



**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:	2795D
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:	ExploreLearning, LLC
Address:	17855 Dallas Pkwy, Suite 400
City, State:	Dallas, TX 75287-6857
Contact Name:	Emilee Guernsey
Phone Number:	800-547-6747 ext. 9597
Email address:	ELBids@explorellearning.com
ORACLE SUPPLIER NUMBER:	92939
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. 2795D

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

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 (Exhibits A1-A4);
3. Negotiated Modifications (Exhibit B);
4. Virginia School Data Privacy Agreement (Exhibit C);
5. Terms and Conditions of Use (Exhibits D1-D4);
6. The General Contract Terms and Conditions included in the Request for Proposals;
7. Contractor’s BAFO dated April 3, 2025 (Exhibit E);
8. Contractor’s Original Proposal dated February 6, 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.

ExploreLearning, LLC

17855 Dallas Parkway, Suite 400
Dallas, TX 75287-6857



Signature

Amy Otis / Vice President, Bids and Proposals

Printed Name and Title

06.17.2025

Date

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

Henrico, VA 23273-0775



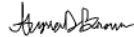
Signature

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

06/24/2025

Date

APPROVED AS TO FORM



Assistant County Attorney

EXHIBIT A1

LICENSE AGREEMENT ADDENDUM

The County School Board of Henrico County, Virginia (“**County**”) and ExploreLearning LLC, a Delaware limited liability company (“**Licensor**”), are entering into Non-Professional Services Contract Contract No. 2795D for Digital Content Solutions for K-12 (“**Agreement**”). Licensor has requested that its Gizmos Terms and Conditions of Use (“**Contract**”) be incorporated by reference into the Agreement. This License Agreement Addendum (“**LAA**”) (i) is attached to the Agreement and incorporated therein by reference, governing the use of all software licensed by the County thereunder (“**Software**”), and (ii) modifies and supersedes the Contract to the extent the Contract and the LAA are in conflict.

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

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

- L. Requiring any dispute resolution procedure(s) other than the default available under the Virginia Public Procurement Act;
 - M. Requiring the County to limit its rights or waive its remedies at law or in equity;
 - N. Establishing a presumption of severe or irreparable harm to Licensor by the actions or inactions of the County;
 - O. Limiting the liability of Licensor for property damage, death, or personal injury;
 - P. Capping the County's damages or excluding types of damages available to the County;
 - Q. Applying UCITA except as may be required by Section 59.1-501.15 of the Code of Virginia;
 - R. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
 - S. Requiring that the County waive any immunity to which it is lawfully entitled;
 - T. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
 - U. Obligating the County beyond approved and appropriated funding;
 - V. Permitting Licensor to unilaterally modify the Contract;
 - W. Having the Contract supersede agreements negotiated by the parties;
 - X. Renewing or extending the Contract beyond the term set forth in the Agreement or automatically renewing the Contract;
 - Y. Requiring the purchase of a new release, update, or upgrade of Software, or subsequent renewal or maintenance, in order for the County to receive or maintain the benefits of Licensor's indemnification of the County against any claims of infringement on any third-party intellectual property rights;
 - Z. Prohibiting the County from transferring or assigning to any entity the Contract or any license to Software granted pursuant to the Contract;
 - AA. Making the County liable to pay Licensor's travel expenses, including transportation, meals, lodging, and incidental expenses, other than those explicitly approved by the County in advance; or
 - BB. Requiring the County to notify Licensor when making disclosures permitted or required under the Virginia Freedom of Information Act.
2. Licensor represents and warrants that it is the owner of the Software or otherwise has the right to grant to the County the license to use the Software without violating or infringing any law, rule, regulation, copyright, patent, trade secret, or other proprietary right of any third party.
 3. Licensor agrees to indemnify, defend and hold harmless the County and the County's officers, agents, and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, that arise out of or result from: (i) any negligent act, negligent omission, or intentional or willful conduct of any employee, contractor, or agent of Licensor; (ii) any material breach of any representation, warranty, or covenant of Licensor; (iii)

any defect in the Software; or (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software.

4. All payment obligations from the County under the Contract are subject to receipt of necessary appropriations from the Henrico County, Virginia Board of Supervisors. In the event of non-appropriation of funds for the items under the Contract, the County may terminate, in whole or in part, the Contract or any order for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Licensor. There will be no time limit for termination due to termination for lack of appropriations.
5. If Licensor provides any update or upgrade subject to additional payment or subject to the acceptance of additional terms and conditions, the County will have the right to reject such update or upgrade.
6. The person signing below for Licensor represents and warrants that he or she is duly authorized to execute and deliver this LAA on Licensor's behalf.
7. This LAA and the Agreement shall take effect simultaneously.
8. This LAA may be modified by the parties' mutual agreement. Any modifications shall be reflected in a separate document.

ExploreLearning, LLC


Signature

Amy Otis / Vice President, Bids and Proposals
Printed Name and Title

06.17.2025
Date

County School Board of Henrico County,
Virginia


Signature

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

06/24/2025
Date

APPROVED AS TO FORM



Assistant County Attorney

EXHIBIT A2

LICENSE AGREEMENT ADDENDUM

The County School Board of Henrico County, Virginia (“**County**”) and ExploreLearning LLC, a Delaware limited liability company (“**Licensor**”), are entering into Non-Professional Services Contract Contract No. 2795D for Digital Content Solutions for K-12 (“**Agreement**”). Licensor has requested that its Science4Us Terms and Conditions of Use (“**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;
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 - Y. Requiring the purchase of a new release, update, or upgrade of Software, or subsequent renewal or maintenance, in order for the County to receive or maintain the benefits of Licensor's indemnification of the County against any claims of infringement on any third-party intellectual property rights;
 - Z. Prohibiting the County from transferring or assigning to any entity the Contract or any license to Software granted pursuant to the Contract;
 - AA. Making the County liable to pay Licensor's travel expenses, including transportation, meals, lodging, and incidental expenses, other than those explicitly approved by the County in advance; or
 - BB. Requiring the County to notify Licensor when making disclosures permitted or required under the Virginia Freedom of Information Act.
2. Licensor represents and warrants that it is the owner of the Software or otherwise has the right to grant to the County the license to use the Software without violating or infringing any law, rule, regulation, copyright, patent, trade secret, or other proprietary right of any third party.
 3. Licensor agrees to indemnify, defend and hold harmless the County and the County's officers, agents, and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, that arise out of or result from: (i) any negligent act, negligent omission, or intentional or willful conduct of any employee, contractor, or agent of Licensor; (ii) any material breach of any representation, warranty, or covenant of Licensor; (iii)

any defect in the Software; or (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software.

4. All payment obligations from the County under the Contract are subject to receipt of necessary appropriations from the Henrico County, Virginia Board of Supervisors. In the event of non-appropriation of funds for the items under the Contract, the County may terminate, in whole or in part, the Contract or any order for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Licensor. There will be no time limit for termination due to termination for lack of appropriations.
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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.

ExploreLearning, LLC


Signature

Amy Otis / Vice President, Bids and Proposals
Printed Name and Title

06.17.2025
Date

County School Board of Henrico County,
Virginia


Signature

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

06/24/2025
Date

APPROVED AS TO FORM



Assistant County Attorney

EXHIBIT A3

LICENSE AGREEMENT ADDENDUM

The County School Board of Henrico County, Virginia (“**County**”) and ExploreLearning LLC, a Delaware limited liability company (“**Licensor**”), are entering into Non-Professional Services Contract Contract No. 2795D for Digital Content Solutions for K-12 (“**Agreement**”). Licensor has requested that its ReflexMath Terms and Conditions of Use (“**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.

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 - 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;
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 - 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;
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- 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;
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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.

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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.

ExploreLearning, LLC


Signature

Amy Otis / Vice President, Bids and Proposals
Printed Name and Title

06.17.2025
Date

County School Board of Henrico County,
Virginia


Signature

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

06/24/2025
Date

APPROVED AS TO FORM



Assistant County Attorney

EXHIBIT A4

LICENSE AGREEMENT ADDENDUM

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 - 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;
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- L. Requiring any dispute resolution procedure(s) other than the default available under the Virginia Public Procurement Act;
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 - S. Requiring that the County waive any immunity to which it is lawfully entitled;
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 - V. Permitting Licensor to unilaterally modify the Contract;
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 - Z. Prohibiting the County from transferring or assigning to any entity the Contract or any license to Software granted pursuant to the Contract;
 - AA. Making the County liable to pay Licensor's travel expenses, including transportation, meals, lodging, and incidental expenses, other than those explicitly approved by the County in advance; or
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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.

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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.
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ExploreLearning, LLC


Signature

Amy Otis / Vice President, Bids and Proposals
Printed Name and Title

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County School Board of Henrico County,
Virginia


Signature

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

06/24/2025

Date

APPROVED AS TO FORM



Assistant County Attorney

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

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

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

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

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

1. RFP - Sec. V. – General Terms and Conditions – D. Compensation – add the following language:
Payment will be accepted by check or electronic funds transfer only, provided however, that at the discretion of and upon prior written approval by ExploreLearning, LLC. Customer-issued payment card/credit card transactions up to \$100,000 may be accepted, on an exception basis.
2. RFP - Sec. V. – General Terms and Conditions – F.3 Termination by County – Termination for Convenience – add the following language:
For avoidance of doubt, all terms stating that District is entitled to pro-rated pricing upon termination are clarified with the following:
All Explore Learning, LLC Software-as-a-Service offerings are considered delivered in full upon license activation.
3. RFP - Sec. V. – General Terms and Conditions – R. Ownership of Deliverable and Related Products
The trademark(s) and copyrights to ExploreLearning, LLC and all ExploreLearning, LLC-related content and materials provided or used under this program are and shall remain the property of ExploreLearning, LLC. Copying, photocopying all or any part of the ExploreLearning, LLC associated materials or use of ExploreLearning, LLC trademarks, for any commercial purposes or any purpose other than the purposes herein, is prohibited. Notwithstanding anything to the contrary, the District

acknowledges and agrees that the Services consist of existing, commercially available SaaS- based subscriptions, provisioned in a multi-tenant, shared database architecture, along with ancillary training, texts and other materials, which ExploreLearning, LLC offers and provisions to all of its educational customers under its standard limited license terms, and all ownership or other intellectual property rights of any kind in and to the services and/or any associated materials developed, used or provided in the course of any services, or derivatives thereof, whether or not now or in the future acquired, filed, perfected, registered or recorded, are expressly reserved to and remain the property of ExploreLearning, LLC and/or its licensors, as set forth in the license terms. All rights relating to the services and/or materials not expressly granted by ExploreLearning, LLC in the license terms for the services are reserved. To the extent that, in providing its contracted products and services to customer, ExploreLearning, LLC provides District with any Service training, reporting documentation or other materials, District is granted the limited, non-exclusive right and license to copy and use such materials solely for its internal educational purposes relating to the Services. ExploreLearning, LLC will be under no obligation to or restriction from District with respect using the same or similar ExploreLearning, LLC materials with any other District or for any purpose, provided however, that, for clarity, the foregoing shall not extend to or alter ExploreLearning, LLC's obligations and restrictions with respect to any personally identifiable student or staff user data or any other District confidential information, which shall at all times remain the confidential information and property of customer. The parties acknowledge that elements of the ExploreLearning, LLC services constitute software and documentation and are provided as "Commercial Items" as defined at 48 C.F.R. 2.101, and are being licensed to government end users solely as commercial computer software subject to restricted rights described in 48 C.F.R.2.101 and 12.212. The parties do not anticipate or intend the creation by ExploreLearning, LLC of any newly created intellectual property, "Work Product" or "Works Made for Hire" ("New Work Product Deliverable"), to be owned exclusively by the District under the Agreement, and nothing will be deemed a New Work Product Deliverable hereunder unless the development of such New Work Product Deliverable is expressly agreed and individually identified as a New Work Product Deliverable to be owned exclusively by the District in a ExploreLearning, LLC quote or a statement of work signed by a VP or above level representative of ExploreLearning, LLC, on an individual case basis prior to creation.

4. Virginia School Data Privacy Agreement – (Pg 4 of 19) 5. Disposition of Data – shall be revised to read:

Provider shall provide written notification when the division data has been disposed.
The aforementioned sentence is clarified with:

Upon written request, Provider shall provide written notification when the division data has been disposed.

5. Virginia School Data Privacy Agreement – (Pg 6 of 19) – 2.d. Unauthorized Access or Data Breach – shall be revised to read:
take all legally required, reasonable, and customary measures in working with Division to remediate the breach if attributable to Provider, which may include toll free telephone support with informed customer services staff to address questions by affected parties and/or provide monitoring services if necessary given the nature and scope of the loss or disclosure;
6. Virginia School Data Privacy Agreement – (Pg 7 of 19) – E. Priority of Agreements – shall be revised to read:
This DPA supersedes all conflicting terms in any end user and “click-thru” agreements.
7. *Clarification Regarding Intellectual Property* – The Contract Documents shall be interpreted in accordance with the following:

Notwithstanding anything to the contrary, the District customer acknowledges and agrees that all ownership or other intellectual property rights of any kind in and to the services and/or any associated materials developed, used or provided in the course of any services, or derivatives thereof, whether or not now or in the future acquired, filed, perfected, registered or recorded, are expressly reserved to and remain the property of ExploreLearning and/or its licensors, as set forth in the license terms. All rights relating to the services and/or materials not expressly granted by ExploreLearning in the license terms for the services are reserved. The parties acknowledge that elements of the ExploreLearning Services constitute software and documentation and are provided as “Commercial Items” as defined at 48 C.F.R. 2.101, and are being licensed to government end users solely as commercial computer software subject to restricted rights described in 48 C.F.R. 2.101 and 12.212. The parties do not anticipate or intend the creation by ExploreLearning of any newly created intellectual property or “Works Made for Hire” (“New Work Product Deliverable”) to be owned exclusively by the customer under their agreement, and nothing will be deemed a New Work Product Deliverable hereunder unless the development of such New Work Product Deliverable is expressly agreed and individually identified as a New Work Product Deliverable to be owned exclusively by the customer in an ExploreLearning quote or a statement of work signed by a VP or above level representative of ExploreLearning, on an individual case basis prior to creation.

Virginia School Data Privacy Agreement – (Pg 11 of 19) – Exhibit “A” – Description of Services
– shall be revised to add the following language: This DPA supplements Provider’s License
Terms and each existing and subsequent agreement and quote for Provider’s subscriptions and/or
services, which are incorporated herein by reference.

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

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
[ExploreLearning, LLC](#) (hereinafter referred to as “Provider”) on
The Parties agree to the terms as stated herein.

RECITALS

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

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

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

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

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

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

ARTICLE I: PURPOSE AND SCOPE

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

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

ExploreLearning offers online math and science instructional solutions for grades K-12 along with accompanying implementation and professional development.

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”:

Student personal data is used by ExploreLearning solely to deliver and support fulfillment of our products and services to our School and District customers. Business contact and other personal information of teachers and administrators may be used for limited purposes of communicating to those teachers and administrators information relating to ExploreLearning's business and services (e.g., email reminders, contest and other classroom promotions to support usage and engagement, downtime or new product or feature notifications, informational events, technical and other support services).

