



**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:	2795B
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:	Curriculum Associates LLC
Address:	153 Rangeway Road
City, State:	North Billerica, MA 01862
Contact Name:	Jackie Sullivan
Phone Number:	781-710-2336
Email address:	RFPs@cainc.com
ORACLE SUPPLIER NUMBER:	3257
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. 2795B**

This Non-Professional Services Contract (this “Contract”) entered into this 1st day of July 2025, by Curriculum Associates, 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 E and summarized in Table 1 below.

Table 1

Item	Fee
Ellevation Platform	\$15.25 per student for a 12-month subscription
Ellevation Strategies Platform	\$15.25 per student for a 12-month subscription
Onsite Professional Development	\$5,000 for one day (6 hours)

Any quotes or invoices issued by the Contractor must include a reference to Contract 2795B 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 2795B.

**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. Ellevation Terms and Conditions of Use last updated February 1, 2023 (Exhibit C);
5. The Negotiated Modifications (Exhibit D);
6. The General Contract Terms and Conditions included in the Request for Proposals;
7. Contractor’s email dated March 31, 2025 and BAFO quote February 3, 2025 (Exhibit E);

8. Contractor's Original Proposal dated February 13, 2025 (Exhibit F);
9. The Scope of Services included in the Request for Proposals.

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

Curriculum Associates, LLC

153 Rangeway Road  
North Billerica, MA 01862



Signature

Marion Kennedy Amos, Ellevation - Division CEO

Printed Name and Title

6/9/2025

Date

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

Henrico, VA 23273-0775



Signature

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

06/11/2025

Date

APPROVED AS TO FORM

 6-11-25

Assistant County Attorney

## EXHIBIT A

### LICENSE AGREEMENT ADDENDUM

The County School Board of Henrico County, Virginia (“**County**”) and Curriculum Associates LLC, a Massachusetts a limited liability company (“**Licensor**”), are entering into a "Digital Content Solutions for K-12" (“**Agreement**”). Licensor has requested that its Ellevation Terms and Conditions of Use, last updated February 1, 2023 (“**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. Deleted Intentionally;
  - 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.

Curriculum Associates LLC



Signature

Marion Kennedy Amos, CEO - Ellevation Division  
Printed Name and Title

6/10/2025

Date

County School Board of Henrico County,  
Virginia



Signature

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

06/11/2025

Date

APPROVED AS TO FORM



Assistant County Attorney

## **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

Curriculum Associates, LLC

(hereinafter referred to as “Provider”) on

June 9, 2025

The Parties agree to the terms as stated herein.

### **RECITALS**

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

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

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

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

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

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

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

**1. Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Division Data (as defined in Exhibit “C”) transmitted to Provider from the Division pursuant to Exhibit “A”, including compliance with all applicable state privacy statutes, including the FERPA, PPRA, COPPA, IDEA, 603 C.M.R. 23.00, 603 CMR 28.00, and Code of Virginia § 22.1-289.01. *School service providers; school-affiliated entities; student personal information*; and § 22.1-287.02. *Students’ personally identifiable information*. In performing these services, to the extent Personally Identifiable Information (as defined in Exhibit “C”) from Pupil Records (as defined in Exhibit “C”) are transmitted to Provider from Division, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the Division. Provider shall be under the direct control and supervision of the Division. For purposes of this DPA, “Pupil Records”, “data”, Division Data”, Student Generated Content”, and “student data” do not include De-identified Information (“DII”) as defined in Exhibit “C”.

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



## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

Limited licenses to Ellevation Platform, Ellevation Strategies, and/or Ellevation Math and related Professional learning services as identified in one more of Provider's price quotes that have been accepted by the Division as indicated by Division issuance of one or more purchase orders.

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":

Please refer to Exhibit B

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

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

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



## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

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

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

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

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

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

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

- 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 DPA 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 Division Data that has been de-identified or placed in a separate student account, pursuant to the terms of the DPA. The Division may employ a request for return or deletion of Division Data form, a copy of which is attached hereto as exhibit D. Upon receipt of a request from the Division, the Provider will immediately provide the Division with any specified portion of the Division Data within ten (10) calendar days of the receipt of said request.
- a) **Partial Disposal During the Term of Service Agreement.** Throughout the term of the service agreement, Division may request partial disposal of Division Data obtained under the service agreement that is no longer needed. Partial disposal of Division Data shall be subject to Division's request to transfer Division Data to a separate account, pursuant to Article II Section 3, above.
  - b) **Complete Disposal upon Termination of Service Agreement.** Within 90 days after termination of the service agreement provider shall dispose or securely destroy all Division Data obtained under the service agreement. Prior to disposal of the Division Data, Division shall have thirty (30) days following termination to request a one-time export of Division Data. In no event shall Provider dispose of Division Data pursuant to this provision unless and until Provider has received affirmative written confirmation from Division that Division Data will not be transferred to a separate account.
- 6) **Advertising Prohibition.** Provider is prohibited from using or selling Division Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing or advertising efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to Client; or (d) use the Division Data for the development of commercial products or services, other than as necessary to provide the Service to Client. This section does not prohibit Provider from generating legitimate personalized learning recommendations or other activities permitted under Code of Virginia § 22.1-289.01.
- 7) **Penalties.** The failure to comply with the requirements of this DPA could subject Provider and any third party to all allowable penalties assessable against Provider under state and federal law. In the event the Family Policy Compliance Office of the U.S. Department of Education determines that Provider improperly disclosed personally identifiable information obtained from the Division's education records, the Division may not allow Provider access to the Division's education records for at least five years.

# **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

## **ARTICLE V: DATA PROVISIONS**

1. **Data Security.** The Provider agrees to maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personal information and makes use of appropriate administrative, technological, and physical safeguards. The general security duties of Provider are set forth below. These duties shall include, but are not limited to:
  - a. **Passwords and Employee Access.** Provider shall secure and manage usernames, passwords, and any other means of gaining access to the Services or to Division Data, at levels suggested by NIST SP800-171 (Password complexity, encryption, and re-use) , NIST SP800-53 (IA control Family), and NIST 800-63-3 (Digital Identity), and NIST SP800-63B (Authenticator and Verifier Requirements) or equivalent industry standard practices.
  - b. **Security Protocols.** Both parties agree to maintain security protocols that meet industry standard 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 Division Data obtained or generated pursuant to the DPA in a secure computer environment.
  - c. **Provider Employee Training.** The Provider shall provide annual security training to those of its employees who operate or have access to the system and access to Division Data.
  - 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 standard practices.
  - e. **Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct periodic risk assessments and remediate any identified high risk security and privacy vulnerabilities in a timely manner. Upon Division's written request, Service Provider shall make the summary of 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

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

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 the
  - i. date, estimated date, or date range of the loss or disclosure;
  - i. Division Data that was or is reasonably believed to have been lost or disclosed;
  - ii. remedial measures taken or planned in response to the loss or disclosure.
- c. immediately take action to prevent further access;
- d. take all legally required, reasonable, and customary measures in working with Division to remediate the breach;
- e. cooperate with Division to assist the Division in its efforts to communicate to affected parties and shall reimburse the Division for all costs Division incurs in notifying affected parties of the breach.
- f. provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by Division. 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, defend and hold harmless the Division from and against any loss, third-party claim, cost (including attorneys' fees) or damage of any nature arising from or in connection with the breach by the Provider or any of its officers, directors, employees, agents or representatives of the obligations of the Provider's or its Authorized Representatives under this provision.

## **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 E. 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

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

written consent and as long as any service agreement or terms of service, to the extent one exists, has lapsed or has been terminated. The Division may terminate this DPA and any service agreement or contract in the event of a material breach of the terms of this DPA.

- C. **Data Transfer Upon Termination or Expiration.** Provider will notify the Division of impending cessation of its business and any contingency plans. Provider shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the Division. As mutually agreed upon and as applicable, Provider will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the Division, all such work to be coordinated and performed in advance of the formal, transition date.
- D. **Effect of Termination Survival.** If the DPA is terminated, the Provider shall destroy all of Division's Data pursuant to Article V, section 5(b). The Provider's obligations under this DPA shall survive termination of this DPA until all Division Data has been returned or Securely Destroyed.
- E. **Priority of Agreements.** This DPA supersedes all end user and "click-thru" agreements. In the event there is conflict between the terms of the DPA and any other writing, such as service agreement or with any other bid/RFP, terms of service, privacy policy, license agreement, or writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of any other agreement shall remain in effect.
- F. **Amendments.** This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties
- G. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
- H. **Governing Law; Venue and Jurisdiction.** This DPA 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 DPA or the transactions contemplated hereby.
- I. **Authority.** Provider represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Division Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Division Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Division Data and portion thereof stored, maintained or used in any way.
- J. **Waiver.** No delay or omission of the Division to exercise any right hereunder shall be construed as a waiver of any such right and the Division reserves the right to exercise any such right from time to time,

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

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 DPA through paper or through electronic signature technology, which is in compliance with Virginia and Federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature.
- M. Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first class mail, postage prepaid, sent to the designated representatives before:

**a. Designated Representatives**

The designated representative for the Provider for this DPA is:

Name:	Legal
Title:	Legal Department
Address:	153 Rangeway Road, North Billerica, MA 01862
eMail:	customercontracts@cainc.com
Phone:	800-225-0248

The designated representative for the Division for this DPA 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 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.

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

Name:	
Title:	
Address:	
eMail:	
Phone:	

*[Signature Page Follows]*



## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

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

Provider Signature

Date:                     mkfamos                      
Printed Name: Marion Kennedy Amos  
Title: Ellevation - Division CEO

Division Signature John B. Wack

Date: 6/11/2025  
Printed Name: John B. Wack  
Title: Chief Financial Officer

APPROVED AS TO FORM

                    AJB                     6-11-25

Assistant County Attorney

**VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

**EXHIBIT “A”**

DESCRIPTION OF SERVICES

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

Limited licenses to Ellevation Platform, Ellevation Strategies, and/or Ellevation Math and related professional
Learning services as identified in one or more of Provider’s price quotes that have been accepted by the Division,
as indicated by Division’s issuance of one or more purchase orders.

# **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.	<input type="checkbox"/>
	Other application technology meta data- Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input type="checkbox"/>
Assessment	Standardized test scores	<input checked="" type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify:	<input checked="" type="checkbox"/> (optional)
Testhouse or other assessment data required by Division		
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications that are captured (emails, blog entries)	<input type="checkbox"/>

Conduct	Conduct or behavioral data	
Demographics	Date of Birth	<input checked="" type="checkbox"/>
	Place of Birth	<input checked="" type="checkbox"/>
	Gender	<input checked="" type="checkbox"/>
	Ethnicity or race	<input checked="" type="checkbox"/>
	Language information (native, preferred or primary language spoken by student)	<input checked="" type="checkbox"/>
Enrollment	Other demographic information- Please specify: migrant status	<input checked="" type="checkbox"/>
	Student school enrollment	<input checked="" type="checkbox"/>
	Student grade level	<input checked="" type="checkbox"/>
	Homeroom	<input checked="" type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input checked="" type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information- Please specify:	<input checked="" type="checkbox"/>
	active status, years in US schools, date entered district, date entered US schools	
	Parent/Guardian Address	<input type="checkbox"/>
Contact Information	Email	<input checked="" type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

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

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

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

	work data - Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input checked="" type="checkbox"/>
	Student course data	<input checked="" type="checkbox"/>
	Student course grades/performance scores (optional)	<input checked="" type="checkbox"/>
	Other transcript data -Please specify:	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>

	Other transportation data -Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored or collected by your application	<input type="checkbox"/>

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

**OTHER:** Use this box, if more space needed.

# **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

## **EXHIBIT “C”**

### DEFINITIONS

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

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

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

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

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

PII includes, without limitation, at least the following:

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

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

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

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

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

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

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

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



## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

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

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

Student Data shall constitute Pupil Records for the purposes of this DPA, 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 de-identified, or anonymous usage data regarding a student's use of Provider's services.

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. Student Generated Content does not include De-Identified Information.

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

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

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

# **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

## **EXHIBIT "D"**

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

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

#### 1. Extent of Disposition

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

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

[Insert categories of data]

#### 2. Nature of Disposition

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

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

[Insert or attach special instructions.]

#### 3. Timing of Disposition

Data shall be disposed of by the following date:

☐ As soon as commercially practicable

☐ By (Insert Date)

#### 4. Signature of Authorized Representative of Division

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

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

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

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

#### 5. Verification of Disposition of Data

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

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

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

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

# **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

## **OPTIONAL: EXHIBIT "E" GENERAL OFFER OF PRIVACY TERMS**

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

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

BY: 

Date: 6/9/2025

Printed Name: Marion Kennedy Amos

Title/Position: Ellevation - Division CEO

### **2. Subscribing Division**

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


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

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

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

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

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

BY: 

Date: 6/9/2025

Printed Name: Marion Kennedy Amos

Title/Position: Ellevation - Division CEO

Email Address customercontracts@cainc.com



## Ellevation® Terms and Conditions of Use

Last updated: February 1, 2023

These Terms and Conditions of Use (the “TOU”) apply to the digital products and services offered by Ellevation Education, a business unit of Curriculum Associates, LLC (“Ellevation”), including the Ellevation® Platform, Ellevation Math®, and Ellevation Strategies® (collectively and individually, the “Services”). By using your login to access the Services, you agree, on behalf of your organization, to abide by these TOU. All references to “You” or “you” or “Customer” in these TOU refer to your organization, which has licensed access to the System (as defined below) and/or Services from Ellevation. All authorized users within your organization are expected to comply with these TOU.

### License Grant.

During the period of time specified in the applicable price quote agreed to by you and Ellevation (the “Price Quote”), and subject to your compliance with these TOU, Ellevation grants to Customer a limited, worldwide, non-exclusive, non-transferable right to access and use the features and functionality of the System and/or Services identified in the Price Quote for Customer Users (defined below), in the quantity specified on the applicable Price Quote, solely for your internal educational purposes in accordance with the terms and conditions expressed in these TOU. All rights not specifically granted in these TOU are fully reserved by Ellevation. As used in these TOU, “System” means Ellevation’s proprietary, Internet-delivered SaaS platform of servers, software and related technology that is owned and operated by Ellevation and furnished to Customer pursuant to the Price Quote.

### Restrictions.

Customer will not, and will ensure that Customer Users do not, (a) use the System other than in compliance with these TOU and applicable federal, state, and local laws; (b) frame, distribute, resell, or permit access to the System by any third party; (c) interfere with the System or disrupt any other users’ access to the System; (d) attempt to gain unauthorized access to the System, or attempt to discover the underlying source code or structure of the System, or otherwise reverse engineer the System; (f) submit to the System any content or data that is false, misleading, defamatory or threatening; infringing of intellectual property rights; reasonably deemed to involve moral turpitude or that contains mass mailings or any form of “spam”; (g) submit to the System any data or code that contains a time bomb, virus, or any other malware that is designed to delete, disable or otherwise inhibit or harm any element of the System, or which is intended to provide unauthorized access to the System; or (h) use any robot, spider, data scraping or extraction tool or similar mechanism with respect to the System. As used in these TOU, “Customer User(s)” means any of Customer’s authorized users of the System, which may include students, teachers, administrators, or other Customer personnel.

