We use this data to learn about the industry we serve, to improve our services and for direct marketing. Some third-parties may provide us pseudonymized information about you (such as demographic information or sites where you have been shown ads) from offline and online sources that we may use to provide you more relevant and useful advertising.

Push notifications on mobile apps: Our adult users have the option to accept push notifications. If push notifications are accepted, we will store your previously provided name and email address in the push notification token. If you choose to receive push notifications, we will need to collect certain information about your device - such as operating system and user identification information - in order to ensure they are delivered properly. We also collect the user time zone, which is set on the device, to ensure that we send notifications at an appropriate time of the day. We do not combine this information with other PII. You may turn push notifications off at any time using your device controls.

How We Use Artificial Intelligence (AI)

BrainPOP Science® users have access to our Claims, Evidence, Reasoning (CER) model AI-assisted grading tool (“AI Grading Tool”). The AI Grading Tool uses a custom AI model to analyze student responses on CER assignments. It provides scoring suggestions and explanations to help you, the teacher, assess student work more efficiently.

We actively develop our AI features to be ethical and transparent, ensuring responsible use for everyone. The AI Grading Tool provides suggested scores and feedback based on the CER rubric. However, teachers have full control and can always modify or override AI-generated results. Students only see teacher-approved final scores. We never share Personally Identifiable student data or use Student Records to train any third-party AI models. We use Google's Vertex AI within a highly secure environment to protect student data. The AI Grading Tool only analyzes student responses for scoring purposes. We may use de-identified or aggregated student data to make the AI Grading Tool more accurate and helpful in the future.

Opt-Out Option: Teachers can hide the AI Grading Tool on their accounts if they do not want the input from the AI Grading Tool. For complete disabling of the feature and use of Students Records, please contact **legal@brainpop.com (mailto:legal@brainpop.com)** or use the setting to opt out if available (note: we will add a settings option for Administrators in future updates).

We encourage teachers to provide us feedback on the AI Grading Tool. We'll use this to guide future improvements.

How Long We Retain Personal Information:

Districts, schools and homeschools are able to delete student personally identifiable information at any time and in real time using the Administrator dashboard as mentioned above. Once that information is deleted, it is deleted from our servers – first from our servers and then, after two weeks later, from any back-up server. If information was not deleted by the school or the district before the subscription expired, we retain such information for a limited period of six months after expiration.

Student classroom accounts and the student identifiable information within them are automatically deleted after two years of inactivity - first from our server and then, two weeks later, from any back-up server. At that point it cannot be restored. Students that are no longer at the school and removed by the admin, are deleted after 7 days.

Teacher accounts will be deleted after one year of inactivity.

If your jurisdiction requires the deletion of student data within a shorter time period, or upon immediate termination of the subscription, you are required to delete such data using the Administrator dashboard as mentioned above or contact us for assistance at **[legal@brainpop.com \(mailto:legal@brainpop.com\)](mailto:legal@brainpop.com)**.

Districts and schools may request copies of their student personal information (which includes an CSV template file of names, classes and quiz scores), which shall be provided within four (4) weeks of the written request.

Individual accounts created on the BrainPOP Home subscription will automatically be deleted after three (3) months after the expiration of the subscription.

We will retain, use and share anonymous or aggregate and de-identified information for lawfully permissible purposes, including developing and improving educational products and services, educational research purposes, evaluating, informing and demonstrating the effectiveness and efficacy of our products and services.

How We Share Your Information

We may provide Personally Identifiable Information to our partners, business affiliates, and third party service providers who work for BrainPOP and operate some of its functionalities. These may include hosting, streaming, credit card processing services and companies that provide marketing emails on our behalf. A current list of these third parties service providers is available to our subscribers upon request through **[privacy@brainpop.com \(mailto:privacy@brainpop.com\)](mailto:privacy@brainpop.com)**. These third parties service providers are bound contractually to practice commercially reasonable security measures and to use your Personally Identifiable Information solely as it pertains to the provision of their services. They do not have the independent right to share your Personally Identifiable Information or use it for any unrelated purposes.

We reserve the right to disclose personally identifiable information if we are required to do so by law, or if we believe that disclosure is necessary to protect our rights, protect your safety or others' safety, investigate fraud, and/or comply with a judicial proceeding, court order, subpoena, or legal process.

We also reserve the right to transfer your Personally Identifiable Information in case of a corporate restructuring (such as a merger, acquisition or other disposition of our business), as long as the receiving entity adopts this Privacy Policy regarding your information.

We may share teachers', administrators' and parents' email addresses collected when registering to free trials with third parties business partners for marketing purposes when the individual has opted in to receive such communication. You may opt out of promotional messaging at any time as described in the Opt Out section below.

Security

We strive to maintain security policies and procedures that are designed to protect your information.

Our servers are located in a secured, locked, and monitored environment to prevent unauthorized entry or theft, and are protected by a firewall. The servers are located in a data center in the United States and backed up daily to a secure, U.S.-based, off-site data center.

We apply a Secure Sockets Layer (SSL or HTTPS) encrypting technology to encrypt data in transit between the server and the browser remains encrypted. We also encrypt the data at rest.

Governance policies and access controls are in place to ensure that the information of each district, school, or other subscriber is separated, and all subscribers can only access their own data.

Only limited BrainPOP personnel have access to the database, and personnel only access it when necessary to provide services. Personnel with access to Student Records pass criminal or other background checks and undergo periodic privacy training.

We follow standardized and documented procedures for coding, configuration management, patch installation, and change management for all applicable servers, and we have a third party audit our practices at least once a year.

While we strive to maintain industry-standard privacy and security practices, it should be noted that no industry system is fail proof, and we are not responsible for security incidents not reasonably foreseeable or reasonably within our control. In the event of unauthorized access to Personally Identifiable Information, we will notify the affected subscriber(s) in accordance with applicable law, and as appropriate, coordinate with the subscriber to support notification of affected individuals, students, and families.

Links To Third Party Sites

While using our Services, you may be referred to or linked from or to third party sites, such as educational partners whose games are included on our GameUp® portal. While we contractually require our third parties partners to adhere to our privacy policies, you should keep in mind that once you leave BrainPOP and visit a third party site, our privacy policy is no longer in effect. We are not responsible for information, content, terms of use, or privacy policies on these other sites. By browsing and interacting with any other website, you are subject to that website's own rules and policies. Please read those rules and policies carefully before proceeding. Please also keep in mind that you do have the option to block third party links. To do so, please contact our support team at **privacy@brainpop.com** (**<mailto:privacy@brainpop.com>**).

Social Networks:

Adult facing pages within our Services contain social network sharing plug ins or widgets. These plugins may provide information to their associated social networks or third-parties about your interactions with our web pages that you visit, even if you do not click on or otherwise interact with the plug-in or widget. Information is transmitted from your browser and may include an identifier assigned by the social network or third party, information about your browser type, operating system, device type, IP address, and the URL of the web page where widget appears. If you use social network tools or visit social networking websites, you should read their privacy disclosures, to learn what information they collect, use, and share. We are not responsible for information, content, terms of use, or privacy policies at these social networks or third party sites.

Opt Out

If you have subscribed to receive marketing messaging from us, or if you receive an unwanted email from us, you can opt-out of receiving future emails by clicking the opt-out link in the email or alternatively by sending an email to **legal@brainpop.com** (**mailto:legal@brainpop.com**), with “Opt out” in the subject line. We will process your request within a reasonable time after receipt. Note that you will continue to receive operational emails regarding the products or services you are subscribed to.

For California Residents

As a California resident, you have certain rights regarding your personal information. These rights include:

- **Right to Know and Access Information:** You may request access to the personal information we maintain about you in the ordinary course of business. This may include what personal information we collect, use, or disclose about you. We may not fulfill some or all of your request to access as permitted by applicable law.

- **Right to Deletion:** You may request that we delete your personal information. Depending on the scope of your request, we may refrain from granting your request, as permitted by applicable law. For example, we may be legally required to retain your information in our business records.
- **Right to Opt Out of the Sale of Your Personal Information:** California law considers certain uses of personal information, such as sharing your personal information with a third party in order to serve ads to you to be a “sale.” We do not sell personal information of children or students. However we do engage in some marketing behavior with data from adults that would be considered a “sale” under California law. You may request to opt-out of that use of your information by using the methods provided below or via **this form. (mailto:legal@brainpop.com?subject=Do Not Sell My Info)**

In order to prevent unauthorized access to your information, we are required by law to verify your identity before we may address your request.

To Exercise Your Rights

BrainPOP is used in schools at the direction of our Customers. In addition, we are obligated under FERPA to remain under the direct control of our Customers with respect to our use and maintenance of student personal information that is part of the education record. As such, if you use BrainPOP through a school account and wish to exercise your rights in respect to student personal information, please contact your education institution and we will work with them to facilitate your request.

All other BrainPOP users and visitors may exercise these rights by:

- Calling us at Toll free phone number: 866-54-BRAIN (866-542-7246)
- Emailing us at **legal@brainpop.com (mailto:legal@brainpop.com)**
- Visiting **<https://educators.brainpop.com/contact-us/contact-legal/>**
(<https://educators.brainpop.com/contact-us/contact-legal/>)

- Or mailing us at BrainPOP, Attn: Legal Department, 71 W 23rd Street, 17th Floor, New York, NY 10010.

Your exercise of the above rights is subject to certain exemptions to safeguard the public interest and our interests. Requests to exercise these rights may be granted in whole, in part, or not at all, depending on the scope and nature of the request and applicable law. Where required by applicable law, we will notify you if and why we are unable to fulfill your request.

Non-discrimination: We shall not discriminate or otherwise penalize anyone for exercising their rights.

<p>Categories of Personal information we collect</p>	<ul style="list-style-type: none">• Identifiers such as a real name, unique personal identifier, online identifier, Internet Protocol address, email address, billing address, and phone number. Your name, address, phone number and billing information may also considered personal information under subdivision (e) of California Business and Professions Code Section 1798.80• Internet or other electronic network activity information regarding your interaction with BrainPOP• Geolocation information in the form of your country• Education information, defined as information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act (20 U.S.C. section 1232g, 34 C.F.R. Part 99). <p>For adult users, we also collect:</p> <ul style="list-style-type: none">• Commercial information, including records of products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.• Internet or other electronic network activity information, including, but not limited to, browsing history, search history, and information regarding a consumer's interaction with an Internet Web site, application, or advertisement.
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Categories of sources from which the Personal Information is collected	<ul style="list-style-type: none">• We collect Personal Information directly from the Customer, teacher and from student users.• We also collect Personal Information about adult users and customer prospects from third parties' education market information and databases, for example databases of school contacts.• We collect this information directly from you, from our business partners and affiliates, from your browser or device when you visit our websites, or from third parties that you permit to share information with us.
Business or commercial purpose for collecting or selling Personal Information	<p>We collect your Personal Information to provide the services and for the following business purposes:</p> <ul style="list-style-type: none">• Performing services in accordance with our contract with the Customer and the terms of use including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, and processing payments.• Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, and prosecuting those responsible for that activity.• Debugging to identify and repair errors that impair existing intended functionality.• Sending you product communications.

Categories of third parties with whom we share Personal Information	<p>We share personal information with service providers who support us in delivering the Services as described above.</p> <p>For our adult users, we also share personal information with "third parties" as the term is defined in CCPA for targeted marketing purposes.</p>
Specific pieces of Personal Information we have collected	<p>Education Products Subscribers:</p> <p>Administrators, educators and parents: full name, email address, phone number, username, password, school, school address (or home if parents), classes associated with the account, IP address, and unique identifier for certain single sign on services login integrations</p> <p>Students: full name, username, password, school and classes associated with the account, graduation year/grade, voice recording (if using Make-a-Movie recording feature), IP address, and email and unique identifier for certain single sign on services login integrations</p> <p>Connecting with BrainPOP: name, email address, other contact information, IP address</p> <p>Website visitors: IP address, pseudonymous end user identifiers</p>

Authorized Agent: California residents may use an authorized agent on their behalf to exercise a privacy right discussed above. If you are an authorized agent acting on behalf of a California resident to communicate with us or to exercise a privacy right discussed above, you must be able to demonstrate that you have the requisite authorization to act on behalf of the resident and have sufficient access to their laptop, desktop, or mobile device to exercise these rights digitally. If you are an authorized agent trying to exercise rights on behalf of a BrainPOP user, please contact the user's school or district with supporting verification information, which includes a valid Power of Attorney in the State of California, proof that you have access to the user's device, and proof of your own identity.

Using BrainPOP® Outside The US

If you are using the Services outside the United States, you consent to having your information and data transferred to the United States. If you are in any jurisdiction with laws or regulations governing internet use, including collection, use, and disclosure of personal data, different from those of the United States, you may only use the Services in a manner that is lawful in your jurisdiction. If your use of the Services may be unlawful in your jurisdiction, please do not use them. If your use of the individual accounts may be unlawful in your jurisdiction, please do not use it.

Please note that BrainPOP complies and requires its users to comply with U.S. sanctions and export control restrictions. You agree not to use our Services in any country or jurisdiction subject to US comprehensive sanctions, including but not limited to, Cuba, Iran, North Korea, Syria, Iran, Venezuela, and the Donetsk, Luhansk, and Crimea regions of Ukraine, without written approval from BrainPOP. You further agree that you are not subject to any sanction, restriction or prohibition that has been imposed by the United States or any other applicable jurisdiction.

Using BrainPOP® From The EU

BrainPOP processes your information in one of two capacities, either: (i) as a Data Controller for our own internal business operations, such as sales, marketing, administration etc., or (ii) as a Data Processor when carrying out our Services for our school customers using individual accounts.

As a Data Controller, BrainPOP processes your personal data, in accordance with applicable law, for the following purposes:

- a. track your interaction with our emails we send, so we can see if they are working as intended;
- b. sending you marketing communications/placing marketing calls, in order to keep you informed of our products and services, which we consider may be of interest to you;
- c. to comply with applicable law, for example, in response to a request from a court or regulatory body, where such request is made in accordance with the law; and
- d. where necessary for the establishment, exercise or defence of legal claims, whether in court proceedings or in an administrative or out-of-court procedure; and
- e. offer our goods to you in a personalized way, for example, we may provide suggestions based on your personal data to enable you to identify suitable goods and services.

The bases for processing of your personal data for the purposes described above will include:

- you provided us with your consent;
- for BrainPOP's legitimate business interests as outlined in paragraphs a., b. (where this does not include B2C email or phone marketing communications), d. and e. above; or
- for compliance with a legal or statutory obligation to which BrainPOP is subject.

Your personal data will be retained as long as is reasonably necessary for the purposes listed above or as required by applicable local law. Retention periods can vary based on the type of information and how it is used.

What Are Your Rights Under the GDPR?

Parents/guardians of children using BrainPOP through a school account should contact their school to exercise their rights and we will work with the parent/guardian and school together to facilitate those requests.

When we are operating as a Controller, we provide you with certain rights related to your personal data. To exercise your rights, please contact us at **accessrequests@brainpop.com** (**<mailto:accessrequests@brainpop.com>**). We will respond to your request within a reasonable time frame.

Please note that the rules in your country may provide you with additional rights or may limit the rights noted below. In all cases, we will comply with the applicable laws.

Right of access

You may have the right to obtain confirmation about whether or we process your personal data, and when we do, to request access to that personal data. The access information includes the purposes of processing, the categories of personal data involved, and the recipients or categories of recipients to whom the personal data have been or will be disclosed. However, this is not an absolute right and the interests of other individuals may restrict your right of access.

You may have the right to obtain a copy of the personal data undergoing processing. For further copies requested by you, we may charge a reasonable fee based on administrative costs.

Right to rectification

You may have the right to rectify inaccurate personal data concerning you. Depending on the purposes of the processing, you may have the right to have incomplete personal data completed, including by means of providing a supplementary statement.

Right to erasure

Under certain circumstances, you may have the right to obtain from us the erasure of personal data concerning you and we may be obliged to erase that personal data.

Right to restriction of processing

Under certain circumstances, you may have the right to restrict processing your personal data. In this case, the respective data will be marked and may only be processed by us for certain purposes.

Right to data portability

Under certain circumstances, you may have the right to receive the personal data concerning you, which you have provided to us, in a structured, commonly used and machine-readable format and you may have the right to transmit those data to another entity without hindrance from us.

Right to object

Under certain circumstances, you may have the right to object, on grounds relating to your particular situation, or where Personal Data are processed for direct marketing purposes at any time to the processing of your Personal Data by us and we can be required to no longer process your Personal Data.

Moreover, if your Personal Data is processed for direct marketing purposes, you have the right to object at any time to the processing of Personal Data concerning you for such marketing, which includes profiling to the extent that it is related to such direct marketing. In this case your Personal Data will no longer be processed for such purposes by us.

If you have concerns or complaints you may have a right to lodge a complaint with a supervisory authority.

Since BrainPOP transfers, stores and processes EU customers' information outside of the EU, into the U.S., such transfers are based on the Standard Contractual Clauses ("SCC") as set forth under GDPR regarding the collection, use, and retention of personal information from European Union, Switzerland, and the United Kingdom to the United States. To request execution of the SCC Agreement, please contact us at **privacy@brainpop.com (mailto:privacy@brainpop.com)**. For information on the different purposes for which personal data are processed with the categories of personal data and the legal grounds for which they are done, please review the table in previous section of this Privacy Policy.

Using BrainPOP® From Australia

We encourage schools in Australia to use our privacy notice (**https://www.brainpop.com/about/australia_notice** (**https://www.brainpop.com/about/australia_notice**)) to inform parents/guardians of our products and practices. This notice conforms to the notice requirements under the Australian Privacy Principles (APPs) 8 – cross-border disclosure of personal information.

Privacy question? If you have any questions, comments or complaints about our collection, use or disclosure of your information, or if you believe that we have not complied with this privacy policy or the Privacy Act 1988 (Cth), you can contact us at **accessrequests@brainpop.com (mailto:accessrequests@brainpop.com)**. If you are not satisfied with the outcome of our assessment of your complaint, you may wish to contact the Office of the Australian Information Commissioner.

Changes To Our Privacy Policy

Changes to this policy or any of the pages linked in this policy may be required in order to address changing technology and threats, changing laws, or as we release new or amended services. Should we make material changes to this Privacy Policy, we will

provide notice and request your consent. In the event of any non-material changes, we will provide prominent notice as required by law. Posting the modified privacy policy on our Services and providing notice as stated above will give effect to the revised Privacy Policy. Your continued use of the Services constitutes your acceptance of any revised Privacy Policy. If you do not agree to the revised Privacy Policy, please refrain from using the Services and/or leave this website(s) or app(s).

Contact Information

If you have any questions or concerns about this Privacy Policy, please contact us by either:

- Email at **privacy@brainpop.com** (<mailto:privacy@brainpop.com>)
- Mail at BrainPOP, Attn: Legal Department, 71 W 23rd Street, 17th Floor, New York, NY 10010.
- Toll free phone number: 866-54-BRAIN (866-542-7246)
- Message through **here** (<https://educators.brainpop.com/contact-us/contact-legal/>)

If you wish to report a security breach, please contact us at **security@brainpop.com** (<mailto:security@brainpop.com>).

Please click on this link to view the previous version of our Privacy Policy, in effect before July 21, 2024. (https://www.brainpop.com/about/privacy_policy_june2024)

Translations

The Privacy Policy is also available in **Spanish** (<https://esp.brainpop.com/nosotros/politica-de-privacidad/>) and **French** (https://fr.brainpop.com/about/politique_confidentialite/). Please note that the English version shall prevail in the case of any conflict between them.

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EXHIBIT E
NEGOTIATED MODIFICATIONS TO AGREEMENT DOCUMENTS FOR
CONTRACT NO. 2795A

These Negotiated Modifications are hereby incorporated into Contract No. 2795A (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 RFP includes General Contract Terms and Conditions, which are included by reference in the Contract, unless otherwise modified by the parties’ mutual agreement.

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 effective date of the Contract:

1. Subject to award of the Bid, BrainPOP grants Henrico County Public Schools (“DISTRICT”) a limited, non-exclusive, non-transferable, revocable, license to offer subscriptions to the BrainPOP Products as listed in the catalog submitted to Eligible Schools (as defined below), according to the terms of these Additional Terms and Deviations.
2. “Eligible Schools” for purposes herein shall mean the following: schools within the Henrico County Public School system based in Henrico, Virginia. Pricing will not be shared outside of DISTRICT nor any schools or districts that are not listed above as Eligible Schools.
3. If an Eligible School is exempt from all federal, state, and local taxes, it shall provide BrainPOP with an exemption certificate together with the purchase order.
4. Prices are based on twelve (12) months subscriptions and are updated annually for renewal periods. Pricing for renewals is also subject to the total number of students in the Eligible Schools. Prices do not include taxes. All subscriptions are pre-paid annually in advance and are not subject to adjustment upon termination for convenience.
5. District may not assign this Agreement nor any obligations imposed hereunder without the prior written consent of BrainPOP.

6. BrainPOP products are digital (not physical products) and are provided as a subscription-based license, therefore testing, inspection, performance, environmental management, safety, manufacture, shipment, delivery, packing, freight terms, performance bond, specifications, inspection of manufacturer's premises, guarantees and warranties, safety requirements, manufacturer's warranties, or project specifications, etc. are not applicable.
7. Sec. V. General Contract Terms and Conditions – Item D.1 – Compensation of the RFP is revised to read:

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 thirty (30) days after receipt of a proper invoice. Any late payment may result in suspension of the subscriptions and/or termination of this Agreement in addition to any other remedy available.
8. The following is added to the end of Sec. V. Item E - Controlling Law of the RFP:

Any claim in connection with this Agreement must first, and before taking any other legal action, be submitted to BrainPOP in the form of a complaint (to: legal@brainpop.com), to enable the parties to resolve the claim in a friendly and effective manner. Notwithstanding the foregoing, BrainPOP may seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction.
9. The following is added to the end of Sec. V. Item N - Indemnification of the RFP:

All indemnities set forth in the General Terms and Conditions shall be limited to third party claims only, limited up to amounts covered by insurance, and subject to the following: the District shall provide BrainPOP with: (a) prompt written notice of such claim; (b) the right to solely control and direct the investigation, preparation, defense and settlement thereof; and (c) reasonable assistance and information.
10. Sec.V. Item R. - Ownership of Deliverable and Related Product of the RFP is deleted.