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

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

ARTICLE III: DUTIES OF DIVISION

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

ARTICLE IV: DUTIES OF PROVIDER

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

ARTICLE V: DATA PROVISIONS

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

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

ARTICLE VI: GENERAL OFFER OF PRIVACY TERMS

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

ARTICLE VII: MISCELLANEOUS

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

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

a. Designated Representatives

The designated representative for the Provider for this Agreement is:

Name: Amy Otis
Title: Vice President, Bids and Proposals
Address: 17855 Dallas Parkway, Suite 400, Dallas, TX 75287-6857
eMail: ELBids@explorellearning.com
Phone: 866.882.4141

The designated representative for the Division for this Agreement is:

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

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

Name: [Amy Otis](#)
Title: [Vice President, Bids and Proposals](#)
Address: [17855 Dallas Parkway, Suite 400, Dallas, TX 75287-6857](#)
eMail: ELBids@explorellearning.com
Phone: [866.882.4141](tel:866.882.4141)

[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: 06.17.2025

Printed Name: Amy Otis

Title: ExploreLearning, LLC

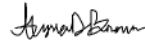
Division Signature *John B. Wack*

Date: 6/23/2025

Printed Name: John B. Wack

Title: Chief Financial Officer

APPROVED AS TO FORM



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]

ExploreLearning offers online math and science instructional solutions for grades K-12 along with accompanying implementation and professional development.

ExploreLearning Gizmos are interactive online simulations and case studies for math and science that power inquiry and understanding through hands-on learning and experimentation. Students in grades 3-12 can dig deeper into STEM subjects and really understand challenging concepts as they form, analyze, and test ideas to find solutions, just like real mathematicians and scientists.

Evidence-based and interactive, ExploreLearning Reflex is the most effective system for mastering basic facts in addition, subtraction, multiplication and division. Full of games that students love, Reflex helps grades 2+ students at every level quickly gain math fact fluency and confidence. Join Crabby, Coach Penny, and their friends on an amazing island adventure where mastering your math facts has its rewards.

ExploreLearning Frax uses the latest research-based instructional methods to create a more effective, more engaging way for students to learn fractions. Fun challenges, personalized instruction, and motivating rewards help all students build mastery—all while exploring the galaxy with fractions!

Science4Us gives young kids a head-start in STEM. Through literacy-infused lessons, critical foundational science topics and skills are introduced using interactive games, songs, virtual notebooks, hands-on experiments, and more. Designed for your youngest learners, Science4Us features 28 modules (covering topics in physical, life, and earth/space science) full of online and activities that take as little as ten minutes to complete.

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 checked="" type="checkbox"/>
	Other application technology meta data- Please specify:	<input checked="" type="checkbox"/> <small>Date/Time of Requests, Browser User Agent, Browser Session Identifier, Http Endpoint and Query Parameters, ExploreLearning Internal user_id or student_id, Student API Calls,</small>
Application Use Statistics	Meta data on user interaction with application	<input type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input checked="" type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
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 type="checkbox"/>
	Place of Birth	<input 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"/>
	Other demographic information- Please specify:	<input checked="" type="checkbox"/>
Enrollment	Student school enrollment	<input checked="" type="checkbox"/>
	Student grade level	<input checked="" type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information- Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>

* *Optional:* Demographics like Student Gender, Ethnicity, Special Education Status, Economic Disadvantage, and Limited English Proficiency are use only if selected or provided by School Administrator.

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 type="checkbox"/>
	Teacher names	<input type="checkbox"/>
Special * Indicator	English language learner information	<input checked="" type="checkbox"/>
	Low income status	<input checked="" type="checkbox"/>
	Medical alerts /health data	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>
	Living situations (homeless/ foster care)	<input type="checkbox"/>
	Other indicator information- Please specify:	<input checked="" type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input type="checkbox"/>
Student Identifiers	Local (School district) ID	<input checked="" type="checkbox"/>

	number	<input type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input checked="" type="checkbox"/>
	Student app passwords	<input checked="" 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 checked="" 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 checked="" type="checkbox"/>
	Other student	<input type="checkbox"/>

* *Optional*: Special Indicators like Special Education Status, Economic Disadvantage, and Limited English Proficiency are use only if selected or provided by School Administrator.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

	work data - Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>
	Student course grades/performance scores	<input 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.

To learn more about ExploreLearning's Student Data Processing, including specifics regarding provisioning, please visit: <https://web.explorelearning.com/data-processing/>.

If you have any additional questions, please contact your ExploreLearning account representative or you can contact the ExploreLearning privacy team at support@ExploreLearning.com.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT “C”

DEFINITIONS

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

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

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

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

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

PII includes, without limitation, at least the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT “D”

DIRECTIVE FOR DISPOSITION OF DATA

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

1. Extent of Disposition

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

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

[Insert categories of data]

2. Nature of Disposition

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

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

[Insert or attach special instructions.]

3. Timing of Disposition

Data shall be disposed of by the following date:

☐ As soon as commercially practicable

☐ By (Insert Date)

4. Signature of Authorized Representative of Division

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

5. Verification of Disposition of Data

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

OPTIONAL: EXHIBIT "E" GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and the Division to any other school division ("Subscribing Division") who accepts this General Offer 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: 06.17.2025

Printed Name: Amy Otis

Title/Position: Vice President, Bids and Proposals

2. Subscribing Division

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

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

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

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

Email Address: _____

EXHIBIT D1



Terms & Conditions of Use

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACTIVATING YOUR EXPLORELEARNING GIZMOS ACCOUNT.

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This Agreement is a legal document that governs the terms and conditions of your subscription to ExploreLearning.com. Please read this Agreement carefully. By activating your account, you acknowledge your agreement with these terms and conditions, as such terms and conditions may be amended from time to time. You are also agreeing to accept a non-exclusive, non-assignable right and license to use ExploreLearning Gizmos. ExploreLearning reserves the right to change these terms and conditions at any time.

ExploreLearning Gizmos is offered and sold on a subscription basis; however certain areas are available to visitors without cost on a trial or demonstration basis.

REGISTERING AND USING GIZMOS

As part of the registration process, each User will select a password and user name ("User Name"). You agree to provide us with accurate, complete, and updated Account information. Failure to do so will constitute a breach of this Agreement, which may result in immediate termination of your rights to use the Account. You may not (a) select or use a User Name of another person with the intent to impersonate that person, (b) use a name subject to the rights of any other person without authorization, or (c) use a User Name that we, in our sole discretion, deem inappropriate or offensive. You are responsible for maintaining the confidentiality of

your User Name and password, and you will be responsible for all uses of your User Name and password, whether or not authorized by you.

In order to use the Website, you need to obtain a pass code (consisting of a username and a password. Pass codes are issued only to individual subscribers and learning institutions or teachers (collectively, "Users") who have registered.

Pass codes that have been issued to learning institutions or teachers may not be shared. They may only be used by the administrators, teachers and students to whom they are assigned. Users remain at all times solely and fully responsible for the proper use of pass codes issued hereunder. Individual subscribers may share their access codes with their, spouse, children or grandchildren ("Immediate Family") only. Users remain at all times solely and fully responsible for the proper use of pass codes issued hereunder. Individual subscribers who intend to share their pass codes with Users of their Immediate Family under 13 years of age agree to supervise the minors' use of the Website.

USING YOUR ACCOUNT

All Users are entirely liable for all activities conducted through that Account, and are responsible for ensuring that any other person who uses the Account is aware of, and complies with, the terms of this Agreement. Each person who uses the Account agrees to be bound by the terms of this Agreement, whether or not such person is a Member. You will notify us of any known or suspected unauthorized use(s) of your Account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your User Name and password. We will have no liability for any circumstances arising from the unauthorized use of a User Name, Member's password or your Account. Any fraudulent, abusive, or otherwise illegal activity on your Account may be reported to appropriate law-enforcement agencies by us.

If you have reason to believe that your Account is no longer secure (for example, in the event of a loss, theft, or unauthorized disclosure or use of your User Name, password, or any credit, debit, or charge card number stored on the Service), you must promptly change your password and notify us of the problem by sending an email to Support@ExploreLearning.com.

Browsers, Equipment and Accessibility

Users are solely responsible for obtaining and maintaining equipment and software, including without limitation operating system and browser software, that conforms to ExploreLearning's specifications in effect, as revised from time to time, in order to connect to, communicate with and use the Gizmos website.

ExploreLearning shall use commercially reasonable efforts to maintain the accessibility of the Website at all times, but may discontinue some or all of the Website features or services at any time, with or without notice, in order to perform hardware or software maintenance and/or upgrades or problem resolution. Additionally, to the extent that use of the Website is prevented, hindered, delayed or made impracticable by reason of force majeure (including any cause that cannot be overcome by reasonable

diligence and without unreasonable expense) or due to ExploreLearning's compliance with its commercially reasonable standard operating procedures or with any laws, rules, policies, practices or regulations of any industry association or organization, or any jurisdiction or governmental authority, ExploreLearning and its affiliates will be excused from such delay or performance.

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Use of the Website is subject to the requirements, rules, regulations, operations and procedures of any relevant public communications authorities and/or private communications carriers. ExploreLearning (and its affiliates) shall not be liable for any losses, costs, liabilities, damages, expenses and/or claims arising from or relating to the delay, alteration or interruption of telecommunications between Users and ExploreLearning caused by the failure for any reason of any communications facilities which User or ExploreLearning (or any of affiliate) has contracted from any public communications authority or private communications carrier.

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2. Payment Options: You must pay in US Dollars via Purchase Order, Credit Card (Visa or MasterCard), check or money order, or wire transfer.
 - A. Purchase Orders (US Residents Only): Mail (payable to ExploreLearning) to ExploreLearning, 110 Avon Street, Charlottesville, VA 22902 or FAX to (877) 829-3039.
 - B. Credit Card Billing: ExploreLearning will bill your designated credit card (Visa or MasterCard only) and is subject to any restrictions imposed by your credit card issuer. If payment cannot be charged to your credit card or your charge is returned to ExploreLearning for any reason, including charge back, ExploreLearning reserves the right to either suspend or terminate your access and account, thereby terminating this Agreement and all obligations of ExploreLearning hereunder, and thereafter to collect any amount due.
 - C. Checks or Money Orders: Mail (payable to ExploreLearning) to ExploreLearning, 110 Avon Street, Charlottesville, VA 22902.
 - D. Wire Transfers: Call (866) 882-4141 option 2 or e-mail Support@ExploreLearning.com for more information.
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4. Account Termination. Purchasers may terminate accounts at any time by sending a signed request to ExploreLearning via e-mail sales@ExploreLearning.com, fax to (877) 829-3039 or mail to ExploreLearning Customer Service, 110 Avon Street, Charlottesville, VA 22902.

5. Refund Policy. We take great pride in supplying a quality product at a reasonable price. In general, it is our policy to provide a refund for anyone who has been unable to use the site. A refund must be requested in writing within 30 days of purchase of your account and the account cannot have been accessed numerous times. Email a refund request to sales@ExploreLearning.com or fax a request to (877) 829-3039. Please include the username, full name of subscriber, product, and reason you are requesting a refund. We will not be able to refund a license after 30 days, or for an account with heavy usage, except for problems accessing the service. Refunds will be issued according to the original payment method.

Billing Security.

All communication between our servers, the acquiring bank, and the issuing bank are encrypted to assure server authenticity and invulnerability to man-in-the-middle attacks.

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ExploreLearning may change, modify, suspend, or discontinue any aspect of the Website at any time, including, without limitation, access policies, the availability of any Website feature, hours of availability, content, data, or software or equipment needed to access the Website. We may also impose limits on certain features or restrict your access to parts or all of the Website without notice or liability. We reserve the right to change prospectively the amount of, or basis for determining, any fees or charges for the Website, and to institute new fees or charges for access to portions of the Website effective upon prior notice to Users by posting such changes on its web site or by sending e-mails to Users. You hereby agree to pay all charges to your account, including applicable taxes, in accordance with billing terms in effect at the time the fee or charge becomes payable.

We may, from time to time, have special events, software or content available on the Service, which will be subject to additional terms and conditions that will be made available for your review. You agree that if you or any User uses or accesses such special events, software or other content, such additional terms and conditions will be binding.

We reserve the right, at our sole discretion, to change, modify, add, supplement or delete any of the terms and conditions of this Agreement at any time. We will post notification of any such changes on the Service, or give notice of them to you via e-mail, postal mail or by pop-up screen, at our sole discretion. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you may terminate your Account. The continued use of the Service by you following your receiving a notice of changes to this Agreement will mean you accept any and all such changes.

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In the event that ExploreLearning determines, in its sole discretion, that a User has breached any portion of these terms and conditions, or has otherwise demonstrated inappropriate conduct, we reserve the right to (i) warn the User via e-mail that she or he has violated this Agreement; (ii) delete any content provided by the User (or anyone accessing User's account); (iii) discontinue the User's account and/or any other ExploreLearning service; (iv) notify and/or send content to and/or fully cooperate with the proper law enforcement authorities for further action; and/or (vi) take any other action that ExploreLearning deems appropriate.

MISCELLANEOUS

In the event any provision of this Agreement conflicts with the law or if any such provisions are held invalid by a court with jurisdiction over the parties to this Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement will remain in full force and effect.

The laws of the State of Texas will govern this Agreement. The laws of the State of Texas will govern any dispute arising from the terms of this agreement or breach of this agreement and you agree to personal jurisdiction by the state and federal courts sitting in Dallas, Texas. The parties hereby expressly waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of, or in any way connected with, these Terms and Conditions and agree to submit to binding arbitration. ExploreLearning makes no representation that materials on ExploreLearning are appropriate or available for use in all locations. Those who choose to access ExploreLearning do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Materials from ExploreLearning are further subject to United States export controls. No materials from ExploreLearning may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iran, Iraq, Libya, North Korea, Syria or any other country to which the United States has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the materials, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement or to exercise any right under this Agreement will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same will be and remain in full force and effect.

ExploreLearning may assign its rights and obligations under this Agreement and upon such assignment ExploreLearning may be relieved of any further obligation hereunder. You represent to ExploreLearning that you have the authority to subscribe to and/or

use ExploreLearning according to the terms and conditions of this Agreement. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

ACCEPTANCE

By using and/or subscribing to the Service, you hereby acknowledge that you have read and understand the foregoing Agreement, as may be amended or modified from time to time according to its terms, and agree to be bound by all of the terms and conditions hereof. You further specifically permit ExploreLearning to use the email entered during the registration process to deliver support, sales, and product information related to your Free Trial or paid subscription.

QUESTIONS

If you have any questions about this Agreement, please email us at: Support@ExploreLearning.com



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EXHIBIT D2



Terms & Conditions of Use

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACTIVATING YOUR EXPLORELEARNING SCIENCE4US ACCOUNT.

By creating an account or subscribing to Science4Us.com, you agree to the terms and conditions of use set forth below.

This Agreement is a legal document that governs the terms and conditions of your subscription to Science4Us.com. Please read this Agreement carefully. By activating your account, you acknowledge your agreement with these terms and conditions, as such terms and conditions may be amended from time to time. You are also agreeing to accept a non-exclusive, non-assignable right and license to use ExploreLearning Science4Us. ExploreLearning reserves the right to change these terms and conditions at any time.