Customer must comply with, and ensure that its Customer Users comply with these TOU, as well as ensure that: (a) Customer provides true, accurate, current and complete information to create and maintain accounts; (b) neither Customer nor any Customer User circumvents or otherwise interferes with any user authentication or security mechanism used by Ellevation; (c) Customer Users maintain the confidentiality of their usernames and passwords; (d) neither Customer nor any Customer User will impersonate another user of the System or provide false identity information to gain access to or use the System; and (e) Customer immediately notifies Ellevation of any known or suspected unauthorized access to Customer or Customer User accounts or compromise of account credentials.

### Ownership and Rights

Customer retains all right, title and interest in (i) any data, files, images, and other content that Customer or a Customer User uploads or submits to the System pursuant to these TOU; and (ii) any reports produced by Customer in connection with use of the System (collectively, “Customer Content”). “Customer Content” does not include de-identified data, which Ellevation may create using Customer Content on a de-identified basis (a) to develop and improve its products; (b) for the purposes of adaptive and customized learning; (c) for research and development purposes; and (d) to demonstrate the effectiveness of its products. You hereby grant Ellevation a worldwide, royalty-free, perpetual license to use de-identified data for the purposes identified in the preceding sentence.

The Services, including all trademarks, service marks, logos, documents, graphics, content, and/or other materials viewed or obtained from or through the Services (collectively, “Service Materials”), are owned and/or licensed by Ellevation and are protected by copyright and other intellectual property rights. Customer has no rights to transfer, reproduce, or prepare any derivative works with respect to the Services, or to disclose confidential information pertaining to the Services. These TOU do not convey to Customer or any Customer User any right of ownership in or related to the Service or other intellectual property owned by Ellevation.

Customer may, at its option, provide to Ellevation feedback or suggestions for enhancement concerning the System (“Feedback”), and Ellevation will have a perpetual right to use and incorporate Feedback into the System without any compensation or other obligation to Customer. Customer shall not gain any right, title or interest in the System or Ellevation’s intellectual property as a result of its furnishing Feedback or Ellevation’s use of Feedback.

## Data Protection

Privacy Policy. Ellevation takes the protection of Customer Content very seriously. For a full description of Ellevation's data-handling practices, please review Ellevation's Privacy Policy found at <https://ellevationeducation.com/platform-privacy-policy>, which is incorporated into these TOU. Ellevation reserves the right to modify the Privacy Policy in accordance with the procedure outlined in the Privacy Policy.

Family Educational Rights and Privacy Act. Customers subject to the Family Educational Rights and Privacy Act, 34 C.F.R. §99 et. seq. ("FERPA"), appoint Ellevation a "school official" as that term is used in FERPA, and determine that Ellevation has a "legitimate educational interest" for the purpose of carrying out its responsibilities under these TOU. Ellevation shall be bound by the relevant provisions of FERPA, including that it will remain under the "direct control" of Customer with respect to its use and maintenance of "education records" as that term is defined in FERPA. Ellevation will use personally identifiable student data only in connection with providing services to the Customer and will only share personally identifiable student data with its third-party vendors as necessary to provide services to the Customer.

Parental Consent. If Customer purchases Services available for use by students, if required under applicable state or federal law, Customer will be responsible for obtaining verifiable parent consent prior to making such Services available to its students under the age of 13. Ellevation shall comply with its responsibilities under the Children's Online Privacy Protection Act ("COPPA") and state law.

### i-Ready® Customers.

If Customer licenses or pilots i-Ready products or services from Ellevation, then Customer hereby agrees that Ellevation will use data shared by Customer in connection with the provision of i-Ready or generated during the use of i-Ready ("i-Ready Data") and Customer Content as follows:

- Onboarding. i-Ready Data used for onboarding, rostering, and authenticating Customer's accounts may be used by Ellevation for onboarding, rostering, and authentication purposes. Likewise, if Customer is or will be piloting i-Ready products, Customer Content may be used by Ellevation for onboarding, rostering, and authentication purposes for the i-Ready pilot.
- i-Ready Dashboard. Ellevation will import Customer's i-Ready Assessment results into the reporting dashboard functionality of the Ellevation Platform, unless Customer elects to opt out of such sharing by emailing its success team.
- Account Support. i-Ready Data and Customer Content may be shared between Customer's assigned account-management and technical-support teams in support of Customer's use of Ellevation's services.
- Research with De-identified Data. i-Ready Data and Customer Content may be combined and de-identified: (i) to develop and improve its products; (ii) for the purposes of adaptive and customized learning; (iii) for research and development purposes; and (iv) to demonstrate the effectiveness of its products.

Data Security. Ellevation deploys security precautions intended to help maintain the confidentiality, integrity, and availability of Customer data stored by Ellevation, including use of firewalls, encryption, authentication technologies and background screenings for all employees who have access to your student data. However, the internet is not perfectly secure, and Ellevation is not responsible for security incidents not reasonably foreseeable or reasonably within its control. Customer specifically shall not provide to Ellevation, or store on the System, the Social Security number, driver's license or state-issued identification card number, financial account number, or credit or debit card number of any Customer student or employee.

## Representation and Warranties; Disclaimers

Ellevation represents and warrants that (a) it has the necessary authority to enter into the obligations enumerated in these TOU; (b) it will provide the System and related services in a professional and workmanlike manner and in accordance with the specifications set forth in the Price Quote; and (c) it will comply with all applicable laws.

Customer represents and warrants that (a) it has the necessary authority to enter into the obligations enumerated in these TOU; (b) it has all rights, permissions and consents necessary to submit all Customer Content to the System and to grant Ellevation the rights to use Customer Content as set forth in these TOU; (c) any material uploaded to the System does not contain anything that is defamatory, libelous, infringes upon any third party intellectual property rights, or violates any confidentiality obligations Customer has with a third party; and (d) it will comply with all applicable laws.

Customer acknowledges that, as an internet-delivered software application, the System may experience periods of downtime, including (but not limited to) due to scheduled maintenance and third-party service outages. Accordingly, ELLEVATION DOES NOT WARRANT THAT THE SYSTEM WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME. ELLEVATION MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SYSTEM, INCLUDING ITS DOCUMENTATION, THE SYSTEM SOFTWARE, OR ANY DATA OR CONTENT MADE AVAILABLE THROUGH THE SYSTEM. ELLEVATION SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-

## INFRINGEMENT, AND ACCURACY.

### **Termination.**

Ellevation may suspend Customer's access to the Services immediately if Customer fails to make a payment more than 30 days following its due date. Customer agrees to use any professional development or training Services prior to termination or expiration of Customer's access to the System. Otherwise, Customer risks losing those Services.

Customer shall have thirty (30) days following the termination or expiration of your access to the System to provide Ellevation with a written request for a one-time, delimited file export of its data from the System via SFTP. Regardless of whether Customer makes such a written request, and except as otherwise provided in these TOU, within ninety (90) days of the termination or expiration of your access, Ellevation will securely destroy any and all of Customer's personally identifiable student data stored in the System, including any such data stored in Ellevation's backup systems.

### **Indemnification.**

To the extent permitted by law, you shall indemnify, defend, and hold harmless Ellevation and its licensors against any claim brought against Ellevation and/or its licensors by a third party that arises from your use of the System and Services. Ellevation agrees to: (a) promptly give you written notice of the claim; (b) give you sole control of the defense and settlement of the claim; and (c) provide you with reasonable assistance, at your expense, with respect to the defense of such claim.

### **LIMITATION OF LIABILITY.**

IN NO EVENT WILL ELLEVATION OR ITS LICENSORS, EMPLOYEES, AGENTS, AFFILIATED AUTHORS, OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES IN CONNECTION WITH ANY CLAIM OF ANY NATURE, EVEN IF SUCH PARTY HAS BEEN GIVEN ADVANCE NOTICE OF SUCH POSSIBLE DAMAGES. IN ADDITION, ELLEVATION'S AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY NATURE WILL NOT EXCEED THE FEES ACTUALLY PAID BY YOU TO ELLEVATION DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

### **Choice of Law and Jurisdiction.**

These TOU shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to any conflict of law principles. You hereby submit to the exclusive jurisdiction of the federal and state courts located in the Commonwealth of Massachusetts for any disputes or claims arising out of your use of the Services and/or System, or these TOU.

### **Use by Federal Government.**

The System and Services constitute Commercial Off the Shelf ("COTS") items as that term is defined in the U.S. Government Federal Acquisition Regulations ("FAR"). Government use rights are limited to those minimum rights required by the appropriate provisions of the FAR.



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

These Negotiated Modifications are hereby incorporated into Contract No. 2795B (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 License Agreement Addendum, and Data Privacy Agreement (the “RFP”).

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

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

1. SEC.V. F, TERMINATION BY COUNTY (PAGES 8-9); LICENSE AGREEMENT ADDENDUM, SECTION 4(PAGE 2)
  - Curriculum Associates wishes to clarify that the contract may be terminated for cause upon written request, and a pro-rata refund will be issued in lieu of assessing damages.
  - Curriculum Associates wishes to clarify that the contract may be terminated for convenience upon written request, and a pro-rata refund will be issued.
2. SECTION R, OWNERSHIP OF DELIVERABLE AND RELATED PRODUCTS (PAGE 12) shall be interpreted in accordance with the following:
  - Curriculum Associates would like to confirm, for the avoidance of doubt, that the District acknowledges and agrees that Curriculum Associates’ proprietary software solutions, related digital products and services, and all intellectual property rights therein are owned solely and exclusively by Curriculum Associates and, except for the licenses granted explicitly herein, nothing in this Contract shall grant the District any right, title, or interest in or to the software solution(s) and/or related services or training materials.
3. SECTION N, INDEMNIFICATION (PAGE 11) of the RFP and ATTACHMENT H, LICENSE AGREEMENT ADDENDUM, #3 shall be interpreted in accordance with the following:



- Curriculum Associates wishes to limit indemnification to third party claims, as claims between the parties will be addressed under other areas of the contract.
4. The following is added to the end of SECTION KK, COOPERATIVE PROCUREMENT (PAGE 18) of the RFP:
- Cooperative agreements may be permitted for interested entities. Such agreements will be made at Curriculum Associates' then-current pricing for the products being purchased by such interested entities, minus any applicable discounts. Any permitted cooperative agreements shall be by way of written agreement directly with the interested entity and Curriculum Associates.
5. ATTACHMENT I, DATA PRIVACY AGREEMENT, ARTICLE IV: DUTIES OF PROVIDER, SECTION 4, USE OF DE-IDENTIFIED INFORMATION (PAGE 3)
- Curriculum Associates requests the following language be stricken from this section: "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." The following language is inserted in place of the deleted language: Curriculum Associates will comply with all terms and conditions of FERPA as it applies to use of de-identified data and will not use data that can be re-identified but cannot agree to a minimum number of records. Additionally, the last sentence is reworded to read as follows: *"Provider agrees not to attempt to re-identify de-identified Division Data."*
6. ATTACHMENT I, DATA PRIVACY AGREEMENT, ARTICLE IV: DUTIES OF PROVIDER, SECTION 5, DISPOSITION OF DATA (PAGE 4)
- Curriculum Associates requests a new subsection 5(c) be added to the end of Article IV: Provider will provide written confirmation of destruction upon receipt of a written request from Division.
7. ATTACHMENT I, DATA PRIVACY AGREEMENT, ARTICLE V: DATA PROVISIONS, SECTION 2(a), UNAUTHORIZED ACCESS OR DATA BREACH (PAGES 5–6)
- Curriculum Associates request that "immediate" is deleted and replaced by *"reasonably prompt."*
9. ATTACHMENT I, DATA PRIVACY AGREEMENT, ARTICLE V: DATA PROVISIONS, SECTION 2(d), UNAUTHORIZED ACCESS OR DATA BREACH (PAGE 6)

- Curriculum Associates requests that the language “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” is deleted and replaced with “*shall include reimbursing Division for all costs Division incurs in notifying affected parties of the breach.*”

10. ATTACHMENT I, DATA PRIVACY AGREEMENT, EXHIBIT C, DEFINITIONS  
(PAGE 15)

- For purposes of this Agreement and for the avoidance of doubt, "Division Data", "Pupil Records", "Student Data" and "Pupil Generated Content" do not include de-identified data

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

## Falcone, Eileen

---

**From:** RFPs <RFPs@cainc.com>  
**Sent:** Monday, March 31, 2025 11:00 AM  
**To:** Falcone, Eileen; RFPs  
**Subject:** RE: RFP 24-2795-12EMF Digital Content  
**Attachments:** Ellevation TOU 2023.2.1 Final.pdf; 2025-26 Ellevation Renewal Quote - Henrico VA.pdf

Good Morning,  
Attached, please find ELlevation's Terms of Use. Also, please see final pricing quote attached.  
Please let me know if you need additional information or if you have questions.  
Thank you,  
Jackie

**Jackie Sullivan | Director, Bids & Proposals**  
Curriculum Associates  
Cell: (781) 710-2336  
[CurriculumAssociates.com](https://CurriculumAssociates.com)

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## Curriculum Associates

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---

**From:** Falcone, Eileen <fal51@henrico.gov>  
**Sent:** Friday, March 28, 2025 2:41 PM  
**To:** RFPs <RFPs@cainc.com>  
**Subject:** [EXTERNAL] RFP 24-2795-12EMF Digital Content

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

Thank you

**PLEASE ACKNOWLEDGE RECEIPT OF THIS EMAIL**

*Eileen M. Falcone, CPPB*  
Purchasing Manager  
804-501-5637  
County of Henrico  
Division of Purchasing  
PO Box 90775  
8600 Staples Mill Road  
Henrico, VA 23273-0775

# Curriculum Associates, LLC Price Quote - Q-48718

Version: 1

Quote Date: 2/3/2025

Quote Expiration Date: 9/1/2025

This price quote from Curriculum Associates, LLC having an address at 153 Rangeway Road, North Billerica, MA 01862 ("Company") has been prepared for the Customer Name identified as "Customer" below. Customer's use of Ellevation subscriptions shall be subject to the Ellevation Terms and Conditions of Use, which can be found at <https://ellevationeducation.com/platform-legal-notice>.