BrainPOP does not provide “work product”. All material provided by BrainPOP is and shall be proprietary. BrainPOP and its licensors own all intellectual property rights in and to BrainPOP Products including, without limitation, all trademarks, trade names, service marks and copyrights in BrainPOP Products and all underlying software programs and related documentation. District agrees and acknowledges that it shall not acquire any right, title or interest in or to any BrainPOP's intellectual property, including, without limitation, software, trademarks, copyrights and other intellectual property and no other rights are granted by BrainPOP to the District in BrainPOP's IP by implication, estoppel or otherwise. District further acknowledges and agrees that BrainPOP shall continue, during the term hereof, to expand and modify BrainPOP Products, in its sole discretion.
11. The following is added to the end of Sec. V. Item S. - Record Retention and Audits of the RFP: Notwithstanding the foregoing, District's right to audit shall only apply to BrainPOP's financial books, records and documents that are directly related to the Agreement or the District, no more than once a year.

12. The following is added to the end of Sec.V. Item V - Subcontracts of the RFP: This section shall not apply to third party service providers, such as hosting providers and other ancillary services.
13. In any contradiction or discrepancy between these Negotiated Modifications and those of the General Terms and Conditions of the RFP, these modified Additional Terms and Deviations shall prevail.

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

Falcone, Eileen

From: Celeste Petrick <celeste.petrick@brainpop.com>
Sent: Thursday, April 3, 2025 4:22 PM
To: Falcone, Eileen
Subject: Re: RFP 24-2795-12EMF Digital Content
Attachments: Attachment K PRICING SCENARIO Final.xlsx

Hi Eileen,

Thank you so much for calling; here are the responses our team drafted.

1. Responses to the attached questions for clarification.

1.1. Confirm that Clever would continue to be the recommended integration for rostering and SSO for the products you are offering in your proposal.

Clever is the recommended integration for rostering and SSO for BrainPOP products. For districts using Canvas, Schoology, or Google Classroom that opt-in to Clever LMS Connect, BrainPOP will support LMS integration and grade passback for district-wide customers using this feature for back-to-school 2025. In the event that HCPS moves away from Clever, BrainPOP accommodates other methods of SSO, including ClassLink and Google Classroom, among others.

1.2. What “End User License Agreement” (EULA) or “Terms of Use” are the end-users or the County required to agree to when using “Combo for K-5” (BrainPop Jr. and BrainPop); “ELL” (K-12); “BrainPop Science” (6-8). Provide copies or a link to these.

BrainPOP users are required to agree to the Terms of Use and Privacy Policy:

https://www.brainpop.com/about/privacy_policy/
https://www.brainpop.com/about/terms_of_use/

1.2. Pricing – Submit your best and final pricing. This list shall be for pricing associated with the products being offered for this Request for Proposal

[Attachment K PRICING SCENARIO Final.xlsx](#)

If you need anything else, please let us know.

Thanks again,

Celeste

Celeste Petrick, sr. Customer Success



celeste.petrick@brainpop.com • T: 212-574-6071 • M: 845-392-5280

West 23rd Street, 17th Floor • New York, NY 10010

[Celeste's Resource Hub](#)

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On Fri, Mar 28, 2025 at 2:44 PM Falcone, Eileen <fal51@henrico.gov> wrote:

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

Attachment K
Pricing - Scenario

Offeror Name: BrainPOP

Name and grade level of Program:
BrainPOP Jr K-2
BrainPOP 3-8
BrainPOP Science 6-8
BrainPOP Español & Français 3-8
BrainPOP ELL 3+

This scenario is for evaluation purposes.

Offerors are to price the following scenario by using their pricing model and show the methodology used (the math on how the pricing was determined).

Scenario: Provide pricing for annual subscription for district license as listed below	Price	Methodology on pricing base on offerors pricing model. If only submitting for part of the district you must provide what level and the number of students your pricing is for.					
Price for District Licenses (74 schools and centers): Elementary : 46 (approx. # of students 22,164) Middle: 12 (approx. # of students 10,907) High: 9 (approx. # of students 15,386) Advanced Career Education (ACE): 3 Alternative program center 3* Henrico Virtual Academy: 1	\$220,153.50	Multi-site discount (41+) = \$173,362.50 Middle: Middle School Bundle + ELL \$5,199 x 12 schools = \$62,388 - 15% Multi-site discount (11-20) = \$53,029.80 *Middle schools will receive complimentary BrainPOP Jr access 2,730.00 x 12 = \$32,760 - 10% discount = \$0 High + Alternative: Complimentary access to K-8 School Subscription \$5,565 x \$ 13 schools = \$72,345 - 100% discount = \$0					
Provide pricing for 1 day 6 hours of onsite professional development training for staff of 25 for above.	\$3,135.00						
Total	\$223,288.50						
Price per student based on the District Licenses and Professional Development divided by the number of students the proposal is being submitted for	\$4.61						

***Note:** Students and their teachers who are enrolled in any of our alternative program centers (i.e. GRAD, PLC) should have 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 student exist as their own entity in PowerSchool and Clever but would need access to division level purchase and resources provisions by their homeschool.



2025 STANDARD PRICING

Item	Unit Price	Price Structure	Description	Comments	Note
BrainPOP	\$3,270	Per Campus	12-month subscription. Premium use throughout a single school and at home unlimited access.	Grades 3+. Includes 24-hour school and home access. Includes all subject areas.	Pricing subject to increase on or after January 1, 2026.
BrainPOP Jr.	\$2,730	Per Campus	12-month subscription. Premium use throughout a single school and at home unlimited access.	Grades K-3. Includes 24-hour school and home access. Includes all subject areas.	Pricing subject to increase on or after January 1, 2026.
BrainPOP Combo (BrainPOP Jr. + BrainPOP + BrainPOP Español + Français)	\$4,500	Per Campus	12-month subscription. Premium use throughout a single school and at home unlimited access.	Grades K-3+. Includes 24-hour school and home access. Includes all subject areas.	Pricing subject to increase on or after January 1, 2026.
BrainPOP ELL	\$1,620	Per Campus	12-month subscription. Premium use throughout a single school and at home unlimited access.	Grades K-3+. Includes 24-hour school and home access. Includes all subject areas.	Pricing subject to increase on or after January 1, 2026.
BrainPOP Science	\$3,480	Per Campus	12-month subscription. Premium use throughout a single school and at home unlimited access.	Grades 3-8. Includes 24-hour school and home access. Includes all subject areas.	Pricing subject to increase on or after January 1, 2026.

Professional Development	Unit Price
Full Day (6 hour) Onsite	\$3,135
Half Day (3 hour) Onsite	\$2,055
60-Min Facilitated Webinar	\$535
Self-Paced Course	\$475

Multi-School Purchase Discounts Discount applies to new subscriptions purchased at the same time on the PO.
5-10 schools = 10% off regular school prices
11-20 schools = 15% off regular school prices
21-40 schools = 20% off regular school prices
41 schools and up = 25% off regular school prices



Additional Bundle Pricing

Item	Unit Price	Price Structure	Description	Note
BrainPOP Elementary School Subscription	\$4,500	Per Campus	Includes BrainPOP Combo and a Self-Paced Course.	Pricing subject to increase on or after January 1, 2026.
BrainPOP Elementary School Subscription with ELL	\$5,025	Per Campus	Includes BrainPOP Combo, BrainPOP ELL, and Self-Paced Courses for each.	Pricing subject to increase on or after January 1, 2026.
BrainPOP Middle School Subscription	\$4,800	Per Campus	Includes BrainPOP (3-8), BrainPOP Español + Français, BrainPOP Science and Self-Paced Courses for BrainPOP (3-8) and BrainPOP Science.	Pricing subject to increase on or after January 1, 2026.
BrainPOP Middle School Subscription with ELL	\$5,199	Per Campus	Includes BrainPOP (3-8), BrainPOP Español + Français, BrainPOP Science, BrainPOP ELL and Self-Paced Courses for BrainPOP (3-8), BrainPOP ELL and BrainPOP Science.	Pricing subject to increase on or after January 1, 2026.
BrainPOP K-8 School Subscription	\$5,400	Per Campus	Includes BrainPOP Combo, BrainPOP Science, and Self-Paced Courses for each.	Pricing subject to increase on or after January 1, 2026.
BrainPOP K-8 School Subscription with ELL	\$5,565	Per Campus	Includes BrainPOP Combo, BrainPOP ELL, BrainPOP Science, and Self-Paced Courses for each.	Pricing subject to increase on or after January 1, 2026.

RFP No. 24-2795-12EMF Digital Content Solutions for K-12

Presented to
Henrico County Public Schools



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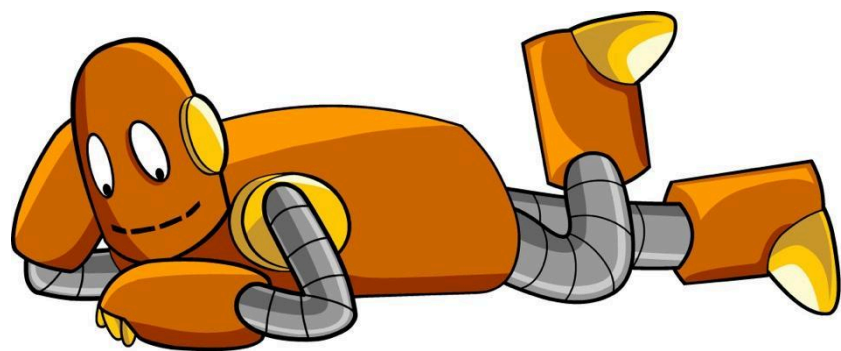
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Tab 1 – Introduction and Signed Forms

a. Cover Letter

February 13, 2024

To Whom it May Concern,

Enclosed is BrainPOP LLC's submission to Henrico County Public Schools for RFP No. 24-2795-12EMF Digital Content Solutions for K-12.

BrainPOP® is a trusted digital education brand grounded in research and the science of learning. It has a presence in over two-thirds of U.S. school districts and an estimated reach of 25M students annually, as well as an international presence. BrainPOP learning experiences create accessible and engaging entry points to build background knowledge and reinforce skills in a variety of academic subjects while supporting social and emotional development.

Henrico can feel confident in BrainPOP's experience partnering with substantial districts across the country, including DCPS, Houston ISD, Portland Public Schools, Dallas ISD, and NYCDOE, among others.

BrainPOP provides endless opportunities for kids to take agency over their learning through playful, knowledge-building, developmentally appropriate content, and learner-driven projects, preparing them for success in the classroom and beyond. The company is committed to empowering kids to succeed and thrive in the classroom and beyond through its family of offerings including BrainPOP, BrainPOP Jr ®, BrainPOP ELL ®, and our newest offering; BrainPOP Science™ – a supplemental middle school curriculum!

Celeste Petrick, Senior Customer Success Manager, will serve as the main point of contact for Henrico. She can be reached at 845-392-5280 or at celeste.petrick@brainpop.com.

Sincerely,

Anna Friedman

Anna Friedman
Senior Director, Legal

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):
BrainPOP LLC
ADDRESS: 71 w 23rd st 17th, New York NY 10010
FEDERAL ID NO: 27-250283
SIGNATURE: <i>Anna Friedman</i>
NAME OF PERSON SIGNING (PRINT): Anna Friedman
TITLE: Senior Director, Legal
TELEPHONE: 212-575-6000
FAX: 866-867-6629
EMAIL ADDRESS: rfp@brainpop.com
DATE: 2/11/2025

ATTACHMENT B

Company Legal Name: BrainPOP LLC

This form completed by: Signature: Anna Friedman Title: Senior Director, Legal

Date: 2/11/2025

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.

_____ 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:
T0756702 **-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: BrainPOP LLC

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

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

ATTACHMENT F

DIRECT CONTACT WITH STUDENTS

Name of Offeror: BrainPOP LLC

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.).

Anna Friedman

Signature of Authorized Representative

Anna Friedman

Printed Name of Authorized Representative

BrainPOP LLC

Printed Name of Vendor

(if different than Representative)

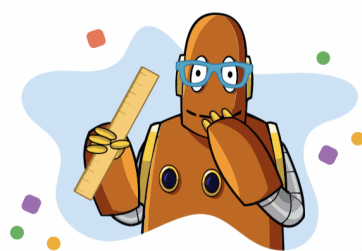
Tab 2 – Statement of the Scope

A. General Requirements

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.

BrainPOP is a standards-aligned, interactive online educational solution that makes rigorous learning experiences accessible and engaging for all students. Since its founding in 1999 by Avraham Kadar, M.D., BrainPOP has been continuously innovating to prepare students to become the leaders of tomorrow. From the beginning, the BrainPOP approach engaged kids' curiosity through short, animated movies that make complicated ideas simple and clear, helping them experience the sudden burst of understanding that Dr. Kadar called a "brain pop."

Today, schools and districts nationwide utilize BrainPOP to raise academic achievement and strengthen students' critical, computational, and creative thinking skills. BrainPOP has been a trusted resource to more than six million educators and has engaged the hearts and challenged the minds of over 300 million learners worldwide. 70% of K-8 U.S. schools have turned to BrainPOP as a go-to resource as we are committed to empowering kids to succeed and thrive in the classroom and beyond.



At BrainPOP, we're dedicated to empowering kids to shape the world around them and within them by creating engaging, research-based content that teaches through stories, cultivates essential skills, is crafted by subject-matter experts, prioritizes inclusivity, and addresses challenging topics with care. Additionally, we provide the flexibility to tailor BrainPOP to meet each community's needs.

BrainPOP learning activities are joyful, engaging, and proven effective. Students are encouraged to make evidence-based conclusions, be creators, and actively participate in learning. We make it easy for teachers and school leaders to differentiate instruction, track progress, and measure learning outcomes across the curriculum. With over 1,200 standards-aligned topics across core academic subjects, every topic includes animated movies, playful formative assessments, and deeper learning activities that scaffold critical

content knowledge, skill development, and creative transfer of knowledge across core subjects.

Our platform is rooted in research about how kids learn best and is designed to meet the diverse needs of all learners, enabling every student across K-8th grade and beyond to build grade-level skills and progress throughout their learning journey.

Our Core Offering: BrainPOP, BrainPOP Jr., and BrainPOP ELL

BrainPOP paves the way for student success while supporting you every step of the way — no matter what grade or subject you teach. Our suite of creation and reflection tools helps educators tailor lessons and spark deeper, more critical thinking and construction around our content. From coding projects, movie making, and written reflections to concept mapping and writing and drawing activities, these tools let you assign tasks based on students' strengths; gain insight into their mastery of a given topic; and tweak further instruction based on the work they submit. The tools' unparalleled breadth means that every student — regardless of learning style — has a way to convey comprehension and that any teacher has multiple options for assessment.

Subscriptions include 24/7 access, which facilitates both learning and lesson planning anywhere and at any time of day. BrainPOP fits easily and flexibly into any classroom set-up, integrating and aligning with your curriculum. It lends itself to teaching and learning via:

- Desktop, laptop, tablet, phone
- Whole-class instruction
- Small-group and individual differentiation
- Peer to peer collaboration
- Project-based learning
- Independent work
- Computer labs
- Before- and after-school programs
- Summer school
- Home use



At BrainPOP, we're dedicated to empowering kids to shape the world around them and within them by creating engaging, research-based content that teaches through stories, cultivates essential skills, is crafted by subject-matter experts, prioritizes inclusivity, and addresses challenging topics with care. Additionally, we provide the flexibility to tailor BrainPOP to meet each community's needs. Through our content management tool, administrators can preview and set access permissions for any topic, by grade level. The following outlines the number of topics and related activities in each product.



Designed for grades 3-8+, BrainPOP drives learning outcomes and strengthens literacy skills with our proven approach loved by teachers and students. BrainPOP introduces new and complex concepts, helps develop essential skills and drives progress toward grade-level expectations.

Animated movies, interactive learning activities, and educational games allow students to explore concepts through numerous modalities and participate actively in their learning. Activities like Make-a-Movie and Make-a-Map help students grow from content consumers to content creators, building critical higher-order thinking skills across the curriculum and adding to their academic portfolios. In addition, playful formative assessments inside and outside movies provide teachers with actionable insights to track students' growth and performance.

Our standard-aligned topics cover academic subjects, which include English Language Arts (ELA), Social Studies, Science, Math, Engineering & Tech, Health, Arts & Music. BrainPOP content includes 187 Health and SEL topics, 153 ELA, 106 Math, 302 Science, 314 Social Studies, 59 Arts and Music, and 114 Engineering and Tech; topics can appear in multiple subjects, and as of January 2024, BrainPOP has a total of 953 topics.

All topics have quizzes with Microsoft Immersive Reader, Vocabulary Activity, Games, and Creative tools (Make-a-Map, Make-a-Movie, Creative Coding), and may also include Movies with Multilingual Movie Player, Movies with Pause Points and Immersive Reader, Challenges with Immersive Reader, Primary Source with Immersive Reader, Worksheets, and Graphic Organizers.



Designed for grades K-3, BrainPOP Jr. sets a foundation for future success by building background knowledge, comprehension, and literacy skills in younger students. BrainPOP Jr. provides uniquely engaging and effective opportunities to learn new topics and complex concepts across the curriculum. Our content is adapted to meet young learners' unique academic, developmental, and curriculum needs. Students build critical early cross-curricular literacy skills through our relatable cast of characters and playful, effective learning activities to set the foundation for academic success and foster their innate curiosity for learning.

Our standard-aligned topics cover academic subjects, which include English Language Arts (ELA), Social Studies, Science, Math, Engineering & Tech, Health, Arts & Music. BrainPOP Jr. has a total of 307 topics including 38 Health and SEL topics, 61 Reading and Writing topics, 48 Social Studies, 67 Math, 59 Science, and 30 Arts and Technology.

All topics include a movie, two leveled quizzes, Word Play (vocabulary activity), Write About It (open-ended writing prompt), Talk About It (prompt with a graphic organizer), Draw About It (open-ended drawing prompt), a printable activity, Creative tools (Make-a-Map and Creative Coding), and Pop-a-Joke.

BrainPOP ELL

BrainPOP ELL is a comprehensive language-learning platform composed of scaffolded lessons that build English language learners' reading, writing, speaking, and listening skills. Animated movies model conversational English while seamlessly introducing grammar concepts and vocabulary words. BrainPOP ELL provides teachers with a reliable, interactive, and effective learning platform. An embedded placement test, 90 quick-assign lessons, and interactive learning activities enable teachers to gain insights into student progress in vocabulary and grammar while driving language growth toward proficiency. Assessments and content are aligned with WIDA.

BrainPOP's Premiere Supplemental Offering: BrainPOP Science



BrainPOP Science launched in August 2021 and is currently used in over 3,500 schools across the country to teach physical, life, earth & space science through authentic, engaging digital learning activities to help kids understand the world around them. The product complements the core science curriculum in middle school science classrooms with consistent, authentic opportunities for students to transfer and apply knowledge through the experience and practice of science in multiple contexts.

BrainPOP Science utilizes a phenomenon-based approach that makes learning engaging, effective, and relevant to students by activating and challenging their previous knowledge. It nurtures their curiosity and encourages students to think scientifically, communicate scientific reasoning effectively, and design solutions to real-world engineering problems. The units, investigations (i.e. ready to use lessons), engineering projects, resources, and multidimensional quizzes provide low-stakes opportunities for learners to demonstrate their understanding of the multidimensional standards.



Students approach answering guiding questions (i.e. scientific questions) through gathering observations from a variety of interactive resources, asking questions, and constructing scaffolded scientific explanations and arguments. Data manipulatives, simulations, BrainPOP 3D Worlds®, Sound Bytes (mini podcasts), and the overarching Claim-Evidence-Reasoning (CER) processes provide students with opportunities to practice the scientific practices and interact with each disciplinary core idea within the middle school benchmark and their core offerings. The interactions empower learners to learn to answer relevant scientific questions supported by qualitative and quantitative evidence.

Moreover, embedded formative assessment opportunities build comfort and confidence for learners. They practice multidimensional items, in a low-stakes digital environment, that are similar to state test items like performance tasks and formulating a scientific argument using evidence and reasoning to support their claim.

BrainPOP Science is designed to increase teacher capacity and support teachers in implementing a phenomenon-based, standards-aligned learning experience. All investigations have teacher guides that include an overview of the lessons, the science involved in the lesson, common student struggles and additional resources to support learning through these

struggles or misconceptions, answer keys for all items, additional discussion questions to encourage small or whole group discussions and collaboration, differentiation activities for each interactive resource, and a Claim-Evidence-Reasoning rubric with exemplar responses for each level of the rubric. Additionally, every investigation has classroom facing slides to support the teacher in implementing investigations and best practices in the middle school science classroom.

Once learners submit investigations with CERs, standalone resources, and quizzes, teachers can see student responses in a dashboard, grade, and give feedback to each learner. In the Spring of 2024, BrainPOP Science will launch a Beta for an AI-Assisted CER grade and rationales for the grade with the plan to launch at scale in the 2024-25 school year.

Investigation Overview

BrainPOP Science's ready-to-use investigations teach real-world scientific practices and argumentative writing skills. BrainPOP Science makes science learning engaging, effective, and relevant to students by challenging their previous knowledge and nurturing their curiosity to think scientifically with over 100 investigations covering middle school concepts, practices, and cross-cutting concepts.

BrainPOP Science consists of phenomenon-based investigations across all four domains of science which help students to examine phenomena, make observations, and construct explanations and arguments based on evidence using the Claim-Evidence-Reasoning approach. We're challenging students to activate prior knowledge and experiences through relevant phenomena and scientific questions. They interact with engaging resources and make qualitative and quantitative observations. With a focus on evidence-based communication and writing, learners make claims and choose evidence from their observations, and then they state their reasoning to demonstrate their knowledge and how it affects the world that they're living in.