ExploreLearning Science4Us is offered and sold on a subscription basis; however certain areas are available to visitors without cost on a trial or demonstration basis.

REGISTERING AND USING SCIENCE4US

As part of the registration process, each User will select a password and user name ("User Name"). You agree to provide us with accurate, complete, and updated Account information. Failure to do so will constitute a breach of this Agreement, which may result in immediate termination of your rights to use the Account. You may not (a) select or use a User Name of another person with the intent to impersonate that person, (b) use a name subject to the rights of any other person without authorization, or (c) use a User Name that we, in our sole discretion, deem inappropriate or offensive. You are responsible for maintaining the confidentiality of

your User Name and password, and you will be responsible for all uses of your User Name and password, whether or not authorized by you.

In order to use the Website, you need to obtain a pass code (consisting of a username and a password. Pass codes are issued only to individual subscribers and learning institutions or teachers (collectively, "Users") who have registered.

Pass codes that have been issued to learning institutions or teachers may not be shared. They may only be used by the administrators, teachers and students to whom they are assigned. Users remain at all times solely and fully responsible for the proper use of pass codes issued hereunder. Individual subscribers may share their access codes with their, spouse, children or grandchildren ("Immediate Family") only. Users remain at all times solely and fully responsible for the proper use of pass codes issued hereunder. Individual subscribers who intend to share their pass codes with Users of their Immediate Family under 13 years of age agree to supervise the minors' use of the Website.

USING YOUR ACCOUNT

All Users are entirely liable for all activities conducted through that Account, and are responsible for ensuring that any other person who uses the Account is aware of, and complies with, the terms of this Agreement. Each person who uses the Account agrees to be bound by the terms of this Agreement, whether or not such person is a Member. You will notify us of any known or suspected unauthorized use(s) of your Account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your User Name and password. We will have no liability for any circumstances arising from the unauthorized use of a User Name, Member's password or your Account. Any fraudulent, abusive, or otherwise illegal activity on your Account may be reported to appropriate law-enforcement agencies by us.

If you have reason to believe that your Account is no longer secure (for example, in the event of a loss, theft, or unauthorized disclosure or use of your User Name, password, or any credit, debit, or charge card number stored on the Service), you must promptly change your password and notify us of the problem by sending an email to Support@Science4Us.com.

Browsers, Equipment and Accessibility

Users are solely responsible for obtaining and maintaining equipment and software, including without limitation operating system and browser software, that conforms to ExploreLearning's specifications in effect, as revised from time to time, in order to connect to, communicate with and use the Science4Us website.

ExploreLearning shall use commercially reasonable efforts to maintain the accessibility of the Website at all times, but may discontinue some or all of the Website features or services at any time, with or without notice, in order to perform hardware or software maintenance and/or upgrades or problem resolution. Additionally, to the extent that use of the Website is prevented, hindered, delayed or made impracticable by reason of force majeure (including any cause that cannot be overcome by reasonable

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Use of the Website is subject to the requirements, rules, regulations, operations and procedures of any relevant public communications authorities and/or private communications carriers. ExploreLearning (and its affiliates) shall not be liable for any losses, costs, liabilities, damages, expenses and/or claims arising from or relating to the delay, alteration or interruption of telecommunications between Users and ExploreLearning caused by the failure for any reason of any communications facilities which User or ExploreLearning (or any of affiliate) has contracted from any public communications authority or private communications carrier.

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1. All subscriptions must be pre-paid annually.
2. Payment Options: You must pay in US Dollars via Purchase Order, Credit Card (Visa or MasterCard), check or money order, or wire transfer.
 - A. Purchase Orders (US Residents Only): Mail (payable to ExploreLearning) to ExploreLearning, 110 Avon Street, Charlottesville, VA 22902 or FAX to (877) 829-3039.
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Billing Security.

All communication between our servers, the acquiring bank, and the issuing bank are encrypted to assure server authenticity and invulnerability to man-in-the-middle attacks.

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ExploreLearning may change, modify, suspend, or discontinue any aspect of the Website at any time, including, without limitation, access policies, the availability of any Website feature, hours of availability, content, data, or software or equipment needed to access the Website. We may also impose limits on certain features or restrict your access to parts or all of the Website without notice or liability. We reserve the right to change prospectively the amount of, or basis for determining, any fees or charges for the Website, and to institute new fees or charges for access to portions of the Website effective upon prior notice to Users by posting such changes on its web site or by sending e-mails to Users. You hereby agree to pay all charges to your account, including applicable taxes, in accordance with billing terms in effect at the time the fee or charge becomes payable.

We may, from time to time, have special events, software or content available on the Service, which will be subject to additional terms and conditions that will be made available for your review. You agree that if you or any User uses or accesses such special events, software or other content, such additional terms and conditions will be binding.

We reserve the right, at our sole discretion, to change, modify, add, supplement or delete any of the terms and conditions of this Agreement at any time. We will post notification of any such changes on the Service, or give notice of them to you via e-mail, postal mail or by pop-up screen, at our sole discretion. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you may terminate your Account. The continued use of the Service by you following your receiving a notice of changes to this Agreement will mean you accept any and all such changes.

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MISCELLANEOUS

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The laws of the State of Texas will govern this Agreement. The laws of the State of Texas will govern any dispute arising from the terms of this agreement or breach of this agreement and you agree to personal jurisdiction by the state and federal courts sitting in Dallas, Texas. The parties hereby expressly waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of, or in any way connected with, these Terms and Conditions and agree to submit to binding arbitration. ExploreLearning makes no representation that materials on ExploreLearning are appropriate or available for use in all locations. Those who choose to access ExploreLearning do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Materials from ExploreLearning are further subject to United States export controls. No materials from ExploreLearning may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iran, Iraq, Libya, North Korea, Syria or any other country to which the United States has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the materials, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

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ACCEPTANCE

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QUESTIONS

If you have any questions about this Agreement, please email us at: Support@Science4Us.com



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EXHIBIT D3



Terms & Conditions of Use

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By creating an account or subscribing to ReflexMath.com, you agree to the terms and conditions of use set forth below.

This Agreement is a legal document that governs the terms and conditions of your subscription to ReflexMath.com. Please read this Agreement carefully. By activating your account, you acknowledge your agreement with these terms and conditions, as such terms and conditions may be amended from time to time. You are also agreeing to accept a non-exclusive, non-assignable right and license to use ExploreLearning Reflex. ExploreLearning reserves the right to change these terms and conditions at any time.

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In order to use the Website, you need to obtain a pass code (consisting of a username and a password. Pass codes are issued only to individual subscribers and learning institutions or teachers (collectively, "Users") who have registered.

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USING YOUR ACCOUNT

All Users are entirely liable for all activities conducted through that Account, and are responsible for ensuring that any other person who uses the Account is aware of, and complies with, the terms of this Agreement. Each person who uses the Account agrees to be bound by the terms of this Agreement, whether or not such person is a Member. You will notify us of any known or suspected unauthorized use(s) of your Account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your User Name and password. We will have no liability for any circumstances arising from the unauthorized use of a User Name, Member's password or your Account. Any fraudulent, abusive, or otherwise illegal activity on your Account may be reported to appropriate law-enforcement agencies by us.

If you have reason to believe that your Account is no longer secure (for example, in the event of a loss, theft, or unauthorized disclosure or use of your User Name, password, or any credit, debit, or charge card number stored on the Service), you must promptly change your password and notify us of the problem by sending an email to Support@ReflexMath.com.

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The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement or to exercise any right under this Agreement will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same will be and remain in full force and effect.

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ACCEPTANCE

By using and/or subscribing to the Service, you hereby acknowledge that you have read and understand the foregoing Agreement, as may be amended or modified from time to time according to its terms, and agree to be bound by all of the terms and conditions hereof. You further specifically permit ExploreLearning to use the email entered during the registration process to deliver support, sales, and product information related to your Free Trial or paid subscription.

QUESTIONS

If you have any questions about this Agreement, please email us at: Support@FraxMath.com



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110 Avon Street, Charlottesville, VA, 22902 USA



BAFO

Prepared for

Henrico County Public Schools

RFP No. 24-2795-12EMF

Digital Content Solutions for K-12
BAFO

Submitted To:

Henrico County Public Schools
Eileen M. Falcone, CPPB, Purchasing Manager
3820 Nine Mile Road
Henrico, Virginia 23223
P: 804.652.3600
E: fal51@henrico.gov

Submitted By:

ExploreLearning, LLC
Amy Otis, Vice President, Bids and Proposals
17855 Dallas Parkway, Suite 400
Dallas, TX 75287
P: 866.882.4141
E: ELBids@explorelearning.com





Henrico County Public Schools | RFP No. 24-2795-12EMF | Digital Content Solutions for K-12

Thursday, April 3, 2025

Eileen M. Falcone, CPPB
Purchasing Manager
County of Henrico
Henrico County Public Schools
3820 Nine Mile Road
Henrico, Virginia 23223
fal51@henrico.gov

Dear Eileen M. Falcone:

ExploreLearning, LLC is honored to provide the requested information outlined in your negotiations letter dated March 28, 2025. Enclosed, you will find our responses to your questions for clarification as well as an updated 'Attachment F', and our best and final pricing.

If you have any further questions or require any additional information or documentation, please do not hesitate to contact me.

Kind regards,

A handwritten signature in blue ink, appearing to read "Amy Otis".

Amy Otis
Vice President, Bids and Proposals
ExploreLearning, LLC
Toll Free: 800.547.6747, Ext. 120
Direct: 720.494.4120
Email: ELBids@explorellearning.com

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

March 28, 2025

Offeror: Explore Learning LLC

1. Confirm that there is only one Clever integration for Explore Learning for all the products offered in your proposal.
 - a. This is confirmed to be correct as there is one Clever integration offered for all ExploreLearning products.
2. What “End User License Agreement” (EULA) or “Terms of Use” are the end-users or the County required to agree to when using Gizmos (6-12). Provide copies or a link to these.
 - a. Link to Terms of Use for Gizmos®: <https://apps.explorelearning.com/account/gizmos/terms>
3. Attachment F “Directo Contact with Students” has a note stating that it doesn’t apply. The proposal includes onsite professional development so this form needs to be filled out and returned with your response to these questions.
 - a. While this does not apply to ExploreLearning, as any onsite employee performing professional development will not have direct contact with students, the updated form is enclosed.
4. Pricing – Submit your best and final pricing. This list shall be for pricing associated with the products being offered for this Request for Proposal
 - a. Our best and final pricing is found on the following pages. Kindly note that the provided pricing includes volume-based discounts that have been customized for Henrico County Public Schools’ review.

ATTACHMENT F

DIRECT CONTACT WITH STUDENTS

Name of Offeror: ExploreLearning, 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**

ExploreLearning, LLC employees will not have direct contact with students.

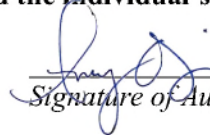
crime” in Va. Code § 19.2-392.02(A) or an offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense;

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

Amy Otis

Printed Name of Authorized Representative

Vice President, Bids and Proposals

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



Henrico County Public Schools | RFP No. 24-2795-12EMF | Digital Content Solutions for K-12

BAFO Pricing

On the following pages, ExploreLearning has proposed eight pricing solutions for Henrico County Public Schools that offer volume-based discounts off list pricing. We have also included our pricing details and ordering information for your review.

Price Details

Please see the following pages for detailed pricing and ordering information for each of ExploreLearning's online math and science instructional programs for grades K–12.

- **Gizmos** interactive math and science simulations and STEM cases for students in grades 3–12
- **Science4Us** blended learning program for students in grades K–2
- **Reflex** adaptive math fact fluency program for students in grades 2–8
- **Frax** adaptive fractions program for students in grades 3–5

For more information on our digital products, visit <https://www.explorelearning.com/>.

Subscription lengths can range from 12 months to 60 months depending on the needs of the district.

For 2+ site pricing, contact ExploreLearning for details.

Elementary Science Bundle Single Site License

Science4Us + Elementary Gizmos Site License for Grades K–5	\$2,995.00 per site
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Gizmos Individual Teacher Licenses

Gizmos Teacher License for Grades 3–12	\$940.00 per teacher
---	----------------------

For 1–2 licenses at the same site for 1 year

Gizmos Teacher License for Grades 3–12	\$705.00 per teacher
---	----------------------

For 3 or more licenses at the same site for 1 year

Gizmos Secondary Single Department License

Gizmos Single Site License for Grades 6–12,	\$5.05 per student (per site)
--	-------------------------------

1 subject	\$2,195.00 minimum; \$7,500.00 maximum
------------------	--

Math or Science Department License; per-student pricing is based on the total enrollment of the school

Gizmos Secondary Multi-School Department Licenses

Gizmos One-Subject Multi-School Site License for Grades 6–12	\$4.05 per student (per site) \$2,195.00 minimum; \$7,500.00 maximum
---	---

Math or Science Department License for 2+ schools on the same purchase order; per-student pricing is based on the total enrollment of the included schools

Gizmos Secondary Single Site License

Gizmos Two-Subject Single Site License for Grades 6–12	\$8.45 per student (per site) \$3,295.00 minimum; \$11,750.00 maximum
---	--

Site License covering both Math and Science Departments; per-student pricing is based on the total enrollment of the school

Gizmos Secondary Multi-School Site License

Gizmos Two-Subject Multi-School Site License for Grades 6–12	\$7.10 per student (per site) \$3,295.00 minimum; \$11,750.00 maximum
---	--

Site License covering both Math and Science Departments for 2+ schools on the same purchase order; per-student pricing is based on the total enrollment of the included schools

Reflex Individual Teacher Licenses

Reflex Teacher License for Grades 2–8	\$40.00 per student
--	---------------------

Minimum 10-seat purchase

Reflex Site License

Reflex Site License for Grades 2–8	\$3,295.00 per site
---	---------------------

Frax Individual Teacher Licenses

Frax Teacher License for Grades 3–5	\$40.00 per student
--	---------------------

Minimum 10-seat purchase

Frax Site Licenses

Frax Site License for Grades 3–5	\$3,295.00 per site
---	---------------------

Includes Frax Foundations 1 and 2

Reflex & Frax Math Bundle Site License

Reflex & Frax Site License for Grades 2–8	\$4,795.00 per site
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Includes Reflex; Frax Foundations 1 and 2

Elementary Bundle Site License

Gizmos, Reflex, Frax, and Science4Us for Grades K–5

\$6,630.00 per site

Includes Gizmos, Reflex, Frax Foundations 1 and 2, and Science4Us

Professional Development Pricing

For all orders totaling more than \$2,000.00, subscriptions include a bundle of free professional development sessions proportional to the purchase. Additional professional development options are available for purchase.