Company: Curriculum Associates, LLC	Customer: Henrico County Public Schools, VA
Representative: Alex Mukherjee	Contact Name: Sarah Modrak
Email: alex.mukherjee@ellevationeducation.com	Email: semodrak@henrico.k12.va.us
Phone: 617-307-5755	Phone: 804.226.5131
Address: 153 Rangeway Road, North Billerica, MA 01862	Address: PO Box 23120, Richmond, VA 23223-0420
Start Date: 9/1/2025	End Date: 8/31/2026

## Subscription Fees

Product	Quantity	Unit Price	Total Fees
Ellevation	6,115	\$15.25	\$93,253.75
Strategies	6,115	\$15.25	\$93,253.75
Subscription Total:			\$186,507.50

## Services Fees

Product	Quantity	Unit Price	Total Fees
In-Person Training	1	\$5,000.00	\$5,000.00
Services Total:			\$5,000.00

## Total Investment - Q-48718

Grand Total:	\$191,507.50
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Invoicing Schedule: Up Front, In Full

Payment Term: Net 30

Contract Term: 12

- Account Number: 4418064408 | Account Name: Curriculum Associates, LLC
- Bank Name: Wells Fargo Bank - San Francisco, CA
- ABA Routing: 121000248
- Tax ID: 26-3954988

To the extent your purchase is subject to sales tax, tax will be applied at final invoicing. If tax exempt, please submit valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to [exempt@cainc.com](mailto:exempt@cainc.com).

To place an order - Please submit this quote with your purchase order to your Ellevation Sales Rep at: [alex.mukherjee@ellevationeducation.com](mailto:alex.mukherjee@ellevationeducation.com)



## **Ellevation® Terms and Conditions of Use**

**Last updated: February 1, 2023**

These Terms and Conditions of Use (the “TOU”) apply to the digital products and services offered by Ellevation Education, a business unit of Curriculum Associates, LLC (“Ellevation”), including the Ellevation® Platform, Ellevation Math®, and Ellevation Strategies® (collectively and individually, the “Services”). By using your login to access the Services, you agree, on behalf of your organization, to abide by these TOU. All references to “You” or “you” or “Customer” in these TOU refer to your organization, which has licensed access to the System (as defined below) and/or Services from Ellevation. All authorized users within your organization are expected to comply with these TOU.

### **License Grant.**

During the period of time specified in the applicable price quote agreed to by you and Ellevation (the “Price Quote”), and subject to your compliance with these TOU, Ellevation grants to Customer a limited, worldwide, non-exclusive, non-transferable right to access and use the features and functionality of the System and/or Services identified in the Price Quote for Customer Users (defined below), in the quantity specified on the applicable Price Quote, solely for your internal educational purposes in accordance with the terms and conditions expressed in these TOU. All rights not specifically granted in these TOU are fully reserved by Ellevation. As used in these TOU, “System” means Ellevation’s proprietary, Internet-delivered SaaS platform of servers, software and related technology that is owned and operated by Ellevation and furnished to Customer pursuant to the Price Quote.

### **Restrictions.**

Customer will not, and will ensure that Customer Users do not, (a) use the System other than in compliance with these TOU and applicable federal, state, and local laws; (b) frame, distribute, resell, or permit access to the System by any third party; (c) interfere with the System or disrupt any other users’ access to the System; (d) attempt to gain unauthorized access to the System, or attempt to discover the underlying source code or structure of the System, or otherwise reverse engineer the System; (f) submit to the System any content or data that is false, misleading, defamatory or threatening; infringing of intellectual property rights; reasonably deemed to involve moral turpitude or that contains mass mailings or any form of “spam”; (g) submit to the System any data or code that contains a time bomb, virus, or any other malware that is designed to delete, disable or otherwise inhibit or harm any element of the System, or which is intended to provide unauthorized access to the System; or (h) use any robot, spider, data scraping or extraction tool or similar mechanism with respect to the System. As used in these TOU, “Customer User(s)” means any of Customer’s authorized users of the System, which may include students, teachers, administrators, or other Customer personnel.

Customer must comply with, and ensure that its Customer Users comply with these TOU, as well as ensure that: (a) Customer provides true, accurate, current and complete information to create and maintain accounts; (b) neither Customer nor any Customer User circumvents or otherwise interferes with any user authentication or security mechanism used by Ellevation; (c) Customer Users maintain the confidentiality of their usernames and passwords; (d) neither Customer nor any Customer User will impersonate another user of the System or provide false identity information to gain access to or use the System; and (e) Customer immediately notifies Ellevation of any known or suspected unauthorized access to Customer or Customer User accounts or compromise of account credentials.

### **Ownership and Rights**

Customer retains all right, title and interest in (i) any data, files, images, and other content that Customer or a Customer User uploads or submits to the System pursuant to these TOU; and (ii) any reports produced by Customer in connection with use of the System (collectively, “Customer Content”). “Customer Content” does not include de-identified data, which Ellevation may create using Customer Content on a de-identified basis (a) to develop and improve its products; (b) for the purposes of adaptive and customized learning; (c) for research and development purposes; and (d) to demonstrate the effectiveness of its products. You hereby grant Ellevation a worldwide, royalty-free, perpetual license to use de-identified data for the purposes identified in the preceding sentence.

The Services, including all trademarks, service marks, logos, documents, graphics, content, and/or other materials viewed or obtained from or through the Services (collectively, “Service Materials”), are owned and/or licensed by Ellevation and are protected by copyright and other intellectual property rights. Customer has no rights to transfer, reproduce, or prepare any derivative works with respect to the Services, or to disclose confidential information pertaining to the Services. These TOU do not convey to Customer or any Customer User any right of ownership in or related to the Service or other intellectual property owned by Ellevation.

Customer may, at its option, provide to Ellevation feedback or suggestions for enhancement concerning the System (“Feedback”), and Ellevation will have a perpetual right to use and incorporate Feedback into the System without any compensation or other obligation to Customer. Customer shall not gain any right, title or interest in the System or Ellevation’s intellectual property as a result of its furnishing Feedback or Ellevation’s use of Feedback.

## Data Protection

Privacy Policy. Ellevation takes the protection of Customer Content very seriously. For a full description of Ellevation's data-handling practices, please review Ellevation's Privacy Policy found at <https://ellevationeducation.com/platform-privacy-policy>, which is incorporated into these TOU. Ellevation reserves the right to modify the Privacy Policy in accordance with the procedure outlined in the Privacy Policy.

Family Educational Rights and Privacy Act. Customers subject to the Family Educational Rights and Privacy Act, 34 C.F.R. §99 et. seq. ("FERPA"), appoint Ellevation a "school official" as that term is used in FERPA, and determine that Ellevation has a "legitimate educational interest" for the purpose of carrying out its responsibilities under these TOU. Ellevation shall be bound by the relevant provisions of FERPA, including that it will remain under the "direct control" of Customer with respect to its use and maintenance of "education records" as that term is defined in FERPA. Ellevation will use personally identifiable student data only in connection with providing services to the Customer and will only share personally identifiable student data with its third-party vendors as necessary to provide services to the Customer.

Parental Consent. If Customer purchases Services available for use by students, if required under applicable state or federal law, Customer will be responsible for obtaining verifiable parent consent prior to making such Services available to its students under the age of 13. Ellevation shall comply with its responsibilities under the Children's Online Privacy Protection Act ("COPPA") and state law.

### i-Ready® Customers.

If Customer licenses or pilots i-Ready products or services from Ellevation, then Customer hereby agrees that Ellevation will use data shared by Customer in connection with the provision of i-Ready or generated during the use of i-Ready ("i-Ready Data") and Customer Content as follows:

- Onboarding. i-Ready Data used for onboarding, rostering, and authenticating Customer's accounts may be used by Ellevation for onboarding, rostering, and authentication purposes. Likewise, if Customer is or will be piloting i-Ready products, Customer Content may be used by Ellevation for onboarding, rostering, and authentication purposes for the i-Ready pilot.
- i-Ready Dashboard. Ellevation will import Customer's i-Ready Assessment results into the reporting dashboard functionality of the Ellevation Platform, unless Customer elects to opt out of such sharing by emailing its success team.
- Account Support. i-Ready Data and Customer Content may be shared between Customer's assigned account-management and technical-support teams in support of Customer's use of Ellevation's services.
- Research with De-identified Data. i-Ready Data and Customer Content may be combined and de-identified: (i) to develop and improve its products; (ii) for the purposes of adaptive and customized learning; (iii) for research and development purposes; and (iv) to demonstrate the effectiveness of its products.

Data Security. Ellevation deploys security precautions intended to help maintain the confidentiality, integrity, and availability of Customer data stored by Ellevation, including use of firewalls, encryption, authentication technologies and background screenings for all employees who have access to your student data. However, the internet is not perfectly secure, and Ellevation is not responsible for security incidents not reasonably foreseeable or reasonably within its control. Customer specifically shall not provide to Ellevation, or store on the System, the Social Security number, driver's license or state-issued identification card number, financial account number, or credit or debit card number of any Customer student or employee.

### **Representation and Warranties; Disclaimers**

Ellevation represents and warrants that (a) it has the necessary authority to enter into the obligations enumerated in these TOU; (b) it will provide the System and related services in a professional and workmanlike manner and in accordance with the specifications set forth in the Price Quote; and (c) it will comply with all applicable laws.

Customer represents and warrants that (a) it has the necessary authority to enter into the obligations enumerated in these TOU; (b) it has all rights, permissions and consents necessary to submit all Customer Content to the System and to grant Ellevation the rights to use Customer Content as set forth in these TOU; (c) any material uploaded to the System does not contain anything that is defamatory, libelous, infringes upon any third party intellectual property rights, or violates any confidentiality obligations Customer has with a third party; and (d) it will comply with all applicable laws.

Customer acknowledges that, as an internet-delivered software application, the System may experience periods of downtime, including (but not limited to) due to scheduled maintenance and third-party service outages. Accordingly, ELLEVATION DOES NOT WARRANT THAT THE SYSTEM WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME. ELLEVATION MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SYSTEM, INCLUDING ITS DOCUMENTATION, THE SYSTEM SOFTWARE, OR ANY DATA OR CONTENT MADE AVAILABLE THROUGH THE SYSTEM. ELLEVATION SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-

## INFRINGEMENT, AND ACCURACY.

### **Termination.**

Ellevation may suspend Customer's access to the Services immediately if Customer fails to make a payment more than 30 days following its due date. Customer agrees to use any professional development or training Services prior to termination or expiration of Customer's access to the System. Otherwise, Customer risks losing those Services.

Customer shall have thirty (30) days following the termination or expiration of your access to the System to provide Ellevation with a written request for a one-time, delimited file export of its data from the System via SFTP. Regardless of whether Customer makes such a written request, and except as otherwise provided in these TOU, within ninety (90) days of the termination or expiration of your access, Ellevation will securely destroy any and all of Customer's personally identifiable student data stored in the System, including any such data stored in Ellevation's backup systems.

### **Indemnification.**

To the extent permitted by law, you shall indemnify, defend, and hold harmless Ellevation and its licensors against any claim brought against Ellevation and/or its licensors by a third party that arises from your use of the System and Services. Ellevation agrees to: (a) promptly give you written notice of the claim; (b) give you sole control of the defense and settlement of the claim; and (c) provide you with reasonable assistance, at your expense, with respect to the defense of such claim.

### **LIMITATION OF LIABILITY.**

IN NO EVENT WILL ELLEVATION OR ITS LICENSORS, EMPLOYEES, AGENTS, AFFILIATED AUTHORS, OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES IN CONNECTION WITH ANY CLAIM OF ANY NATURE, EVEN IF SUCH PARTY HAS BEEN GIVEN ADVANCE NOTICE OF SUCH POSSIBLE DAMAGES. IN ADDITION, ELLEVATION'S AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY NATURE WILL NOT EXCEED THE FEES ACTUALLY PAID BY YOU TO ELLEVATION DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

### **Choice of Law and Jurisdiction.**

These TOU shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to any conflict of law principles. You hereby submit to the exclusive jurisdiction of the federal and state courts located in the Commonwealth of Massachusetts for any disputes or claims arising out of your use of the Services and/or System, or these TOU.

### **Use by Federal Government.**

The System and Services constitute Commercial Off the Shelf ("COTS") items as that term is defined in the U.S. Government Federal Acquisition Regulations ("FAR"). Government use rights are limited to those minimum rights required by the appropriate provisions of the FAR.





# Henrico County Public Schools

**Digital Content Solutions for K-12**

**RFP# 24-2795-12EMF**

**Due: February 14, 2025 at 2:00 PM**

**Submitted via eva Virginia to:**  
Henrico County Public Schools

**Submitted by:**  
Curriculum Associates, LLC  
153 Rangeway Road  
North Billerica, MA 01862

**Contact**  
Erin Rush, VP, Adoptions & Proposals  
RFPs@cainc.com | 614-721-9573

# Curriculum Associates



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# Tab 1 – Introduction and Signed Forms

In this tab, the following items should be provided:

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

Please see the following pages for this required information.

## Cover Letter

County of Henrico Department of Finance  
4301 East Parham Road  
Henrico, VA 23228  
Attn: Eileen M. Falcone, CPPB, Purchasing Manager

February 13, 2025

**RE: RFP No. 24-2795-12EMF – Digital Content Solutions for K-12**

Dear Eileen M. Falcone:

Henrico County Public Schools (HCPS) is seeking qualified vendors to “provide Digital Content Solutions that include specific research-based, digital tools geared towards supporting learning experiences with high-quality, and K-12 digitally aligned content.” To uniquely meet HCPS’ needs, Ellevation, Inc. (Ellevation), a business unit of Curriculum Associates, LLC, (Curriculum Associates) proposes our English Learner (EL) program management solution—***Ellevation Platform***—and our online professional development modules and activities for the district’s EL educators—***Ellevation Strategies***.

Ellevation is mission-driven and dedicated to helping ELs achieve their highest aspirations. We partner with over 1,600 Partner Districts across the United States, who use our products to manage complex EL program requirements and build the capacity of teachers to serve multilingual learners. Our proposed solutions go beyond compliance and impacts instruction in every classroom:

- ***Ellevation Platform*** is a comprehensive EL program solution designed to support EL teams as they fulfill program compliance and support language development. It brings in many different data points including student demographic, schedule, assessment—including *ELP* data, teacher input and more. Our student lists, dashboards, and configurable reports simplify the process of understanding EL data and provide educators with the information they need to help students master the WIDA standards.
- ***Ellevation Strategies*** provides sustained, job-embedded professional development through online professional learning modules that help every educator develop the capacity to support ELs on their pathway to language and content mastery. Seamlessly integrated with the Platform, *Ellevation Strategies* brings both data insight and high-quality instructional modules and activities to educators of ELs. Activities in *Ellevation Strategies* align to core content areas, grade levels K-12, and CCSS.

We are confident that our proposed solution and comprehensive training and support will ensure HCPS students and staff receive the resources and support they need to succeed. This proposal is valid until December 31, 2025. For additional information about our proposal or to arrange a presentation, please contact Erin Rush, Associate Vice President of Bids and Proposals, by phone at 614.721.9573 or by email at [RFPs@cainc.com](mailto:RFPs@cainc.com). On behalf of Curriculum Associates, thank you for your review and consideration of our submission.