Activate

The Activate section of the investigation introduces learners to the phenomenon and guiding question. The phenomenon is presented as an image, video, and/or sound. Students are asked questions to activate prior knowledge and experiences and apply those ideas to the phenomenon and core scientific concepts of the lesson.

Interactive Tools & Content

We have created a variety of interactive resources to encourage students to experience the content, practices, and cross-cutting concepts in different contexts with repeated exposures.

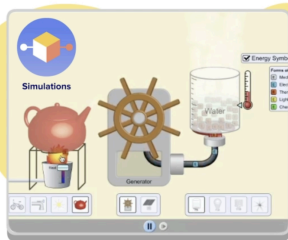
The interactive resources include simulations, data manipulatives, primary sources, 3D worlds, related readings, and movies. Learners are challenged to make observations within these resources. The observations go into a “backpack” and surface again as learners answer the guiding question. The observations they made from the interactive resources set the foundation for the evidence they use as they write their scientific argument.



FIELD DAY **LEARNING GAMES**



Tuva



Simulations support hands-on, interactive learning. They allow students to observe science principles in action, manipulate models and gather observations to be used as evidence all while strengthening students’ conceptual understanding. Experimentation with the simulation enacts constructivist principles of learning by doing while building new or enhanced understanding of the scientific principle.

Students practice modeling and experimentation through the use of simulations. Scaffolded PhET simulations have learners focus on a specific concept by customizing each simulation to reduce the cognitive load for learners but maintain the rigor of the PhET experience. BrainPOP also built simulations in collaboration with Field Day Labs based in the University of Wisconsin where learners manipulate variables within the models and answer questions. This gives learners the opportunity to experience and see many abstract scientific concepts within the simulations that can mimic different lab environments that are often hard to do in a middle school science classroom.

Data Manipulatives encourage learners to analyze data, ask questions, and build scientific literacy skills. Through a partnership with Tuva Labs, BrainPOP has built an interactive data experience with real-world datasets. Through a guided experience, learners build and manipulate graphs. We present real-world, scientific data in interactive charts, graphs, tables,

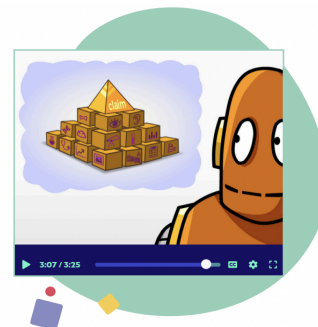


and maps. Data sets are collected from the National Oceanic and Atmospheric Administration (NOAA), the National Aeronautics and Space Administration (NASA), and other scientific journals and sources.



3D Worlds enable students to explore virtual environments that reflect real-world phenomena and encourage scientific discussion. Students are prompted to wonder about various questions related to the world as posed by in-world characters. This open-endedness drives a more authentic and immersive experience for students. For example, students can explore a hydroelectric dam and see firsthand how it produces energy, and “work” on a research vessel to see different engineering solutions to remove microplastics from the ocean.

Exclusive Science Movies leverage the power of BrainPOP’s signature animations to explain hard-to-teach science concepts with exclusive, embedded videos. These videos include important images and diagrams through a character-driven narrative. Movies are also available in Spanish.



Sound Bytes gives students the opportunity to listen to mini-podcasts on scientific topics. The Sound Bytes often include the history of scientific discoveries and topics and engage applications of concepts embedded in Mississippi College and Career Readiness Standards for Science.

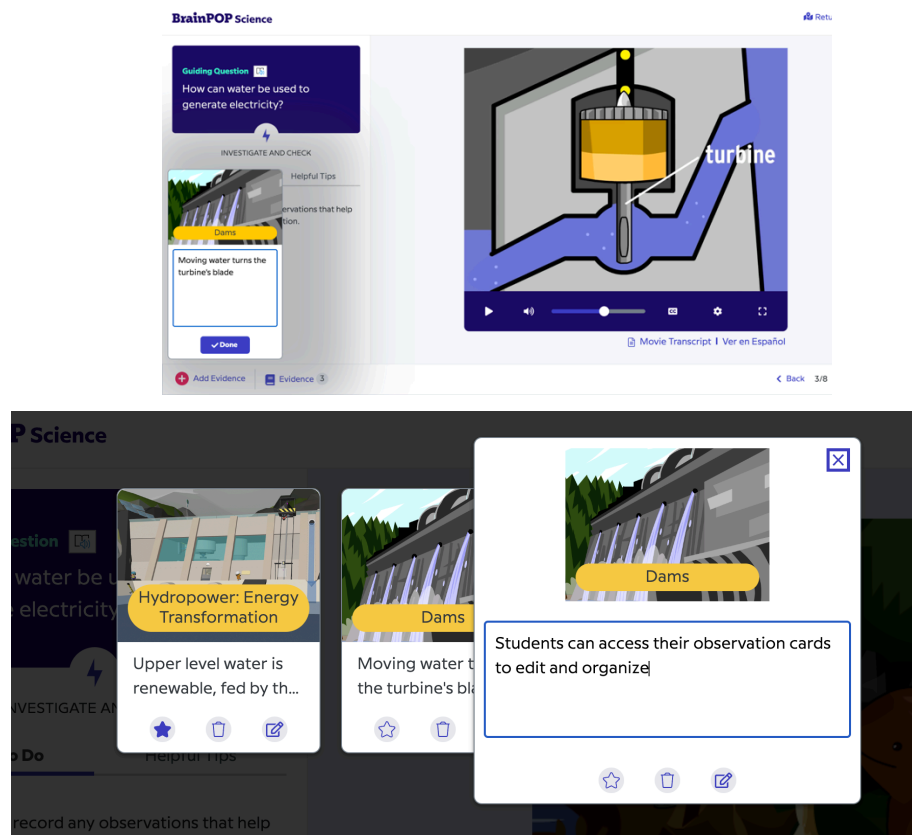
Primary Sources provide first-hand information about a topic. Examples include documents, videos, photographs, and manuscripts.

Related Readings encourage students to read and purposefully engage with scientific vocabulary. Similar to BrainPOP movies, the text approaches complex topics with applications, analogies, and helps learners make important connections.

Stand Alone Resources are activities that can be assigned independently of an investigation. These include movies, Related Readings, simulations, and Data Manipulatives. These resources often have embedded questions that differ from those included in an investigation.

Embedded Observation Gathering Tool

While students are going through the interactive resources within the investigation, learners make qualitative and quantitative observations that help them answer the guiding question. Embedded in the system is a digital observation card process where students, at every point of the investigation, can gather observations and store them in their digital observation backpack. They then can go back to those cards, edit, organize, and expand upon their thoughts, and use them as evidence when they're creating their Claim, Evidence, and Reasoning Response.



Embedded Writing Support

BrainPOP Science's ready-to-use investigations teach real-world scientific practices and argumentative writing skills. BrainPOP Science makes science learning engaging, effective, and relevant to students by challenging their previous knowledge and nurturing their curiosity to think scientifically. Students examine phenomena, make observations, and construct explanations. The writing process within BrainPOP Science is scaffolded to support students in writing coherent responses and internalizing the overall explanation construction process. We scaffold the writing, comprehension, and complex knowledge skills students need to

succeed in the science classroom. They help students build proficiency in scientific reasoning and craft logical explanations based on their evidence and observations. They strengthen students' analytical thinking and writing skills required to deduce cause and effect, analyze and interpret data, make evaluations, and synthesize information in the science classroom.



Draft a Claim

Write an answer to the Guiding Question: How can water be used to generate electricity?

Hydroelectric power plants use turbines to generate electricity.

A strong claim should:

- ✓ Answer the Guiding Question
- ✓ Use facts from the resources
- ✓ Form one complete sentence

Example:

Fish travel in schools, or coordinated groups, to protect themselves from predators.



Review Evidence

Review or edit the evidence you have selected. Make sure it's in complete sentences, with correct punctuation and grammar.



Gates are used to let water through the reservoir

Good evidence should:

- ✓ Support your claim
- ✓ State facts (not opinions)
- ✓ Describe something you read or observed

Example:

- In a school, all fish swim in the same direction and at the same speed.
- Many shark species are thought to be colorblind.
- The graph shows that as fish school size increases, predator attacks decrease.

✓ Finish Draft



Claim-Evidence-Reasoning (CER)

At the end of each investigation, students construct a CER—a scientific framework that includes a claim, evidence, and reasoning. Students synthesize their observations from various resources to construct arguments or explanations that address the Guiding Question. The evidence-based writing process is at the core of scientific communication and a way for learners to demonstrate their multidimensional science knowledge.

The CER process within BrainPOP Science is scaffolded to support students in writing coherent responses and internalizing the overall explanation construction process. We scaffold the writing, comprehension, and critical thinking skills students need to succeed in the science classroom. They help students build proficiency in scientific reasoning and craft logical explanations based on their evidence and observations. CERs strengthen students' analytical thinking and writing skills required to deduce cause and effect, analyze and interpret data, make evaluations, and synthesize information in the science classroom and beyond.

Engineering Projects

Research shows that as students transition from elementary to middle school, their enthusiasm for science decreases. Engineering offers a hands-on, creative outlet, and also frequently entails collaborative problem solving within a team. When engineering becomes an integral part of science education, it sparks heightened interest and engagement among students.

BrainPOP Science wants to keep that spark alive. We've always believed in nurturing the natural curiosity of middle school students during their transition from asking simple questions to wanting to know more about the world around them.

These projects will inspire students to think about science as more than facts and formulas; it's a way to explore the world around them and find creative solutions for everyday challenges. Through engineering endeavors, students are granted the ability to address tangible issues within their communities, fostering a sense of empowerment and self-efficacy.

Our Approach to Engineering

Engineering Projects engage students in challenges inviting them to apply their design and solution thinking through our engineering design process. Our focus is on the process of engineering as much as the product. We want to present kids with an approachable problem scenario and then leave it to them to brainstorm a solution while navigating criteria and constraints. Our goal is to avoid building for the sake of building; the project is driven by the problem and process, not the solution. We focus on iteration, evaluation, and revision so students get a real sense of how engineering actually happens.

What are Engineering Projects?

Engineering Projects in BrainPOP Science engage students in challenges, inviting them to apply their design and solution thinking through our engineering design process, mimicking many of the design processes engineers use in their fields. Instead of just reading about how things work, they create solutions themselves. And we know that to make learning impactful, it has to be relatable. That's why these Engineering Projects are based on real-life situations, like...

Engineering Problem: Oh no! You've dropped your keys through a sewer grate.

Engineering design task: Design a tool to get your keys back.

Our projects present problems students may face personally or at the school level, and guide them in finding solutions. By doing this, we're helping them build skills that are not just useful for a class or a grade but for life.

The Design Process Behind Engineering Projects

Like most engineering design processes, our EDP is non-linear. A BrainPOP Science Engineering Project includes an introduction and five EDP steps. Steps are "unlocked" as the student works.

Brainstorm: Students start by learning about the design problem and using sticky notes to openly brainstorm creative ideas, look at available resources and success criteria, and consider the problem's constraints. Then, given the information, they select which idea is the best.

Research: Students investigate the scientific principles that might help them solve the problem. They are guided through a short set of resources to find the scientific concepts that support their design solutions. We want students to base their design on scientific principles rather than “tinker” towards a solution.

Design: Students design their initial solution. They’ll use the key science concepts learned from the research to sketch out a plan. Students will then use the drawing tool to sketch a design.

Build and Test: Students build and test their design. They’ll construct prototypes using accessible materials and iterate in real life. This is where students will put their designs to the test.

Redesign: Students return to the design step after testing their prototype to make adjustments, incorporate what they’ve learned, and make improvements. If it didn’t work the first time, that’s okay! Students learn from their experiences and observations to make necessary changes.

Evaluate: Students review the evolution of their design history from brainstorming to drafts created after introducing constraints, key science concepts, and prototype test results. The evaluate step includes machine-graded questions where students apply their knowledge of the science concepts from their research and lived experience to find the limitations of other prototypes.

Teacher Support

BrainPOP has been your trusted partner for teaching for over 20 years. We have learned and grown with you and designed BrainPOP Science to meet modern science teachers’ growing needs while incorporating the animated video content you know and love.

Online Assignments & Assessments

In addition to the embedded, formative Checkpoints within the investigations, BrainPOP Science also includes additional standards-aligned, multidimensional Quizzes. Quizzes are auto-scored formative assessments designed to be administered after a single or a sub-set of investigations and mimic high-stakes summative assessments. Quizzes have teacher rationale documents that are designed as embedded support for teachers. There are answer keys, rationales for each correct and incorrect answer, and depth of knowledge at the item level. Within the rationales, we have highlighted common student misconceptions to look for in

students' answers. There is a clear connection made to the investigations that cover the concepts and practices within the quizzes.

BrainPOP Science's embedded formative assessments provide valuable, timely, and meaningful performance-based feedback that teachers can use to adjust instruction as necessary in order to target specific student learning goals. The variety of low-stakes assessments in a digital environment allows learners to prepare for higher-stakes assessments and high-school expectations while giving teachers insights to inform their instructional decisions.

Teacher Flexibility

BrainPOP Science units are turn-key, scaffolded, and can fit into any moment of your science instruction. Investigations include an approximate time to complete to support effective teacher planning. Teachers can differentiate what resources are included when assigning an investigation, allowing for additional student support and/or additional challenge. Teachers can assign investigations or Stand-Alone Resources depending on time constraints and/or practices and concepts that they want students to see in greater depth.

Teacher Lesson Plans

There is a complete and detailed teacher guide for all BrainPOP Science Investigations. A teacher guide is a downloadable resource that provides an overview of an investigation, a summary of science background knowledge, common student misconceptions, answer keys, supplemental discussion questions, options for differentiation, a CER rubric, and sample CER responses. [Example Teacher Guide: Animal Courtship:](https://docs.google.com/document/d/1gb3Vabw_pDFtnm-A03aiHMeEbkbFj2ASKJOtCehcs/edit?usp=sharing)
https://docs.google.com/document/d/1gb3Vabw_pDFtnm-A03aiHMeEbkbFj2ASKJOtCehcs/edit?usp=sharing

These lesson plans are comprehensive, easy to follow, and include:

- **At-A-Glance Section:** Guiding Questions, Resource Overview, Standards Based Investigation Objectives, Student Objectives, and Academic Vocabulary
- **In-Depth Section:** Investigation Summary, The Science!, Investigation Roadmap, Student Misconceptions and Common Struggles, Resource Details and Differentiation, Claim, Evidence, and Reasoning (CER) Framework Rubric, CER Exemplars and Background Knowledge for Teachers

Classroom Slides: There are slide decks for each investigation that can be used in front of the classroom. The classroom slide decks show each part of the investigation and guide the learner with tips. It also has teacher notes to support talking points and hints to support

learners to gather observations in each resource and construct a CER. [Example Classroom Slide Deck: Animal Courtship](#):

<https://docs.google.com/presentation/d/1CqwXZN6wdofAnbTjY58HTsj4Za5Zenwb7O9-MAe-Lu4/edit?usp=sharing>

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.

BrainPOP and BrainPOP Jr. offer an array of learning activities that will supplement core materials. Highlighted below are a few examples of learning activities that can be found within either BrainPOP offering.

BrainPOP Jr. (Grades K-2)

- **Write About It:** A writing activity with a prompt to demonstrate understanding of a topic, with helpful words and definitions.
- **Talk About It:** An activity featuring a graphic organizer to encourage discussion about the movie's key concepts.
- **Word Play:** Activities that prompt drawing, writing, and acting out key vocabulary from the movie

BrainPOP (Grades 3-8+)

- **Related Reading:** Informational texts that provide a further context of key ideas and concepts.
- **Graphic Organizer:** Activity featuring organizers such as Venn diagram, cycle diagram, cycle chart, etc. Can type online or print it out and complete it offline.
- **Primary Source:** Activities for examining, analyzing, and interpreting first-hand artifacts including diaries, videos, and speeches.
- **Vocabulary:** Interactive flashcards featuring key vocabulary. Click each to define and use in a sentence. Ability to add up to four new terms.

BrainPOP ELL

- 90 lessons
 - 3 levels, with 6 units in each level and 5 lessons in each unit
- Every lesson includes:
 - Movie - introduces and explores the concepts
 - Grammar movie - focuses on the grammar skill from the movie

- o Vocabulary movie - focuses on key vocabulary from the movie
- o Quiz
- o Word Play (vocabulary activity)
- o Flash Words (vocabulary activity)
- o Hear It Say It (listening comprehension activity)
- o Read It (reading comprehension)
- o Write It (writing prompt)
- o Creative tools (Make-a-Map)
- o Grammar summary

Students can go back into their assignments and check their grades (for auto-graded activities) and progress on their assignments. Teachers also can reassign auto-graded activities.

BrainPOP Science

- **Investigations:** BrainPOP Science has created **110 CA NGSS-aligned**, ready-to-use investigations. An investigation is an interactive learning experience that combines science contents, practices, and cross cutting concepts. Each scaffolded investigation includes four steps (Activate, Observe and Check, Explain, and Reflect). Students explore resources, record observations, and then construct arguments and explanations using the Claim-Evidence-Reasoning (CER) framework. Each investigation is accompanied by a detailed teacher guide and classroom-facing slide decks. Teachers can send feedback and anecdotal notes to students on CERs and have them modify their work.
- **Standalone Resources (SAR):** A standalone resource is an activity that can be assigned independently of an investigation. These include movies, Related Readings, simulations, and Data Manipulatives. These resources often have embedded questions that differ from those included in an investigation.
 - o 100 Simulations
 - o 50 Data Manipulatives
 - o 20 3D Worlds
- **Quizzes:** Our **90 quizzes** provide a low-stakes environment for students to practice taking multidimensional science items. The quizzes are designed to mimic many summative assessment items. They are short, auto-scored assessments are designed to be given after an investigation (or a few investigations) have been completed to provide more information about student learning progress against standards.

Outside of the platform, students can engage in projects or activities using knowledge gained from the BrainPOP movies and activities. Teachers have used teaching strategies from our

Professional Learning Services team to extend, reflect, and check student learning. The following blogs highlight this:

- Strategy: Watch, Discuss, Rewatch:
<https://blog.brainpop.com/i-tried-it-watch-discuss-rewatch/>
- How I Transformed My Classroom Into a Movie Studio:
<https://blog.brainpop.com/how-i-transformed-my-classroom-into-a-film-festival/>

b. Offer assessment functions, features, or activities that encourage students to practice with content and demonstrate their understanding.

BrainPOP's assignment builder allows teachers to create work projects for individual students, small groups, or the entire class. Assignments can have one resource or many, depending on teacher and student needs. Tracking assignments on the teacher dashboard gives you quick insight into an individual student's progress or the entire class. Educators can use their individual accounts to view assignments, track students' progress, and grade and give feedback on students' work in real time.

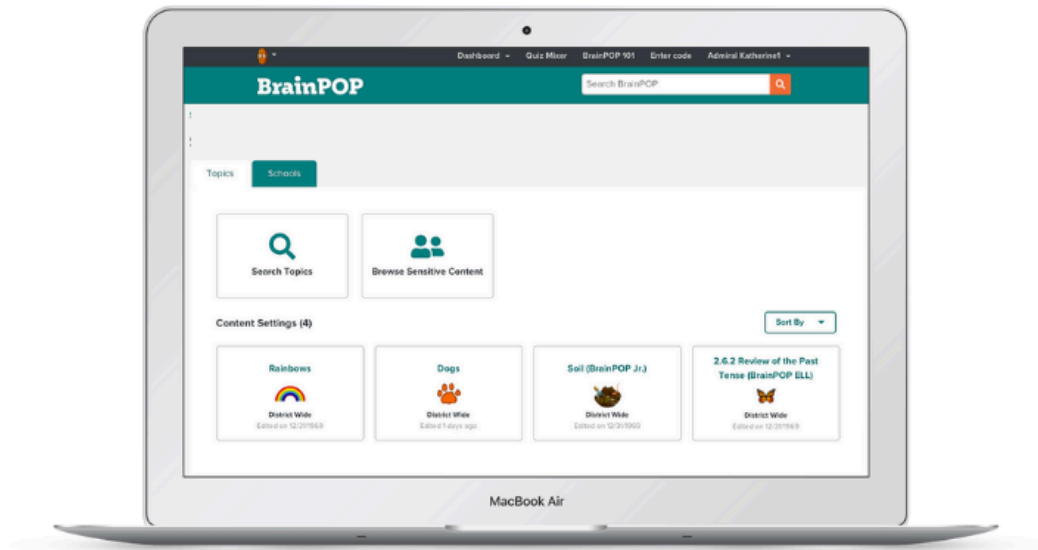
Principals and central office administrators can be set up for access to our "admin dashboard." This allows them to pull usage reports, set up other admins, and manage individual accounts. Usage reports can also be supplied by our team upon request.

Quiz support resources called Quiz Mixer allows teachers to choose from over 50,000 questions written by BrainPOP and Educators with subscriptions. You can also include your own original selective response, open response and poll questions. Quiz Modifications provides strategies for customizing and modifying the quiz to meet the needs of diverse learners.

c. Customization options to meet specific learning objectives and preferences.

Content Management Tools are available for all BrainPOP Administrators so they can manage grade-level access to BrainPOP topics directly from the Admin Dashboard. These new tools enable you to define grade-level access to content across BrainPOP's 1,200+ topics, allowing increased support in determining a topic's developmental appropriateness for your school community.

- o Turn on/off access to content by school or district
- o Filter and browse topics by grade level
- o Enable "Teacher View" for teachers to view their filtered topics and ensure students only view the approved content



d. Provides options for accessing data to monitor usage and student engagement.

BrainPOP has always been there for the teachable moments. We are committed to making sure our schools and districts have what they need to facilitate meaningful, memorable instruction, no matter what subject they teach. With the launch of our new reports, we're taking it a step further: meaningful, memorable, and measurable.

BrainPOP has a number of auto-graded learning activities that track student progress and are embedded into the following tools: Quizzes/ assessments, Related Readings, Challenge, Pause Points, and the animated videos. The impact of these learning activities is essential for educators to track mastery and growth monitoring. BrainPOP is committed to development in this area and will provide targeted recommendations for their usage.