Live Webinar Professional Development	Up to two hours of instruction online, up to 40 teachers	\$400.00 per webinar
Onsite Professional Development	Up to six hours of instruction on-site, up to 25 teachers	\$1,800.00 per day
Onsite Professional Development, <i>Additional Consecutive Days</i>	Up to six hours of instruction on-site, up to 25 teachers	\$1,400.00 per day (Following the initial onsite training)

See our full course catalog for each product online: <https://gizmos.explorelearning.com/support/>, <https://reflex.explorelearning.com/support/professional-development>, <https://frax.explorelearning.com/support/professional-development>, and <https://science4us.explorelearning.com/support/professional-development>

Volume Discounted Site Pricing for Elementary Science

Volume-discounted site pricing for Elementary Science (Science4Us + Elementary Gizmos)—applies to 2+ site purchases on the same order.

Number of Sites	List-Price Discount	Elementary Science Site Pricing
200+	35%	\$1,946.75
100–199	30%	\$2,096.50
50–99	25%	\$2,246.25
20–49	20%	\$2,396.00
10–19	15%	\$2,545.75
2–9	10%	\$2,695.50

Volume Discounted Per-Student, Multi-School Pricing for Secondary Gizmos

Volume-discounted site pricing for Secondary math and science Gizmos, multi-school purchases only. Based on total enrollment at included schools—applies to 2+ site purchases on the same order.

Enrollment	List-Price Discount	Gizmos Per-Student Pricing
200,000	35%	\$4.62
100,000–199,999	30%	\$4.97
50,000–99,999	25%	\$5.33
20,000–49,000	20%	\$5.68
10,000–19,999	15%	\$6.04
5,000–9,999	10%	\$6.39
< 4,999	List	\$7.10

Volume Discounted Pricing for Secondary Gizmos

Volume-discounted department pricing for Secondary math or science Gizmos, multi-school purchases only. Based on total enrollment at included schools—applies to 2+ site purchases on the same order.

Enrollment	List-Price Discount	Gizmos Department Pricing
200,000	35%	\$2.63
100,000–199,999	30%	\$2.84
50,000–99,999	25%	\$3.04
20,000–49,000	20%	\$3.24
10,000–19,999	15%	\$3.44
5,000–9,999	10%	\$3.65
< 4,999	List	\$4.05

Volume Discounted Site Pricing for Reflex

Volume-discounted site pricing for Reflex—applies to 2+ site purchases on the same order.

Number of Sites	List-Price Discount	Reflex Site Pricing
200+	35%	\$2,141.75
100–199	30%	\$2,306.50
50–99	25%	\$2,471.25
20–49	20%	\$2,636.00
10–19	15%	\$2,800.75
2–9	10%	\$2,965.50

Volume-Discounted Site Pricing for Frax

Volume-discounted site pricing for Frax Foundations 1 and 2—applies to 2+ site purchases on the same order.

Number of Sites	List-Price Discount	Frax Site Pricing
200+	35%	\$1,491.75
100–199	30%	\$1,606.50
50–99	25%	\$1,721.25
20–49	20%	\$1,836.00
10–19	15%	\$1,950.75
2–9	10%	\$2,065.50

Volume-Discounted Site Pricing for Reflex + Frax Math Bundle

Volume-discounted site pricing for Math Bundles (Reflex + Frax Foundations 1 and 2)—applies to 2+ site purchases on the same order.

Number of Sites	List-Price Discount	Math Bundle Site Pricing
200+	35%	\$3,116.75
100–199	30%	\$3,356.50
50–99	25%	\$3,596.25
20–49	20%	\$3,836.00
10–19	15%	\$4,075.75
2–9	10%	\$4,315.50

Volume-Discounted Site Pricing for Elementary Bundle

Volume-discounted site pricing for Gizmos, Reflex, Frax Foundations 1 and 2, and Science4Us—applies to 2+ site purchases on the same order.

Number of Sites	List-Price Discount	Elementary Bundle Site Pricing
200+	35%	\$4,309.50
100–199	30%	\$4,641.00
50–99	25%	\$4,972.50
20–49	20%	\$5,304.00
10–19	15%	\$5,635.50
2–9	10%	\$5,967.00

Ordering Information

Order Process

Unless otherwise agreed by ExploreLearning and customer, a state agency, district, or school customer may order subscription licenses and/or services offered under this solicitation proposal as awarded by contacting an ExploreLearning representative who will prepare a unique order quote, which will detail the type, number of units, and term of the subscription licenses and/or services. To confirm an order, the customer may email the quote, along with a purchase order, to the representative's email listed in the quote or fax to (877) 829-3039. Each purchase order must reference the correct quote number and should include a copy of the quote. In addition, customer purchase orders intended to be processed under this solicitation must include reference to this solicitation number (or the awarded solicitation Contract number as applicable), to indicate customer's intent that the order is to be processed under the terms of this solicitation as awarded, ExploreLearning's proposal thereto, and the applicable quote; any terms contained in any individual purchase order that are in addition to or inconsistent with the foregoing shall be null and of no effect. All orders are subject to ExploreLearning's review and acceptance. ExploreLearning's receipt and acceptance of the customer's purchase order (where applicable) or payment will be the basis for order confirmation. ExploreLearning does not accept purchase orders by phone, and requisitions may be accepted in lieu of a purchase order provided the requisition form includes (i) the bill to, (ii) our vendor information, (iii) a PO reference number, (iv) the correct quote number, and (v) the solicitation or awarded solicitation Contract number (as applicable). Unless otherwise set forth in the applicable ExploreLearning order quote or agreed by ExploreLearning and customer, pricing is valid for 60 days, customer will be invoiced for all fees under the applicable quote upon order acceptance, and payment is due net 30 days of invoice. Without prejudice to its other rights, ExploreLearning may suspend delivery of the subscriptions, products, and/or services in the event that the customer fails to make any payment when due. ExploreLearning will notify customer and provide reasonable opportunity for customer to cure prior to any such suspension.

Order Term

The order quote and associated confirming purchase order serve as an agreement for the order, which becomes effective upon its acceptance by both parties. Unless otherwise agreed by ExploreLearning and customer, the subscription licenses and/or services purchased pursuant to the order agreement will begin on or about the start date as set forth in the quote and continue in effect for the period set forth in the quote. Unless otherwise set forth in the quote or agreed to by ExploreLearning and customer, all subscription licenses under the order shall have the same start and end dates, all subscription products and services are deemed delivered upon provisioning of subscription license availability, and all subscription licenses and associated services must be used within the subscription period; unused subscription licenses or services are not eligible for refund or credit. On-site training may be fulfilled with a virtual training equivalency, as needed, of up to four 1.5-hour webinars per day of onsite.

Order Acceptance

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Pricing

Unless otherwise previously agreed by ExploreLearning and customer in writing, pricing will be the then-current year's published price list, which is effective from July 1 to June 30.

Clarification Regarding Intellectual Property

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REDACTED

Prepared for

Henrico County Public Schools

RFP No. 24-2795-12EMF

Digital Content Solutions for K-12

Due: February 14, 2025; 2:00PM (ET)

Online Submission

Submitted To:

Henrico County Public Schools
Eileen M. Falcone, CPPB, Purchasing Manager
3820 Nine Mile Road
Henrico, Virginia 23223
P: 804.652.3600
E: fal51@henrico.gov

Submitted By:

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Executive Summary

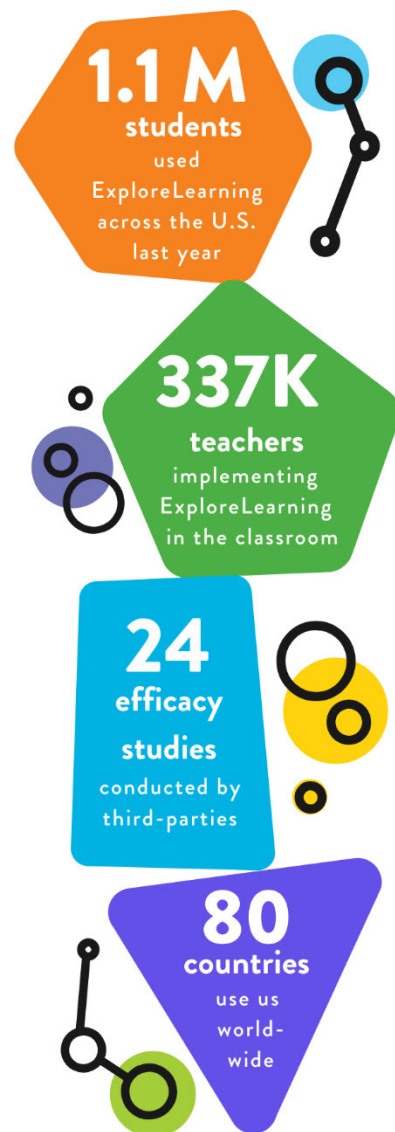
Henrico County Public Schools (HCPS) knows that strong instructional materials are crucial to effectively serving its diverse community of educators and learners. Supplemental math and science materials not only help students understand key concepts and enrich the core curriculum, but also cater to different learning styles, support those needing extra help or more challenges, support schools with evolving standards, and make learning more engaging and fun.

To meet this need, ExploreLearning creates online math and science instructional resources that align with today's rigorous standards. Like HCPS, we know that every student has the potential to not only increase math and science achievement but also enjoy the process. ExploreLearning products support learning standards across grades K–12. Science4Us and Gizmos set students up for success in science by teaching foundational concepts and enabling students to interact with STEM topics. Students have ample opportunities to apply lesson concepts to real-world scenarios in labs and case studies. Reflex and Frax use game-based adaptive learning to build proficiency with critical math skills, while math-based Gizmos simulations guide students through in-depth explorations and scaffolded practice. All four of our digital programs are effective with students on grade level, those who have fallen behind and need targeted intervention, and students working above grade level or ready for a challenge.

Teachers have the greatest influence on student success and are therefore mission critical. With this understanding, we help teachers optimize their instruction through a suite of products that:

- Combine research-proven instructional methods and innovative technology.
- Build strong, lasting foundations for student success by developing conceptual understanding and supporting procedural fluency.
- Supplement core curricula with flexible digital and blended implementation options.
- Create positive outcomes and results for both students and teachers.

ExploreLearning focuses on what HCPS's educators and students need: instructional resources and professional development designed to empower a rigorous, tech-forward classroom.



ExploreLearning® ExploreLearning®

Henrico County Public Schools | RFP No. 24-2795-12EMF | Digital Content Solutions for K-12

Licenses provide one-year access, which includes class management and assessment reporting features for teachers. Students, teachers, and administrators can access the program anytime, anywhere with an internet connection and receive free phone, email, and online technical support. Teachers and administrators also get on-demand, live online, or onsite professional development each year based on the subscription level. All orders come with on-demand training videos, and orders over \$2,000 include extra professional development. Additional training days and courses are available at an extra cost.

To provide insight into real-world applications of our solutions, this proposal includes references for your review. We encourage you to contact current users of ExploreLearning solutions to learn about the positive impact on students. Additionally, we invite you to explore our product samples provided.

With ExploreLearning products, Henrico County Public Schools educators have robust support to drive positive learning gains for their students. Together, we can make learning serious fun!



Compliance Matrix

The following chart shows the RFP requirement and the section in this document where you can find our response to this requirement. If reviewing digitally, you can click on the section or page number, and the link will take you to that section.

RFP Requirement / Evaluation Criteria	Section/Page Number
Functional and Instructional Requirements In accordance with Section VII, Items B3 and B6 and B9 , this criterion considers the Offeror's response to the services solicited and how their proposed solution meets the requirements of this RFP as specified in Section II.	Page(s) 22
Experience, Qualifications, Certification Statement, and References In accordance with Section VII, Items B4, B5, and B10, this criterion considers the Offeror's qualifications, experience, and references of the Offeror and staff assigned relative to the scope of services as specified in Section II of this RFP	Page(s) 49, 48, 115
Technical Requirements In accordance with Section VII, Item B7 and B8, this criterion considers the Offeror's understanding of the technical requirements requested by this RFP as specified in Section II.	Page(s) 48, 88
Implementation In accordance with Section VII, Items B7, B12 and B13 this criterion considers the Offeror's understanding of the implementation(s) required by this RFP as specified in Section II.	Page(s) 47, 88
Price In accordance with Section VII, Item B11, this criterion considers the Offeror's pricing for completing the services requested by this RFP as specified in Section II. <i>See Excel Spreadsheet</i>	Page(s) 116 <i>ExploreLearning has attached the Excel sheet as a separate file uploaded within the EVA portal.</i>
Quality of Proposal Submission / Oral Presentations <i>This criterion considers the overall quality of the Offeror's proposal submitted and any oral presentations required.</i>	Page(s) 4

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 find the aforementioned documents within “Tab 1 - Introduction and Signed Forms” following this page.

a. Cover Letter

Thursday, February 13, 2025

Eileen M. Falcone, CPPB
Purchasing Manager
County of Henrico
Henrico County Public Schools
3820 Nine Mile Road
Henrico, Virginia 23223
fal51@henrico.gov

Dear Eileen M. Falcone, CPPB:

ExploreLearning, LLC is honored to respond to RFP No. 24-2795-12EMF entitled **Digital Content Solutions for K-12**. As a STEM-based company focused on providing science and math online learning solutions to supplement instruction, our products are as innovative as they are fun and effective. We are eager to partner with the Henrico County Public Schools (HCPS) district in supporting its teachers and students with our industry-leading STEM instructional software, Gizmos, Science4Us, Reflex, and Frax.

Our solutions, whether adaptive or interactive, are designed to increase student proficiency and generate excitement around learning. We strategically support students in building mathematical and scientific inquiry and teachers in delivering effective instruction. ExploreLearning harnesses research-based 21st-century tools that bring unique features to today's diverse classrooms and target the most essential STEM learning needs.

ExploreLearning is proposing the following solutions to support HCPS in meeting students' mission-critical STEM needs:

- **Gizmos** interactive simulations bring experimentation and inquiry to grades 3–12 classrooms. Through engaging opportunities to manipulate variables, predict, and prove, all learners see STEM concepts in action.
- **Science4Us** is a supplemental K–2 blended learning program that provides young learners with a solid foundation in science concepts while supporting cross-curricular skills in literacy and math.
- **Reflex** guides students in grades 2–8 through game-based practice with addition, subtraction, multiplication, and division. Adaptive and individualized, Reflex delivers the instruction and practice that each student needs.
- **Frax** utilizes the latest research-based instructional methods to create a more efficient, more fun way for students in grades 3–5 to learn fractions.

We empower Henrico County Public Schools educators as they guide students in building the skills and confidence needed to master STEM subjects. Most importantly, we make math and science serious fun!



Henrico County Public Schools | RFP No. 24-2795-12EMF | Digital Content Solutions for K-12

Please note that we understand the scope of services required, commit to providing the materials and services outlined in this proposal, and acknowledge all addenda. We sincerely appreciate this opportunity and look forward to furthering our partnership with HCPS.

If you have any questions or need assistance while reviewing this proposal, please use the information provided in the following signature block to contact me.

Kind regards,

A handwritten signature in blue ink, appearing to read "Amy Otis".

Amy Otis

Vice President, Bids and Proposals

ExploreLearning, LLC

Toll Free: 800.547.6747, Ext. 120

Direct: 720.494.4120

Email: ELBids@explorellearning.com



Henrico County Public Schools | RFP No. 24-2795-12EMF | Digital Content Solutions for K-12

b. Proposal Signature Sheet - Attachment A

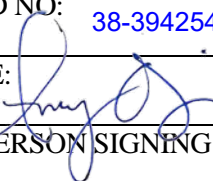
Please find ExploreLearning's "Attachment A" on the following page(s).