Sincerely,




Erin Rush, VP of Adoptions and Proposals  
Curriculum Associates, LLC

## ATTACHMENT A PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal ("RFP") **No. 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):
Curriculum Associates, LLC
ADDRESS:
153 Rangeway Road, North Billerica, Massachusetts, 01862
FEDERAL ID NO: 26-3954988
SIGNATURE: 
NAME OF PERSON SIGNING (PRINT): Erin Rush
TITLE: VP, Adoptions and Proposals
TELEPHONE: 800-225-0248
FAX: 800-366-1158
EMAIL ADDRESS: RFPs@cainc.com
DATE: 02/13/2025

## ATTACHMENT B

Company Legal Name: Curriculum Associates, LLC

This form completed by: Signature:  Title: VP, Adoptions and Proposals

Date: 02/13/2025

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:  
T0460222 **-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: Curriculum Associates, 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

## **ATTACHMENT F**

### **DIRECT CONTACT WITH STUDENTS**

Name of Offeror: Curriculum Associates, 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.).



\_\_\_\_\_  
*Signature of Authorized Representative*

Erin Rush

\_\_\_\_\_  
*Printed Name of Authorized Representative*

Curriculum Associates, LLC

\_\_\_\_\_  
*Printed Name of Vendor  
(if different than Representative)*

## Tab 2 – Statement of the Scope

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

### 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.

1. The Successful Offeror(s) shall provide a solution where the digital content product or program includes cloud-based capabilities that allow for the following:

- a. Instructional design that empowers educators and students to access aligned content resources, create, modify, and share instructional content and learning experiences within and outside of the platform.
- b. Offer assessment functions, features, or activities that encourage students to practice with content and demonstrate their understanding.
- c. Customization options to meet specific learning objectives and preferences.
- d. Provides options for accessing data to monitor usage and student engagement.

### *Instructional Resources Aligned to Content (K-12, Core Subjects, CCSS, and More)*

Ellevation Strategies is an effective and easy-to-use instructional resource that enables differentiated instruction for ELs in all grades and content areas. Ellevation Strategies offers more than 100 classroom activities that teachers incorporate into existing lessons, ensuring best-practice instruction for ELs and making language and content accessible to every learner. Resources in Ellevation Strategies cover all grades K-12 and all core subjects of Math, Science, ELA, and Social Studies.

Incorporating Ellevation Strategies allows curriculum and instructional leaders to leverage research-based instructional strategies to differentiate instruction and enhance district curriculum across every content area and grade level. Specific outcomes include:

- Equip every teacher with strategies to build instructional capacity for teaching academic language across all content areas.
- Provide consistent instructional resources across schools, grade levels, and content teams with fidelity.
- Provide actionable resources supporting initiatives such as SIOP, AVID, GLAD, and more.
- Prepare districts with an easily implemented structure that supports coaching and development.

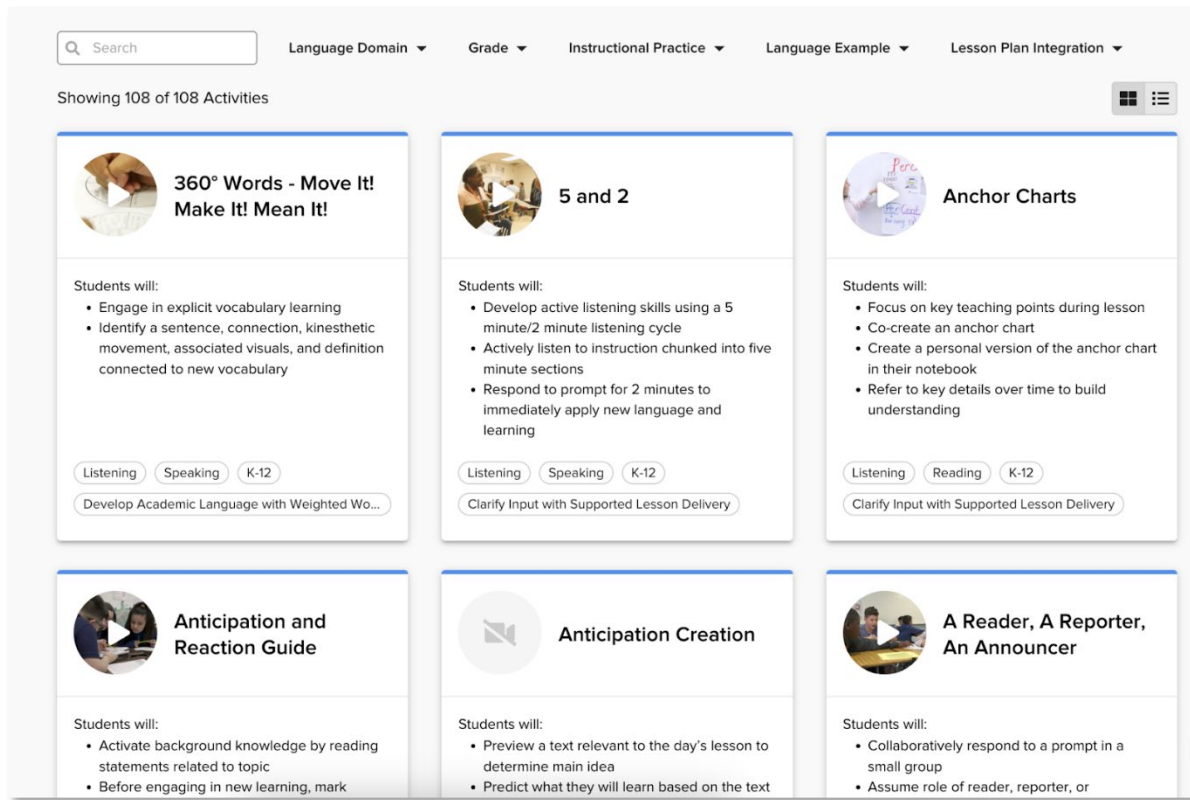


Figure 1. Differentiated activities can be filtered by language domain, grade level, lesson plan integration (including assessment), and more.

## Content Examples

Select Grade  
3-5

Select Content Area  
Math

Save as default

Showing 3-5 Math

Standard  
CCSS.Math.Content.3.NF.A.2

### Content Objective

Students will be able to place a fraction on the correct place on a number line.

### Language Objective

Students will use accurate vocabulary when explaining where to place a fraction on a number line.

- Teacher will draw a number line (zero to one) on the floor or board and explain that they are going to be “zooming in” on the ruler.
- In groups, students draw a similar number line on a piece of paper.
- Teacher provides instruction for about 5 minutes on the fractions between 0 and 1 and writes the fractions  $\frac{1}{2}$  on the number line. Teacher provides instruction in academic vocabulary needed to discuss the fractions.
- Students will work for 2 minutes with a partner to draw the fraction in the correct place and to explain its location on the number line.
- Teacher takes 5 minutes to explain why the fractions are placed where they are and then continues the activity with fractions  $\frac{1}{4}$ , and  $\frac{3}{4}$ .
- Students decide where they would place those fractions on a number line. They discuss the number line using academic vocabulary.

Figure 2. Tailor activities to match subject area, grade band, and standard.

**Ellevation bases our standards alignment for Activities on CCSS, but can also consult with the district team at Henrico County Public Schools to suggest the right resources supporting Virginia SOLs and loop in our experienced Education Solutions team (in-house instructional experts) as needed.**

The activities represent powerful teaching techniques that empower teachers to enhance their practice, making grade-level content accessible for ELs while engaging all students in sound pedagogical practices. Each activity has essential details to support quality instruction: key student information, clear instructions, downloadable resources, student-specific scaffolds, demonstration videos, and more.

The activities also allow students to practice learning language in various ways while using content area subject matter. In a classroom using Ellevation Strategies, students will better develop language proficiencies and progress on the path to reclassification and grade-level mastery of content.

**Graphic Organizers**

Select language for download ?

English

English  
Arabic  
Chinese (Simplified)  
Haitian Creole  
Portuguese (Brazilian)  
Spanish  
Vietnamese

Access downloadable materials for using this activity in the classroom. Materials intended for use in the classroom are also available in several languages other than English.

Organizer Type	PDF	Google Doc	Word
Be a Detective Directions	<a href="#">View PDF</a>	<a href="#">Copy Google Doc</a>	<a href="#">Download Word</a>
Be a Detective Organizer	<a href="#">View PDF</a>	<a href="#">Copy Google Doc</a>	<a href="#">Download Word</a>

Figure 3. Student handouts in English can be translated into 6 additional languages.

**Strategies**

Welcome, Alex! Each completed module is worth 1 PD Credit

Show details

**PDM/AM-WIDA-Demo Professional Learning**

Take a Tour Browse Catalog

**Module Pathways**

**Understanding Multilingual Learners**

January to May: Complete 2 module per month. Monthly PLCs will include time for discussion, collaborative planning, and reflection.

4 modules

- Introduction to Multilingual Learners
- Introduction to Long-Term English Learners (LTELs)
- Introduction to Newcomers
- Introduction to Students with Limited or Interrupted Formal Education (SLIFE/SLIFE)

**Activity Lists**

**Empowering Long-Term English Learners (LTELs)**

Support content engagement and academic language development for LTELs.

4 activities

- Sticky Thinking
- Interactive Reading Notebook
- A Reader, A Reporter, An Announcer
- News Around the World

Figure 4. Districts can customize their Ellevation Strategies homepage to display resources most relevant to their own teachers.

Ellevation Strategies transforms educator capacity by providing sustained, job-embedded professional development to help every educator develop the capacity to support English Learners in their language acquisition and content mastery.

- Ellevation Strategies provides sustained, job-embedded professional development through online professional learning modules that help every educator develop the capacity to support ELs on their pathway to language and content mastery. Integrated with the platform, Ellevation Strategies brings both data insight and high-quality instruction—tailored based on student WIDA scores—to educators of ELs.
- The professional learning Modules in Ellevation Strategies provide teachers with relevant and impactful professional learning through three distinct parts: Learn, Teach, and Reflect. Informed by research and designed with best practices in mind, each module ensures educators gain confidence and new skills in a structured, meaningful way.

### Article – Build Meaningful Communication with Academic Language

#### Key Terms

- **Linguistic Repertoire** – All the languages that students bring with them, regardless of their proficiency level. Your multilingual learners' linguistic repertoires include social, academic, and regional languages and dialects, as well as slang and hybrid languages like Spanglish.
- **Scaffolds** – Temporary instructional tools and techniques used to support specific skills and learning outcomes. Scaffolds should be added and removed according to the task, concept, and students' needs.

#### What is academic language?

Academic language is the language that we're expected to use in the classroom, the workplace, and other professional settings. It's a complex additional language that's distinct from the social language we use with friends and family. And it's something that

[▶ Start module](#) [>](#)



Figure 5. Teachers have access to research-driven articles and videos to deepen learning.



Teachers need a mix of theory and practice as part of their learning. When teachers more deeply understand and use research-based best practices in the classroom, it contributes to the better use of instructional strategies they can apply to meet the needs of their linguistically diverse students (Fernandez & Inserra, 2013). The most effective PD is related to classroom practice, inclusive of subject content, pedagogical content knowledge, and the student learning process specific to the subject (Kooy & van Veen, 2012).

## *Data and Instructional Planning*

Ellevation Platform enables good instructional, data-driven decisions and collaboration tools for Administrators, Specialists and Teachers by:

- Allowing for one convenient location to store and access EL information.
- Establishing good communication practices with parents with letters in 40 languages.
- Enhancing collaboration efforts with EL plans, meeting organization, and feedback through monitoring.
- Enabling educators to display, analyze, and share program data that makes an impact. For example, easily identify students and the number of years as English Language Learners to prioritize intervention and to share with stakeholders across the district.

Disparate student data sources, assessment results, and program decisions must be analyzed every day. EL educators need confidence that they can access this information quickly and easily so they can perform their jobs at a high level. **Ellevation makes the process of understanding EL students, and their data, straightforward and actionable to district stakeholders - all in one convenient place.** When key information is accessible by everyone, from the district office to the principal's office, EL educators can create a culture of accountability where everyone is responsible for student success.

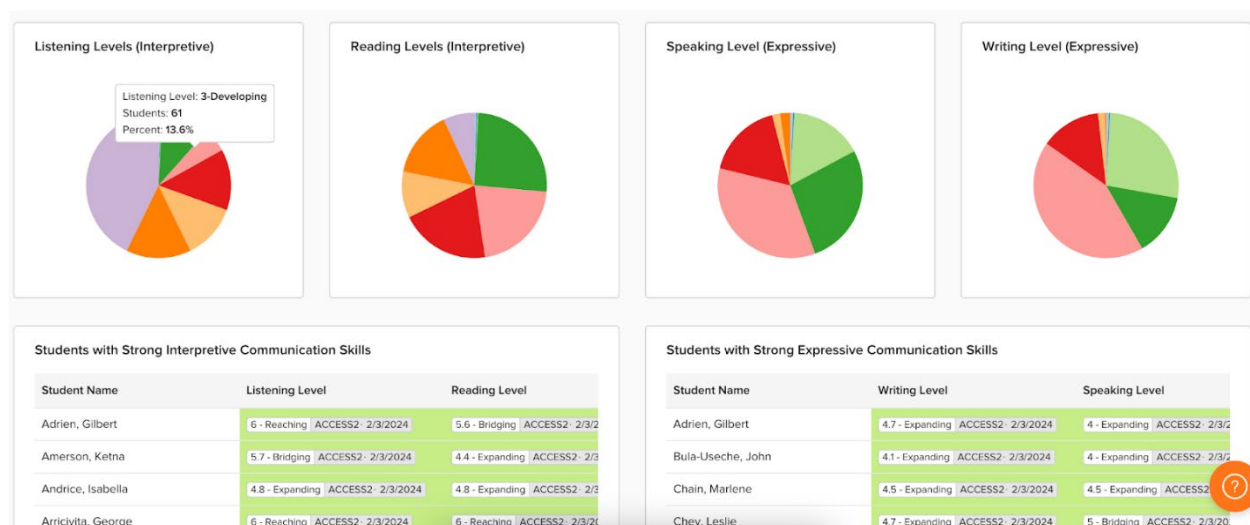
## *Data and Reporting to Monitor Usage, Engagement, and Performance*

Ellevation can regularly provide the district with usage statistics. Our extensive usage reports offer insights into specific educator engagement, school-wide trends, and district usage over time across Ellevation products.

The Ellevation Platform offers fully customizable dashboards for all users based on their specific needs and role within the district. Dashboards offer insights into student performance and challenges.

- Dashboards enable educators to make good instructional decisions by displaying, analyzing, and sharing EL program data. Educators can use these dashboards to:

- Filter and view data at the district, grade, classroom, and school levels to easily group students and view trends by type of service, time in program, and English language assessment progress.
- Review and group students by proficiency level based on WIDA English Language Proficiency and other assessments.
- View services and programs being provided across a district or in a school, such as bilingual and dual language programs and sheltered instruction.
- Easily identify students and the number of years as ELs to prioritize intervention, satisfy Title III reporting, and more.
- Identify students who are dual identified, LTELs, SLIFE, and other sub-populations.
- Review each student’s ELP score progress by year, domain, level, and scale score and identify important trends.