Our enhanced **Teacher Dashboard** launched in June 2023, with new literacy skill insights for classroom teachers. Teachers are able to track individual and class level progress towards essential literacy proficiency in BrainPOP and BrainPOP Jr. teachers will see how individual students' time with auto-graded assessments is driving literacy growth across the curriculum. This actionable data will help to differentiate instruction and support meaningful learning that drives impact for every student in BrainPOP.

BrainPOP's Insights Reports provide a detailed understanding of each student's real-time progress and performance, ensuring that each lesson is thoughtfully designed to meet your students exactly where they are in their learning journey.

The following table highlights ways to use BrainPOP’s Insight Reports to improve student learning outcomes.

Assignment Summary Report	Assignment Assessment Report	Individual Student Literacy Report
Identify skill gaps	Complete error analysis	Utilize current levels
Monitor student engagement	Understand student thinking	Reinforce literacy skills
Reinforce content knowledge	Navigate multiple data points	Work with colleagues

This data provides actionable insights that empower teachers to enhance their instructional strategies and foster personalized learning. These features exemplify BrainPOP’s commitment to evolve alongside the needs of classrooms, championing student success and ensuring every student becomes a confident learner.

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.

Standards Alignment

BrainPOP content aligns with Virginia’s Standards of Learnings. Our standards search option within BrainPOP Educators (<https://educators.brainpop.com/standards-search/>) allows teachers to search BrainPOP content for specific standards by grade level and/or subject. These built-in BrainPOP tools allow teachers to stay focused on quality instruction and learning resources while supporting students with exposure to and mastery of the skills and competencies expected of all Virginia students.

Science Standards Alignment

Our content, learning activities, and topics are aligned with the standards that matter to you, including Virginia’s Standards of Learning. BrainPOP Science’s read-to-go investigations, engineering projects, individual resources, and quizzes – all aligned to disciplinary core ideas (DCIs), science and engineering practices (SEPs), and cross-cutting concepts (CCCs) – are standards-aligned ways to nurture middle schoolers’ innate scientific curiosity while simultaneously preparing them for their assessments.

The engineering projects take learners through the design process that has learners solve a real-world problem statement while aligning to the engineering practices. The focus is on learners brainstorming, narrowing down ideas based on constraints, researching the problem

and learning the science to help solve the problem, building a hands-on solution, testing the solution, and iterating. The engineering projects span all three domains on the NGSSS and ensure that the engineering practices and science DCIs are incorporated into each project. The engineering projects take an interdisciplinary approach where learners can collaborate with peers to build, test, and iterate on their designs. Also, the builds and solutions often require learners to use middle school math concepts to design the physical prototype.

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

BrainPOP's offering is available 24/7.

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.

BrainPOP can allow students and teachers enrolled in alternative program centers in Henrico complimentary access to our products. As long as all alternative programs clearly exist as separate entities in Clever or Powerschool, BrainPOP can accommodate this request. In the past, BrainPOP has provided complimentary access to ABA programs in Henrico. The institutes with complimentary access to ABA programs in Henrico for the 2024-2025 renewal are listed below.

- Pace West School
- Va. Randolph Ed. Center
- Empowerment Academy
- Academy At Virginia Randolph

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.**

BrainPOP's offerings work on any major web browser such as Chrome, Edge, Safari, or Firefox. We ensure compatibility with the latest browser versions and only required standard browser plugins.

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

BrainPOP's goals have always been tied to reaching all learners, factoring in the broadest possible range of needs and learning styles. Accessibility was front of mind when we redesigned BrainPOP®, BrainPOP Jr.®, BrainPOP ELL™, and BrainPOP Science with a focus on site navigation to student-facing features. Our platforms are intuitive and clear for all users, including students, teachers, and parents.

Video and Sound

- All BrainPOP movies and comics include transcripts and captions that provide visual and audio alternatives to video and sound.
- All site content is easily navigable for someone with low vision or color blindness through appropriate color contrast, functional browser zoom and does not use color to convey meaning.

Teachers can differentiate what resources are included when assigning an investigation, allowing accommodations and additional support for students with disabilities and/or needing remediation, reteaching or intervention opportunities. Additionally, Unit-Level Assessments are intentionally designed to provide teachers with actionable insight on students' mastery of knowledge, strengths, and areas for improvement. With these diagnostic capabilities, students in need of extra support can have targeted differentiated instruction and re-attempted assessments specific to their growth areas.

BrainPOP Science's integration with Microsoft Immersive Reader can also support students in need of additional support through read-aloud questions and answers, multi-lingual support and a picture dictionary and text decoding. The immersive reader is a tool with a variety of uses to support students' reading needs. Features include:

Read-aloud questions and answers

- Multi-lingual support and a picture dictionary
- Text decoding to support students with learning differences

Currently in Science, Microsoft Immersive Reader is available in phenomena, simulations, digital manipulatives, and 3D Worlds. It is usable in:

- Review mode and graded mode
- Fullscreen mode and mobile

BrainPOP builds features and products that engage, excite, and challenge every child in every way they learn. We strive to comply with the [Web Content Accessibility Guidelines \(WCAG\)](#) and continue to make improvements and updates to our features across our products in an ongoing effort to make sure our products are as accessible as possible.

BrainPOP's VPAT details our compliance with Revised 508 Standards and WCAG 2.1 AA.

You can download our latest VPAT here: [BrainPOP VPAT 2023](https://cdn.brainpop.com/assets/documents/accessibility-report/BrainPOP_Web_VPAT_WCAG-2.1_04-2023.pdf)

https://cdn.brainpop.com/assets/documents/accessibility-report/BrainPOP_Web_VPAT_WCAG-2.1_04-2023.pdf

Additional information can be found at: <https://www.brainpop.com/accessibility/>

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

BrainPOP is cloud-based and delivered via the Internet over wireless LANs to the client's browser.

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

Our platforms are intuitive and clear for all users, including students and teachers.

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)

BrainPOP sites are mobile browser compatible.

C. Integration and Reporting

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

The BrainPOP Implementation Team will guide the technical setup of teacher and student accounts to ensure quick, easy, and equitable access to BrainPOP for all users. They will remain in touch with the district until an access method has been selected and teachers and students have begun to use BrainPOP successfully.

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:

BrainPOP supports single sign-on, but it requires separate accounts and passwords for users.

- **Individual Accounts** – Students and teachers have their own separate logins with unique usernames and passwords.
- **School or District Accounts** – Some schools provide a shared access system where students log in using a class code or school-wide credentials.

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

BrainPOP allows for SSO through LTI.

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.

Every teacher and student would have an individual BrainPOP account. BrainPOP's School and District Admin Usage Report allows administrators to add or remove content and gain insight into the usage of BrainPOP products in their district.

School and district reports give you direct visibility into usage data:

- Track top topics to see where students build background knowledge and vocabulary.
- Identify popular movies and auto-graded formative assessments (Pause Points, Quizzes, Challenges).
- Filter usage data by product, user, and custom date ranges.
- Identify the most active teachers in your classrooms by the number of logins and assignments.

These new reports provide valuable insight into how BrainPOP is used in the classroom, allowing administrators to make more informed decisions that benefit both teachers and students. They also provide insight into how usage can guide learning and instruction.

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.

Schools and districts can set up a Single Sign-On (SSO) integration for their BrainPOP plans. BrainPOP supports integrations with any one of our integration partner's tools: Clever, Classlink Launchpad, Google SSO, or any LMS with LTI tools. All of our integrations provide SSO and individual account creation functionality. For integration information please visit:

<https://help.brainpop.com/hc/en-us/articles/360045444411-Get-Started-with-Integrations>

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

Data integration will be provided at no additional cost.

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

BrainPOP offers solutions that integrate seamlessly through IMS Global interoperability standards. Specifically, BrainPOP has achieved 1EdTech certification for OneRoster 1.1, which facilitates the secure exchange of class rosters, assignments, and grades between educational systems.

Henrico may choose to access BrainPOP through a number of third party integrations, including Clever, Classlink Roster Server, Google SSO, and others. The setup and use of an integration are at the district's discretion and will not affect users' access if the district decides not to integrate.

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.

BrainPOP will comply with the Information Technology Accessibility Act. Our accessibility statement can be found at: <https://www.brainpop.com/accessibility/>

BrainPOP's VPAT details our compliance with Revised 508 Standards and WCAG 2.1 AA.

You can download our latest VPAT here: [BrainPOP VPAT 2023](https://cdn.brainpop.com/assets/documents/accessibility-report/BrainPOP_Web_VPAT_WCAG-2.1_04-2023.pdf)

https://cdn.brainpop.com/assets/documents/accessibility-report/BrainPOP_Web_VPAT_WCAG-2.1_04-2023.pdf

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

BrainPOP's goals have always been tied to reaching all learners, factoring in the broadest possible range of needs and learning styles. Accessibility was front of mind when we redesigned BrainPOP®, BrainPOP Jr.®, BrainPOP ELL™, and BrainPOP Science with a focus on site navigation to student-facing features. Our platforms are intuitive and clear for all users, including students, teachers, and parents.

Video and Sound

- All BrainPOP movies and comics include transcripts and captions that provide visual and audio alternatives to video and sound.
- All site content is easily navigable for someone with low vision or color blindness through appropriate color contrast, functional browser zoom and does not use color to convey meaning.

Teachers can differentiate what resources are included when assigning an investigation, allowing accommodations and additional support for students with disabilities and/or needing remediation, reteaching or intervention opportunities.

Learning activities and assessments across products now include an integration with Microsoft Immersive Reader to support different students' reading needs by including language translations in over 45 languages (including Spanish, Hmong, and Somali), text-to-speech read-aloud options, picture dictionaries, and more. We are continuously making updates to our product design with accessibility in mind.

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

BrainPOP includes integration with Microsoft Immersive Reader.

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

BrainPOP's offerings follow Federal Web Accessibility Standards. BrainPOP is committed to adhering to Federal Web Accessibility Standards as outlined in Section 508 of the Rehabilitation Act. We have developed a Voluntary Product Accessibility Template (VPAT) that details our compliance with the Revised 508 Standards and the Web Content Accessibility Guidelines (WCAG) 2.1 AA. You can access our latest VPAT here: [BrainPOP VPAT 2023](#).

BrainPOP has implemented several features to enhance accessibility across our products, including:

Site Navigation: Clear and predictable navigation with options to skip to main content and full keyboard accessibility.

Text: Descriptive images accompanied by alternative text for screen readers, appropriately leveled text, and HTML language tags on all pages.

Video and Sound: All movies and comics include transcripts and captions, ensuring content is accessible to users with visual or auditory impairments.

Additionally, BrainPOP integrates Microsoft's Immersive Reader to further support diverse learning needs.

For more detailed information on their accessibility features and compliance, you can visit BrainPOP's Accessibility Statement: <https://www.brainpop.com/accessibility/>

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

BrainPOP builds features and products that engage, excite, and challenge every child in every way they learn. We strive to comply with the Web Content Accessibility Guidelines (WCAG) and continue to make improvements and updates to our features across our products in an ongoing effort to make sure our products are as accessible as possible.

BrainPOP's VPAT details our compliance with Revised 508 Standards and WCAG 2.1 AA.

You can download our latest VPAT here: [BrainPOP VPAT 2023](https://cdn.brainpop.com/assets/documents/accessibility-report/BrainPOP_Web_VPAT_WCAG-2.1_04-2023.pdf)

https://cdn.brainpop.com/assets/documents/accessibility-report/BrainPOP_Web_VPAT_WCAG-2.1_04-2023.pdf

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.

BrainPOP delivers software as a service (SaaS).

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

BrainPOP provides a secure, web-based system for data in transit and at rest. We apply a Secure Sockets Layer (SSL or HTTPS) encryption technology to encrypt data in transit between the server and the browser. We also encrypt the data at rest. All field validations have parameters for data input and system alerts to prevent and catch data integrity violations.

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

BrainPOP complies with all applicable state and federal laws related to student data privacy.

Our Privacy Policy can be found at: https://www.brainpop.com/about/privacy_policy/

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

BrainPOP does not hold commercial content nor does it serve as a vehicle to market goods and services.

5. 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.

BrainPOP has a presence in over two-thirds of U.S. districts through school and district subscriptions and an estimated reach of 25 million students annually. With successful implementations in large districts over the past two decades, BrainPOP has the experience and capacity to partner with Henrico.

BrainPOP is scalable with an unlimited capacity of concurrent users. We install individual classrooms and entire districts, big and small. Over the last five years, districts like these have benefited from BrainPOP's suite of curriculum offerings.

New York City Department of Education

- 385 Active School Accounts
- 8 curriculum alignments completed around cyber security and computational thinking; offer rostering through Clever

Northside Independent School District

- 114 Active School Accounts
- 4,756 active teachers and 45,595 active students in 2024
- Loyal BrainPOP customers - served as one of the first districts to use BrainPOP Science and have been avid BrainPOP users for 20 years
- Receives ongoing in-person and virtual Professional Learning

San Antonio Independent School District

- 80 Active School Accounts
- 1,152 active teachers and 14,623 active students in 2024
- 84,725 total student activities
- Receives ongoing in-person and virtual Professional Learning

Northeast Independent School District

- 74 Active School Accounts
- 1,628 active teachers, 14,758 students in 2024

- 100,377 total student activities

District of Columbia Public Schools

- 122 Active School Accounts
- 1,472 active teachers and 13,356 active students in 2024
- BrainPOP provides Professional Learning to support teachers in their implementation

On the following page, you will find a district summary example highlighting login activity and data.

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

We do not rely on LDAP authentication. Our native authentication relies on a unique username/password and our SSO integrations rely on OAuth or LTI authentication.

7. 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.

We accept feature and content requests through our Support and Customer Success Teams, and we provide designated School and District Admins with the ability to manage content available to students and teachers using our native Content Management tool. More information about our content principles and content management can be found at the following links:

<https://help.brainpop.com/hc/en-us/articles/4416323223444-District-Admin-Set-Content-Controls>

<https://help.brainpop.com/hc/en-us/articles/5383317200532-Our-Content-Principles>

F. Device, Software, and Network Specifications

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

Note: Green highlights indicate full support for the stated specifications, while items marked with 'N/A' in orange text are not applicable to our system. Additionally, we have used orange highlights with accompanying context in orange text where certain specifications fall below our system requirements.

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 – according to our System Requirements, we can only guarantee support for the latest version of Google Chrome (currently 133). We do not support Microsoft Edge.

3. PDF Reader - embedded within Chrome and Edge – N/A
4. M365 – N/A
- ii. Hardware- Dell Laptops – N/A
 1. Specifications
 - a. Displays: 11"-14" depending upon model
 - b. Network connection: wireless – N/A
 - c. Hard drive: 128-256GB SSD; depending upon model – N/A
 - d. Memory: 8GB – N/A
 - b. Chromebooks (primary device for all elementary students)
 - i. Software
 1. Chromium OS 129.x+ or above – according to our System Requirements, we can only guarantee support for the latest version of Google Chrome (currently 132)
 - ii. Hardware
 1. Dell Chromebook 3100 (touch and non-touch): – N/A
 - a. Specifications:
 - i. Display - 11.6" HD (1366 x 768)
 - ii. Network – Built-in Wireless Card – N/A
 - iii. Processor – Intel Celeron N4020 – N/A
 - iv. Memory - 4GB – N/A
 - c. iOS Devices- Elementary and Secondary
 - i. Software
 1. iOS version -16.x, minimum – according to our System Requirements, we can only guarantee support for two versions back from the current iOS version. Currently we support iOS 16 and later.
 - 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/A
 2. Networking Environment
 - a. District Internet Bandwith
 - 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. – N/A
 - b. Firewall Protection

- i. Cisco firewalls — N/A (See whitelist best practices on p.17)
- 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. — N/A
 - 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. — N/A

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.

To help teachers make the most of everything we offer, BrainPOP provides a wide range of professional learning services to fit your needs and ensure successful implementation to maximize usage and impact for Henrico.

Our professional learning services will provide not only the tools and resources needed to fuel ongoing, quality use of BrainPOP in classrooms, but also research-based instructional strategies that support engagement and literacy-building for ALL students.

Our professional learning services include, but are not limited to:

- a suite of self-paced courses, facilitated webinars and on-site workshops aimed to empower teachers to utilize BrainPOP to have an instructional impact.
- a dedicated professional learning strategist available to develop and facilitate a professional learning plan based on [District Name]’s goals for implementing BrainPOP in classrooms.
- micro-learning offerings aimed to provide teachers and administrators with “just in time” tips and strategies to support their BrainPOP implementation.
- custom curriculum alignments that provide BrainPOP topic suggestions Henrico’s K-8 curriculum and professional learning support coaching teachers on how to use these alignments to support instructional planning.

All educators in Henrico will have access to any custom alignments in their BrainPOP Teacher Dashboard. Teachers that set up individual educator accounts through their School Plan can access the dashboard. The dashboard shows your classes, assignments, and saved projects created through Make-a-Map, Make-a-Movie, Quiz Mixer, and Creative Coding.

Tab 3 – Default, Termination and Barred Certification Statement

BrainPOP certifies the following:

- (i) BrainPOP has not defaulted on any government contract in the last five years.
- (ii) No government has terminated a contract with BrainPOP for cause in the last five years.
- (iii) Neither BrainPOP nor any of BrainPOP's officers, directors, partners, or owners are currently barred from participating in any procurements by any federal, state, or local government body.

Tab 4 – Offeror Qualifications and Experience

Offerors shall demonstrate the Offeror's, and their staff's qualifications and experience in providing the services requested in the Request for Proposal (RFP).

For over 25 years, BrainPOP has been offering its standards-aligned, interactive online educational solution. Since its founding in 1999 by Avraham Kadar, M.D., BrainPOP has continuously innovated to prepare students to become the leaders of tomorrow. From the beginning, the BrainPOP approach engaged kids' curiosity through short, animated movies that make complicated ideas simple and clear, helping them experience the sudden burst of understanding that Dr. Kadar called a "brain pop."

We have a long track record of working with other districts and reputable partners in the education sector to provide and manage interactive digital tools. BrainPOP has a presence in over two-thirds of U.S. districts and an estimated reach of 25 million students annually.

BrainPOP possesses the ability and capacity to scale to meet the requirements of this RFP, should it result in a contract. A **Project Management team** will work with Henrico to ensure an easy and effective experience. This dedicated team understands the platform design, including how it provides developmentally appropriate and standards-aligned interactive experiences as well as a breadth of experience using data to improve project implementation.

The **Project Management team** includes:

Jay Yampolsky, Strategic Sales Manager: Jay will act as the liaison between BrainPOP and HCPS, and help lead adoption, implementation, and communication throughout the adoption process. He has led numerous pre-implementation district leadership change management sessions to produce high adoption within schools.

Celeste Petrick, Customer Success Manager: Celeste will act as the liaison between BrainPOP and the leaders at Henrico. She will communicate with district and school leaders regarding use, impact, and needs. She has extensive educational technology experience in areas of customer planning, rollout and implementation, professional learning and customer support, and account management.

Jay Chakrapani, Chief Product Officer: Jay leads the development and execution of BrainPOP's product strategy with a focus on innovation and expansion. He has extensive leadership experience in the edtech industry and is focused on leveraging technology to enhance impactful learning experiences for students that drive impact.

Lisa Subrizi, Senior Director, QA & Integration: Lisa will act as the technical lead for integrations and interoperability efforts. She is responsible for integrations between BrainPOP and district systems for SSO, Rostering, and Learning Objects.

Raffi Kahane, Chief Technology Officer: Raffi is responsible for all technology and engineering projects. He has designed and built BrainPOP's technology platform.

Elizabeth Fortun, Director of Field Sales: Elizabeth will lead implementations for both product and building effective teacher practice. She has built and led large-scale implementations for both product and building effective teacher practice in large districts across the US.

Henrico will also be provided with a dedicated Curriculum and Instruction team that is committed to collaborating, creating, and facilitating professional learning experiences built upon essential tenets of effective adult learning and aligned with school improvement efforts.

The **Curriculum and Instruction team** includes:

Bobbi Bear, VP, Professional Learning: Bobbi builds effective learning opportunities to support product and initiative implementation, facilitating learning workshops and keynote addresses to teachers and district leadership. Bobbi and her team of curriculum and instruction strategists will design and deliver effective learning opportunities to support product and initiative implementation. This includes facilitating learning workshops and developing teacher support resources, including custom alignments, to optimize the use of BrainPOP's offerings.

Katherine Bull, Director of Customer Success: Katherine will lead the Support and Implementation teams. She is responsible for all technical onboarding, troubleshooting, and support for new and existing BrainPOP customers. Katherine has led multiple Customer Success and Implementation teams in the edtech space at both the K12 and higher education levels.

Melissa Hogan, Senior Director of Efficacy Research: Melissa oversees BrainPOP's efficacy research team and their efforts to ensure its products deliver measurable learning outcomes.

She conducts and leverages efficacy research studies to gather evidence and insights demonstrating BrainPOP products' impact on student learning.

Amanda Marez, Implementation Specialist: Amanda leads BrainPOP integrations in all new schools within HCPS. She utilizes her robust knowledge of existing BrainPOP integrations to assist new schools and large districts in setting up.

Offerors shall provide resumes of staff and the local representative who would be assigned to this contract if awarded.

a. **number of years providing the services requested**

Henrico County Public Schools has been purchasing from BrainPOP since 2006

b. **number of current customers**

BrainPOP has a presence in over two-thirds of U.S. districts and an estimated reach of 25 million students annually.

Contact

www.linkedin.com/in/jay-yampolsky-517913 (LinkedIn)

Top Skills

Management Consulting
Database Design
Business Analysis

Jay Yampolsky

Director of Sales @ BrainPOP | Sales Leadership, Revenue Growth
Cornelius, North Carolina, United States

Summary

I am an interim Director of Sales at BrainPOP, a leading provider of engaging and educational digital content for students and educators. With a Master of Social Work degree and over 4 years of experience at BrainPOP, I combine my passion for education and social impact with my expertise in EdTech and sales.