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):	
ExploreLearning, LLC	
ADDRESS:	17855 Dallas Parkway, Suite 400
	Dallas, TX 75287-6857
FEDERAL ID NO: 38-3942548	
SIGNATURE:	
NAME OF PERSON SIGNING (PRINT):	Amy Otis
TITLE:	Vice President, Bids and Proposals
TELEPHONE:	866.882.4141
FAX:	877.829.3039
EMAIL ADDRESS:	ELBids@explorellearning.com
DATE:	02.06.2025



Henrico County Public Schools | RFP No. 24-2795-12EMF | Digital Content Solutions for K-12

c. Business Classification Form - Attachment B

Please find ExploreLearning's "Attachment B" on the following page(s).

ATTACHMENT B

Company Legal Name: ExploreLearning, LLC

This form completed by: Signature:  Title: Vice President, Bids and Proposals

Date: 02.06.2025

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

(Check all that apply.) **N/A**

- ☐ 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

N/A

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 B

Company Legal Name: ExploreLearning, LLC

This form completed by: Signature: [Signature] Title: Vice President, Bids and Proposals

Date: 02.25.2025

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

(Check all that apply.)

N/A

- ☐ 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

N/A

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.



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d. Virginia State Corporation Commission Registration Information - Attachment C

Please find ExploreLearning's "Attachment C" on the following page(s).

ATTACHMENT C
Virginia State Corporation Commission (SCC)
Registration Information

The Offeror:

☒ is a corporation or other business entity with the following SCC identification number:
2023041318621874 **-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: ☐

[Please see ExploreLearning's SCC certificate on the following page.](#)

ATTACHMENT C
Virginia State Corporation Commission (SCC)
Registration Information

The Offeror:

☒ is a corporation or other business entity with the following SCC identification number:
11058136 **-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: ☐

[Please see ExploreLearning's SCC certificate on the following page.](#)

Commonwealth of Virginia



State Corporation Commission

CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That ExploreLearning, LLC, a Limited Liability Company formed under the law of Delaware, obtained a certificate of registration to transact business in Virginia from the Commission on May 29, 2020; and

That the Limited Liability Company is registered to transact business in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

April 13, 2023

A handwritten signature in black ink, reading "Bernard J. Logan".

Bernard J. Logan, Clerk of the Commission

Commonwealth of Virginia



State Corporation Commission

CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That ExploreLearning, LLC, a Limited Liability Company formed under the law of Delaware, obtained a certificate of registration to transact business in Virginia from the Commission on May 29, 2020; and

That the Limited Liability Company is registered to transact business in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

April 13, 2023

A handwritten signature in black ink, reading "Bernard J. Logan".

Bernard J. Logan, Clerk of the Commission



Henrico County Public Schools | RFP No. 24-2795-12EMF | Digital Content Solutions for K-12

e. Proprietary/Confidential Information - Attachment D

Please find ExploreLearning's "Attachment D" on the following page(s).

ATTACHMENT D
PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF OFFEROR: ExploreLearning, 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
Tab 13. Appendices Digital Sample Access	156-164	Removed login credentials for samples. These are only to be available to RFP evaluators.

f. Direct Contact with Students- Attachment F

Please find ExploreLearning's "Attachment F" on the following page(s).

ATTACHMENT F

DIRECT CONTACT WITH STUDENTS

Name of Offeror: ExploreLearning, 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**

N/A; ExploreLearning, LLC employees will not have direct contact with students.

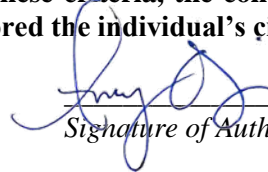
crime” in Va. Code § 19.2-392.02(A) or an offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense;

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

Amy Otis

Printed Name of Authorized Representative

Vice President, Bids and Proposals

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

Tab 2 - State 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.

II. Scope of Services

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.

Since its inception, ExploreLearning has been a leader in accurate, current, dynamic math and science instructional content that follows instructional best practices. We offer best-in-class STEM-based resources to promote deep conceptual understanding and prepare students for academic success.

Gizmos simulations empower students to understand the world around them, helping them actively explore “why” and “how” through interactive simulations that build 21st-century skills. We continue to build out our library of Gizmos to reflect new math and science knowledge, updated content standards, and trends in edtech. For early elementary students, Science4Us puts students on a path to lifelong scientific literacy, leveraging cross-curricular learning activities that create a strong foundation for key scientific concepts and applications. Math facts and fractions are two areas where young math students struggle the most; they are also the strongest indicators of future success in math. Reflex (for math facts) and Frax (for fractions) develop this critical knowledge in a fun and effective way.

ExploreLearning proposes our Gizmos, Science4Us, Reflex, and Frax solutions for [K–12 Math and Science](#).

Gizmos

With more than 550 virtual, interactive STEM simulations aligned to the latest standards and learning objectives, Gizmos helps educators bring powerful inquiry-based learning experiences to grades 3–12

classrooms. Gizmos simulations empower students to understand the world around them, helping them actively explore “why” and “how” through interactive simulations that build 21st-century skills.

Gizmos provides online, interactive math and science simulations. Each simulation is aligned to national and state standards for both mathematics and science, including Next Generation Science Standards, State Standards, and many textbook/content publishers.

The website makes it easy for teachers to find the most relevant Gizmos and assign them to students. For example, the [Browse by Standard](#) page helps identify activities aligned to Virginia state standards. Teachers simply select Virginia, choose the appropriate subject and grade/course, and view all Gizmos assignments that correlate to the individual standard.

Educators can also browse activities based on [grade and topic](#) or [core curriculum](#) to select simulations that support various instructional goals. The Gizmos lesson materials provide teachers with the planning material, student activities, and vocabulary terms they need to help develop students’ knowledge and the general science and mathematical skills that lead to long-term success.

Gizmos supports student learning by:

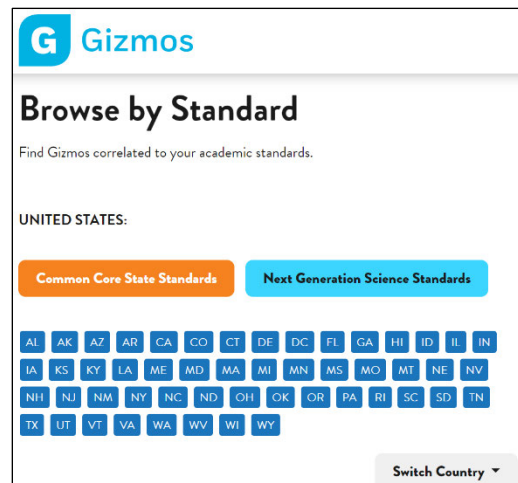
- Teaching foundational topics through active, hands-on learning.
- Emphasizing problem-solving, real-world application, critical thinking, and inquiry.
- Enhancing student understanding of mathematical and scientific concepts.
- Connecting mathematical and scientific concepts across grades and content areas.
- Providing opportunities for abstract and quantitative reasoning.

The design of Gizmos allows teachers to incorporate individual and small-group inquiry into each class period depending on student needs and classroom arrangement. The teacher guides present suggestions and options for each lesson structure. For example, students can work in small collaborative groups to complete Student Exploration Sheet activities or to find solutions to teacher challenges, or students can complete these components independently and share results.

When teachers want to differentiate by modifying the learning process, they can have students individually work on different activities within the same simulation. This allows students to work at their own pace with questions that suit their level. Additionally, students within a class can work across multiple Gizmos to explore different aspects of the target concept.

Science4Us

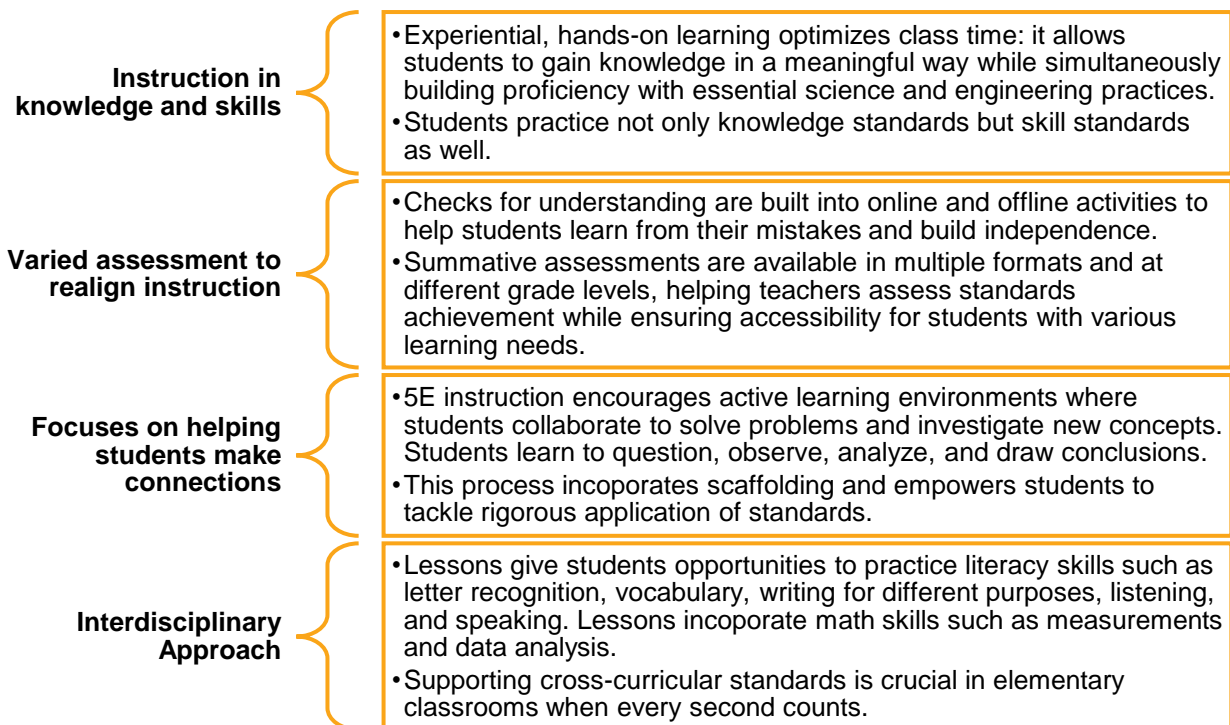
Science4Us nurtures curious creators, thinkers, and problem solvers to provide students in grades K–2 with a head start in science. Engaging lessons build cross-curricular skills by reinforcing key literacy and



math standards. Students work through instructional videos, games, and multisensory practice activities as they make connections between new concepts, other content areas, and the real world.

Designed to help early elementary students build critical science knowledge and skills, Science4Us offers a digital library of standards-aligned lessons. Interactive, age-appropriate learning modules present science content across the domains of physical science, life science, earth and space science, and scientific inquiry. Strategically integrating literacy and math skills, daily lessons present valuable opportunities for students to practice cross-curricular standards.

Teachers download alignment documents for Next Generation Science Standards (NGSS) or state science standards to identify instructional modules that support specific skills and objectives. The following descriptions highlight unique Science4Us elements that offer students comprehensive support to achieve proficiency with K–2 standards and build the prerequisite skills they need for future courses:



Standards-alignment was a key consideration in the creation of Science4Us. The process began with a crosswalk of national and state science standards to determine which content topics to include in Science4Us lessons. The development team further fleshed out learning modules using the NGSS three-dimensional framework to support rigorous, standards-based instruction and practice. Science subject experts then conducted an extensive review to verify the content’s accuracy and appropriateness for K–2 students. Finally, experienced language arts teachers completed an evaluation focused on ensuring the effectiveness of explicit instruction in literacy skills and vocabulary strategies.

Science4Us has ample opportunities for students to engage in different instructional settings. Each day's activities include walkthroughs and teacher guides that indicate the suggested setting, whether whole class, small group, or individual. Implementing the solution with small groups creates a great opportunity for learning centers, as well as small group collaboration. In classrooms with 1:1 devices, students can learn at their own pace, repeat activities as needed, and focus on work on differentiated activities within a module. It is recommended that Science4Us be delivered through a blend of whole-group, small-group, and individualized instruction to best align with the K–2 classroom culture.

Reflex

Reflex moves students in grades 2–8 toward automaticity with the essential math facts in addition, subtraction, multiplication, and division. To optimize math fact fluency growth, Reflex offers adaptive learning, a consistent instructional sequence, and exciting games. Students build confidence as they master math fact families and see their progress.

Reflex is an adaptive, online learning solution that helps students in grades 2–8 develop math fact fluency. Math fact fluency is a foundational skill that predicts standardized test performance across a wide variety of assessments. Extensive research has proven the importance of math fact fluency as an essential part of elementary-level mathematics instruction. With Reflex, every student can build the speed and accuracy with math facts they need to confidently tackle more challenging mathematical concepts.

The Common Core Standards for Mathematical Practice (SMPs) rest on important “processes and proficiencies” with long-standing support from leading mathematics education organizations and researchers. Students use the following SMPs during a typical Reflex session:

- Make sense of problems and persevere in solving them
- Attend to precision
- Look for and make use of structure
- Look for and express regularity in repeated reasoning

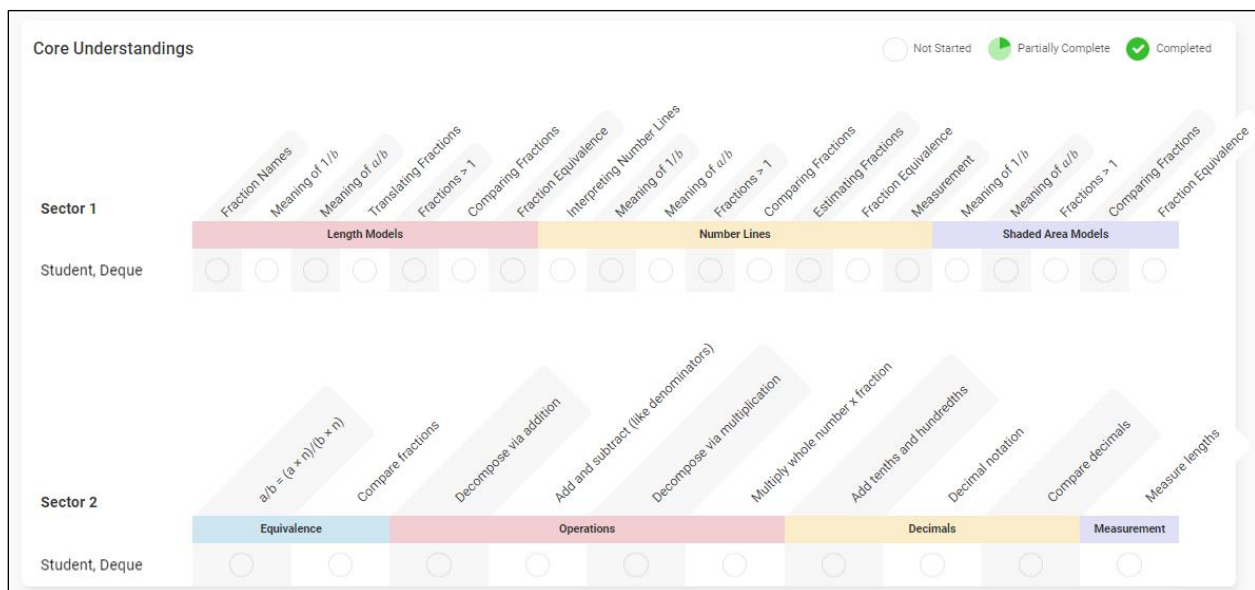
Reflex is designed to optimize learning through independent student-driven practice. Students can work through the structured lessons in the classroom through small-group instruction, centers, or individual work time both in school and outside of school. Once an operation assignment is set by an instructor (addition-subtraction or multiplication-division), student learning is largely self-guided.