**Figure 6. Sample Ellevation Dashboard**

Ellevation’s electronic Student Profile contains valuable data and information about each student and allows users to track, store, and make instruction decisions for their roster of students. Some key components of the Student Profile include:

- Demographics (Including key dates such as enrollment date, date entered US schools, etc.)
- Schedule
- Test Results
- Can Dos/Descriptors

- Can Dos/Descriptors describe what students should be able to do at their current and successive English Language Proficiency levels in each language domain based on their most recent ELP assessment scores. Students' Can Dos/Descriptors are displayed on the Can Dos/Descriptors tab of the Student Profile.
- EL Services and Programs
  - You can track the EL Services that students are enrolled in Ellevation. Service records in Ellevation are tied to a discrete period and can include the schedule and teacher delivering the Service. Service assignments are added manually in Ellevation.
- Testing Accommodations/Designated Supports
  - Testing Accommodations/Designated Supports are modifications made to tests or testing conditions that allow ELs to demonstrate their knowledge and skills on standardized assessments. You can assign and track students' Testing Accommodations/Designated Supports in Ellevation.
- Classroom Modifications/Instructional Supports
  - Classroom Modifications/Instructional Supports help ELs access learning without changing the actual standards they are working toward. These supports might help ELs understand the content, complete assignments, improve their English, or help them feel included and comfortable in their classes. You can assign and track students' Classroom Modifications/Instructional Supports in Ellevation.
- Goals
  - You can assign English language proficiency Goals for students and track their progress over time in Ellevation. Depending on the Goal Restrictions set by your Ellevation Administrator, you can assign:
    - Ellevation Goals: Ellevation populates language goals aligned to your state's English language proficiency model in the Ellevation Goalbank.
    - District Goals: Your Ellevation Administrator may choose to configure a district Goalbank that includes goals tailored to your district needs.
    - Teacher Goals: You can write and assign custom Goals to your students, which will be added to your personal Goalbank. Your personal Goalbank is for your use only; you cannot share Goals from your Goalbank or access another teacher's personal Goalbank. Once you have added a Goal to your personal Goalbank, it can be edited, but it cannot be deleted.
- Monitoring
- Notes from EL Stakeholders
- Documents – Unlimited Document Storage (Home Language Surveys, Writing Samples, etc.)

The screenshot shows a student profile for Kateb D Abdullah, a 4th-grade student at Bethel Junior High School. The profile includes a header with the student's name and a 'Select Student Report' dropdown. Below the header, there's a section for school information and a TELPAS (01/15/2019) status: Composite: 2 - Intermediate, Listening: 4 - Advanced High. There are links to 'View Test Results' and 'View Course Grades'. A navigation bar contains tabs for Demographics, Schedule, Test Results, Can Dos, LEP Services and Programs, Designated Supports, Instructional Supports, Instructional Supports (New), Forms, Goals, Monitoring, and Notes. Below the navigation bar, there are tabs for Meetings, Documents, and Course Grades. The main content area is divided into two sections: BASIC INFORMATION and KEY ATTRIBUTES. BASIC INFORMATION includes fields for Test ID #, Practice School, Grade Level, City/Town of Birth, Race, Years in US School, Student #, School Alternate, Gender, Birth Country, and Ethnicity. KEY ATTRIBUTES includes fields for LEP Teacher, Native Language, Home Language, and Flags. There is also a KEY DATES section.

BASIC INFORMATION		KEY ATTRIBUTES	
Test ID #		LEP Teacher	Vanessa Betancur-Cadavid
Practice School	Bethel Junior High School	Native Language	Arabic
Grade Level	4	Home Language	Arabic
City/Town of Birth	OMAN	Flags	NOM Migrant
Race	White		
Years in US School			
Student #			
School Alternate			
Gender	Male		
Birth Country	Saudi Arabia		
Ethnicity	Not Hispanic/Latino		

Figure 7. Sample Student Profile in Ellevation

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.

Please see the **Instructional Resources Aligned to Content (K-12, Core Subjects, CCSS, and More)** section above.

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

Ellevation Platform and Strategies are accessible 24/7 outside of occasional, regularly scheduled maintenance. If this maintenance does occur, it will occur between Saturday 8 PM through Sunday 8 AM.

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

All educators at Henrico County Public Schools can have access to both the Ellevation Platform and Ellevation Strategies at no additional cost. Ellevation provides unlimited staff licenses to Henrico County Public Schools. The student access is not pertinent to Ellevation because our Ellevation Platform and Ellevation Strategies are not student-facing.

## 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.

Ellevation supports all modern browsers.

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

Ellevation is committed to providing a platform that is accessible to the widest possible audience regardless of technology or ability. In building our software applications, Ellevation proactively adheres to many of the available standards and guidelines that improve accessibility and usability for our users.

Specifically, we continuously review and test our platform with the goal of conforming to WCAG 2.1 Level AA guidelines, which have become the industry gold standard for web accessibility. Today, our site includes many accessibility features including adjusting contrast ratios, resizing fonts/content, labels for screen readers, and video captions. We will continue to audit and adjust our platform in the future as we launch and change products/feature sets.

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

Ellevation is a SaaS product.

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

We work directly with UX during development, as usability is always important.

### 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)

Any device with a modern browser can use Ellevation although there is not a specific mobile experience.

## C. Integration and Reporting

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

Ellevation offers easy-to-use account administration via our User Management tool. Administrators can work in conjunction with their Ellevation team to view staff data and resolve discrepancies..

Authorization to view data in the system is governed by a Roles-Based Access System (RBAC), which allows districts to control access both by scope (e.g. Classrooms, Schools), and also role (e.g. Specialist, Teacher, Principal). There will be unlimited user licenses for the district.

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.

Ellevation offers SSO through either ClassLink or Clever.

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

While we do not meet this specification, Ellevation supports SSO through Clever or Classlink and have our own internal user management if neither of those work.

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.

Ellevation's user management is compliant with this requirement, though we do not have an engine to report on activity.

5. Any requirements for students, staff, course, roster, or school information must be supported through a common specification. The exchange of data must be through a common protocol and not require the installation of vendor-specific software in the HCPS internal infrastructure. HCPS currently supports the following means of exchanging student information in order of preference but will accept other non-vendor specific protocols:

- a. LTI integration as a Tool Provider (TP) with our LMS (Learning Management Systems) Solution (Schoology)
- b. SIF - Student Information framework
- c. Exchange of information through Clever - a third party vendor for exchanging common data for school systems; The Successful Offeror is responsible for any costs incurred with Clever implementation.
- d. File exchange to a vendor-supported SFTP server

Data integration has multiple options, including via SFTP. Ellevation currently integrates with Henrico County Public Schools via a nightly data sync with PowerSchool and provides a secure file exchange as needed. The following resource outlines our data integration specifications at a high level:

<https://docs.google.com/document/d/1C16QttDlOwoTKRj32sfW4vsUfSIFgQ4OtzeWCPRNS68/edit?tab=t.0>.

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

Data integration comes at no additional cost for Henrico County Public Schools, as it was already paid for in the district's initial Ellevation purchase. The only additional cost might be if the district changes Student Information Systems in the future. There are unlimited user licenses for the district. These licenses are for educators and not students as Strategies is teacher-facing.

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

We do allow for integration via OneRoster CSV files. However, due to the necessity of bringing in specific EL fields, we will likely need to supplement with custom extracts. Ellevation has a very well defined process for extracting data from PowerSchool which I linked above.

## 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.

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

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

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

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

Ellevation is committed to providing a platform that is accessible to the widest possible audience regardless of technology or ability. In building our software applications, Ellevation proactively adheres to many of the available standards and guidelines that improve accessibility and usability for our users.

Specifically, we continuously review and test our platform with the goal of conforming to WCAG 2.1 Level AA guidelines, which have become the industry gold standard for web accessibility. Today, our site includes many accessibility features including adjusting contrast ratios, resizing fonts/content, labels for screen readers, and video captions. We will continue to audit and adjust our platform in the future as we launch and change products/feature sets.



## 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.

Ellevation is a SaaS platform.

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

All data is encrypted in transit and at rest - a SOC2 Type2 report is available for more information about our data security controls.

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

Privacy policy and terms of use are available on the website that outline state and federal compliance.

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

District Data is not sold or used for commercial marketing purposes.

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

Ellevation products are highly resilient, built as a cloud-native application ensure elasticity.

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

LDAP is not supported.

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

Requests can be submitted through our normal support channels.

## 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:

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

#### a. Windows Laptop

##### i. Software

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

##### ii. Hardware- Dell Laptops

##### 1. Specifications

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

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

##### i. Software

1. Chromium OS 129.x+ or above

##### ii. Hardware

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

##### a. Specifications:

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

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

##### i. Software

1. iOS version -16.x, minimum

##### ii. Safari browser

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

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

### 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.

#### b. Firewall Protection

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

Ellevation is supported by any modern browser, including Safari, Edge and Chrome.

## 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.

### *Continuous Support, Training, and Best Practices*

Service is a core value of every employee at Ellevation. We are proud of the fact that, when asked, most current partners will say that our software is great - but our service is even better. During the 2023-2024 school year, Ellevation surpassed industry standards, retained 94% of our customers, and served almost 1.7 million multilingual learners nationwide.

Our Partner Success Organization is built on four pillars: 1) Onboarding 2) Implementation and Data Services; 3) Training; and 4) Ongoing Support.

### **Onboard.**

We work with you to set up your data automation so that the information in Ellevation reflects the correct information in your Student Information System.

### **Implementation and Data Services**

Henrico County Public Schools will continue working closely with your Partner Success Manager (PSM), who provides project leadership and consulting during software implementation and future use. The PSM is accountable for delivering Ellevation software configured to partner specifications and working closely with district leadership to ensure effective implementation. They will support you for your entire time with Ellevation, from initial implementation to ongoing support to new product implementations, and future best practices support. The support you receive from your PSM is included in the annual subscription costs. Support is also provided by Ellevation's Data Integration Team (DIT) which supports the integration with the SIS system. Ellevation provides a comprehensive package of services delivered by an experienced team of education experts designed to ensure Ellevation meets the district's unique needs and expectations.

### **Training**

The Training Solutions Team will consult with the district team to construct and deliver relevant, timely training on Ellevation products. The training solution will be customized in a way that optimizes learning, achieving stated goals and logistics for the state and the district. These are key moments in the customer experience and excellent planning is required to ensure a great outcome that leads to engagement and continuous learning. Ellevation offers a suite of in-person and online training solutions that help districts and educators meet initial objectives, successfully use tools and features, and ultimately master their use of the Ellevation Platform and Ellevation Strategies. Our training team is comprised of highly effective and experienced trainers, many of which are former EL educators.

Some examples of our training principles:

### *District*

- Identify the greatest areas of need to better support campus representatives.
- Plan opportunities for learning and training (dates/times) that are documented in a Professional Learning Plan and communicated across campuses.
- Train key district leaders who support campuses with Ellevation.

### *Campus*

- Train EL campus representative(s) on how the Ellevation supports program needs (e.g. reevaluation, progress monitoring, parental notification, data analysis) to ensure process fidelity and drive accountability.
- Train EL campus representative(s) on how to train/support their colleagues to utilize Ellevation to enable better communication among district staff, site administrators, and classroom teachers.

### *Classroom*

- Campus users facilitate/share learning during PLCs, grade-level/dept. meetings (or another identified period) on how to utilize Ellevation to support legal compliance workflows and review English Learner data to make decisions and document instructional interventions.
- Campus users continue learning through the use of the Ellevation Resource Center, Ellevation Academy, Ellevation Webinars, and collaborative conversations with peers.

## **Ongoing Support**

In addition to the services mentioned above, Ellevation also provides a wide range of ongoing support to ensure that users can continually find answers to their questions. These include the Help Desk, Resource Center, and Ellevation Academy.

The Resource Center offers educators a resource library of instructional videos, process documents, and a bank of frequently asked questions and answers. The Resource Center is designed to ensure that users can easily find answers to basic questions about Ellevation functionality and troubleshoot common challenges. Users can find the Resource Center within Ellevation, and it is always accessible.

In addition, Ellevation offers a variety of materials that help educators in their learning and support needed to meet initial objectives, successfully use additional tools and features, and ultimately master the use of Ellevation on a long-term basis:

- **Ellevation Help Center** is an easy and fast way to get your questions answered by users submitting a ticket to our Help Center.

- **Ellevation Resource Center** offers hundreds of How-To articles to help Ellevation users get the most out of Ellevation.
- **Ellevation Academy** encompasses both asynchronous (on-demand courses) and synchronous courses (Webinars: Instructor-Led and Recordings) to support ongoing learning.
- **Seminars & Webinars** are hosted at convenient, regular intervals over the year. Users engage in a live instructor-led environment with other districts.
- **Ellevation Community** provides EL educators with opportunities for professional learning via podcasts, articles, social media, and more.

## Tab 3 – Default, Termination and Barred Certification Statement

Pursuant to Section VI, Items L(3), L(4) and L(5), in this tab, Offerors shall certify (i) that it has not defaulted on any government contract in the last five years, (ii) that no government has terminated a contract with the Offeror for cause in the last five years, and (iii) that neither it nor any of its officers, directors, partners, or owners is currently barred from participating in any procurements by any federal, state, or local government body. If any of the aforementioned certifications cannot be made, Offerors must explain in reasonable detail.

Curriculum Associates certifies it is compliant with this specification.

## Tab 4 – Offeror Qualifications and Experience

In this Tab, Offerors shall demonstrate the Offeror's, and their staff's qualifications and experience in providing the services requested in the Request for Proposal (RFP). Offerors shall provide resumes of staff and the local representative who would be assigned to this contract if awarded. Offerors shall also provide the following:

- a. number of years they have been providing the services requested; and,
- b. number of current customers your firm is providing similar services to those requested in this RFP.

### Staff and Local Representatives for HCPS

Please see the following pages for resumes of the assigned personnel:

- **Alex Mukherjee**, Account Manager
  - 4+ years as an Ellevation Account Manager
- **Kaitlyn Dight**, Partner Success Manager
  - 2+ years at Ellevation supporting partner districts
- **Lakin Sakhalkar**, Data Acquisition Specialist
  - 1.5 years as an Ellevation Training Solutions Manager
  - 2 years as an Ellevation Data Acquisition Specialist
- **Briana Cassidy**, Training Solutions Manager
  - 16 months as an Ellevation Training Solutions Manager

### Experience Servicing Similar Customers

Ellevation serves 2.5 million+ EL students across 1,700+ school districts in the 50 states. This totals ~50% of the ELs nationwide and 26,000+ schools. Ellevation supports many enterprise districts that serve 5,000 or more ELs, including Henrico County Public Schools.



## Alex Mukherjee, Enterprise Account Manager

### Education

- Bachelor of Arts (BA), Boston College, 2017

### Professional Experience

#### **Ellevation Education**

2019-Present

##### Enterprise Account Manager (2023-Present)

Manage some of Ellevation's largest accounts, including D.C. Public Schools and Atlanta Public Schools. Consistently build strong relationships with district and school admin to maximize the value of Ellevation. Complement regular emails and Zoom calls with in-person visits and conference attendance. Serve as the main point of contact for 80+ accounts.