I lead a team of senior account directors in driving BrainPOP towards our revenue goal by implementing a consultative approach to sales, ensuring accountability, and coaching continuous improvement of the team. I also work with senior and executive leadership on business process improvements, sales and marketing initiatives and positioning, and share trends and opportunities in the market for consideration of product roadmap. As a top sales producer, I am responsible for new business growth in the mid-Atlantic region, where I have successfully built partnerships worth millions and led the sales growth of our new middle school science solution.

Experience

BrainPOP

5 years 3 months

Director of Sales

May 2023 - Present (1 year 10 months)

New York, United States

As the interim Director of Sales I am responsible for leading a team of senior account directors in driving BrainPOP towards our revenue goal by implementing a consultative approach to sales, ensuring accountability, and coaching continuous improvement of the team.

Ensure the sales team is managing their pipeline with effective documentation within our Salesforce CRM, completing timely communication with opportunities and opportunity contacts, and doing the activities to hit yearly quota targets.

Work with Senior and Executive Leadership on business process improvements, sales and marketing initiatives and positioning, and share trends and opportunities in the market for consideration of product roadmap.

Key Account Director

December 2019 - Present (5 years 3 months)

Southeast

Top sales producer responsible for new business growth in the mid-Atlantic. Great collaborator and get the most out of resources. Took the lead in sales growth of our new middle school science solution.

Public Consulting Group

Business Development Manager

October 2018 - December 2019 (1 year 3 months)

Responsible for Midwest

Scryb LLC

Regional Sales Director

November 2017 - September 2018 (11 months)

Manassas VA

Learning.com

Territory Manager

April 2013 - November 2017 (4 years 8 months)

Mid-South

Responsible for driving business growth in North Carolina, Tennessee and Virginia. Establish relationships with C-level leadership of school districts to sell subscription based software licenses of cutting edge web-based technology.

Public Consulting Group

Senior Consultant

September 2002 - April 2013 (10 years 8 months)

Education

Isenberg School of Management, UMass Amherst

BAA, Accounting · (1987 - 1991)

Salem State College

Master of Social Work (MSW), Social Work · (1997 - 1999)

Contact

www.linkedin.com/in/celeste-petrick-08bab2154 (LinkedIn)

Top Skills

Organization Skills

Microsoft PowerPoint

Microsoft Word

Celeste Petrick

Senior Customer Success Manager @ BrainPOP | Bachelor's in Special Education

Raleigh, North Carolina, United States

Summary

I am a Senior Customer Success Manager at BrainPOP, a leading educational technology platform that empowers teachers and students with interactive and engaging learning experiences. I have been working with BrainPOP since 2024.

My passion is to help schools and educators achieve their desired outcomes by renewing, problem-solving, and nurturing them. I conduct account reviews, develop long-standing relationships, and ensure value is delivered and ROI is maximized. I also collaborate with internal teams to provide customer feedback and insights, and to advocate for their needs and expectations. As well as to work together to expand our customers in any way we see fit.

I have a Bachelor's degree in Special Education and Teaching from The College of Saint Rose, which gives me a solid background and understanding of the challenges and opportunities in the education sector. I am proactive, organized, and passionate about customer success, and I enjoy building lasting partnerships with customers and stakeholders. I am always eager to learn, grow, and connect with others in the edtech community.

Experience

BrainPOP

Sr. Customer Success Manager

April 2024 - Present (11 months)

New York City Metropolitan Area

Nearpod

3 years 9 months

Senior Customer Success Manager

January 2022 - May 2024 (2 years 5 months)

Customer Success Manager

September 2020 - May 2024 (3 years 9 months)

I am responsible for renewing, onboarding, and nurturing Nearpod customers.

I work daily to continue to help and maintain a positive relationship with my customer.

Dude Solutions

1 year

Client Success Manager

August 2019 - June 2020 (11 months)

Raleigh-Durham, North Carolina Area

Dude Solutions provides cloud-based operational management software serving the K-12, higher education, manufacturing, healthcare, and government market.

As a Client Success Manager, I work closely with our clients to ensure they achieve their desired outcomes with our application suite. I conduct Account Reviews with each client to ensure value is being achieved and to develop long-standing relationships. My mission is to be an advocate for our clients, to ensure their best possible ROI and a consistent positive partnership.

Enterprise Sales Development Representative

2019 - June 2020 (1 year)

Raleigh-Durham, North Carolina Area

SchoolDude

Sales Development Representative

April 2018 - June 2020 (2 years 3 months)

Raleigh-Durham, North Carolina Area

The Dude provides ... cloud-based operations management software to track assets and improve workflow to make informed data-driven decisions - and transform lives!

- Largest SaaS provider of Ops Management solutions for both public and private sector
- 10,000+ clients
- 600+ employees
- 97% client satisfaction rating
- World's largest database of operations data

Learn more at dudesolutions.com

Wake County Public School System

Special Education Teacher

August 2015 - April 2018 (2 years 9 months)

Raleigh-Durham, North Carolina Area

Education

The College of Saint Rose

Bachelor's degree, Special Education and Teaching · (2010 - 2014)

Contact

www.linkedin.com/in/jchakra
(LinkedIn)

Top Skills

Product Management
Strategic Partnerships
User Experience

Jay C.

Chief Product Officer
New York, New York, United States

Experience

BrainPOP
Chief Product Officer
December 2023 - Present (1 year)
New York, New York, United States

Learnexus
Advisor
December 2022 - Present (2 years)

Sales Impact Academy
Advisor
October 2022 - Present (2 years 2 months)

Ansel Health
Advisor
November 2019 - Present (5 years 1 month)

Placemakr
Advisor
June 2019 - Present (5 years 6 months)

Bank Street College of Education
Board Trustee
September 2012 - Present (12 years 3 months)

Avathon Capital
Executive in Residence
February 2023 - December 2023 (11 months)

GLG
Chief Product Officer
February 2021 - November 2022 (1 year 10 months)
New York, New York, United States

2U

3 years 2 months

SVP, Technology, Bootcamps

January 2020 - February 2021 (1 year 2 months)

Greater New York City Area

Chief Technology Officer, Trilogy Education

January 2018 - January 2020 (2 years 1 month)

Greater New York City Area

Trilogy was acquired by 2U [Nasdaq: TWOU] in May 2019 for \$750 million.

Barnes & Noble Education, Inc.

Chief Digital Officer

August 2015 - December 2017 (2 years 5 months)

Greater New York City Area

Mentored

CEO

January 2015 - October 2015 (10 months)

New York City Metropolitan Area

CK-12 Foundation

President

January 2013 - January 2015 (2 years 1 month)

Greater New York City Area

McGraw-Hill Higher Education

5 years 9 months

General Manager, Digital

November 2009 - January 2013 (3 years 3 months)

VP, Product Management, Digital

May 2007 - November 2009 (2 years 7 months)

Wolters Kluwer Health

VP, Technology Product Management, Ovid

May 2002 - May 2007 (5 years 1 month)

Proconix Consulting

Partner

October 2001 - January 2003 (1 year 4 months)

Artemis International

2 years 7 months

VP, Product Management, Opus360

April 2000 - October 2001 (1 year 7 months)

Opus360 had an IPO in April 2000 [Nasdaq: OPUS]. Opus360 was acquired by Artemis International in January 2002.

Director of Production, FreeAgent.com/Opus360

April 1999 - April 2000 (1 year 1 month)

Intel Corporation

Senior Technical Marketing Engineer

August 1994 - March 1999 (4 years 8 months)

Education

Massachusetts Institute of Technology

Electrical Engineering · (1989 - 1994)

Northwestern University - Kellogg School of Management

Executive Leadership Program · (2005 - 2005)

Oregon Health and Science University

Computer Science · (1994 - 1995)

Contact

lsubrizi@gmail.com

www.linkedin.com/in/lisasubrizi
(LinkedIn)

Top Skills

Copy Editing

Lisa Subrizi

Director of Product Management (Platform Identity, Interoperability, and Enterprise Systems) at BrainPOP
New York, New York, United States

Experience

BrainPOP

14 years 2 months

Director, Product Management

August 2024 - Present (4 months)

New York, United States

Responsible for Platform Identity, Interoperability, and Enterprise Services.

Sr. Director, QA & Integration

May 2015 - August 2024 (9 years 4 months)

New York, NY

Director, Subscriber Relations

September 2012 - May 2015 (2 years 9 months)

New York, NY

District Relations Associate

October 2010 - September 2012 (2 years)

New York, NY

MDR, a D&B Company

EdNET Conference Coordinator

April 2010 - October 2010 (7 months)

Assist in planning of the EdNET 2010 conference, assist with marketing email promotions, copy editing of conference materials, registration of attendees, and customer service, as well as work at the 3-day conference in Boston

Education

General Assembly

Front-End Web Development · (2016 - 2016)

Marist College

B.A., Psychology, Spanish · (2006 - 2009)

Contact

www.linkedin.com/in/raffi-kahane-a53b35 (LinkedIn)
www.brainpop.com (Company)
www.brainpopjr.com (Company)
www.airreserves.com (Company)

Top Skills

Web Applications
Web Development
Databases

Raffi Kahane

Chief Technology Officer at BrainPOP
New York, New York, United States

Summary

Specialties: Content Management Systems
Web applications

Experience

BrainPOP

20 years

Chief Technology Officer

May 2018 - Present (6 years 7 months)

Greater New York City Area

SVP Technology and Development

July 2010 - Present (14 years 5 months)

Director of Web Development

January 2008 - July 2010 (2 years 7 months)

Responsible for all technical aspects of the BrainPOP brand websites, including infrastructure, databases and the development and design of a proprietary CMS. Manage all strategic technical partnerships and product integrations.

Developer

December 2004 - January 2008 (3 years 2 months)

AirReserves.com

Founder

November 2004 - Present (20 years 1 month)

Developed a flight reservations and management system for commercial airlines and private pilots.

Creo

QA engineer

February 2001 - October 2004 (3 years 9 months)

Education

Tel Aviv University

BSc, Computer Sciences · (2001 - 2004)

Contact

www.linkedin.com/in/elizabeth-fortun-052945114 (LinkedIn)

Top Skills

E-Learning
Interpersonal Skills
K-12 Education

Certifications

Special Education Teaching
Certificate

Elizabeth Fortun

Sales Leadership | Thought Partner | EdTech Enthusiast
Phoenix, Arizona, United States

Summary

I am a challenge driven, impact focused Director of Strategic Accounts with a robust experience as a former Special Education teacher and administrator, Professional Development Specialist, and Implementation Manager. I continuously cultivate many long-lasting relationships with key districts and stakeholders to meet their diverse needs and support the initiatives of multiple districts nationwide.

Experience

BrainPOP

National Director of Sales and State Partnerships
June 2024 - Present (6 months)

Just Right Reader

VP of Strategy and Partnerships
February 2023 - May 2024 (1 year 4 months)

Nearpod

Sr. National Strategic Sales Manager
February 2018 - December 2022 (4 years 11 months)
United States

Benchmark Education Company

National Consultant
January 2017 - February 2018 (1 year 2 months)

Pearson

3 years 1 month
ELL/Intervention Account Executive
November 2015 - January 2018 (2 years 3 months)
Arizona, Nevada, Colorado, Utah, New Mexico

Apply a deep knowledge of the ELL and the Bilingual space along with the growing need of personalized learning to create solutions for school

districts. Strategically manage a five state territory, introduce a new product to markets and generate sales in key accounts to begin growth and expansion.

ELL/Intervention Account Executive - Inside Sales

January 2015 - November 2015 (11 months)

Chandler, Arizona

Served as Specialty Team Leader to develop trainings and strategic plans to drive revenue. Developed and delivered customized winning presentations with a focus on ELL and Intervention needs of districts across the country.

Arizona State University

University Instructor

September 2013 - May 2015 (1 year 9 months)

Online Facilitator

Facilitate online courses, provide clear expectations for student success and maintain student records.

Rio Salado College

College Supervisor

September 2013 - May 2015 (1 year 9 months)

Arizona

Develop engaging webinars and face to face training material. Observe students teaching and evaluate the effectiveness of each students' delivery of educational material. Effectively communicate, both written or orally, with school district administrators and college directors.

Kyrene Elementary School District

District Administrator

June 2009 - June 2014 (5 years 1 month)

Analyze data to determine RTI program effectiveness as well as create and evaluate effectiveness of diverse educational training throughout the school district. Recruit, hire, train, supervise and mentor behavior specialists and special education teachers. Formulated tools to analyze data and monitor expenditures. Established and maintained effective relationships and communication with the community including dissemination of information and conflict resolution.

Arizona State University

Bachelor's degree, Religion/Religious Studies

Arizona State University

Bachelor's degree, History

University of Phoenix

MAED, Special Education and Teaching

Contact

bobbibear@gmail.com

www.linkedin.com/in/bobbibear
(LinkedIn)

Top Skills

ELA Instruction

Grades 7-12 English

Curriculum Design

Bobbi Bear

BrainPOP, Vice President of Customer Experience
Lancaster County, Pennsylvania, United States

Summary

With over 15 years experience providing educational thought leadership to best serve students, educators, and the educational technology marketplace, I am a creative force, empowering best practice and successful team management to yield results.

My professional experience includes building learning opportunities to support effective product and initiatives implementation, facilitating learning workshops and keynote addresses to teachers and district leadership, consulting with sales and marketing teams to drive sales and customer support, and managing a team of learning specialists to guarantee productivity and accountability.

Professional Accomplishments:

Provided "white glove" implementation support and consulting services that resulted in 107% net retention for the 2020-21 fiscal year

Built company's 17 professional learning modules, resulting in \$500K in sales in launch's first quarter

Created and executed company's professional learning series of on-demand eLearning courses

Assisted in strategic growth of professional learning services team and streamlining of expanded team's operations

Core Competencies:

Educational technology integration

Professional learning development and facilitation

Strategic sales and marketing support

Product development

Hybrid/blended learning

Literacy instruction

Professional speaking (workshops/keynotes)

Experience

BrainPOP

Vice President of Curriculum and Instruction

May 2022 - Present (2 years 10 months)

New York, New York, United States

McGraw Hill

National Director of Customer Advocacy

November 2021 - May 2022 (7 months)

Achieve3000

Director of Customer Advocacy

January 2018 - November 2021 (3 years 11 months)

Lakewood, NJ

IXL Learning

Professional Learning Services Manager

July 2015 - December 2017 (2 years 6 months)

San Mateo, California

- Learning module development
- Customer support resource production and delivery
- Professional learning team leadership
- Sales enablement
- Onboarding development and facilitation
- Professional learning facilitation (webinars, on-site workshops, conference keynotes)
- Operations improvement

Manheim Central School District

Literacy Educator

May 2005 - July 2015 (10 years 3 months)

Lancaster, Pennsylvania Area

- 8th grade literacy instruction
- Hybrid/blended learning implementation
- Technology integration to support literacy and learning initiatives
- Curriculum writer
- Standards alignment

Education

Cabrini University

Master's degree, Education · (2011 - 2012)

Millersville University of Pennsylvania

Bachelor's degree, English/Language Arts Teacher Education · (2003 - 2005)

The University of the Arts

Bachelor's degree, Theatre/Theater · (1995 - 1998)

Contact

www.linkedin.com/in/katherinejbull
(LinkedIn)

Top Skills

K-12 Education
Edtech
Sales

Honors-Awards

Wiley Above and Beyond Award

Katherine Bull

Director of Customer Success at BrainPOP
Brooklyn, New York, United States

Summary

I am a passionate and energetic people manager with an all-in approach to customer success. I lead high impact teams that guide, support, and nurture customers through every step in their journey.

Experience

BrainPOP

5 years 6 months

Director of Customer Success

January 2023 - Present (1 year 11 months)

New York, United States

I lead BrainPOP's Implementation and Support teams, which are responsible for providing white glove onboarding service for all new customers and pilots, delivering top tier technical support, and conducting usage intervention. Our goal is to lay the perfect day-one foundation so teachers and students can experience the power of BrainPOP quickly, easily, and deeply.

Associate Director, Implementation

May 2021 - January 2023 (1 year 9 months)

Manager, Implementation

June 2019 - May 2021 (2 years)

Flocabulary

4 years 3 months

Senior School Success Manager

July 2018 - May 2021 (2 years 11 months)

I manage a team of School Success Managers and a high-volume profile of accounts. I ensure users see the value of Flocabulary through steady, consistent usage and secure their subscription renewals each year.

School Success Manager

March 2017 - July 2018 (1 year 5 months)

John Wiley and Sons

4 years 8 months

Account Manager

August 2014 - March 2017 (2 years 8 months)

Northern New Jersey and NYC

I work one-on-one with professors and faculty committees to match our products with their courses with a strong digital-focus and emphasis on custom products specifically tailored to their needs.

I create detailed plans for daily campus visits as well as semester-long and yearlong plans for achieving digital and custom revenue goals, then outline pre-sale commitments via presentations and service proposals. I maintain post-sale relationships through a title's life of edition and beyond through student focus groups, demos of new and existing technology, and training sessions for new faculty.

Assistant Editor

February 2014 - August 2014 (7 months)

Senior Editorial Assistant

August 2012 - February 2014 (1 year 7 months)

Hoboken, New Jersey

Education

University of Richmond

BA, English · (2008 - 2012)

NYU Summer Publishing Institute

· (2012 - 2012)

Contact

drmwhitehead@gmail.com

www.linkedin.com/in/dr-melissa-hogan (LinkedIn)

Top Skills

Research Skills

Grant Writing

Team Alignment

Certifications

General Education K-8

Principal/Assistant Principal K-12

School Leader I

Publications

Sense-making is the Core of NGSS

NGSS Without Dimensions = NGSS Without Proficiency

The Relationship between Physical Fitness and Academic Achievement among Middle School Students in Delaware

Analyzing Your Assessment Data: Patterns of Need & Root Cause Analysis

Melissa Hogan, Ed. D

Senior Director of Efficacy Research @ BrainPOP | Efficacy Research, Assessment Design
Patchogue, New York, United States

Summary

As the Director of Efficacy Research at BrainPOP, I provide strategic direction and contribute directly to the design and development of assessment and efficacy studies that optimize learning outcomes, cost savings, and efficiency for K-12 educational products and services. With over 14 years of experience in educational leadership, assessment design, and product management, I have a proven track record of developing high quality and innovative programs and resources for districts across the country.

I lead a team of researchers, designers, developers, and engineers who integrate research capabilities and innovative technologies to support new designs and directions in assessment and efficacy. I ensure technical quality in the implementation of complex assessments for BrainPOP products and services, and I mentor and develop a team focused on addressing a wide range of assessment, efficacy, and data analytics issues. I am driven by results, collaborative, proactive, and highly organized, and I am passionate about leading organizations and teams to define, develop, and deliver high quality programs, products, and services to all students.

Experience

BrainPOP

3 years 9 months

Senior Director of Efficacy Research
January 2024 - Present (11 months)
New York, New York, United States

- Formulated impactful partnerships with key school districts to spearhead ESSA Tier 2 evidence, demonstrating the positive impact of BrainPOP products on learning outcomes.

- Orchestrated third-party validation of efficacy research across the entire range of BrainPOP products.
- Functioned as the primary point of contact for efficacy research, collaborating closely with Sales, Customer Success, and Marketing teams.
- Played a pivotal role in thought leadership initiatives and authority building efforts within the realms of learning, instruction, and assessment.
- Provided strategic direction for the design and development of assessment and efficacy studies. Emphasis was placed on optimizing structures and processes to enhance learning outcomes, cost-effectiveness, and efficiency.
- Integrated research capabilities and innovative technologies to support new designs and directions in assessment and efficacy. Ensured technical excellence in the design, development, and implementation of complex assessments for BrainPOP products and services.
- Mentored and developed a team focused on addressing a diverse array of assessment, efficacy, and data analytics challenges.
- Fostered a collaborative culture while motivating a multidisciplinary team comprising designers, developers, and engineers.
- Established and nurtured relationships, serving as a liaison between BrainPOP and external groups in the context of assessment and efficacy. This involved engagement with technical advisory committees, foundations, and potential partner organizations.
- Conducted extensive research, evaluation, visualization, and communication of insights derived from large multidimensional datasets.
- Produced technical reports and effectively presented assessment and efficacy research findings to various audiences.
- Worked closely with A.I. and engineering teams to contribute to the development and refinement of A.I. tools and reporting mechanisms.

Director of Efficacy Research

October 2021 - January 2024 (2 years 4 months)

Provide strategic direction and contribute directly to the design and development of assessment and efficacy studies with an emphasis on optimizing structure and processes for learning outcomes, cost savings and efficiency.

Integrate research capabilities and innovative technologies that support new designs and directions in assessment and efficacy. Ensure technical quality in the design, development and

implementation of complex assessments for BrainPOP products and services.

Mentor and develop a team focused on addressing a wide range of assessment, efficacy and data analytics issues.

Cultivate a strong collaborative culture while motivating a team of designers, developers, and engineers.

Build relationships and serve as a liaison between BrainPOP and external groups in the context of assessment and efficacy such as technical advisory committees, and foundations, potential partner organizations.

Research, evaluate, visualize, and communicate insights based on large multidimensional datasets.

Produce technical reports and present assessment and efficacy research to various audiences.

Support and train sales team on efficacy and reporting district conversations

Support and collaborate with marketing team in developing efficacy messaging to customers.

Collaborate with A.I. and engineering teams to develop and refine A.I. tools and reporting.

Principal Assessment and Efficacy Scientist

March 2021 - October 2021 (8 months)

- Develop and collaborate with efficacy team in setting research agenda;
- Design and develop research proposals and studies to evaluate the impact of the product on learning outcomes;
- Support efficacy, product and learning teams in defining specific learning goals and measurement options for learning outcomes;
- Reporting findings of research to key stakeholders through presentations, white papers and research reports;

- Collaborate with the Data and & A.I. team to conduct analyses and generate efficacy insights;
- Support the Efficacy team and work with key stakeholders to develop research agenda for school districts.

Illuminate Education, Inc.