Reflex is an extremely flexible tool that can deliver instruction through a variety of implementation structures. Depending on daily instructional schedules, student academic needs, and access to connected devices, teachers can use Reflex for the following: independent practice, learning center during rotations, targeted pull-out intervention, exciting homework assignment, regularly scheduled blocks with internet-connected devices.

Frax

Frax builds a conceptual understanding of fraction magnitude, as students in grades 3–5 build the foundation to move beyond memorized procedures and tricks and instead learn to make sense of fractions arithmetic. Lessons include research-proven strategies for fraction instruction, addressing both whole-number bias and the centrality of magnitude through explicit instruction and practice online and offline. Scaffolded use of length models, number lines, and measurements helps broaden students' understanding of numbers, or number sense, to include fractions.

Frax is broadly aligned to fractions standards for grades 3–5. With Frax, students are engaged in an adaptive, game-based learning opportunity that uses research-based instructional methods to create a better way to learn fractions.



Frax reporting shows high-level progress against math standards.

Frax is an adaptive digital solution in which students work 1:1 on a device with an internet connection. Downloadable and printable lesson overviews and teacher guides describe the game for each mission so that teachers know the goals of instruction, its objectives, key teacher language, and questions for debriefing the day's fractions instruction.

Mission debrief questions are provided for short whole-class discussions immediately after completing a mission. These questions can also be used as exit tickets for students. After every fourth online mission, an offline activity is provided that allows students to verbalize their thinking about fractions. These activities include printable task cards that can be used in the context of the designed activities or in alternate ways to support centers, small-group discussions, and guided practice. Each offline activity

includes a slide presentation to describe the designed activity, slides of each task card for projection, and a printable file of task cards.

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

ExploreLearning solutions include a variety of assessments to measure student performance.

Gizmos

With Gizmos, teachers use a range of assessment tools and lesson components to measure student knowledge and skills. Gizmos lessons provide built-in quizzes that generate immediate feedback for students and gather proficiency data for teachers. Assessments include five questions that align to lesson objectives and match the activities in the Student Exploration sheet, ensuring that quizzes accurately capture what students have learned. Students complete the assessment at the end of the lesson. When they submit their answers, they are shown the correct answer and a detailed explanation. Teachers also use student responses from the Student Exploration sheet and the lesson sequence provided by the teacher guide to monitor learning. Teacher guides include extensions such as discussion questions; Claim, Evidence, Reasoning prompts; and options for differentiated practice that can be used to assess student understanding and reasoning. Some simulations also include checks for understanding as part of the student experience.

Science4Us

Science4Us integrates various assessment opportunities to provide a holistic picture of student skill development. Each learning module includes online summative and formative assessments, providing immediate feedback and mastery reports for teachers. Additionally, online student activities—including data collection, language tasks, and comprehension checks—provide opportunities for teachers to monitor understanding informally. Offline opportunities for informal assessment involve questioning, cooperative activities, and hands-on projects, with explicit lesson instructions that help teachers assess knowledge effectively. Each module includes five offline assessments. This blend of assessments offers a thorough evaluation of student skills.

Reflex

Reflex uses assessments to drive daily student lessons and set fluency goals. At the start of each session, students complete an assessment to measure proficiency with the math facts assigned for the day. Reflex then uses student response patterns to evaluate student growth on the assigned math facts. In this way, Reflex continuously gathers assessment data as students work through the session. A more formal assessment process begins when students consistently demonstrate fluency with a set of math facts. Reflex begins a “certification” process that occurs over several days and examines the student’s longitudinal performance with addition/subtraction or multiplication/division facts to measure fluency. Reflex periodically re-tests these facts to monitor how well the student retains fluency with the math facts.

Frax

Designed as an adaptive learning tool, Frax continually monitors student progress using embedded assessments throughout each lesson that guide the next instruction. Each mission ends with an assessment game, which measures what students have learned in all previous missions. When students answer incorrectly, Frax responds by offering remediation activities. Students can move on once they demonstrate success in a particular objective. Frax differs from many adaptive learning tools by linking online instruction with offline practice, and many supporting materials serve as assessment tools as well: checkpoint questions, task cards, and end-of-unit summative performance tasks. These options offer teachers a chance to implement assessment measures offline and can be used as pre-lesson quizzes, exit tickets, or Math Station tests.

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

Each product is designed to adapt to various instructional settings, ensuring that teachers can effectively engage students and meet specific learning objectives. Flexible lessons and robust teacher support simplify planning and differentiation to meet student needs.

Gizmos

Gizmos simulations enhance learning experiences through interactive visualizations of math and scientific concepts that align with grade-level standards as well as the National Council of Teaching Mathematics (NCTM) guiding principles. Since Gizmos offers simulations that address similar concepts with differing levels of complexity, students can tackle rigorous applications of standards through different simulations when they are ready to progress. Teachers can browse Gizmos simulations by academic standard, Next Generation Science Standards (NGSS), or grade-level topic.

Teachers can find Gizmos curated lists, which help align instruction with the AP framework by listing out each College Board™ unit and offering suggested Gizmos lessons that cover topics within that unit. Additionally, certain STEM case studies include AP versions of lessons to target specific objectives and topics.

Gizmos simulations offer a complete set of instructional materials to support student learning and teacher instruction. All lesson materials can be used as-is, customized by teachers, viewed online, printed, or downloaded. Materials include the following:

- Teacher Guide that provides an overview of the lesson, learning objectives, vocabulary, suggested lesson sequence, suggestions for pre- and post-Gizmos lessons, mathematical/scientific background, and selected web resources; available in Microsoft Word or PDF
- Student Exploration sheet that guides students through multiple activities designed to give structure to the lesson and ensure students grasp the main concepts without diminishing their ability to explore the simulation on their own; available in Microsoft Word, PDF, or Google Doc (answer key only available in Word or PDF)

- Vocabulary sheet that presents the key language and concepts from the lesson; available in Microsoft Word or PDF
- Assessment quizzes (five multiple-choice questions for each lesson) that provide a check of understanding with immediate feedback for students and results reporting for teachers; quiz questions embedded in the Gizmos interface that can also be printed

Each Gizmos simulation focuses on a related set of skills or concepts, with three scaffolded activities at varied levels of complexity. The activities can be assigned one by one or together to cover the concept comprehensively. Typical lessons start with students engaging in an activity that helps them understand the variables and cause-and-effect relationships. Then, students are prompted to make predictions about new situations based on their prior experiments, after which they verify their answers. Teachers have the ability to customize lesson delivery to meet student needs.

In many cases, there are multiple Gizmos designed to teach similar topics. Teachers can use these varied lessons for differentiation, student choice, or reteaching. For example, ***Linear Functions***, ***Point-Slope Form of a Line***, and ***Points, Lines, and Equations*** both focus on topics related to linear functions, but with different standards and learning structures. Similarly, in ***Fraction Artist 1 (Area Models of Fractions)***, ***Equivalent Fractions (Fraction Tiles)***, and ***Fraction Garden (Comparing Fractions)***, younger students practice fractions by using different representations and contexts. Because Gizmos is available for grades 3–12, simulations cover similar topics at different levels. For example, the ***Pond***, ***Forest***, and ***Prairie Ecosystems*** simulations introduce younger students to various environmental concepts. At the high school level, students deeply explore the relationships within these ecosystems as they work through the ***Food Chain***, ***Coral Reefs***, and ***Rabbit Population by Season*** simulations.

STEM cases include an interactive Handbook that focuses on the underlying science concepts. Assessments within the cases (15–25 assessments ranging from quick checks for understanding to full lab reports) capture student achievement and progress in real-time as a “heat map,” giving teachers the ability to quickly address problem areas and plan differentiation. A Teacher Guide also provides an overview of the lesson, Scope and Sequence, and more.

In the ***Chemical and Physical Changes*** case study, students act as forensic scientists to investigate a crime scene and the evidence in an arrest by the Secret Service. Suspects are accused of counterfeiting coins from 1915 valued at \$50,000 each. Students learn about chemical and physical changes to recreate the methods used to make the coins as evidence for the trial.

Science4Us

Science4Us creates meaningful learning experiences by merging NGSS standards and literacy instruction. This interdisciplinary approach helps young students be prepared for future courses and learning opportunities. Reporting features enable teachers to track data on student usage and progress.

Educators can customize their instructional delivery for whole group, small group, or 1:1 learning. Benchmark, formative, and summative assessments help teachers deliver personalized reteach and

enrichment opportunities based on student performance. Lesson plans guide teachers through assessing prior knowledge, monitoring student understanding, and adjusting instruction based on embedded assessment results.

Reflex

In alignment with the NCTM guiding principles, Reflex builds fluency with basic facts in addition, subtraction, multiplication, and division. As a result, students are better prepared to demonstrate proficiency in state standards, math concepts from class, and standards tests. Teachers monitor fluency through visual graphs, grids, and fact-family pyramids.

Each session begins with a progress check that enables the system to measure the student's retention of previously learned facts. This data is combined with the response patterns exhibited by the student over prior sessions as well as those that will emerge during the current session. Reflex uses this data to customize instruction and game-based academic practice. The games require the students to answer the math facts while making increasingly complex and fast-paced decisions. Facts that the student shows difficulty with will result in different types of practice than those facts that are progressing smoothly. Analysis of progress across all facts enables Reflex to make effective and efficient decisions about the overall objectives for the current session.

Once the student has demonstrated consistent, fluent responses with a fact that they have been studying, Reflex begins a "certification" process that occurs over several days. The process examines the student's longitudinal performance under specific conditions, including the ability to successfully retrieve the fact from memory after extended periods without practice. This kind of mastery ensures that students' fluency is expected to be reliably maintained over time.

Reflex continues to periodically administer these certified facts in exercises and games for student monitoring. Should response patterns indicate a loss of automaticity, the system has several corrective actions to support learning, ranging from increasingly focused game-based practice to a return to explicit instruction.

Reflex can be used for targeted intervention with students who lack fluency skills required for grade-level proficiency, including students who are behind by two or more grade levels. Reflex incorporates daily pre-tests to guide individualized academic practice that can occur both inside and outside of the classroom.

Additionally, for students who demonstrate the need for additional challenge, Reflex targets daily lessons and practice on more advanced math facts. If students do not need remediation or additional practice, they continue moving forward and have the ability to choose practice games. Students can be given one of these three assignments in Reflex:

- Addition and subtraction 0–10
- Multiplication and division 0–10
- Multiplication and division 0–12

Reflex provides in-product reports that users can access at any time. Report data may be further customized using pre-defined filters such as time range. These filtered reports can be created and rerun but cannot be saved or stored.

Frax

Frax is broadly aligned to fractions standards for grades 3–5 and reflects the NCTM guiding principles. Teachers can monitor student progress with key fraction competencies by using the Core Understandings tab, and reporting shows high-level progress against math standards.

Teachers have extensive support for lesson delivery as well as the flexibility to customize online and offline activities. Offline activities can be edited through the digital files provided in the Teacher Guide, and the lesson materials can be used at various points in a class period depending on the teacher's preference and class needs.

The table below provides an overview of lesson materials that can be customized:

Lesson Material	Implementations options	Customizable features
Quick Checks	<ul style="list-style-type: none"> Exit tickets Classwork grades Pre-assessment Task cards in math stations Prompts for math discussions Homework assignments 	<ul style="list-style-type: none"> Printable or projectable questions
Offline Activities	<ul style="list-style-type: none"> Partners or small group format Class rewards determined by the teacher Student deliverables that can be written, presented, or recorded List of alternative or extension activities in the Teacher Instructions 	<ul style="list-style-type: none"> Editable activity presentation (slides) Editable task cards Digital or printable task cards Corresponding printable materials such as booklets and fraction models
Visual Resources	<ul style="list-style-type: none"> Number lines Fraction blocks 	<ul style="list-style-type: none"> Blank or labeled options to provide different levels of support Black and white or color-coded options

Reports can be printed to PDF and downloaded to Excel.

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

Each ExploreLearning solution has options to monitor usage and student engagement. In addition to the information below, we have included sample reports in [Tab 8 - Reporting and Monitoring](#).

Gizmos

Gizmos provides many opportunities to monitor student progress and understanding of STEM concepts. Each lesson incorporates informal assessment opportunities such as class discussions, student collaboration, extension activities, and questions on Student Exploration sheets. These open-ended activities reflect the purpose of the simulations, which is for students to apply their skills and explore connections. Numerical data is also provided based on usage, assessment questions, and completion of assignments.

Usage Data

- Displays the last login date, completed and opened activities, time spent, and average score
- Guides teachers in adjusting lesson pacing depending on student needs, since lesson materials are customizable and lesson plans provide options for implementation

Performance Data

- Displays all student responses in a grid format (and overall percentage) on one screen with color-coding to highlight correct and incorrect answers
- Enables teachers to provide detailed feedback for individual students by clicking on a student's name
- Shows which students have not finished the quiz and enables teachers to reset individual scores

The STEM Case lessons show an expanded data reporting view with a real-time heatmap highlighting student progress and achievement as they complete activities. Critical Thinking & Science Practices tags identify questions for enhanced progress monitoring on key skills, with tools for personalized feedback.

Science4Us

Science4Us includes automated, real-time reports to track student progress and participation. Since each lesson includes multimodal student-paced activities, dashboard icons symbolize the student's work within a module. Teachers can view individual activities and provide comments or notes on individual assignments.

Usage Data

- Includes information about student completion of activities and logins
- Provides information about students' time spent practicing skills in each domain: Inquiry, Physical, Life, and Earth/Spaces

Performance Data

- Shows progress with learning objectives met through module questions, notebook entries, and interactive activities
- Enables teachers to view individual notebook entries and scoreable exercises

Reflex

Reflex's data management system provides educators with comprehensive, up-to-date insights into student usage and progress, accessible anytime and exportable for analysis or conferencing. The system features a dashboard for quick class overviews, detailed individual student reports on fluency and growth, and group reports for planning differentiated instruction. With tailored access levels for district administrators, school administrators, and educators, Reflex ensures effective monitoring and support of student progress.