- Secured \$2.5MM in 2024 through contract renewals and upsells. Member of President's Club FY24.
- Regularly serve as a peer mentor to new Account Managers and collaborate at a high level with internal teams.
- Manage a large pipeline of opportunities, ensuring timely reporting to management and pacing to key goals.
- Thought leader on the Revenue team, regularly sharing email campaigns and additional strategies to build strong relationships.

##### Partner Development Manager (2019-2023)

Cultivated and nurtured relationships with existing and potential partners (schools and school districts) to drive growth. Collaborated on partnership agreements, ensuring favorable terms and beneficial outcomes for all parties. Carried out thorough market research and competitor analysis to identify partnership opportunities. Evaluated customer performance and developed initiatives to enhance collaboration effectiveness.

- Increased Ellevation partnerships in the Pacific Northwest by over 50% from 26 to 4
- Generated \$1.5MM in revenue through new business contracts, renewals, and expansions.
- Achieved 104% revenue quota and 100% account renewal rate through excellent business development strategies.

##### Account Manager (2020-2022)

Cultivated and maintained strong relationships with clients to meet their needs and objectives. Oversaw portfolio of accounts (schools and school districts), ensuring exceptional service delivery and customer satisfaction. Identified upselling a cross-selling opportunities to drive revenue growth from existing clients. Performed in-depth account analysis to develop strategic account plans and accomplish performance goals.

- Managed success, renewals, and expansions for 100+ school districts with a focus on business outcomes.
- Secured over \$2.5MM in revenue with 102% average quota attainment and 99% account renewal rate over 2 years.
- Organized and hosted Ellevation's first national webinar EL Impact with 500+ attendees watching live

#### **Playbl Inc.**

2022-2023

##### Business Development Consultant

Pursued and closed new business opportunities through effective sales strategy and analysis of market trends. Created a nurtured relationships with potential clients, resulting in a steady pipeline of new customers and leads. Collaborated directly with CEO to develop innovative solutions and drive informed business decisions.

- Spearheaded customer acquisition and account management, growing customer base from 1 school to 10 schools while maintaining a 100% customer retention rate.
- Built and implemented internal systems to achieve revenue growth while maintaining sales tracker, planning spreadsheet, customer pricing, and internal training documents.

- Increased company revenue from \$1,000 to \$6,750.
- Led sales calls, designed product demo strategies, and created customer success materials.

**Life Lessons Education**

2021-2023

Co-Founder & Chief Executive Officer

Established early-stage EdTech startup that provided gamified lessons on Social-Emotional skills for K-12 students. Created business plans and pitch decks, managed contractors, and delivered on key objectives in collaboration with fellow co-founders. Led acceptance into MassChallenge 2023, a prestigious startup accelerator with <10% acceptance rate.

- Developed, maintained, and grew initial user base with 100+ students in 10 schools across the US.
- Secured first sales contract, valued at \$1K while leading conversations with prospective customer
- Liaised with SEL experts and software engineers for the development and successful launch of innovative products.

## Kaitlyn Dight, Campus Engagement Manager

### Education

- Master of Science (M.SC.) in Educational Leadership, George Mason University, 2016
- Bachelor of Science (B.SC.) in Elementary Education, Emphasis in Early Childhood Education, Western Michigan University, 2007

### Professional Experience

#### **Ellevation Education**

2022-Present

##### Campus Engagement Manager

- Supported onboarding and system set up of Ellevation Math for new districts, including creation of classes within Ellevation Math and creation of an implementation plan.
- Facilitated training for groups of learners with up to 30 participants to ensure competency in implementing Ellevation Math in classroom settings.
- Tasked with creating professional development materials and support for training experiences based on the needs of stakeholders.
- Met with district stakeholders regularly to analyze usage data, address challenges, chart goal progress, and adapt implementation plans as needed.

##### Partner Success Manager

- Conduct regular status meetings with district stakeholders to address challenges, set goals, and reflect on successes for future success.
- Collaborated with internal and external stakeholders to ensure consistent and successful usage across all Ellevation products and resources.
- Onboard new partners successfully and collaborate with internal data teams as well as external partner teams to ensure a smooth roll out of Ellevation.
- Support districts in creating necessary workflows, dashboards, and letters to ensure compliance is met and ELs are receiving the services needed.

#### **Fairfax County Public Schools**

2010-2022

##### Educational Trainer

- Lead the creation and development of curriculum resources, materials, and assessments in alignment with state standards to support participant learning.
- Tasked with operating as a companywide expert to guide training and instruction of all departments in reaching specific goals.
- Orchestrate the training and coaching of staff in effectively implement specific skills necessary to increase productivity.
- Establish and cultivate close and lasting partnerships and relationships with multiple stakeholders to create, implement, and analyze goals.
- Play a key role by coordinating and administering onboarding and training for new employees with company curriculum and resources.
- Supervise the activities of multiple departments at once while leading the creation of professional development opportunities tied to specific, data driven department needs.
- Chart the creation, preparation, and development of a wide range of instructional materials for specific departments.
- Conduct extensive analysis into data trends to create curriculum and training materials to support growth.

- Focus on developing the necessary skills and knowledge base of educational professionals in the area of mathematics.
- Devise and establish data-driven goals for teams of professionals and contribute to the creation and implementation of curriculum materials needed to meet their goals.
- Carry out the collection and analysis of data and team surveys to drive improvements in training practices and results.
- Partner closely and collaboratively with leadership across various company sites to promote productivity and collect the corresponding data necessary to track trends and implement strategic curriculum changes.
- Cooperate effectively with upper leadership and various stakeholders in the creation of data driven goals and specific action plans to achieve goals.
- Act as a liaison between company sites to create and facilitate a shared understanding of curriculum materials and a collaboration between professionals.
- Navigate the organization and facilitation of live video trainings for course participants and virtual team meetings for staff.
- Perform the planning, organization, and leadership of weekly virtual staff meetings with multiple departments to set goals with the new online curriculum.
- Spearhead the planning and execution of community-wide events to invite various stakeholders to see the achievements of the school community and to provide quick training on ways to support at home learning practices.

Instructor

- Play a key role by adapting, tailoring, and revising course curriculum materials to meet the needs of a diverse group of participants daily to produce optimal growth and understanding.
- Lead the creation, development, and implementation of custom curriculum materials for groups of up to 26 participants.
- Carry out the creation, preparation, and delivery of materials through employment of various training techniques, including classroom model, small groups, and one-on-one interventions both in person and in virtual spaces.
- Oversee the creation and production of video walkthroughs on Zoom and PDF guidelines for participants through utilization of Schoology to help facilitate the shift from in-classroom to online learning.
- Utilize expertise and experience to repurpose and adapt all written assignments to online and virtual assignments.
- Dispense extensive weekly feedback and information to stakeholders on current training and instruction.

**Littleton Elementary School District**

2008-2010

Instructor

- Spearheaded the creation and development of course materials to maximize the growth and learning of participants.
- Formulated and fostered close and sustaining relationships and rapport with a diverse range of personnel.
- Conducted the evaluation and assessment of the learning needs of participants and focused on meeting and exceeding these needs.
- Clearly and effectively interacted with participants to provide them with necessary information and education.

## Lakin Sakhakar, Data Acquisition Specialist

### Education

- B.A. in Communication Disorders, Louisiana State University (LSU)

### Professional Experience

#### **Ellevation Education**

2021-Present

##### Data Acquisition Specialist (2023-Present)

- Utilizes SQL and DataGrip to extract, transform, and load large data sets from Student Information Systems ensuring data integrity, resulting in increased data accuracy and efficiency for partners
- Develops and continuously updates data analysis scripts that reduce manual processing time and result in quicker data implementation
- Collaborates with cross-functional teams to design and implement data models, enhancing the accessibility and usability of student data

##### Training Solutions Manager (2021-2023)

- Communicated and collaborated with partners to create a customized learning experience to accelerate effectiveness and drive usage
- Ensured quality data experiences for partners during trainings on configurations and data mappings to ensure successful workflows completion
- Collaborated with Partner Success, Product Support, Field Enablement and more to inform needed feature improvements and learning enhancements
- Consistently searched for feedback on team processes to make enhancements for a more streamlined workflow (i.e. training planning call documents, training holds, and templates)

#### **YES Prep Public Schools**

2015-2021

##### Literacy Specialist, Dean of Instruction (2019-2021)

- Led EL Administrators in Ellevation usage and continuous learning regarding BOY, MOY, and EOY LPACs
- Managed and evaluated diverse team of 18 teachers on best teaching practices, student support and accommodations, and district wide literacy goals to promote teacher and student growth
- Managed implementation of new dyslexia curriculum that helped to increase middle school students' performance on fluency placement exams (82% spring 2020, 84% fall 2020, 93% spring 2021)
- Managed PEIMS coding in Student Information System Skyward
- Coordinated and managed student learning experience by delivering professional development and using a data-driven approach using Power BI

##### Middle School Reading Intervention Teacher (grades 7-8) (2015-2019)

- Produced one of the highest 8th grade fluency growth reports (100% compared to 53% district average-Fall 2017)
- Created independent reading unit which helped increase 7th grade students' fluency by 13% (May 2017)
- Used various one-on-one strategies for ELL and SpEd students in lower-tiered reading classes that helped 90-100% meet their growth goals in fluency (Spring 2017, Fall 2017, and Spring 2018)

## Briana Cassidy, Training Solutions Manager

### Education

- Master's in education, TESOL K-12, St. John's University, 2011
- Bachelor of Arts, Secondary Spanish, SUNY College at Cortland, 2006

### Professional Experience

#### **Ellevation Education**

2023-Present

#### Training Solutions Manager

- Design & deliver training sessions (webinars, synchronous/asynchronous sessions, in-person workshops) while consistently achieving a 95%+ customer satisfaction rate on 100+ training sessions delivered YTD
- Manage product training needs for over 100 customer districts in the Southeast region
- Work directly with partners to conduct needs assessments and provide training solutions that suit district needs
- Collaborate with Partner Success Managers regularly to drive product usage amongst partners & increase customer engagement
- Build a clear training plan for partners with resources and success plans to achieve long-term district goals
- Maintain ongoing communication with partners & regularly set clear and accurate expectations/boundaries
- Proactively anticipate partner roadblocks and make suggestions before and during training sessions
- Troubleshoot various partner questions/issues both prior to and during training sessions
- Collaborate with various internal teams (Customer Success, Marketing, Sales) to plan, design, and deliver quality SaaS product training sessions to partners nationwide
- Maintain a thorough understanding of all Ellevation products, new product updates, releases, and training offerings

#### **Charleston County School District**

2012-2023

#### Bilingual Education Professional

- Designed differentiated lessons for over 120 English as a second language learners in grades K-12
- Instructed students in English and Spanish (children and adults)
- Expert in child and adult learning principles - instruction led to 67% increase in standardized test scores
- Instructional design, curriculum development, and lesson delivery
- Project management experience - created project timelines, monitored progress towards deliverables, maintained detailed learner data and records, executed a variety of short and long-range plans and projects, communicated with various stakeholders to ensure project deadlines were met
- Used an LMS to create courses for K-5th grade ESOL (English as a Second Language) for the Charleston County School District that resulted in 67% increase in student achievement on WIDA Access test
- Experience creating and coordinating complex schedules

#### **Various Elementary & Secondary Schools**

#### Instructional & Curriculum Designer

- Developed & delivered curriculum for Spanish and ESOL programs in elementary, middle, and high schools as well as for adult learners
- Responsible for the design and development of course materials in English and Spanish for over 120 learners
- Planned, organized, and facilitated instruction using effective & innovative methods, techniques, and strategies

- Demonstrated knowledge of various learning modalities
- Collaborated across teams to meet deadlines & monitor/adjust course content and materials to ensure teacher and student success

#### Instructional Coach

- Mentored & supported 11 new & veteran teachers at a Newcomer Center
- Observed teachers, provided feedback, & implemented coaching cycles that improved teacher performance by 82% & student achievement by 71%
- Designed & presented monthly fliers containing best practices and tips & tricks for teaching language acquisition
- Assisted administration in conducting interviews and worked to onboard new employees
- Selected and implemented new curriculum for a Newcomer Center that improved student outcomes in language acquisition on the WIDA Access test by 68%
- Knowledge around best practices for implementing high-quality instruction in order for students to meet and exceed rigorous grade level standards in English and Spanish

#### Testing Coordinator & Administrator

- Created and tracked workflows to ensure state testing was administered to over 160 learners efficiently and on time
- Maintained learner records and organize data for over 160 multilingual learners at a time
- Met deadlines set forth by the state of SC
- Oversaw record compliance & transfers of records for over 160 students
- Collaborated across teams to ensure state testing was completed within an assigned window of time
- Retrieved, organized, and analyzed user data from the WIDA Access test & turned data into practical instructional support

#### **RB Stall High School**

##### Professional Development Designer

- Created and facilitated training around language acquisition strategies & biliteracy to over 120 adult learners that resulted in 62% increased usage of a new school-wide curriculum by teachers, and increased student performance on state tests by 71%
- Public speaking experience (16 years)
- Work collaboratively across teams to design and deliver professional development
- Create useful and easy-to-use materials, such as documents, videos, and presentations, that support educators' understanding of how to effectively teach language learners
- Implemented and trained teachers & administrators on Be Glad strategies, which led to a huge increase in student engagement & usage of academic language

#### **Pulte Homes**

2018-2019

##### Sales Consultant

- Demonstrated success identifying prospects & converting leads into clients
- Ability to understand client needs & close sales
- Thoroughly documented/tracked progress towards deliverables; prepared project budgets & reports based on scope of work and resource requirements
- Built and maintained business pipelines
- Superior communication and interpersonal skills
- Prepared written contracts and tracked project elements for 30+ homebuyers at a time using a CRM system

- Collaborated with other sales & product marketing team members to exceed desired company outcomes by 32%
- Promoted & marketed new business resulting in 44% increase in company sales & revenue

**Various Middle and High Schools in NY**

2006-2011

Spanish Teacher

- Created Google Sites for foreign language courses to increase student engagement and buy-in
- Created curriculum and delivered differentiated instruction to over 84 secondary Spanish students in grades 6-12
- Supervised and managed large and small groups of learners (adults and children)
- Maintained learner data & tracked progress using an LMS
- Used student progress monitoring tools to increase student achievement on state tests by 27%
- Coached middle and high school girls lacrosse and soccer






## Tab 5 – Instructional Requirements

In this tab, Offerors shall provide, at a minimum, documentation demonstrating that they are regularly engaged in providing program options that include specific research-based, digital tools that are geared toward supporting learning experiences with high quality digital content products used to support student learning outcomes in grades PK-12, be diverse to address the needs of all students, include programs for all students, and provide division professionals with a menu of instructional approaches.