7 years 5 months

Learning & Development, Product Manager

November 2019 - November 2020 (1 year 1 month)

- Developed all core training materials for the product SchoolCity; Collaborated with internal team on scope and content for SchoolCity's Learning Community and eLearning courses.
- Delivered product-focused professional learning across existing and future modalities to educators at all levels; Collaborated with internal teams to support the design and development of training content and resources.
- Managed a team of 20+ Regional Contract Trainers; provided oversight for onboarding, continuous engagement, scheduling and performance evaluations.
- Consistently sought internal and external feedback on training and utilized feedback to drive systematic improvement of offerings.
- Analyzed and acted upon client feedback and key metrics to continuously improve training offerings, delivery and training resources.

Interim Executive Director of Professional Learning

July 2019 - November 2019 (5 months)

- Managed a growing team of 50+ Professional learning Specialists, Content Creators, and Regional Contract-Based Trainers with a dual focus on effectiveness and operational efficiency.
- Led cross-team collaboration with Product Management and Product Development to ensure that all Illuminate solutions are signed in line with educational best practices.
- Defined and developed a scalable professional learning strategy ensuring clients are fully equipped to utilize Illuminate's core solutions and have multiple opportunities via different mediums to optimize (efficient and effective) learning.
- Created, implemented and analyzed existing learning programs; continuously innovate to build a comprehensive portfolio of on-site and virtual offering that meet all client's needs.
- Led, directed and collaborated with content developers to ensure quality and alignment with delivery mechanisms.

- Established and implemented effective recruiting, onboarding and ongoing engagement systems for training professionals.
- Developed and maintained a system for tracking operational metrics; effectively manage team members to consistently meet or exceed expectations.

Manager of Assessment Content and Training

June 2018 - August 2019 (1 year 3 months)

- Delivered content training and professional learning, (both onsite and eLearning), in a wide range of areas including and not limited to Next Generation Science Standards (NGSS), assessment creation, content specific instruction, psychometrics and sales team support.
- Defined content training strategic plans and created opportunities to utilize and enhance Illuminate's solutions and products. Led and developed the process, timeline and resources for eLearning content development.
- Collaborated in writing and presenting Response for Proposals (RFPs) in areas of expertise.
- Led/Collaborated with 20+ Content Developers, Content Reviewers, Illustrators and Copy Editors to deliver quality materials.
- Engaged in cross-team collaboration with Services Development, Sales, Content Management and Developers, and Marketing to ensure alignment across all teams with Illuminate's products and solutions.

NGSS Project Director

December 2016 - June 2018 (1 year 7 months)

- Developed and implemented an effective project plan and agile development process for the NGSS Assessment Product.
- Managed a team of 15+ Authors, Content Leads, Copy Editors and Illustrators.
- Facilitated discussions and professional development to districts on the implementation of NGSS, instruction and assessment.
- Developed a continuous monitoring and evaluation system to ensure the products provided maximum educational value.
- Provided strategic and technical leadership for all NGSS product team comprised of 20+ team members.

Curriculum and Assessment Specialist

July 2013 - November 2016 (3 years 5 months)

- Built and managed the development of Math custom assessments for districts across the country.

- Wrote Common Core State Standards (CCSS) aligned items of various types including Multiple Choice, Multiple Correct Answer, Technology-Enhanced Items, Short Constructed Response, Extended Response and Performance Tasks.
- Managed item banks, which included item reviews, revisions and managing contracted authors and processes.
- Developed Smarter Balanced Assessment Consortia (SBAC) and Partnership for Assessment of Readiness for College and Careers (PARCC) block assessments to mirror consortia blueprints, item specifications and content limitations.
- Facilitated stated, district, and school wide professional development on a wide range of educational topics.
- Provided insight and resources to states, districts, and schools to support implementation of their instructional plan.
- Successfully delivered high-impact sales presentations and demos that results in revenue gains.

Pike Creek Charter Middle School

Co-Founder & Chief Academic Officer

September 2012 - July 2015 (2 years 11 months)

Wilmington, Delaware

- Led the development and authoring of the charter application
- Developed the school's strategic vision and school model based on educational research, best practices and successful related models.
- Developed the school's educational design include objectives, outcomes, curriculum and standards alignment, assessment instructional strategies.
- Developed and expanded partnerships with progressive organizations, innovative leaders in education and research, and the schools surrounding community.
- Oversight of all Charter Board Committees.
- Chair of the Education Committee.
- Co-Chair of Facilities and Finance Committee.
- School representative for charter application meetings and public hearings with the Department of Education.
- Led community town hall meetings to gain support and educate the community on the school's vision and overall objectives.

Wireless Generation

Educational Data Coach for Delaware Public Schools Across the State

October 2012 - June 2013 (9 months)

Wilmington, Delaware

- Led statewide PLCs and Taking Action with Data (TADA) Race to the Top initiatives focused on training and coaching district leadership, building administration, instructional leaders and teachers in analysis of various data sources including classroom, school-wide, and state data systems to initiate change in instruction and increase student achievement.
- Facilitated Taking Action with Data Professional Learning Communities (PLCs) integrating and embedding Common Core State Standards (CCSS) while using data conversations to inform curriculum, instruction and assessment improving student achievement.
- Collaborated with internal and external stakeholders when designing and revising content for educators to use with supporting their data action plans.
- Ambassador for introducing Common Core into PLCs and facilitated transition to how to lead a standards-based curriculum with aligned assessments.
- Designed and delivered professional development for teachers, administrators and district stakeholders.
- Transformed school culture on how data and professional development are used to increase achievement among all populations and subgroups by administrators or other educators facilitating their own PLCs by year two.
- Tracked and analyzed aggregate and disaggregate data to inform the next phases of professional development for all schools and staff.
- Performed and facilitated action research on top pedagogical approaches and instructional practices.
- Facilitated multi-stakeholder communication with campus and district administrators to support school and district sustainability of PLCs.

Charter School

4 years 3 months

Dean of Curriculum and Instruction

August 2011 - October 2012 (1 year 3 months)

Wilmington, Delaware

- Analyzed and evaluated current curriculum, including research and development of best practices, developed math scope and sequence, ELA, and standard based assessment according to prioritized standards established by the state. Coordinated and administered whole school Delaware Comprehensive Assessment System (DCAS) and Measures of Academic Progress (MAP).
- Collected, analyzed and presented test score data to school staff, parents, and school board. Lead grade level team meetings and worked one on one with teachers to use data to develop data drive lessons.

- Organized and led professional development for all teachers on best practices, curriculum, classroom management, team building and data analysis.
- Observed, evaluated and offered feedback to teachers through Delaware Performance Appraisal System (DPAS II), information observations and walk-throughs.

Teacher, Data Team Lead, Board Member
August 2008 - August 2011 (3 years 1 month)

First and Second Grade Teacher

- Implemented curriculum for Math, English Language Arts, Science, Social Studies, Spanish and Character Development.
- Use student data to create rigorous standard-based units and lesson plans.
- Developed the Social Studies scope and sequence.

First and Second Grade Team Leader

- Led professional development and team meetings to overcome challenges and review data to increase student achievement.
- Developed Math scope and sequence for K-5.
- Coordinated with administration team to create curriculum and school schedules.
- Organized school-wide activities.

Board Member

- Teacher representative on school board.
- Attended all board meetings, executive sessions, retreats and served on the academic accountability committee.

Education

Wilmington University

Doctor of Education (Ed.D.), Educational Leadership · (2011 - 2014)

Wilmington University

Master's degree, School Leadership · (2009 - 2010)

University of Delaware

Bachelor's degree, Human Services, Education and Public Policy · (2004 - 2008)

Contact

www.linkedin.com/in/amanda-marez-a8b915145 (LinkedIn)

Top Skills

Customer Relationship Management (CRM)

Customer Service

Training Videos

Certifications

Teaching License, Various Types

Certified Teacher

Amanda Marez

Implementation Specialist @ BrainPOP

Lake Worth, Florida, United States

Summary

Highly motivated and experienced technology professional with a passion for training and customer success. I have a proven track record of implementing innovative solutions and driving adoption through content development and increased engagement. I'm committed to providing exceptional training and customer support to ensure a successful outcome and customer satisfaction.

Experience

BrainPOP

Implementation Specialist

July 2023 - Present (1 year 8 months)

New York, New York, United States

SMART Technologies

Training Specialist

September 2021 - July 2023 (1 year 11 months)

Serves as Training Specialist and implementation specialist for Palm Beach County Schools with a proven track record of success in managing customer accounts. Managing over 60 accounts and responsible for scheduling regular meetings, conducting training sessions, and providing ongoing support to ensure customer satisfaction.

The School District of Palm Beach County

5 years 6 months

Technology Trailblazer

August 2018 - September 2021 (3 years 2 months)

Boca Raton, Florida, United States

I am positioned as a Lead Trailblazer for Whispering Pines Elementary School.

I improve on professional development for teaching staff by instructing them on 1:1 technology use and the most effective ways to integrate technology into their classrooms.

I uphold a strong dedication to improving student engagement and coaching teachers on how to increase information retention through the use of technology and interactive digital learning aids.

I wield finely-tuned expertise in the use of G-Suite for Education, Chromebooks, and interactive SMART panels.

I increase program efficacy by assessing faculty and staff learning needs and coordinating the appropriate training; ensure top satisfaction by offering additional coaching and providing constructive feedback.

I strive to reach continuous improvement by analyzing measurable data, identifying gaps, and adjusting accordingly.

Teacher - 5th grade, Clinical Educator

April 2016 - September 2021 (5 years 6 months)

Boca Raton, Florida, United States

Advanced student learning by incorporating innovative technology to design lesson plans that promoted engagement and student interest.

I completed in-depth research on consistently evolving industry trends to elevate student learning experiences.

I maintained a strict focus on positioning students to grasp materials and advance at an ideal rate.

I found great value in developing strong relationships with students, parents, and family members, encouraging their involvement.

I facilitated consistent lines of communication with parents regarding their student's classroom performance.

I utilized expertise to deploy use of G-Suite learning management system to generate an online curriculum and develop courses.

I exhibited excellence in learning, adopting, and applying the use of emerging technology.

I strengthened the faculty by serving as a mentor and trainer for new and pre-service teachers as a Clinical Educator.

I assessed teachers' daily practices and provided insight on new strategies and proven instructional techniques.

Wayne County Public Schools

Teacher/Team Leader

August 2012 - December 2015 (3 years 5 months)

Goldsboro, North Carolina, United States

Hillsborough County Public Schools

Teacher/Team Leader

January 2010 - December 2011 (2 years)

Tampa, Florida, United States

Education

Liberty University

Master of Education in Curriculum and Instruction, Educational Technology
and Online Instruction

University of Tampa

Bachelor of Arts - BA, Elementary Education and Teaching

Tab 5 – Instructional Requirements

Impact

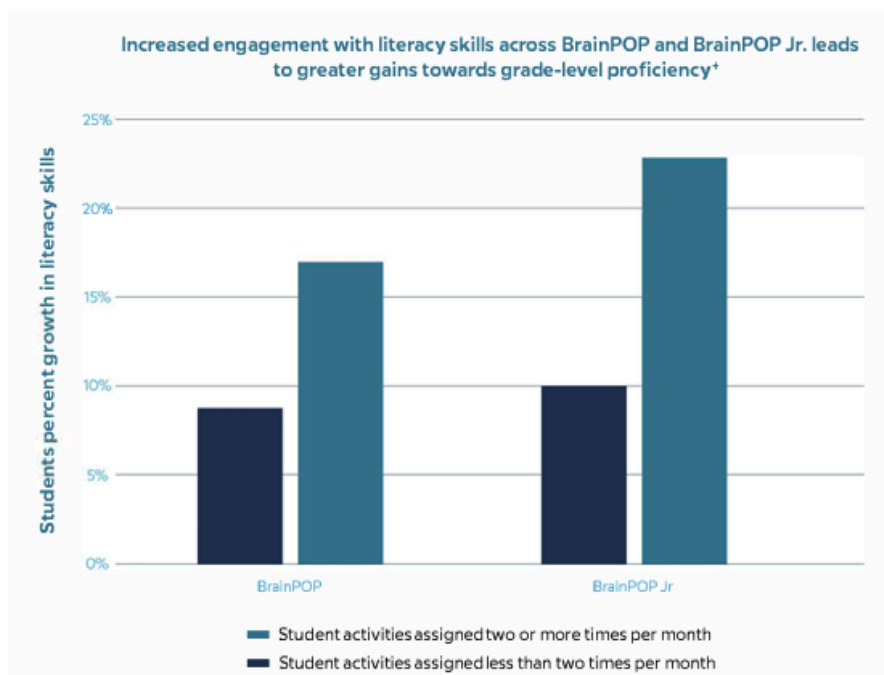
Proven to raise academic achievement, BrainPOP has been a trusted resource to more than six million educators and has engaged the hearts and challenged the minds of over 300 million learners worldwide. 70% of K-8 U.S. schools have turned to BrainPOP as a go-to resource for remote learning, and nine out of ten educators would recommend it to a friend or colleague.

Results from recent studies demonstrate the effectiveness of BrainPOP and the various ways it fosters learning. The links to the studies can be found below:

[The Impact of BrainPOP on Literacy Skills, 2022](https://brnpop.co/literacy-efficacy-study)

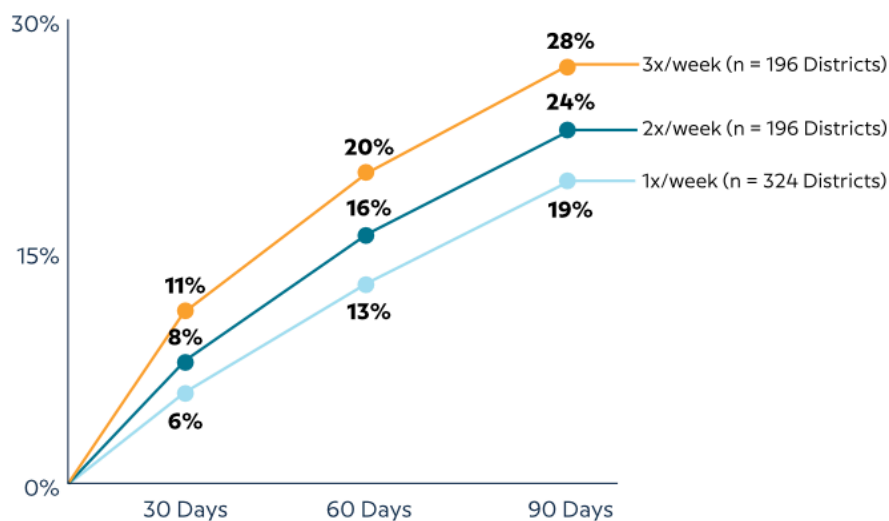
[Brnpop.co/literacy-efficacy-study](https://brnpop.co/literacy-efficacy-study)

This study shows continuous engagement with literacy skills on BrainPOP and BrainPOP Jr. leads to a statistically significant increase in learning gains in literacy across subjects. In addition to the original study, we have been able to run additional analysis, utilizing the same methodology, and can now speak to proven outcomes for 3x/week usage.



See our [infographic](https://bit.ly/3IT5hp4) on this research: <https://bit.ly/3IT5hp4>

Comparison of Learning Gains Across Usage Cohorts



*Each usage cohort shown on this graph represents different districts with students who used BrainPOP between 1-3 times per week for 90 days

Key Findings:

- Students who completed auto-graded activities at least three times a week showed a 28% increase in literacy skill proficiency.
- The Results qualify for ESSA Tier III validation, Promising Evidence and have been validated by LearnPlatform.

[The Impact of BrainPOP on State Assessment Results, 2018](https://bit.ly/3PCDnkQ)

<https://bit.ly/3PCDnkQ>

The quasi-experimental study assessed student performance by comparing BrainPOP® subscribers to non-subscribers using the results of statewide tests administered at the end of the 2015-2016 school year. BrainPOP's Data and Analytics team looked at results across five states (California, Colorado, Florida, New York, and Texas) and three core subject areas (ELA, Math, and Science) for students in grades 3-8.

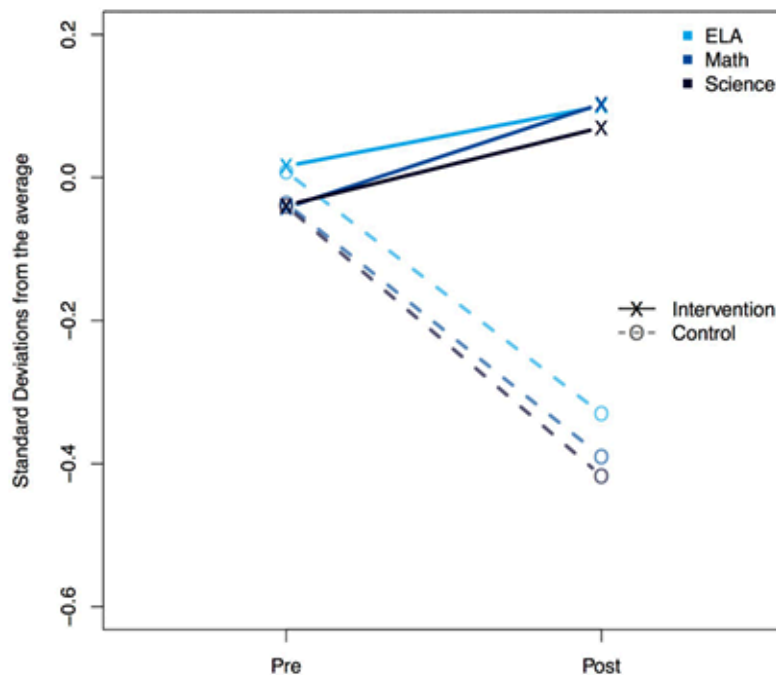


Figure 1 - Change from pre to post averaged across all five states, measured in units of standard deviation from the mean and then averaged across all available grade levels. The solid, dark lines correspond to the intervention and the dashed transparent lines are for the control group. Both groups were matched on their pretest scores.

Key findings of our effectiveness study indicate that students in schools with a BrainPOP subscription performed better on state standardized tests than those in non-subscribing schools:

- The effect was always positive, statistically significant at the $p < 0.10$ level, and verified in five different states.
- An average effect size of 38.4 in ELA, 44.8 in Math, and 46.4 in Science across five states, indicating that BrainPOP subscribers perform better than a demographically similar set of non-subscribers.
- The results qualify for Moderate Evidence of Impact level for ESSA.

[The Impact of BrainPOP Training & Certification, 2018](https://bit.ly/49eMtv2)

<https://bit.ly/49eMtv2>

This study shows the effectiveness of BrainPOP's educator certification program in facilitating stronger use of BrainPOP to support more student-centric teaching techniques.

See our [infographic](https://bit.ly/3TU6i6x) on this research: <https://bit.ly/3TU6i6x>

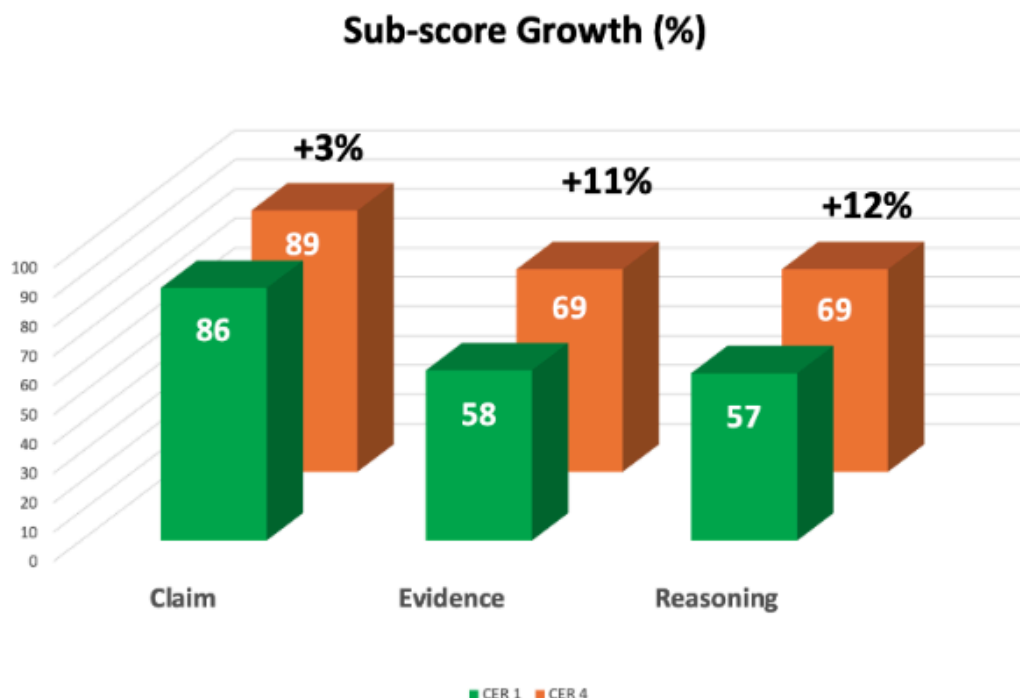
Key findings:

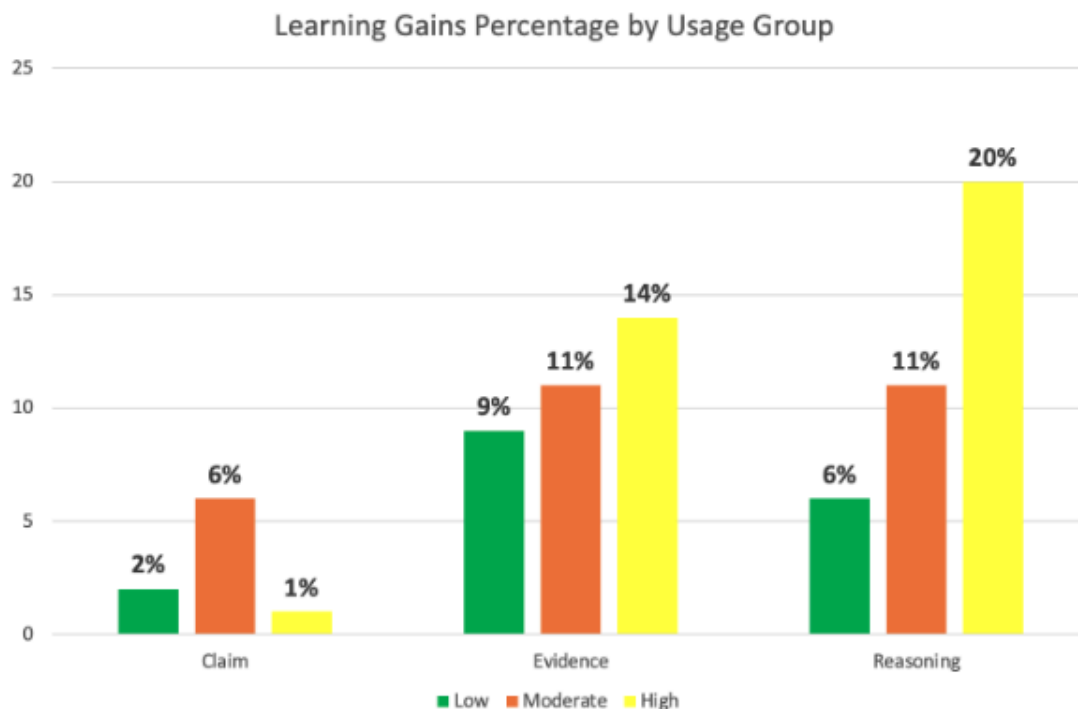
- 68% showed intent to shift to more progressive, student-centered pedagogical models when using BrainPOP.
- Overall, educators expressed greater comfort in teaching complex/sensitive topics utilizing BrainPOP's tools.