Dashboard Overview	Individual Student Data	Group Reports
<ul style="list-style-type: none"> Provides at-a-glance data for each class on usage, fluency, milestones, and rate at which students reach the Green Light status Empowers teachers to provide just-in-time support 	<ul style="list-style-type: none"> Displays current fluency achievements and fluency growth Tracks usage and fluency progress with analysis tools that compare data over time Supports MTSS or RTI models with continuously updated individual performance data 	<ul style="list-style-type: none"> Inform student groupings for differentiated instruction Determine how frequently and for how long students should work with Reflex Guide educators in planning reteach lessons and enrichment opportunities

Frax

Comprehensive teacher support materials and real-time reporting help educators quickly discover when students are struggling and how to help all students experience success. Frax student usage and progress reports that teachers can access at any time are filterable by multiple data fields. Dashboard overviews show key information on usage and progress, as well as alerts when key individual and group milestones are reached or if usage drops below recommended minimum levels.

Dashboard	Individual Reports	Group Reports
<ul style="list-style-type: none"> Provides at-a-glance information on usage and progress Allows educators to drill down into specific classes and students 	<ul style="list-style-type: none"> Provide details on a student's progress in missions and proficiency in standards Informs differentiation Can be exported and printed 	<ul style="list-style-type: none"> Provide real-time summary data for the class Identify struggling students as they actively work through instructional content Can be exported and printed

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.

ExploreLearning's digital solutions empower educators by providing innovative technology and comprehensive resources tailored to meet the unique needs of each student. ExploreLearning offers extensive implementation resources to support Henrico County Public Schools teachers in delivering impactful instruction and fostering student-centered learning environments.

Gizmos

Gizmos empowers students to figure out key relationships on their own: students become active learners rather than passive recipients of information. Students manipulate variables, generate and test hypotheses, and engage in extensive “what-if” experimentation using a “structured inquiry” approach. Teachers identify and assign Gizmos simulations based on alignment with a standard, topic or instructional goal. Each lesson provides a Teacher Guide, which outlines a systematic approach to teaching the material. The Student Exploration Sheet, also provided for each lesson, includes a variety of intensive, explicit activities that support the concept and skills. Typical Student Explorations start with students engaging in an activity that helps them understand the concept and see the results of their exploration. Then, students make predictions about new situations based on their prior experiments, using the Gizmos simulation to verify or revisit their thinking. These connections allow students to practice critical thinking as they apply what they've discovered to solve new scenarios and problems.

Using Gizmos in direct instruction helps students become active, engaged learners, even while the teacher is leading. Through real-world scenarios, age-appropriate analogies, simulated lab experiments, and dynamic data views, Gizmos helps students connect with what they learn. Lessons introduce concepts and variables through strategic questioning that prompts students to think critically and base their understanding on evidence. Teachers are not telling students what they need to know; they are showing them what they need to know and why it matters.

Science4Us

Both the online and offline components are designed with student involvement in mind. Every one of the more than 350 online games is interactive and student-centered. Students are prompted to answer questions and complete tasks that propel gameplay forward. From identifying a liquid or the proper direction of heat transfer to creating original drawings and labeling diagrams, Science4Us students are actively involved in their own learning.

The offline activities are varied, but most involve collaboration and classroom discussions. Students are also given different ways to deepen their understanding of science concepts through written response activities, such as poetry, journal reflections, experiment conclusions, expository essays, and more.

Reflex

With Reflex, students drive their own learning by going through their daily sessions. Students track their math fact fluency progress and usage goals, which reinforces motivation and hard work. Teachers have data tools to help with tracking and motivation, but the student goes through the session at their own pace, practicing the skills that they need to work on and choosing practice games that target their individual learning goals.

The following Reflex features support active learning and engagement:

- During coaching sessions, students prove they are ready for the games by typing and answering math facts from memory.
- Students practice until they have gone through each part of the session, earning the green light.
- Students choose their own fluency games.
- Customizable avatars and tree houses serve as rewards for efforts and fluency, allowing students to celebrate achievements.
- Class competitions promote consistency with time practicing math facts (earning the Green Light).

ExploreLearning offers many different tools for engaging students in active learning. The Reflex Engagement Kit has tools and ideas to build and maintain student enthusiasm for using Reflex and to help teachers encourage and drive good usage in their schools.

Frax

Frax incorporates game-based learning and hands-on resources to keep students engaged and actively involved in the learning process. Adaptive learning provides students with a personalized learning experience that scaffolds instruction based on their ongoing performance. The system increases rigor when students demonstrate they are ready for challenging applications.

The following features support individualized instruction and active learning:

- Students work through game-based missions at their own pace, and they are rewarded for their progress. Once they complete their assignments, students choose arcade-like review games in the Sector Review room.
- The adaptive technology provides real-time feedback as student complete their assignments.
- Offline activities include collaboration where students explain their thinking and solve problems. Students determine how to work together to solve puzzles and challenges.
- Students can choose students can choose fraction strategies by selecting different visual representations like area models (circles, rectangles), length models (number lines), or set models (groups of objects).

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

ExploreLearning products are accessible online 24/7 anywhere with an internet connection.

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.

District-wide purchases will be based on the total number of students in the district. The total number of teachers that may register per school is based on totals provided at the time of contract fulfillment.

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.

ExploreLearning products run on devices with the latest versions of Chrome, Microsoft Edge, Firefox, or Safari.

b. Maintain compatibility with listed browsers and future versions/updates/releases of the listed browsers for the contract.

ExploreLearning understands and complies with this request.

c. Only require standard browser plugins.

No plug-ins are required for ExploreLearning digital solutions.

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

ExploreLearning is taking concrete steps toward compliance with the important elements of the American with Disabilities Act. Part of these efforts is achieving alignment of our products and services with accessibility standards, including Section 508 and WCAG 2.0 and 2.1 A and AA criteria. Technologies and requirements are continually evolving, and compliance with accessibility standards is an ongoing process—not a simple, static, one-and-done exercise. As with all educational technology services and providers, some criteria in some accessibility standards may not be applicable to or currently supported within all of our educational products and services.

ExploreLearning's internal product design, development, and enhancement process incorporates considerations around accessibility throughout the product life cycle. We are committed to continued support of evolving WCAG standards and Section 508 of the Rehabilitation Act of 1973 as part of our

road map. As we implement product changes and enhancements, we take a careful approach to avoid unanticipated negative impacts on the effectiveness and functionality our customers rely on.

We passionately support the ultimate goal of making all products as accessible as possible and look forward to sharing more information as additional enhancements and/or new features are implemented.

To see an overview of each product's accessibility features, use the links below:

- Gizmos: [Accessibility Features in Gizmos](#)
- Reflex: [Accessibility Features in Reflex](#)
- Frax: [Accessibility Features in Frax](#)
- Science4Us: [Accessibility Features in Science4Us](#)

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

ExploreLearning products are delivered via the internet over wireless LANs and/or modems to the client's browser.

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

ExploreLearning products are easy to implement and use. Our sites are intuitive with well-labeled features and tools. Students and Teachers will both be at ease with the common web functionality.

Lesson materials provide clear instructions for teachers. In-product contextual and searchable help articles provide additional assistance when necessary.

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)

ExploreLearning products are accessible via a web browser on most Chromebooks, Macs, PCs, and mobile devices. Users can access ExploreLearning sites and login from anywhere they have internet service.

C. Integration and Reporting

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

ExploreLearning products are easy to implement and use.

Gizmos

Gizmos Registration Keys allow teachers to self-register and access the site. Once a registered teacher has created a class, they can enroll students. This can be done by providing students with a Class Code (unique to each teacher and class) to use on the ExploreLearning website. When enrolling for the first time, students will be prompted to create a username and password. After initial enrollment, students only need to log in and enter a class code to enroll in additional courses. Teachers can also manually enroll a student or students into a class. The teacher only needs to enter the student's first and last name; the system will generate a username and password automatically.

The total number of users is determined by the subscription license; however, there is no limit to the total number of concurrent subscribers who can log in to the Gizmos at once. Users can log in and access Gizmos from anywhere they have internet access.

The Gizmos site is intuitive to use. Features and functions are well-labeled and use common web functionality. Lesson materials provide clear instructions on how to use each Gizmo. In-product contextual and searchable help articles provide additional assistance when necessary.

Gizmos collects a minimal amount of information. Customer data is stored in our databases, which are maintained in dedicated servers housed in our secure Texas data center. Data that is collected is by virtue of student interactions with Gizmos and is exchanged via encrypted channels using HTTPS. See our privacy policy for more details: <https://apps.explorelearning.com/account/el/privacy>.

Science4Us

Science4Us Registration Codes allow teachers to self-register and access the site. Once a registered teacher has created a class, they can enroll students. This can be done via CSV student import file. Student Usernames will be determined by the teacher, and icon-based passwords will be automatically generated by Science4Us. Teachers can also manually enroll students.

The total number of users is determined by the subscription license; however, there is no limit to the total number of concurrent subscribers who can log in to the Science4Us at once. Users can log in and access Science4Us from anywhere they have internet access.

The Science4Us site is intuitive to use. Features and functions are well-labeled and use common web functionality. Lesson materials provide clear instructions on how to use each Science4Us Instructional Module or activity. In-product contextual and searchable help articles provide additional assistance when necessary.

Science4Us collects only the minimum amount of personally identifiable student data that is required for setup. We require student first name, student last name, and student identification number. Additional data, not specific to the student, is also required to complete system setup, including the teacher's first and last name, class name, grade level, and school name.

Data that is collected is by virtue of student interactions with Science4Us and is exchanged via encrypted channels using HTTPS. See our privacy policy for more details:

<https://apps.explorelearning.com/account/el/privacy>.

Reflex and Frax

After a teacher has created a class in Reflex and/or Frax, they can add students to the roster. This can be done manually or using a CSV file. Once a student is added, the teacher can set the student's assignment and print the login credentials for the student. Reflex and Frax also include an admin role (school and district) that allows the user to invite teachers and have their own distinct access rights.

Reflex and Frax are intuitive to use. For students, the experience is fully guided by characters and embedded prompts. Teacher and administrative features and functions are well-labeled and use common web functionality. In-product contextual and searchable help articles provide additional assistance when necessary.

Reflex collects student roster and response data related to their performance in the system. This data is stored in our databases, which are maintained in dedicated servers housed in our secure Texas data center. Data that is collected is by virtue of student interactions with Reflex and Frax and is exchanged via encrypted channels using HTTPS. Reflex and Frax utilize Amazon Web Services for disaster recovery failover. See our privacy policy for more details: <https://apps.explorelearning.com/account/el/privacy>.

Reflex and Frax system permissions ensure that only authorized users have access to data: students and their parents/guardians can see only their own data; teachers can see only their students' data; administrators can see only their district's schools' data.

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.

We support LTI, ADFS-Based SAML SSO, and Clever InstantLogin for secure single sign-on (SSO) capabilities. Our technical support staff works directly with district technology staff to ensure proper setup and integration of the district's system with our services. Once complete, our technical support staff is available via phone or email for ongoing troubleshooting related to the SSO integration. Our staff will refer clients to the district's approved technical contact(s) if we are unable to resolve the issue from our end.

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

We provide ongoing support for multiple integration options including those identified below:

- Single Sign-On (SSO)
 - LTI: Users access a Learning Management System (LMS) such as Schoology, Canvas, ClassLink, and Desire2Learn.
 - Clever Instant Login: Users access the Clever portal for SSO.

- ADFS-Based SAML (Reflex, Frax, and Gizmos Only): Users are authenticated through school/district identity provider. Examples: Windows Server, Rapid Identity, ADFS, LDAP.
- Rostering: ExploreLearning supports the ability to create district rosters for all products using OneRoster v1.1 CSV files, OneRoster API through Classlink, or Clever.

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.

Our solutions provide individual logins with appropriate user-based permissions. ExploreLearning applications log authentication events as well as performance and exceptions within each application. Logs are only accessible to restricted ExploreLearning staff.

All applications use a hierarchical access structure that ensures users only access the data relevant to their role. Users have permission-based access to information. All products have support for accounts of student, teacher, school admin, and district admin. In general, district administrators can see all information, and teachers can see all class information. Professional support staff can be granted product access as a teacher or administrator as deemed appropriate by the respective school.

Access is determined by the type of role a user has:

- Students can only access their licensed applications.
- Teachers can view and manage their active classes and roster lists.
- Administrators can see reports for classrooms or the school as a whole.
- District Administrators see reports for multiple schools in their region.

ExploreLearning applications log authentication events as well as performance and exceptions within each application. Logs are only accessible to restricted ExploreLearning staff.

We will provide usage data and exception reports by request.

Please see [Tab 8: Reporting and Monitoring](#) for an in-depth look at the various progress monitoring reports offered.

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)

We support LTI, ADFS-Based SAML SSO, Schoology, and Clever InstantLogin for secure single sign-on (SSO) capabilities.

b. SIF - Student Information framework

ExploreLearning products do not integrate with SIF.

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.

Clever provides two services of interest to ExploreLearning users: Roster Synchronization and InstantLogin (for single sign-on capabilities). We support InstantLogin, through which Clever users may be authenticated into accounts held by ExploreLearning systems.

ExploreLearning supports OneRoster v.1.1 and Clever rostering for large district contracts. ExploreLearning supports OneRoster. OneRoster uploads are done either through CSV files uploaded using SFTP to our servers or by using the OneRoster API through Classlink, which follows the IMS Global OneRoster standard. Clever uses a similar process but through an API.

ExploreLearning integrates with many LMS via LTI, and we also offer ADFS-based SAML and Clever InstantLogin SSO services.

Our technical support staff works directly with district technology staff to ensure proper set-up and integration of the district's system with our services. Once complete, our technical support staff is available via phone or email for ongoing troubleshooting related to the SSO integration. Our staff will refer clients to the district's approved technical contact(s) if we are unable to resolve the issue from our end.

Please note that OneRoster integration requires coordination with the district's IT department to set up data transfers and ensure proper delivery and implementation of quality data. There is no additional cost for this service. Implementation time will vary based on the size and quality of the data, in addition to district responsiveness.

d. File exchange to a vendor-supported SFTP server

We use secure FTP (SFTP) when accepting file uploads from school districts. All web traffic to our products uses the HTTPS protocol. Information is encrypted in transit between our data center and client machines (using HTTPS).

Data transfers occur once a day during off-hours (typically late at night). Exchange services are limited to roster import.

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

ExploreLearning provides comprehensive implementation support, including free technical and customer support offered in a variety of formats.

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

We are an IMS Affiliate Member. ExploreLearning systems are compliant with IMS Global LTI and OneRoster.

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.**

At ExploreLearning, we believe all students can have success in math and science—and have fun along the way! This commitment inspires us to work continuously toward enhancing the accessibility of our products to serve the needs of learners with disabilities.

ExploreLearning is taking concrete steps toward the goal of achieving alignment of our products and services with accessibility standards, including Section 508 and WCAG 2.0 and 2.1 A and AA criteria. Technologies and requirements are continually evolving, and compliance with accessibility standards is an ongoing process—not a simple, static, one-and-done exercise. As with all educational technology services and providers, some criteria in some accessibility standards may not be applicable to or currently supported within all of our educational products and services.