### Ellevation’s Advisors

Leading multilingual experts in research and practice including Dr. Tim Boals, Dr. Sonia Soltero, Dr. José Medina, Dr. Jeff Zwiers, John Seidlitz, and others are the core contributors to *Ellevation Strategies* activities and professional learning modules. Their work, thus in turn Ellevation Strategies, is research-backed and proven to impact student language development. These experts along with Ellevation staff members present routinely at academic conferences such as CAFE, NABE, TABE, WIDA, La Cosecha, and many more.

Please see below for a list of our advisors, as well as the following link to learn more about our teams:  
<https://ellevationeducation.com/our-team>.

Table 1. Ellevation Advisors	
	<p><b>Tim Boals, Ph.D., Executive Director of WIDA</b></p> <p>Dr. Boals holds a Ph.D. in curriculum from the University of Wisconsin-Madison with an emphasis in the education of English Learners. His background includes language education, educational policy for ELs, and Spanish language and literature.</p>
	<p><b>John Seidlitz, Founder and CEO of Seidlitz Education</b></p> <p>John Seidlitz is an independent educational consultant and the author of numerous books and resources on improving academic achievement for ELs. Mr. Seidlitz has been a member of the SIOP® National faculty and guest lecturer for many regional and national language development conferences.</p>
	<p><b>Jeff Zwiers, Ed.D., Senior Researcher at the Stanford Graduate School of Education, and the Director of Professional Development Understanding Language/SCALE</b></p> <p>Dr. Zwiers has consulted for national and international projects that promote literacy, lesson design, and formative assessment practices. He has written articles and books on literacy, cognition, discourse, and academic language.</p>

**Table 1. Ellevation Advisors**

	<p><b>Dr. José Medina, Founder and Chief Educational Advocate of Dr. José Medina: Educational Solutions</b></p> <p>Dr. José Medina, founder and Chief Educational Advocate at Dr. José Medina: Educational Solutions, provides dual language technical assistance, PD, and job-embedded support to dual language programs. He is a former dual language school principal and district leader.</p>
	<p><b>Dr. Sonia Soltero, Chair of the Department of Leadership, Language, and Curriculum at DePaul University</b></p> <p>Dr. Sonia W. Soltero, Professor and Chair at DePaul University, has 30+ years as a dual language teacher, university professor, professional developer, and researcher. She's authored numerous works and has extensive experience in dual language program design and implementation.</p>

## Ellevation Strategies Research and Framework

*Ellevation Strategies* was built upon the most relevant research-based, best practices of English Language Development. Our Instructional Framework provides clear opportunities for teachers to develop their expertise and help build engaging, language-rich classrooms that benefit all learners.

### Practices

- The six vital, pedagogical building blocks form the foundation of high-quality instruction that meets the linguistic needs of ELs.

<p><b>Foster Interactions</b></p>	<p>Creating authentic interactions in which students are meaningfully communicating develops language proficiency. To be effective, these authentic interactions cannot be sporadic, but rather should constitute a consistent work-in-progress as students continue to become stronger and clearer communicators.</p>
<p><b>Develop Academic Language</b></p>	<p>Academic language, the language of school and work, includes content-area vocabulary as well as sentences and messages. Student development of grade-level academic vocabulary results from explicit teaching, modeling, and practice reading a wide range of authentic texts. Attending to academic language and vocabulary will increase students' ability to comprehend text at a higher level.</p>
<p><b>Assess Language and Learning</b></p>	<p>Providing consistent opportunities for students to voice instructional needs, lack of understanding, and areas of mastery will drive effective ongoing instruction. It's critical that educators modify summative assessments to ensure that content, rather than language, is assessed.</p>

<b>Build Background</b>	<p>Learning takes place when it connects to students' previous knowledge, experience, and capabilities.</p> <p>By taking purposeful time to both activate and build background knowledge, teachers can provide powerful pathways to new learning.</p>
<b>Clarify Input</b>	<p>New language and content can only be learned when the student is able to clearly understand the input. It is the responsibility of educators to ensure that students' access to spoken and written language is appropriate and clear by attending to the special needs of English learners.</p>
<b>Fortify Output</b>	<p>When students are given multiple writing and speaking opportunities that are authentic, targeted, and meaningful, their language will become stronger and clearer. Oral language development supports written language proficiency. Incorporating writing activities into all content areas is critical for language and content knowledge development.</p>

- From sentence structure and vocabulary to academic conversations, these Practices drive teaching strategies that maximize language and content learning for all students.
- The Practices are put into action using 100+ Activities and 30+ professional development Modules that teachers can incorporate into their day-to-day lives and existing standards-based lesson plans.
  - Extensive research behind our Modules: [Ellevation Strategies Modules: Citations and References \[OCT 2024\].pdf](#)

Ellevation's instructional offerings are founded upon ample research to impact student achievement, meeting ESSA's Tier IV research requirements. The research basis for Ellevation's instructional products has also been validated by a third party, Digital Promise. Ellevation Strategies has been awarded a [Research-Based Design Certification](#) in addition to the certification for Learner Variability.



## Ellevation Impact Stories

Over the years, Ellevation has gathered strong evidence about the impact of our solution on student outcomes. Ellevation Platform has shown increases in exit rates and engagement with monitoring. [Cache County, UT](#) doubled their multilingual exit rates after adoption of Ellevation; 12% of students were exited/monitored compared to 6% the year before. Similarly, [Turlock, CA](#) improved exited student monitoring using the Ellevation Platform. Prior to adopting Ellevation for their reclassification and exited monitoring processes, the district was completing 40% of both teacher input and exited monitoring forms with their paper-and-pencil process. Since they have adopted Ellevation, that rate has increased from 40% to 100%.

Ellevation Strategies has demonstrated strong student gains on both content and language assessments. A [Garland, TX case study](#) showed outpaced gains for the site with Ellevation Strategies compared to others including 6% gains for Sam Houston compared to 1.6% for others in Math; 4% gains for Sam Houston compared to 1% for others in Reading.

Ellevation supported [Little Rock, AR](#) in successfully turning around multiple sites across the district after the state takeover. At Crossley's Baseline Academy, 59% of the students are English Language Learners. After implementing *Ellevation Strategies*, 33% of students grew one language level on the ELPA21, reversing the trend of declining ELP test scores at the school.

[In South Carolina, after just one year of access to Ellevation's progress monitoring and professional learning tools, teacher confidence in leveraging key EL student data increased by more than 10%.](#) This just-launched whitepaper explores the significant shift in teacher and specialist confidence levels, providing actionable insights on how Ellevation helps improve both teacher effectiveness and capacity to support their English Learners:

- **10%+ Confidence Increase:** After one year, educators saw an 11.3% increase in confidence in accessing and using key student data to support EL progress.
- **WIDA Proficiency Confidence Jump:** Confidence in referencing WIDA language proficiency levels rose from 47.4% to 68.6% in one year.
- **Widespread Impact:** Nearly 90% of EL specialists and 86% of classroom teachers reported that Ellevation helps improve student learning.
- **Teacher Confidence in EL Support:** Ellevation's tools significantly boost teachers' ability to find data, which empowers them to take ownership of EL instruction and outcomes.
- **Positive Experience:** Over 70% of teachers and 85% of specialists had a positive impression of Ellevation.

## *Additional, Recent Case Studies*

- [How Mooresville Graded School District, located about 30 miles north of Charlotte, NC, uses Ellevation and incentives to increase PD program engagement](#)
- [Unlocking potential: How Cicero School District 99 used Ellevation to exceed EL growth goals](#)

## Tab 6 – Service Approach, Implementation and Technical Requirements

In this tab, Offerors shall discuss in detail how their proposed solution meets each requirement of the Scope of Service of this RFP. Offerors shall provide specific details about their service approach. Offerors shall provide a detailed implementation plan.

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.

Ellevation’s training catalog for the 2024-25 school year addresses Professional Development and training being offered: [Ellevation 2024-25 Training Catalog.pdf](#).

Please reference [this document](#) for details on Ellevation’s implementation approach, and see Tab 2 Section G. Professional Development & Training for additional overview of Ellevation’s implementation and service approach.

- b. Describe in detail the proposed data exchange solution.

We have detailed processes for exporting data from PowerSchool and having that data sent over via SFTP. These processes are built into PowerSchool, and after initial setup require no maintenance. See [here](#) for details.

- 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.

There are currently no known limitations of teachers or students per class.

- d. Provide a detailed description of the implementation and support the solution has for LTI version 1.1 ® or higher certified as a Tool Provider (TP) with our LMS Solution (Schoology).

We do not support these tools, however we are interacting with the SIS more than the LMS.

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

- i. Detailed system architecture including hardware needed for redundancy and scalability
- ii. Detailed specifications for required and recommended hardware.
- iii. Specifications for operating system platform and version for all hardware
- iv. Specifications for network configuration to support the solution.
- v. Network Bandwidth requirements and provide a per-user bandwidth usage specification of the software product.
- vi. Any product-dependent database must be a centralized and non-disbursed model to ensure continuity of data.
- vii. Recommendations for a comprehensive backup solution (system and application data), including whether the solution has a built-in backup system and how the system handles the backup of open files.
- viii. Recommendations for protecting against system and application data loss
- ix. Detailed information related to disaster recovery capabilities and processes
- x. Recommendations for preventing single points of failure which could make the system inaccessible.
- xi. The types and levels of technical support available.
- xii. Procedures for remote support of self-hosted servers
- xiii. The process, frequency, and communication protocol for system updates
- xiv. Detailed information about potential software incompatibilities including virus protection and other system software or utilities.
- xv. Additional hardware required for basic or advanced functionality. Any tools available to measure system responsiveness.

Product is not hosted on premises.

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.

Product is hosted on AWS with standard master service agreements for more than 5 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.

Ellevation has a variety of controls and systems in place to provide a highly resilient environment for customers. These include using highly-elastic services like ECS and HA relational databases. More information is available within our SOC2 report.

iii. Specific security measures are in place to ensure that district data is secure during both storage and transit.

All data is encrypted at all times.

iv. SOC (Security Operations Center) 2 compliance status (certification documentation should be provided)

SOC2 type2 report available upon request with a signed NDA.

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

Backups occur at various cadences at various levels. SQL backups are taken nightly, with full image backups done weekly.

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

Standard bandwidth for viewing online text.

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

Customers do not have access to the environment outside the application. Internal access is managed entirely by those with specific needs, and only via secure channels.



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.

Updates are regular and often during the day with no downtime. If there is a need for downtime, we reserve the right to use our maintenance period, 8pm Saturday to 8am Sunday (eastern).

ix. Any tools available to measure system responsiveness.

While Ellevation has several tools to measure and monitor the systems, there is nothing currently available for customers.

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

At this time, there is no limit.

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.

If there is a full system outage, there is no way to continue to use the solution.

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.

Ellevation does not install anything on the districts hardware or network. We have an allowlist for how district equipment can reach our network shared publicly here: [Ellevation Domain Access Allowlist.pdf](#)

## Tab 7 – Generative AI

In this tab, Offerors shall provide specific details outlined below about any service currently utilizing or intending to use generative AI per the vendor's current roadmap, as a part of their platform or offered products, as applicable:

- a. Details of Integration - Offerors must comprehensively describe how generative AI will be integrated into their solutions, outlining its intended purpose, functionality, and potential benefits for students and educators.
- b. Data Privacy and Security - Offerors must furnish detailed information about the data privacy and security measures to safeguard student information. These measures must align with FERPA, COPPA, and CIPA requirements.
- c. Opt-out Mechanism – Offerors must identify the opt-out mechanism within the available generative AI features.
- d. Data Retention Policy – Offerors must present a well-defined data retention policy specifying the duration for which generative AI features will store student data and details regarding the deletion or anonymization process of data stored by the offeror.
- e. Privacy Impact Assessment - Offerors must provide identified potential risks to student data privacy and steps in place to mitigate these risks.

Ellevation does not include Generative AI in any part of its products.

## Tab 8 – Reporting and Monitoring

In this tab, Offerors shall discuss their reporting engine for tracking usage and progress. Provide samples and/or descriptions of reports that would be included as part of the proposed solution.

### Customizable Reports and Compliance Documents in Different Languages

Ellevation allows LEA users to create and deliver federally required Parent Notification Letters in multiple languages. Since our founding over ten years ago, Ellevation Parent Letters have been one of the more useful features on the Platform. In particular, our certified translations into over 40 different languages give districts confidence that they are meeting their legal requirements, even as they improve outreach efforts to multilingual families. The letters we provide are listed here:

- Notification of English Language Program Placement: This letter is sent home to parents after the student is initially identified as EL. It notifies them that they will be served in the EL Program.
- Notification of English Language Program Continuation: This letter is sent home to parents after the student's annual ELP assessment determines they should continue in the program. It notifies them that they will be served in the EL Program for the upcoming school year.
- Notification of Not Qualifying for ELL Services: This letter is sent home to parents after initial screener testing determines that the student is not EL.
- Notification of English Language Program Exit: This letter is sent home to parents after an EL student has achieved English proficiency as determined by their annual ELP assessment and other factors.

Educators utilizing Ellevation spend significantly less time generating Parent Letters and much more time engaged in conversations to inform decisions about instruction. By offering functionality to generate hundreds of letters at once, our parent letter tool allows our partners to streamline compliance and reduce the number of hours spent generating letters. [Sample Ellevation Parent Letter](#).

**In addition to utilizing Parent Letters, educators can leverage Ellevation Reports to analyze and share student performance. Our configurable reports combine multiple types of data, including ACCESS scores, Descriptors, Standardized Test Results, EL Services, and Accommodations.** Ellevation provides the following Template Reports: EL Student Plan, Cumulative Folder Report, State Testing Accommodations Report, and Instructional Supports Report. Districts can also edit Ellevation's report templates and Parent Letters to make them their own. This customization allows reports and Parent Letters to solve unique and timely district needs.

Of note, Ellevation has enjoyed a decade-long relationship with WIDA, which allows users to include important information about a student’s proficiency levels and associated proficiency level descriptors, Can Dos, Performance Definitions, and more. Of the more than 1,500 districts that Ellevation serves, a majority are in the WIDA consortium like Henrico County Public Schools – and many benefit from the research-based WIDA content that Ellevation can deliver in the context of an EL Plan.

[Sample Ellevation Student Report.pdf](#)

## Monitoring Forms in Ellevation

- In addition to the student demographic and testing data, Ellevation allows educators to make note of important instructional decisions and outcomes as they work with students throughout the year. Ellevation’s Forms Center can be used for the federally required Exited EL Monitoring process, as well as for EL Progress Monitoring.
  - Forms are sent to educators and completed online. The information collected from each teacher is stored in the student’s Profile and can be filtered and made visible on Dashboards or Student List Views. It is easy to build a new form (for users with permission) by using our extensive bank of field and form options.
- Ellevation pioneered the development of digital monitoring tools for Former Multilingual Learners and remains the only such tool recommended by the US Department of Education in their *English Learner Toolkit*. Hundreds of districts across the US utilize Ellevation’s monitoring tools to deliver customized surveys that simultaneously satisfy federal compliance requirements while also helping educators identify which students require additional support and follow-up based on educator responses. Key features of Ellevation Forms Center include the following:
  - Create customized, online surveys that capture important data on current or former ELs. In many cases, we can replicate forms you already use, but many districts will take the opportunity to reconsider and reinvent their processes using technology.
  - Deliver online monitoring forms according to a schedule that you determine - and send follow-up reminders to educators if they need a prompt to respond.
  - Track the entire process from start to finish using our “Birds Eye” dashboard and follow up on students who require intervention or additional support.
  - Ability to enable digital signatures on the forms for documentation purposes.
- The image below shows an example of how Progress Student Monitoring is organized and managed.