[The Impact of BrainPOP Science on Claim-Evidence-Reasoning \(CER\) Skills, 2023](https://bit.ly/3TW66DK)
<https://bit.ly/3TW66DK>

This study shows that integrating BrainPOP Science's Claim Evidence Reasoning (CER) method into science investigations significantly enhances students' proficiency in evidence-based writing skills and conceptual understanding of science concepts (aligned to NGSS).

See our [one-pager](https://bit.ly/3xgH7Cn) on this research: <https://bit.ly/3xgH7Cn>





Key findings:

- Results indicate significant learning gains in all districts for each claim, evidence and reasoning subscore, as well as overall CER scores, between students' first and fourth CER submissions.
- Moderate and high BrainPOP Science usage also significantly increased reasoning scores.
- Additional evidence showed that students who engage with BrainPOP Science more frequently and more in-depth by utilizing multiple resources within the investigations demonstrated greater learning gains in the development of multidimensional knowledge and CERs.

Partnerships and Notable Accomplishments

BrainPOP has a track record of working with other large districts and reputable partners in the education sector. BrainPOP is district-wide in some of the largest districts across the nation, including DCPS, Houston ISD, Portland Public Schools, Dallas ISD, and NYCDOE, among others. Over the last five years, districts like these have benefited from BrainPOP's suite of curriculum offerings.

In addition to district-wide implementations, we also value the opportunity to partner with innovative education agencies and nonprofits that are committed to elevating teaching and learning.

BrainPOP is an approved vendor and partner with [LEAP Innovations](#), an industry leader local to Chicago. LEAP's CEO, Phyllis Locket, partnered with BrainPOP's founder on a Forbes article [Finding the Teachable Moments in COVID-19](#). Phyllis Locket also served as a keynote speaker at a 2019 BrainPOP summit

BrainPOP is a longtime partner of [Project Tomorrow](#), and is currently the exclusive content partner for a [RobinHood grant](#) for building elementary teacher readiness and capacity for computational thinking with core curriculum across 10 schools in the NYC DOE.

BrainPOP has demonstrated alignment to the Every Student Succeeds Act (ESSA) Tiers of Evidence through our recently validated Tier III efficacy study, The Impact of BrainPOP on Literacy Skills. This study was validated through our third party partner LearnPlatform.

BrainPOP has a long history of working closely with the [International Society of Technology in Education](#) (ISTE). BrainPOP was one of the first products to be awarded the redesigned ISTE Seal of Alignment in the Curriculum category in 2023.



ISTE reviewers concluded that "BrainPOP offers an engaging and versatile platform that supports learning goals across a wide range of topics. With its clean and intuitive user interface, the platform provides content that is aligned with academic standards and tailored to student interests. Educators are able to customize the activities as needed, and students are able to explore in a safe, playful platform on their own. Through a variety

of tools, students can effectively respond to prompts, engage in discussions about real-world issues, and enhance their media literacy skills through curated resources. The platform also emphasizes robust digital citizenship resources, and through its multiple tools and learning modalities, students can research, write, develop ideas, and explore connections to current issues. Tools such as mapping, reading with note-taking, and movie-making empower students to develop opinions and propose solutions to real-world questions, while scaffolding support ensures inclusivity for learners at different levels.

Overall, BrainPOP provides a well-designed and comprehensive solution that facilitates a deep understanding of essential concepts and critical skills. It offers students multiple pathways to

explore topics, engage with various forms of media, and enjoy the learning process. At its core, BrainPOP provides a platform that equips both students and educators with versatile tools to harness technology in diverse ways, while also promoting digital literacy along the way.” Full findings:

<https://drive.google.com/file/d/1b1FTOvxlcqyltYARxGn3MNUJ9wTrwCBL/view>

BrainPOP recently passed two rigorous assessments and achieved certification by Digital Promise for meeting high standards in research-based design and learner variability needs. BrainPOP’s certification is an honor only awarded to 22 EdTech platforms.



BrainPOP is a winner of the 2022 “Best Tools for Back to School. This award helps educators find the most impressive products and solutions that will support their work in any learning environment.

BrainPOP Science recently received the CODiE award for Best Science Instructional Solution for Grades PK-8. The SIIA CODiE Awards honor top tech companies, products, and people as leaders in innovation and excellence.



BrainPOP Staff Qualifications

BrainPOP’s staff is composed of former educators and subject matter experts. Highlighted below are some of our staff that focus on keeping our curriculum contemporary and aligned with ever-changing educational standards.

Core Learning and Assessment Team:

- **Dr. Michelle Newstadt**, Senior Director of Learning Design (STEM) at BrainPOP: Led STEAM product development at Gooru and ExpII to generate science, math, and engineering learning experiences for primary and secondary learners. Led large scale research and efficacy on multimillion-dollar NSF and private grants. Dr. Newstadt taught methods classes for pre-service science and Math teachers at the University of Pittsburgh.
- **Barbara Hubert**, Senior Director of Learning Design at BrainPOP: Award-winning learning design leader working at the intersection of learning science, pedagogy, and product development. She strategically develops and scales learning experiences with a focus on literacy, access, equity and inclusion.

Efficacy

- **Dr. Melissa Hogan**, Director of Research and Efficacy at BrainPOP: With over 15 years of experience in the field, Dr. Hogan brings a wealth of knowledge and expertise to her role, where she oversees research initiatives focused on evaluating the effectiveness of various BrainPOP products.

AI

- **Sam Tureski**, (AI) Engineer at BrainPOP with a focus on Natural Language Processing (LLMs and generative AI, BERT, CNNs, DNNs, LSTMs, word embeddings). With over 3 years of experience in machine learning and natural language processing, Sam have designed and developed multiple in-house tools to improve chatbot quality and performance, as well as colleagues' productivity.

Specifically for BrainPOP Science, our team across all departments (Product design, Learning/Pedagogical Design, UI/UX, and Professional Learning) is composed of former Middle School Science teachers and Administrators. This team runs a constant feedback and iteration loop with our trusted district partners and with district science administrators and teachers who do not yet use BrainPOP Science to ensure we are meeting the needs of the constantly shifting pedagogical landscape of science. We are also active members of the leading science education organizations in the country, NSTA and NSELA, and consult with them on what we need to plan next to stay ahead of the needs of students and teachers. In addition, we are constantly monitoring updates to all of the Core Curriculum programs at the grade 6-8 level to ensure we are best aligning with their emerging scope and sequences to ensure better integration for our partner districts.

Addressing the Needs of All Students

BrainPOP's goals have always been tied to reaching all learners, factoring in the broadest possible range of needs and learning styles. BrainPOP addresses learner variability and promotes learner agencies by offering a variety of learning activities designed with Universal Design for Learning as a foundational design frame. The whitepaper, Equity in Learning with BrainPOP: Fostering Access and Impact for All, highlights high-impact examples of how BrainPOP facilitates integrating multiple means of representation (Page 12, Figure 10), multiple means of action and expression (Pages 13-14, Figure 11), and multiple means of engagement (Page 14, Figure 12). Each table provides examples of how UDL principles are evident in a learning activity as well as formative assessments.

<https://cdn-about.brainpop.com/wp-content/uploads/2020/07/Equity-in-Learning-with-BrainPOP.pdf>

Additionally, BrainPOP is proud to provide content and resources that are current and diverse. Research shows that students benefit from seeing themselves represented in popular media and educational materials as it is validating and affirming, especially for those from marginalized communities. We also believe it's important to conduct regular critical analyses of our content to ensure it represents all students. For that reason, we've increasingly prioritized new topics and revisions that highlight varying cultures and perspectives.

BrainPOP's original animated narrators, Tim, Annie, and Ben, now share the stage with three additional narrators: Nat, Cassie, and Rita so that all students see themselves represented in our resources. While this list is by no means exhaustive, we have over 30 new topics and/or revisions that align well with our commitment to diversity, equity, and inclusion under the categories like Native American History and Culture, Black History and Culture, Asian-American and Pacific Islander History and Culture, Latino History and Culture, and Representation in STEM.

English Language Learners

Correlated to the WIDA English Language Proficiency Standards, BrainPOP ELL's language supports include images, animation, audio, closed captioning, repeated modeling in context, and multiple means to practice language and demonstrate understanding.

BrainPOP and BrainPOP Jr. provide students language support in the form of images, animation, audio, closed captioning, as well as multiple means to express understanding. Students may also engage in BrainPOP content in Spanish using BrainPOP Español which is included as part of the BrainPOP Combo (see pricing) along with BrainPOP Français.

Tools and features may be modified to accommodate for varied context and learners. This includes synchronous and asynchronous learning, offline instruction, diverse learners, and language development for ELLs. For more information please visit: <https://ell.brainpop.com/>

Contact

www.linkedin.com/in/michelle-reicher-newstadt-1a99058
(LinkedIn)

Top Skills

Research
Program Development
Statistics

Michelle Reicher Newstadt

EdTech Product Strategist
Pittsburgh, Pennsylvania, United States

Experience

BrainPOP

3 years 10 months

Product Strategy Director, Science
September 2024 - Present (6 months)

Sr. Director of Learning Design, STEM
January 2023 - August 2024 (1 year 8 months)

Director of Learning Design, STEM
March 2022 - January 2023 (11 months)

Lead Learning Designer, Science
May 2021 - March 2022 (11 months)

University of Pittsburgh

7 years 3 months

Adjunct Professor in Science Education
June 2015 - March 2022 (6 years 10 months)
Greater Pittsburgh Area

Teaches modern pedagogical approaches in curriculum and instruction.
Teaches Science Methods I, II, & III. Prepares MAT students to become certified secondary science teachers. Science education faculty appointed to state certification committee.

Postdoctoral Research Fellow
January 2015 - June 2015 (6 months)

Gooru

3 years 2 months

Senior Director of Research & Innovation
July 2020 - May 2021 (11 months)

Director of Research & Innovation
April 2018 - July 2020 (2 years 4 months)
Remote

Co-designs and studies a personalized learning system based in learning science theory to locate a learner's strengths and areas for growth to offer adaptive suggestions.

Guides and manages product innovation including curriculum mapping, content creation, personalized suggestion logic, and alternative conceptions for K-12 and lifelong learning content.

Designs, leads, and supports professional development to large groups of educators in multiple districts.

Created and maintains research partnerships with 5 school districts and collaborates with international organizations, such as the World Bank and Gyan Prakash Foundation.

Leads implementation and research efforts in lab schools with over 10,000 students annually.

Writes national grants and presents curriculum and findings to the academic community and to current and future stakeholders.

Expil, Inc.

Director of Education

June 2015 - March 2018 (2 years 10 months)

Greater Pittsburgh Area

Created a personalized real-time learning platform. Managed content creation and drive educational initiatives on the platform. Designed science and math curriculum maps that cover a vast amount of breadth and depth at many levels of math and science learning. Designed and implemented user testing of the platform content and features.

University of Michigan

PhD

September 2011 - December 2014 (3 years 4 months)

Columbia Grammar and Preparatory School and Friends Seminary

Science Teacher and Varsity Tennis Coach

August 2008 - November 2011 (3 years 4 months)

Evalueserve Circle of Experts

Client Service Associate

2007 - 2008 (1 year)

Financial Research, Expert Network

Park City Mountain Resort

Ski Instructor

November 2005 - April 2006 (6 months)

Park City, UT

Education

University of Michigan

Doctor of Philosophy (PhD), Science Education · (2011 - 2014)

New York University

MA Environmental Conservation Education · (2009 - 2010)

Brown University

AB, Geology · (2005 - 2007)

Colgate University

Contact

www.linkedin.com/in/barbara-hubert (LinkedIn)

Top Skills

Special Education

Educational Leadership

Teaching

Publications

NYC SWD reform: a shared pathway at a critical impasse.

E.A.E.: Echo-Answer-Example: A writing strategy for elementary school students with learning disabilities.

Barbara H.

Senior Director of Learning Design
Brooklyn, New York, United States

Summary

Barbara Hubert, Ph.D. is an award-winning learning design leader working at the intersection of learning science, pedagogy, and product development. She strategically develops and scales learning experiences with a focus on literacy, access, equity and inclusion.

Experience

BrainPOP

5 years 2 months

Senior Director of Learning Design (Essentials)
January 2023 - Present (2 years 2 months)

Director of Learning Experience Design
September 2021 - January 2023 (1 year 5 months)
New York, New York, United States

Director of Professional Learning
January 2020 - September 2021 (1 year 9 months)
Greater New York City Area

New Visions for Public Schools
Curriculum Development and Professional Learning Manager,
Instructional Access and Special Education
July 2016 - December 2019 (3 years 6 months)
Greater New York City Area

The Graduate Center, City University of New York
Doctoral Researcher
September 2012 - April 2019 (6 years 8 months)

Hunter College
Adjunct Lecturer
August 2012 - May 2018 (5 years 10 months)
New York, NY

SPED 708: Teaching Students with Special Needs in Inclusive Settings

* Guided pre-service and in-service teachers to create accessible classroom environments, universally designed curriculum and collaborative practices that normalize and appreciate learner difference.

SPED 702: Classroom Management in Special Education and Inclusive Settings

* Facilitated the development of classroom community and methods to positively support challenging behavior through inquiry and critical reflection.

New York University, Steinhardt School of Culture, Education & Human Development,

Field Supervisor

September 2015 - December 2017 (2 years 4 months)

Supervised MA TESOL students in the Adult Second Language Education, Multilingual Multicultural Studies program

Academy of the City Charter School

Special Education Department Head

July 2015 - June 2016 (1 year)

The Ethical Community Charter School

Special Education Department Head

July 2013 - July 2015 (2 years 1 month)

Brooklyn N.Y.

NYC Department of Education

5 years 1 month

New Teacher Mentor

September 2011 - August 2013 (2 years)

IEP Teacher and Special Education Instructional Lead

August 2010 - August 2013 (3 years 1 month)

P.S. 274

Special Education Teacher

August 2008 - June 2011 (2 years 11 months)

P.S. 274

New York City Teaching Fellows

Fellows Ambassador

January 2009 - 2011 (2 years)

Education

The Graduate Center, City University of New York

Doctor of Philosophy (Ph.D.), Urban Education · (2012 - 2019)

Long Island University

Master of Science (MS), Special Education and Teaching · (2008 - 2010)

Contact

samtureski@gmail.com

www.linkedin.com/in/sam-tureski
(LinkedIn)

Top Skills

Snowflake

Generative AI

Parameter efficient fine-tuning
(PEFT)

Languages

English (Native or Bilingual)

German (Professional Working)

Certifications

Generative AI with Large Language
Models

Machine Learning System Design

Publications

ViSpa (Vision Spaces): A computer-
vision-based representation
system for individual images and
concept prototypes, with large-scale
evaluation

CyberWalle at SemEval-2020
Task 11: An Analysis of Feature
Engineering for Ensemble Models for
Propaganda Detection

Sam Tureski

AI Engineer @ BrainPOP

New York, New York, United States

Summary

As an AI Engineer with a focus on Natural Language Processing (LLMs and generative AI, BERT, CNNs, DNNs, LSTMs, word embeddings), I've worked on production-level systems to deliver AI responses through voice and text chatbots in the fintech space. With over 3 years of experience in machine learning and natural language processing, I have designed and developed multiple in-house tools to improve chatbot quality and performance, as well as colleagues' productivity. I am a US citizen.

My passion for conversational AI stems from my academic background in computer science and linguistics, as well as my previous roles as a machine learning research assistant and intern. I have contributed to several research projects and publications on topics such as explainable AI for audio classification, propaganda detection, and vision-based similarity. I enjoy applying my skills and knowledge to create innovative and user-friendly solutions that enhance human-computer interaction.

Experience

BrainPOP

AI Engineer

April 2024 - Present (11 months)

New York, New York, United States

- Led the development and release of AI Assisted Grading for BrainPOP Science, enhancing educational efficiency for millions of students worldwide. The project uses Python, Vertex AI, AWS Lambda, Snowflake
- Owner and maintainer of company's custom churn prediction model, with 20% better accuracy than sales reps using scikit-learn and AWS Sagemaker
- As the Teacher Experience AI lead, I prototype and spearhead AI solutions for increased teacher productivity

Posh

AI Engineer | Natural Language Processing and LLMs

May 2022 - September 2023 (1 year 5 months)

New York, New York, United States

- Worked on production-level systems to return AI responses through voice and text chatbots at scale
- Designed and developed multiple in-house machine learning tools to improve banking chatbot quality
- Performed fine-tuning and testing of business-critical conversational artificial intelligence models, as well as the maintenance of training corpora

Tübingen AI Center

Machine Learning Research Engineer

January 2021 - September 2021 (9 months)

Tübingen, Baden-Württemberg, Germany

- Designed and implemented end-to-end ML pipelines for both technical and non-technical stakeholders
- Created the Flask and Javascript-based ViSpa (Vision Spaces) web tool to provide computer vision-based comparisons of word embeddings and images. The ViSpa system was empirically evaluated in a series of large-scale studies. See publication below.
- Built a Node.js-based corpus annotation interface for the Explainable Machine Learning Group headed by Prof. Zeynep Akata, provided annotations for new video dataset

IBM

Machine Learning Engineer | Recommender Systems

July 2020 - December 2020 (6 months)

Stuttgart, Baden-Württemberg, Germany

- Improved mainframe operator efficiency by implementing a machine learning-based recommendation system REST API using Python, Flask, Docker. Worked also with Node.js, bash, and mainframe technologies.
- Full-time, six month contract role at IBM's main Research and Development hub in Germany.

Tübingen AI Center

Machine Learning Research Engineer

December 2019 - July 2020 (8 months)

Tübingen Area, Germany

Explored the intersection of NLP and self-driving cars using python, CARLA simulator, computer vision

Under the supervision of Dr. Zeynep Akata at the Machine Learning Cluster of Excellence funded by the German Research Foundation (DFG)

Aurora: AI-Assisted Assessments

NLP Intern | EdTech

August 2019 - September 2019 (2 months)

Remote, Singapore

Developed machine learning-based tool for automatic question generation from K-12 educational texts using Python, BERT, Flask, AWS at Singapore-based start-up

Maritime Deck Pros

Data Analyst

January 2019 - June 2019 (6 months)

New York, New York, United States

Managed product database for marine equipment company

Utilized sales history data to generate marketing insights and drive sales

University of Tübingen

Quantitative Linguistics Research Assistant

August 2017 - August 2018 (1 year 1 month)

Tübingen Area, Germany

- Developed a deep learning system for automatic phone/segment recognition in German using Python, Keras, Tensorflow, R
- Built an out of vocabulary (OOV) and spelling suggestion tool in online workbook for English learners using Java, GWT, UIMA, DKPro, Maven
- Curated Karl Eberhards Corpus of Spontaneously Spoken Southern German
- Organized and hosted dozens of student recording sessions at University Linguistics Lab

The Equity Project (TEP) Charter School

Data Analytics Intern

May 2016 - July 2016 (3 months)

New York, New York, United States

- Managed student records and supplies records in Excel
- Helped to hire new office secretary using Greenhouse
- Negotiated new school bus contract

italki

English Foreign Language Teacher

March 2013 - September 2014 (1 year 7 months)

Kraków Area, Poland

taught hundreds of conversational English lessons in clients' homes or via Italki.com and Skype; stellar reviews and high client loyalty

Education

University of Tübingen

M.Sc. Machine Learning · (October 2019 - January 2022)

University of Tübingen

Bachelor's degree, Computer Science and Linguistics · (2016 - 2019)

Trinity College Dublin

129 ECTS Credits in Computer Science, Linguistics, and German · (2014 - 2016)

Bronx High School of Science

Honors Regents Diploma · (2011 - 2012)

Stuyvesant High School

· (2009 - 2011)

Tab 6 – Service Approach, Implementation and Technical Requirements

Offerors shall discuss in detail how their proposed solution meets each requirement of the Scope of Service of this RFP.

Details for how BrainPOP meets each requirement in the Scope of Work is included in Tab 2 – Statement of the Scope.

Offerors shall provide specific details about their service approach.

BrainPOP's approach to service is designed to ensure a seamless and impactful integration of its products into the instructional practices of Henrico. This approach involves close collaboration with district stakeholders.

Key elements of our strategy include:

1. Collaborative Development of a Professional Learning Plan

BrainPOP's curriculum and instruction team will work alongside Henrico stakeholders to design a professional learning plan tailored to the district's specific goals, schedule, and preferred delivery methods. This customized plan empowers educators to integrate BrainPOP products effectively into their classrooms.

2. Tailored and Flexible Professional Development

Recognizing that professional development is not one-size-fits-all, BrainPOP will provide a range of professional learning opportunities, including:

- Self-paced courses, virtual and in-person workshops, and micro-learnings.
- A digital learning hub offering on-demand resources.
- Custom curriculum alignments mapping BrainPOP resources to district priorities.

3. Ongoing Evaluation and Improvement

To ensure the ongoing relevance and success of the professional learning plan, BrainPOP will implement a multi-faceted evaluation approach:

- Participant Feedback: Collecting real-time feedback through surveys and informal discussions.
- Product Usage Data: Monitoring BrainPOP platform data to assess utilization and identify areas for additional support.
- Stakeholder Insights: Engaging district leaders and school administrators to gather qualitative feedback on the program's impact.

4. Dedicated Curriculum and Instruction Support

BrainPOP will provide access to a curriculum and instruction strategist who will develop and facilitate professional learning experiences and resources.

5. Engagement Beyond the Classroom

BrainPOP's knowledge transfer extends to home and family engagement. Resources will be provided to support families in using BrainPOP products, fostering student-driven inquiry, and enhancing learning outcomes.

6. Knowledge Retention and Documentation

All professional learning sessions will be supplemented with robust documentation, digital newsletters spotlighting success stories, and ongoing updates on product features and instructional strategies.

This comprehensive service approach makes sure that Henrico's educators and stakeholders are fully equipped to leverage BrainPOP products for impactful teaching and learning.

Offerors shall provide a detailed implementation plan.

	Time Frame	Description
Onboarding/Account Creation	3-7 Business days after receipt of signed PO	You will receive a welcome email from your dedicated support team and the district's Implementation Specialist will initiate technical onboarding and creation of users' individual accounts, either manually or through integration.
Initial Training and Ongoing Professional Development	Throughout your district subscription	The Professional Learning Team will collaborate with Henrico staff to create and facilitate professional learning experiences
Ongoing Support	Throughout your district subscription	Regional Sales Manager is available for necessary technical troubleshooting, changes to rostering or integrations, and any additional onboarding or training. Henrico's dedicated Customer Success Manager is available to assist with any technical issues and to provide custom usage reports upon request.

Offerors shall also provide at a minimum the following information:

- 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.

Virtual Professional Development:

- **Facilitated Webinars:** BrainPOP hosts live webinars led by experts, covering product training, professional development, and current educational trends.
- **Self-Paced Online Courses:** Educators can engage in interactive courses like “BrainPOP 101,” which introduces various features and tools, allowing participants to learn at their own pace.
- **Certified BrainPOP Educator (CBE) Program:** This program offers a series of online courses designed to help educators master BrainPOP tools and features, culminating in certification upon completion.

In-Person Professional Development:

- **On-Site Workshops:** BrainPOP provides engaging on-site workshops led by learning experts, allowing educators to learn collaboratively in their own school or district settings.

- b. Describe in detail the proposed data exchange solution.

We use encrypting technology to encrypt data in transit between the server and the browser. We also encrypt the data at rest. All field validations have parameters for data input, and system alerts to prevent and catch data integrity violations.

- 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.

If selling per site, BrainPOP has no limitations regarding the number of teachers per class or number of schools associated with teachers and students.

- 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 (Schoolology). If the system is available to be hosted on premises, the offeror shall describe:

BrainPOP offers integration with Learning Management Systems (LMS) like Schoology through the Learning Tools Interoperability (LTI) standard. This integration provides single sign-on (SSO) and individual account provisioning for educators and students. Administrators can set up the BrainPOP LTI tool within Schoology by obtaining a key and secret from BrainPOP and configuring the external tool settings in Schoology.

- 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

In terms of hosting options, BrainPOP is a cloud-based solution that does not provide on-premises deployment.

- ii. Detailed specifications for required and recommended hardware.

All of our solutions are available via Chromebooks, Windows laptops, and MacOS & iOS devices. More information on our system requirements can be found here:

<https://help.brainpop.com/hc/en-us/articles/360028490471-System-Requirements>

- iii. Specifications for operating system platform and version for all hardware

See System Requirements above.

- iv. Specifications for network configuration to support the solution.

BrainPOP has no network configuration requirements, however, as a best practice, we recommend the following:

- Ensure that *.brainpop.com domains (all URLs with a domain ending in dot brainpop dot com) are allowed in your network security whitelist and content filter.
- Exclude all BrainPOP domains from rules that employ geographic filtering on network activity.
- Because CDN providers like ours commonly employ dynamic IP addressing, we discourage whitelisting BrainPOP using specific IP addresses and encourage domain-based whitelisting as described above.

- v. Network Bandwidth requirements and provide a per-user bandwidth usage specification of the software product.

None.

- vi. Any product-dependent database must be a centralized and non-disbursed model to ensure continuity of data.

Confirmed.

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.

We have nightly backups on our server.

viii. Recommendations for protecting against system and application data loss

If using our rostering integrations (Clever and ClassLink), we recommend ensuring that data remains shared without interruption and using persistent unique identifiers. If persistent unique identifiers will be changed, we recommend contacting our Support team in advance of the change to advise on any steps necessary to ensure a smooth data transition.

ix. Detailed information related to disaster recovery capabilities and processes

BrainPOP has a disaster recovery plan and an Information Security Incident Response policy that ensures that our organization can continue operations of our services.

x. Recommendations for preventing single points of failure which could make the system inaccessible.

BrainPOP ensures system reliability through:

1. **Redundant Infrastructure:** Hosted on AWS with multi-zone redundancy and load balancing.
2. **Scalability & High Availability:** Auto-scaling and failover mechanisms prevent overload.
3. **Network Resilience:** Web Application Firewall (WAF) and real-time monitoring protect against DoS attacks and performance issues.
4. **Data Backup & Recovery:** Daily backups to a secure off-site U.S. data center, with full restoration tests twice a month.
5. **Security Measures:** SSL encryption, encrypted data storage, and firewall protection.
6. **Operational Contingencies:** Off-peak maintenance, real-time outage notifications, and disaster recovery planning.

xi. The types and levels of technical support available.

Live agent support is available by phone and by online help request at help.brainpop.com, where our Help Center also provides self-serve support documentation. We maintain tiered support to assist our School & District customers with the appropriate level of expertise, with escalation available to a Support Manager or Technical Support Manager. Customer Success Managers can also be reached to escalate urgent or emergency help requests.

xii. Procedures for remote support of self-hosted servers

Not Applicable.

xiii. The process, frequency, and communication protocol for system updates

Maintenance is performed on weekends or nights in order to minimize disruption time, and is done on an as-needed basis.

xiv. Detailed information about potential software incompatibilities including virus protection and other system software or utilities.

We have virus protection and threat detection services.

xv. Additional hardware required for basic or advanced functionality. Any tools available to measure system responsiveness.

Not Applicable.

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.

BrainPOP uses AWS as our hosting provider and has been using it for many years.

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.

BrainPOP has a service that scans frequently and provides us immediate notification of vulnerabilities. Our infrastructure is set up with redundancy in place and no single point failure. We are laid out on two availability zones on the AWS Cloud in case one goes out. All servers are protected by a firewall, and we have a Web Application Firewall that monitors and blocks malicious requests made to our application, such as SQL Injection and XSS. We also use system monitoring tools to track site performance with alerts for any high error rates or slow response times

iii. Specific security measures are in place to ensure that district data is secure during both storage and transit.

Our servers are located in a secured, locked, and monitored environment to prevent unauthorized entry or theft, and are protected by a firewall. The servers are located in a data center in the United States and backed up daily to a secure, U.S.-based, off-site data center. We apply a Secure Sockets Layer (SSL or HTTPS) encrypting technology to encrypt data in transit between the server and the browser. We also encrypt the data at rest.

- iv. SOC (Security Operations Center) 2 compliance status (certification documentation should be provided)

SOC 2 Type 2 can be available on request and NDA.

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

BrainPOP has a disaster recovery plan and procedures that include daily data backup, and backup servers. Our plan is tested and assessed annually. Backups are tested with full restoration process frequently, at an average twice a month

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

Not applicable.

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

Not applicable.

- 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.

During windows of maintenance or unexpected downtime, we will display messaging to the user that the service is currently unavailable. Maintenance is generally done at night during weekends to minimize user impact.

- ix. Any tools available to measure system responsiveness.

We have a service that monitors this.

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

Not applicable.

- xi. 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 Offeror. Hosting the solution on a 3rd party, such as Amazon or Azure, is acceptable.

Our hosting provider is AWS. No access if there is internet or system outage.

- xii. 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.

Please visit our help center for additional information: <https://help.brainpop.com/hc/en-us>

Tab 7 – Generative AI

BrainPOP is committed to working together with HCPS to develop and use AI in education in a way that is responsible, ethical, and beneficial for all students. Our vision is to empower teachers with AI tools proven to be effective in expanding teachers' capacity and helping students develop knowledge and skills in line with grade-level expectations.

BrainPOP is committed to the key values underpinning Responsible AI in education.

These values include:

- **Equity and inclusion:** We believe all students deserve access to high-quality education, regardless of their background or circumstances. AI should be used to promote equity and inclusion in education, not to exacerbate existing disparities. For example, AI can be used to develop personalized learning experiences that meet the needs of all students or to provide targeted support to students who are struggling.
- **Transparency and accountability:** AI systems can be complex and difficult to understand. AI systems used in education must be transparent and accountable so that educators and students can understand how they work and make informed choices about their use. For example, AI systems should be able to explain their decisions and provide users with ways to challenge or override those decisions.
- **Safety and privacy:** Students should be able to learn and explore using AI without fear of harm. AI systems used in education should be safe and privacy-preserving. For example, AI systems should not collect or store more data than is necessary, and students should have control over their data.
- **Human agency:** AI should be used to augment human intelligence and creativity, not to replace it. We believe that it is important for students to develop their critical thinking and problem-solving skills. AI should be used to support these skills, not to replace them. For example, AI can be used to provide students with real-time feedback on their work or to help them to explore different ideas and concepts.

In addition to these core values, BrainPOP is also committed to the following principles when developing and using AI in education:

- **Respect for human rights:** AI should be developed and used in a way that respects human rights, including the right to privacy, the right to freedom of expression, and the right to non-discrimination.
- **Beneficial use:** AI should be used to benefit society, not to harm it. AI systems used in education should be designed to promote student learning and well-being.
- **Accountability:** AI developers and users should be accountable for the impact of their systems. This includes being transparent about how AI systems work and providing users with ways to challenge or override their decisions.

- **Fairness:** AI systems should be fair and unbiased. This means that they should not discriminate against any particular group of people. For example, AI systems used in education should not be biased against students from certain backgrounds or with certain disabilities.
- **Reliability and safety:** AI systems should be reliable and safe. This means that they should perform as expected and should not cause any harm to users. For example, AI systems used in education should not crash or produce inaccurate results.

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.

BrainPOP is looking to engage with HCPS in piloting new Responsible AI tools, including:

- **AI-Powered Virtual Assistants:** Students are empowered to interact with BrainPOP characters in natural language to help drive deeper understanding and development of multidimensional skills. By incorporating responsible generative AI capabilities optimized for engaging and impactful learning, BrainPOP products engage students in a wide range of learning modalities optimized for the transfer of knowledge and skills to new situations and contexts.
- **Adaptive Learning & Personalized Content Recommendations with AI:** Provides adaptive learning pathways tailored to teachers' and individual students' needs based on district scope and sequence and student performance.
- **Real-time Assessment and Analytics:** AI-assisted grading and feedback on open-ended responses. Teachers and students are provided with insights on 'hard-to-measure' skills such as claim-evidence-reasoning (CER) and auto-generated feedback for students. By incorporating Natural Language Processing (NLP) capabilities, BrainPOP products provide teachers and their students with student-generated text analysis and intelligent feedback to facilitate reasoning and critical skills development.

BrainPOP Science® users have access to our Claims, Evidence, Reasoning (CER) model AI-assisted grading tool ("AI Grading Tool"). The AI Grading Tool uses a custom AI model to analyze student responses on CER assignments. It provides scoring suggestions and explanations to help you, the teacher, assess student work more efficiently. We actively develop our AI features to be ethical and transparent, ensuring responsible use for everyone.

Reasoning

Scientific principle(s), concepts, and definitions that connect to the claim:

You can't unbake a cake because a chemical change occurs and the cake mix changes into a different substance.

Student's response:

If a chemical change occurs, it is impossible to reverse it. When a chemical reaction occurs, the temperature and the color may change (in this case the cake mix gets hot and the mix turns brown).

Makes Connections

- ☐ Incomplete
The reasoning does not include a complete thought. 0 points
- ☐ Needs support
The reasoning does not connect any of the selected evidence to the claim. 1 point
- ☒ Developing proficiency
The reasoning connects only some of the selected evidence to the claim. 2 points

Assisted Grading uses a large language model (LLM) to

analyze the content of each student's response. The LLM has been trained to understand human-written information using large amounts of data. Our algorithm compares a student's response to the CER rubric and generates a score based on scientific accuracy, organization, coherence, and language proficiency criteria.

Teachers can accept or override any of the Grading Assistant's score suggestions. Students will only see scores that have been teacher-approved.

The scored CERs used to fine-tune the model were hand-graded by our team of Learning Design experts, including doctors of science education, and former science teachers.

The team also researched the demographics of the districts producing most of our CER training data to ensure it reflects student diversity. Student data stays within a "walled garden," which means it is not fed into any open-source models on the internet. We don't send user IDs or any information about students to the LLM.

- 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.**

Yes, all of our products and services comply with applicable data privacy laws.

- c. **Opt-out Mechanism – Offerors must identify the opt-out mechanism within the available generative AI features.**

Teachers can hide the AI Grading Tool on their accounts if they do not want the input from the AI Grading Tool. For complete disabling of the feature and use of Students Records, please contact legal@brainpop.com or use the setting to opt out if available (Note: we will add a settings option for Administrators in future updates).

- 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.**

Student personally identifiable data is not used to train the AI models. So, all Data that is used to provide the scoring is also deleted 6 months following the termination or expiration of the subscription unless the District admin deletes it earlier by using the admin dashboard feature. In that case, the data is purged from our servers within 2 weeks. We may use de-identified or aggregated student data to make the AI Grading Tool more accurate and helpful in the future.

- e. Privacy Impact Assessment - Offerors must provide identified potential risks to student data privacy and steps in place to mitigate these risks.

BrainPOP's legal team conducts a risk assessment. We also have threat intelligence services, vendor notifications, and vulnerability scans. BrainPOP has multiple security policies, including physical security controls and policies, and we incorporate privacy and security in our design - our product team works closely with compliance and legal.

Tab 8 – Reporting and Monitoring

Assessments and Data

BrainPOP's assignment builder allows teachers to create work projects for individual students, small groups, or the entire class. Assignments can have one resource or many, depending on teacher and student needs. Tracking assignments on the teacher dashboard gives you quick insight into an individual student's progress or the entire class. Educators can use their individual accounts to view assignments, track students' progress, and grade and give feedback on students' work in real time.

Principals and central office administrators can be set up for access to our "admin dashboard." This allows them to pull usage reports, set up other admins, and manage individual accounts. Usage reports can also be supplied by our team upon request.

Quiz support resources called Quiz Mixer allows teachers to choose from over 50,000 questions written by BrainPOP and Educators with subscriptions. You can also include your own original selective response, open response and poll questions. Quiz Modifications provides strategies for customizing and modifying the quiz to meet the needs of diverse learners.

Reporting

Reports for Teachers

BrainPOP has a number of auto-graded learning activities that track student progress and are embedded into the following tools: Quizzes/ assessments, Related Readings, Challenge, Pause Points, and the animated videos. The impact of these learning activities is essential for educators to track mastery and growth monitoring. BrainPOP is committed to development in this area and will provide targeted recommendations for their usage.

Our enhanced **Teacher Dashboard** launched in June 2023, with new literacy skill insights for classroom teachers. Teachers can track individual and class level progress towards essential literacy proficiency in BrainPOP and BrainPOP Jr. Teachers will see how individual students' time with auto-graded assessments is driving literacy growth across the curriculum. This actionable data will help to differentiate instruction and support meaningful learning that drives impact for every student in BrainPOP.

BrainPOP's Insights Reports provide a detailed understanding of each student's real-time progress and performance, ensuring that each lesson is thoughtfully designed to meet your students exactly where they are in their learning journey.

The following table highlights ways to use BrainPOP's Insight Reports to improve student learning outcomes.

Assignment Summary Report	Assignment Assessment Report	Individual Student Literacy Report
Identify skill gaps	Complete error analysis	Utilize current levels
Monitor student engagement	Understand student thinking	Reinforce literacy skills
Reinforce content knowledge	Navigate multiple data points	Work with colleagues

This data provides actionable insights that empower teachers to enhance their instructional strategies and foster personalized learning. These features exemplify BrainPOP's commitment to evolve alongside the needs of classrooms, championing student success and ensuring every student becomes a confident learner.

Reports for School and District Admins

BrainPOP's **School and District Admin Usage Report** is a new feature that allows administrators to add or remove content and gain insight into the usage of BrainPOP products in their district.

School and district reports give you direct visibility into usage data:

- Track top topics to see where students build background knowledge and vocabulary.
- Identify popular movies and auto-graded formative assessments (Pause Points, Quizzes, Challenges).
- Filter usage data by product, user, and custom date ranges.
- Identify the most active teachers in your classrooms by the number of logins and assignments.

These new reports provide valuable insight into how BrainPOP is used in the classroom, allowing administrators to make more informed decisions that benefit both teachers and students. They also provide insight into how usage can guide learning and instruction.

BrainPOP's **School and District Admin Essential Skills Report** monitors the progress of student activity and engagement with essential skills. The essential skills report provides data on essential literacy skill engagement and student progress. School and District administrators will see which essential literacy skills students practice most often as well as monthly engagement with literacy skills to monitor how focus shifts throughout the year. This progress

data will offer administrators a snapshot of how students are progressing toward grade-level literacy skills proficiency across subjects.

The most popular topics and activities outlined in the usage reports are also tied to specific essential skills so that district and school administrators can clearly see the connections between these topics and the essential literacy skill development.







The BrainPOP Approach: Usage Reflects Content Knowledge Building

Our new reports underscore the importance of usage patterns and how they impact both learning outcomes and teacher capacity. By harnessing these insights, administrators can support a multi-subject approach to literacy that benefits students and teachers.

Teaching literacy skills within the context of all subjects is key to helping students comprehend and engage with complex material. When students learn with BrainPOP, they simultaneously build background knowledge—a language comprehension skill essential for literacy—and demonstrate understanding in math, science, social studies, ELA, and beyond.

As a result, you can trust that BrainPOP classrooms build high-impact, transferable literacy skills without compromising content knowledge.

On the following page, you will find a sample report example highlighting login activity and data.

Henrico County Public Schools					
Active School Accounts 74	Active Educators 2,137	Active Students 28,753	Logins		
				BrainPOP Jr.	<div><div></div></div> 93,980
				BrainPOP	<div><div></div></div> 89,897
Total Logins 250,670	Educator Logins 38,029	Student Logins 212,641		BrainPOP ELL	<div><div></div></div> 35,045
				BrainPOP Science	<div><div></div></div> 30,828
				BrainPOP Español	<div><div></div></div> 758
Total Student Activities 295,684	Unique Educators Assigning 708	Educator Assignments Created 7,550		BrainPOP Français	<div><div></div></div> 162

School All Activities	Top 10 All Activities	Top 10 All Units
Short Pump Middle School28,200	Movie96,884	U.S. History21,361
Quioccasin Middle School22,950	Quiz48,943	Energy20,597
Holman Middle School20,518	Overview19,485	Cell Structure and Function15,531
Pocahontas Middle School15,503	Pause Points18,943	Geography14,128
Rivers Edge Elementary School13,816	Easy Quiz17,912	Atoms, Elements, and Molecules13,808
Colonial Trail Elementary School12,134	Hard Quiz10,549	World History13,726
Gayton Elementary School9,773	Movie Assessment10,100	Light Waves13,546
L. Douglas Wilder Middle School8,909	Phenomenon9,059	Photosynthesis and Cellular Respiration12,101
Tuckahoe Middle School8,068	Vocabulary7,964	Wave Properties11,731
Brookland Middle School7,715	Placement Test7,533	Classifying Living Things11,656
Hungary Creek Middle School7,539		

School Details								
School Name	Total Logins	BP Logins	JR Logins	ELL Logins	ESP/FRA Logins	SCI Logins	Student Activity Created Cnt	Assignment Created Cnt
Academy At Virginia Randolph	79	66	7	5	1		86	24
Achievable Dream at Fairfield Middle School	1	1						0
Adams Elementary School	1754	413	1087	248	6		1131	24
Arthur Ashe Jr. Elementary School	1785	594	899	285	7		1036	22
Baker Elementary School	2388	830	1321	232	5		1033	46
Brookland Middle School	5453	271	2005	1448		1729	7603	293
Chamberlayne Elementary School	3523	502	2605	411	5		2600	108
Colonial Trail Elementary School	10027	4355	4579	1054	39		12126	227
Crestview Elementary School	1918	841	725	315	37		1089	31
David A. Kaechele Elementary School	4524	939	3270	309	6		5316	32
Davis Elementary School	5487	2251	2071	860	305		5537	191
Deep Run High School	238	32		206			199	12
Donahoe Elementary School	3172	1053	1507	604	8		2040	94
Duckhorn Elementary School	100	100	100	100	100		100	100

[INSERT District Summary example:

https://drive.google.com/file/d/1S2wUUDULGEEGPf0Q44tr5F0ARfsOfL1S/view?usp=drive_link]

Tab 9 – References

Green Bay Area School District

Name & Title	Raquel Rand, Library Media Coordinator
Phone Number	(920) 448-2030
Email	rlrand@gbaps.org
Time period of the services performed	4/1/2024 - 3/31/2025

Irving Independent School District

Name & Title	Sylvia Huber, Digital Learning Coordinator
Phone Number	(972) 600-5275
Email	syhuber@irvingisd.net
Time period of the services performed	9/19/2024 - 9/18/2025

Frisco Independent School District

Name & Title	Ashley Nelson, Managing Director of Digital Learning
Phone Number	(469) 633-6240
Email	nelsonas@friscoisd.org
Time period of the services performed	12/16/2024 - 12/15/2025

Tab 10 – Pricing/Cost Proposal

Tab 11 – Exceptions

Tab 12 – Assumptions

Tab 13 - Appendices