< Back to Forms

Progress Monitoring Form (For Demo)

Save Form Review Assignments

Form Assignment Settings

Sections  
Add, remove, and drag to configure

+ Add

Student Name: Marcus Birk

District: PDM/AM-WIDA-Demo  
School: Bethel Junior High School  
Grade Level: 8

Search

Current Status: Progress Monitoring Form (For Demo)

Initial progress monitoring from the ELL department. As this student's classroom teacher, your feedback is invaluable. Please answer feedback on how this student is performing academically.

Skills

Student ID	Native Language	Date of Birth	Grade	Monitoring Status	Parental Opt-Out
10012410352	Russian	6/25/1999	8	504	No

Skills

Please rate the student's demonstrated level of progress in the domain of listening.

\* Required

☐ Above expectations

Student: Grade: School: Status: Function: Course: Assignee:

Student	Grade	School	Status	Function	Course	Assignee
Crow, Natalie	1	Franklin Elementary	Submitted	ELA	English	Angeles, Janeth
Marin-Gomez, Alejandro	1	Highcrest Elementary	Submitted	ELA	English	Angeles, Janeth
Moreno, Maria	4	Crofton Elementary	Submitted	ELA	English	Angeles, Janeth
Gutierrez Guerra, Josue	1	Highcrest Elementary	Assigned	ELA	English	Angeles, Janeth

Spring 2023: EL Progress Monitoring

Observed Listening Skills, Below Expectations: 3

Observed Speaking Skills, Below Expectations: 3

Observed Writing Skills, Below Expectations: 4

Observed Reading Skills, Below Expectations: 0

Progress Monitoring-School Level  
Composite Level Breakdown per School Site  
Students being Progress Monitored

School Site	1-Entering	2-Emerging	3-Developing	4-Expanding	5-Reaching
Hoover High	13	13	28	9	4
Techon Middle	11	10	13	13	1
Jefferson Middle S...	11	16	17	10	3
Crofton Elementary	13	12	15	8	1
South Point Elem...	7	9	11	9	2
Highcrest Elements...	4	9	24	11	1
Quartz Hill High	10	10	20	12	3
Florida Elementary...	3	10	7	6	10
Oaksdale Elementary...	7	11	14	13	2

Sample Forms in Ellevation:

- Q2 23:24 Exit Monitoring 6-12.pdf
- Winter 2024:2025 Elementary RELL and Waiver Student Monitoring.pdf

## Enabling communication with other districts and/or states collecting EL data of transferred students.

Student information is portable between schools and districts. Below, we articulate a few different ways this can be accomplished.

- In-district transfers: If a student transfers to a new school within the same district, the transfer will automatically be reflected as soon as the information is updated in the district SIS.
- Cross-district transfers: If a student transfers to a new school in a new district, the district receiving a new student may request the data and/or Cumulative Folder be transferred from the sending district, following FERPA protocols. We can support this process for transfers among Virginia districts, but also for any student arriving from another out-of-state district *that is using Ellevation*. This helps to ensure that students receive minimal disruptions in their education as they change schooling environments.
- Out-of-state / out-of-network transfers: Last, if transfers are not possible within the system, we should note that users can always download student profile data, and reports, to be shared with other systems as desired.

**Note:** In limited cases, some data fields may not be transportable in like-for-like formats.

## Ellevation Usage Statistics

Ellevation can regularly provide the district with usage statistics. Our extensive usage reports offer insights into specific educator engagement, school-wide trends, and district usage over time across Ellevation products.

## Tab 9 – References

In this tab, Offerors should include a minimum of three references from other school divisions in Virginia, or in other states, where the Offeror has provided services similar to services being solicited in this RFP. The information provided should include a contact person's name, position, up to date telephone number and email address, the person's location, and the time period of the services performed. Offerors shall not use Henrico County Public Schools as a reference.

- **Richmond City Public Schools, VA**
  - Contact Name: Jennifer D. Blackwell, Ed.D
  - Contact Position: Director, Multilingual Learner Success
  - Contact Phone: 804-215-2907 ext. 1015
  - Contact Email: [jblackwe@rvaschools.net](mailto:jblackwe@rvaschools.net)
  - Contact Location: Richmond, VA
  - Time Period of Services Performed: 7 years, 8 months
- **Stafford County Public Schools, VA**
  - Contact Name: Jessie Tipling
  - Contact Position: Elementary ESOL Coordinator
  - Contact Phone: (540) 658-6616
  - Contact Email: [tiplingje@staffordschools.net](mailto:tiplingje@staffordschools.net)
  - Contact Location: Stafford, VA
  - Time Period of Services Performed: 5 years, 9 months
- **Manassas City Public Schools, VA**
  - Contact Name: Curt Emmel M.Ed., MEDL
  - Contact Position: Director of Federal Programs & Family Engagement
  - Contact Phone: 571-377-6073
  - Contact Email: [cemmel@mcpsva.org](mailto:cemmel@mcpsva.org)
  - Contact Location: Manassas, VA
  - Time Period of Services Performed: 5 years, 7 months



## Tab 10 – Pricing/Cost Proposal

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

Please see the following pages for the completed excel sheet, as well as a Renewal Quote.

Attachment K Pricing - Scenario						
Offeror Name: <u>Ellevation Education (company), Alex Mukherjee (representative)</u>			Name and grade level of Program: <u>Ellevation Platform (K-12), Ellevation Strategies (K-12)</u>			
<p>This scenario is for evaluaiton purposes.</p> <p>Offerors are to price the following scenario by using their pricing model and show the metodology used (the math on how the pricing was determined).</p>						
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	\$186,507.50 (\$93,253.75 each for Ellevation Platform and Ellevation Strategies).	Price for Henrico's renewal of Ellevation products will be by EL count. EL count was pulled as 6,115 from the Ellevation Platform on 2/3/2025. If this EL count appears inaccurate to the district, Ellevation is happy to swiftly adjust it.  Ellevation does offer alternative pricing models for Strategies but these will not renew Henrico's current subscription for the entire district.				
Provide pricing for 1 day 6 hours of onsite professional development training for staff of 25 for above.	\$5,000.00	attendees). For reference, 1 hour of online training comes at an investment of \$1,250.				
<b>Total</b>	<b>\$191,507.50</b>					
Price per student based on the District Licesnes and Professional Development divided by the number of students the proposal is being submitted for	\$15.25 per EL student for both Ellevation Platform and Ellevation Strategies. This does not include the training price of \$5,000.  Including training and combining products - the price per student is \$31.32.	For a district of Henrico's size, Ellevation's 2025 pricing for full district access is \$15.25 per EL student for Ellevation Platform and Ellevation Strategies respectively. See attached quote on the following page for full breakdown.  Curriculum Associates wishes to clarify that its digital products and professional learning are billed in advance and payment is due 30 days after receipt of invoice.  Renewals and extensions will be made upon mutual agreement and at Curriculum Associates' then-current prices for the applicable renewal/extension period				
<p><b>*Note:</b> 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.</p>						

# Curriculum Associates, LLC Price Quote - Q-48718

Version: 1

Quote Date: 2/3/2025

Quote Expiration Date: 9/1/2025

This price quote from Curriculum Associates, LLC having an address at 153 Rangeway Road, North Billerica, MA 01862 ("Company") has been prepared for the Customer Name identified as "Customer" below. Customer's use of Ellevation subscriptions shall be subject to the Ellevation Terms and Conditions of Use, which can be found at <https://ellevationeducation.com/platform-legal-notice>.

Company: Curriculum Associates, LLC	Customer: Henrico County Public Schools, VA
Representative: Alex Mukherjee	Contact Name: Sarah Modrak
Email: alex.mukherjee@ellevationeducation.com	Email: semodrak@henrico.k12.va.us
Phone: 617-307-5755	Phone: 804.226.5131
Address: 153 Rangeway Road, North Billerica, MA 01862	Address: PO Box 23120, Richmond, VA 23223-0420
Start Date: 9/1/2025	End Date: 8/31/2026

## Subscription Fees

Product	Quantity	Unit Price	Total Fees
Ellevation	6,115	\$15.25	\$93,253.75
Strategies	6,115	\$15.25	\$93,253.75
Subscription Total:			\$186,507.50

## Services Fees

Product	Quantity	Unit Price	Total Fees
In-Person Training	1	\$5,000.00	\$5,000.00
Services Total:			\$5,000.00

## Total Investment - Q-48718

Grand Total:	\$191,507.50
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Invoicing Schedule: Up Front, In Full

Payment Term: Net 30

Contract Term: 12

- Account Number: 4418064408 | Account Name: Curriculum Associates, LLC
- Bank Name: Wells Fargo Bank - San Francisco, CA
- ABA Routing: 121000248
- Tax ID: 26-3954988

To the extent your purchase is subject to sales tax, tax will be applied at final invoicing. If tax exempt, please submit valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to [exempt@cainc.com](mailto:exempt@cainc.com).

To place an order - Please submit this quote with your purchase order to your Ellevation Sales Rep at: [alex.mukherjee@ellevationeducation.com](mailto:alex.mukherjee@ellevationeducation.com)

# Tab 11 – Exceptions

In this tab, Offerors shall list any exceptions taken to the Scope of Services and General Terms and Conditions of this Request for Proposals. The County intends to make the RFP and the Successful Offeror's proposal a part of the contract between the parties, so Offerors should list any exceptions for purposes of negotiating the contract. Exceptions to any liability provisions contained in this Request for Proposals is not required to be submitted.

## Clarifications and Exceptions

Curriculum Associates respectfully requests that Henrico County Public Schools (the "District") consider the following clarifications and exceptions in connection with RFP #24-2795-12EMF (the "RFP") and incorporate them into this proposal and any contract resulting from this RFP. For the avoidance of doubt, use of Curriculum Associates' digital products is subject to the applicable terms of use for such products. We look forward to working collaboratively with the District to find solutions to these areas that are amenable to both parties:

1. SECTION F, TERMINATION BY COUNTY (PAGES 8-9); ATTACHMENT H, LICENSE AGREEMENT ADDENDUM, SECTION 26 (PAGE 39)
  - Curriculum Associates wishes to clarify that the contract may be terminated for cause upon written request, and a pro-rata refund will be issued in lieu of assessing damages.
  - Curriculum Associates wishes to clarify that the contract may be terminated for convenience upon written request, and a pro-rata refund will be issued.
2. SECTION V(B)(2), AWARD OF CONTRACT (PAGE 7)
  - Curriculum Associates respectfully requests the ability to review and negotiate any forthcoming contract resulting from this RFP.
3. SECTION V(B)(3), AWARD OF CONTRACT (PAGE 7); SECTION M, ASSIGNMENT OF CONTRACT (PAGE 11); ATTACHMENT H, LICENSE AGREEMENT ADDENDUM, SECTION 39 (PAGE 40)
  - Curriculum Associates wishes to clarify that it may not assign the contract without the prior written consent of the District, except in connection with the sale of all or substantially all of the outstanding assets or equity of Curriculum Associates.
4. SECTION R, OWNERSHIP OF DELIVERABLE AND RELATED PRODUCTS (PAGE 12)
  - Curriculum Associates would like to confirm, for the avoidance of doubt, that the District acknowledges and agrees that Curriculum Associates' proprietary software solutions, related digital products and services, and all intellectual property rights therein are owned solely and exclusively by Curriculum Associates and, except for the licenses granted explicitly herein, nothing in this Contract shall grant the District any right, title, or interest in or to the software solution(s) and/or related services or training materials.

5. SECTION N, INDEMNIFICATION (PAGE 11); ATTACHMENT H, LICENSE AGREEMENT ADDENDUM, SECTION 40 (PAGE 40)
  - Curriculum Associates wishes to limit indemnification to third party claims, as claims between the parties will be addressed under other areas of the contract.
6. SECTION JJ, SERVICE ACCESSIBILITY (PAGE 17)
  - Curriculum Associates is dedicated to creating products that are fair and accessible to the widest population of students. As part of this effort, our roadmap includes ongoing improvements to accessibility in our products.
7. SECTION KK, COOPERATIVE PROCUREMENT (PAGE 18)
  - Curriculum Associates wishes to clarify that cooperative agreements may be permitted for interested entities. Such agreements will be made at Curriculum Associates' then-current pricing for the products being purchased by such interested entities, minus any applicable discounts. Any permitted cooperative agreements shall be by way of written agreement directly with the interested entity and Curriculum Associates.
8. ATTACHMENT I, DATA PRIVACY AGREEMENT, ARTICLE IV: DUTIES OF PROVIDER, SECTION 4, USE OF DE-IDENTIFIED INFORMATION (PAGE 3)
  - Curriculum Associates requests the following language be stricken from this section:  
"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." The following language is inserted in place of the deleted language: Curriculum Associates will comply with all terms and conditions of FERPA as it applies to use of de-identified data and will not use data that can be re-identified but cannot agree to a minimum number of records.  
  
Additionally, the last sentence is reworded to read as follows: *"Provider agrees not to attempt to re-identify de-identified Division Data."*
9. ATTACHMENT I, DATA PRIVACY AGREEMENT, ARTICLE IV: DUTIES OF PROVIDER, SECTION 5, DISPOSITION OF DATA (PAGE 4)
  - Curriculum Associates requests a new subsection 5(c) be added to the end of Article IV: Provider will provide written confirmation of destruction upon receipt of a written request from Division.
10. ATTACHMENT I, DATA PRIVACY AGREEMENT, ARTICLE V: DATA PROVISIONS, SECTION 2(a), UNAUTHORIZED ACCESS OR DATA BREACH (PAGES 5–6)
  - Curriculum Associates request that "immediate" is deleted and replaced by *"reasonably prompt."*

11. ATTACHMENT I, DATA PRIVACY AGREEMENT, ARTICLE V: DATA PROVISIONS, SECTION 2(d), UNAUTHORIZED ACCESS OR DATA BREACH (PAGE 6)

- Curriculum Associates requests that the language “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” is deleted and replaced with “*shall include reimbursing Division for all costs Division incurs in notifying affected parties of the breach.*”

12. ATTACHMENT I, DATA PRIVACY AGREEMENT, EXHIBIT C, DEFINITIONS (PAGE 15)

- For purposes of this Agreement and for the avoidance of doubt, "Division Data", "Pupil Records", "Student Data" and "Pupil Generated Content" do not include de-identified data

# Tab 12 – Assumptions

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

N/A

## Tab 13 – Appendices

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

N/A