Some of our actions to enhance accessibility include:

- Establishment of an ExploreLearning governance group which is responsible for fostering alignment with accessibility standards and best practices.
- Augmentations to existing product review and design roadmaps to amplify focus on accessibility.
- Engagement with respected industry partners to better understand and prioritize development needs.
- Ongoing testing and review of our curriculum products.

Examples of recent accessibility improvements include:

- Adding text-to-speech features in Frax that allow students to hear on-screen text read aloud.
- Providing additional text-to-speech features on the Science4Us homepage to give students the option to hear homepage text or icons read aloud.
- Adding the option to disable sound and music with Frax games to allow students the option to limit audio.
- Enabling keyboard controls for Frax to support students that need to navigate without a mouse or touch device.
- Expanding keyboard controls in launched Gizmos to allow students to better navigate without a mouse or touch device.

ExploreLearning's internal product design, development, and enhancement process incorporates considerations around accessibility throughout the product life cycle. We are committed to continued support of evolving WCAG standards and Section 508 of the Rehabilitation Act of 1973 as part of our product road maps.

We are committed to continued support of evolving WCAG standards and Section 508 of the Rehabilitation Act of 1973 as part of our road map. ExploreLearning's internal product design, development, and enhancement process incorporates considerations around accessibility throughout the product lifecycle. As we implement product changes and enhancements, we take a careful approach so as to avoid unanticipated negative impacts to the effectiveness and functionality our customers rely on.

We passionately support the ultimate goal of making all products as accessible as possible and look forward to sharing more information as additional enhancements and/or new features are implemented.

To see an overview of each product's accessibility features, use the links below:

- Gizmos: [Accessibility Features in Gizmos](#)
- Reflex: [Accessibility Features in Reflex](#)
- Frax: [Accessibility Features in Frax](#)
- Science4Us: [Accessibility Features in Science4Us](#)

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.

ExploreLearning products are SaaS-based web services. Static content in Gizmos, including lesson materials, is hosted on Amazon Web Services. All other Gizmos content and ExploreLearning content for Reflex and Frax—including student and usage data—are hosted on ExploreLearning-hosted servers.

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

Student data is encrypted at rest and in transit. Data collected from student interactions with our products is exchanged via encrypted channels using HTTPS.

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

We are committed to enabling the accessibility of our services and protecting the privacy of website visitors. We collect a minimal amount of personally identifiable information (PII) for students and educators. We do not share PII or any aggregate information with third parties. We do not use PII for any commercial purpose except to support the school or school system in its efforts to educate its students. Our staff is not authorized to disclose student login information or usage information, and information regarding student login credentials is strictly controlled by the teachers.

- ExploreLearning's complete Privacy Policy can be found at:
<https://www.explorelearning.com/index.cfm?method=Controller.dspPrivacy>

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

There is no advertising in any ExploreLearning solutions.

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.

The total number of users is determined by the subscription license; however, there is no limit to the total number of concurrent subscribers who can log in to the site at once.

To ensure that we can meet the needs of our growing customer base, we regularly load test our server configuration and expand capacity as needed to meet current and projected future demands. We have millions of active users and can scale up to handle any number of users.

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.

ExploreLearning products do not support LDAP authentication.

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.

All customers work from the same version, as updates are pushed automatically to all clients via the web. ExploreLearning products are SaaS-based web services.

ExploreLearning continually improves and updates our programs based on new standards, new research, new technologies, changes in instructional practices and methods, and customer feedback. This includes not only enhancements to existing content, but also the release of new content and features.

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 Bandwidth

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

b. Firewall Protection

i. Cisco firewalls

c. Local Area Network and Wireless Infrastructure

i. All Schools/ Sites use either 1 Gbps or 10 Gbps fiber backbone connections between their MDF and IDF network closets.

ii. All Schools/ Sites use wireless access points capable of supporting WiFi 6 (IEEE802.11 ax) wireless standard and are connected at 1 Gbps, or greater, to multi-gig switches.

ExploreLearning products are delivered 100% online and do not require additional hardware or plugins for installation and use.

ExploreLearning products run on devices with the following recommended settings:

- **Devices:** ExploreLearning products are accessible via a web browser on most Chromebooks, Macs, PCs, and mobile devices
- **Web Browser:** The latest versions of Chrome, Microsoft Edge, Firefox, or Safari
- **Sound Capability:** Speaker or headphones available
- **Display Size:** 1024 x 768 or higher
- **Memory:** Due to the graphics-intensive nature of the systems, we recommend 4 GB of RAM for devices and a minimum of 2 GB.

The following are additional recommended, but not required, settings to improve user experience with Gizmos:

- **Video Card:** Support for WebGL. WebGL will not run on certain Chromebooks (about ten 3D Gizmos use WebGL). Use this link to check if your system supports WebGL: <https://get.webgl.org/>.
- **Display Size:** 1024 x 768 or higher. Due to the detailed, interactive design of Gizmos, we recommend a tablet screen size or greater for the optimal experience.

ExploreLearning products require minimal bandwidth. For best performance, a higher speed connection is recommended, enabling activities and embedded videos to load more quickly.

Our company uses market-leading firewalls, routers, switches and servers to run each online product. These devices are constantly monitored for issues. We also apply important upgrades and patches to each device to optimize processing and ensure security. All hardware is under warranty with the

manufacturers, and we have a strict policy to replace these components at the end of their warranty periods.

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.

Our professional development services team trains teachers to support students in math and science. We do so through the application of best-practice instructional strategies, tools, and resources to inspire and support educators in their use of ExploreLearning technology, maximizing their teaching potential and enhancing the way students experience mathematics and science. We will collaborate with the district to build successful, long-lasting implementations and support services. Our professional development offerings show educators how to augment core instruction with rigorous math and science learning standards-aligned instruction, enabling educators to leverage their existing resources to a greater capacity. These solutions forge new ways to explore and learn—building comprehensive, lasting foundations for students’ and educators’ success.

After the contract is awarded, our professional development manager will work with the district as soon as possible to schedule the initial training for each school. Additionally, ExploreLearning staff will be available to attend leadership meetings to provide an overview of the implementation overview.

The following chart outlines available professional development options:

Title of Services and Format	Duration	Activities per Day	Target No. of Participants
Introductory Webinar	90 minutes	One session	5–40 per session
Onsite Workshop	Up to six hours of instruction onsite	Up to four 90-minute sessions	5–25 per session
Full-Time Implementation Management	Annual contract	Varies by local, onsite needs	4000 per year
On-Demand Videos	2–10 minutes	Not applicable	No limit

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.

ExploreLearning has not at-present, nor in the last five years defaulted on any government contract, no government has terminated a contract with the ExploreLearning for cause in the last five years, and neither ExploreLearning nor any of its officers, directors, partners, or owners is currently barred from participating in any procurements by any federal, state, or local government body.

Tab 4 - Offeror Qualifications and Experience

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

ExploreLearning, based in Charlottesville, Virginia, was founded in 1998 by educators aiming to create captivating math and science instruction for K–12 students.

Since the beginning, we have designed digital solutions that combine research-based instructional methods with leading-edge technology to establish new pathways of learning for all students. Our development team of engineers, researchers, and experts in instructional design leverage technological advancements to support teachers in tackling tough-to-teach concepts.

Our goal is to provide educators with exciting, best-in-class digital learning that helps students reach their full potential. With ExploreLearning tools, teachers drive positive outcomes, and students achieve academic gains every day.



Seriously Fun Math and Science!

How ExploreLearning prepares implementation staff to offer exceptional support

Our goal is to make sure that teachers experience immediate and ongoing classroom success with ExploreLearning products. Therefore, ExploreLearning invests heavily in the preparation and ongoing professional development of our trainers through the following:

- The ExploreLearning implementation staff engages in a rigorous certification process designed to make them experts in providing training to teachers, coaches, and administrators.
- New instructors attend a two-day institute providing explicit instruction on the workshop sequence and the methods of instruction. Trainers participate in a model workshop, complete targeted learning activities, deliver a mock workshop, conduct structured reflection, and receive an evaluation.
- Once certified, implementation staff have access to ongoing support such as videos of exemplar workshops, observation opportunities, and mentors.
- Trainers are observed and mentored by senior professional development staff as they work with our partners.

How ExploreLearning connects trainers to schools for greatest impact

We strategically assign staff and consultants to work on implementation teams based on their backgrounds and experience. This includes regional experience, subject-matter expertise, or demonstrated achievement of goals similar to those of our customers. For long-term projects, final staff selection is always done in collaboration with our customers.

How ExploreLearning selects implementation team staff

To provide the highest quality of professional development to our customers, ExploreLearning recruits only the most qualified consultants to become instructors and presenters. In every case, our trainers and professional development providers meet the following minimum requirements:

- Have experience leading district administrators, principals, coaches, and teachers in the technical components of math and science standards
- Hold a degree in special education or general education, with a master's or doctoral degree preferred
- Demonstrate proficiency and experience with presenting, backed up by excellent evaluations and references
- Exhibit a successful track record of raising the achievement of struggling learners

The following team will be assigned to this contract with Henrico County Public Schools. [Resumes](#) can be found on the pages that follow.

ExploreLearning Personnel	
Josh Jones Account Executive	Josh joined ExploreLearning in 2017 and plays a crucial role in relationship development and customer satisfaction. He has successfully built and maintained primary relationships with key district contacts, including administrators and IT departments. His keen focus on customer service and strategic account management has made him a trusted partner in the education sector, driving significant growth and success for ExploreLearning.
Laura Chervenak Vice President of Customer Success	As the leader of Customer Success at ExploreLearning, Laura Chervenak supervises professional learning, implementation, customer health, and customer support teams. She joined ExploreLearning in 2010 and previously taught a variety of science courses to students in grades 9 to post-secondary. She has designed science curricula and professional development for class, laboratory, and online delivery.

ExploreLearning Personnel	
Pam Larson Director of Professional Development	Pam leads the development and delivery of professional learning opportunities in ExploreLearning customer districts. Her team of Implementation Managers partners with district administrators to develop implementation plans, provide appropriate support to reach district goals, and consult on the implementation's progress toward those goals.
Dawn Rowley Implementation Director	Dawn joined ExploreLearning in January 2010. She oversees professional learning, project management support services, and a team of Implementation Coordinators who support product implementation in the U.S. and Canada. Dawn is responsible for developing customer relationships, providing implementation guidance, and ensuring the professional growth of her team.
Erika Sims Professional Development Operations Manager	Erika has been with ExploreLearning for eight years. She joined ExploreLearning in May of 2009 as a Customer Service Associate. Erika will work with the district to facilitate professional development workshop planning and scheduling.
Kay Bennett Senior Implementation Manager	Kay joined ExploreLearning in February 2018. She collaborates with the Northeast sales team and districts to plan and support product implementation, focusing on professional development and district goals. Kay identifies certified instructors to model effective use of ExploreLearning programs and fosters relationships with instructional leaders to support renewals and expansions. She also monitors and analyzes data to ensure the programs improve student growth and achievement.
Skyler Musselman Customer Health Journey and Experience (New Business)	Skyler Musselman is a Customer Success Partner for the ExploreLearning Health Journey and Experience team. She collaborates with sales and professional development teams to onboard and support new customers. Skyler leads implementation calls to review subscription details, guide account setup, schedule professional development, and set implementation goals. She provides resources and conducts usage reviews to ensure customers meet their goals. Skyler is always available to answer product questions and assist with usage data, aiming to ensure a seamless start and successful implementation of ExploreLearning solutions.

ExploreLearning Personnel

Stephanie Smith Customer Health Journey and Experience (Renewal Business)	Stephanie Smith, who joined ExploreLearning in April 2024, is a Customer Success Partner known for her strong time management and organizational skills. She assesses client needs, schedules certified instructors, and ensures client satisfaction through follow-up messages. Stephanie collaborates with instructors, organizes PD events, and facilitates communication between clients and instructors. With a background as an educator for seven years and experience as a Customer Success Manager, she brings valuable skills in customer service, technology, and communication to her role.
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a. number of years they have been providing the services requested; and,

ExploreLearning has been creating innovative instructional solutions for science and math since 1998.

b. number of current customers your firm is providing similar services to those requested in this RFP.

ExploreLearning serves nearly 4,500 school districts across the United States in all 50 states and more than 80 countries worldwide.

ExploreLearning is part of Cambium Learning Group, which serves more than 30 million students and U.S. teachers across 95 percent of U.S. districts and more than 170 countries.

Resumes

Please see the resumes of the ExploreLearning staff on the pages that follow.

Joshua Jones

Account Executive

Phone: 866.882.4141 ext 333

Email: josh.jones@explorellearning.com

Professional Summary

Joshua Jones joined ExploreLearning in 2017. His role at ExploreLearning emphasizes relationship development and customer satisfaction, ensuring that all actions benefit both the customer and the company. Joshua has successfully built and maintained primary relationships with key district contacts, including curriculum and instruction administrators, district and building-level administrators, state-level department of education members, finance personnel, and IT departments.

Joshua's keen focus on customer service and strategic account management has made him a trusted partner in the education sector, driving significant growth and success for ExploreLearning.

Professional Experience

Account Executive

ExploreLearning, 2007–Present

Business Development Manager

Scitent, 2015–2017

Senior Account Executive

Cbeyond Communications, 2014–2014

Affiliate Marketing Manager

Plow & Hearth, LLC, 2012–2014

Director of Marketing

Bluegreen Resorts, 2004–2009

Sales & Service Trainer

1800 Flowers, 2002–2004

Education

Public Administration

James Madison University, 2001–2003

Liberal Arts

Piedmont Virginia Community College, 1999–2001

Laura M. Chervenak

VP, Professional Development

Email: laura.chervenak@explorellearning.com

Professional Summary

As the leader of Professional Development at ExploreLearning, Laura Chervenak supervises project managers and certified trainers for onsite and online professional development programs. She joined ExploreLearning in 2010 and previously taught a variety of science courses to students in grades 9 to post-secondary. She has designed science curricula and professional development for class, laboratory and online delivery. While serving as Director of GOAL Digital Academy, a K–12 online school in Ohio, Laura conducted professional development in technology integration. She is a member of the Adjunct Faculty at Ashland University in Ashland, Ohio.

Professional Experience

VP, Professional Development

Director, Professional Development

ExploreLearning, 2010–Present

Director

Science Teacher

GOAL Digital Academy, 2002–2010

Adjunct Faculty

Ashland University, 2000–Present

Science Department Chairperson

Science Teacher

Mount Gilead Exempted Village School District, 1997–2004

Education

Coursework Requirements for Administrative Certification

Ashland University (2003)

Master of Science in Anthropology

University of Wisconsin (1996)

Bachelor of Arts in Zoology

Ohio Wesleyan University (1990)

Certifications, Honors, and Awards

Certifications:

- **National Board-Certified Teacher in Adolescence and Young Adulthood/Science;** National Board for Professional Teaching Standards (2001)

Awards:

- **Governor's Award;** State of Ohio (2001)
- **Honorable Mention;** National Science Foundation (1991)

Pam Hancock Larson, MEd

Director, Professional Development

Email: pam.larson@explorellearning.com

Professional Summary

Pam Hancock Larson began with ExploreLearning in June 2007 and currently serves as the Director of Professional Development. This position requires her to oversee several aspects of support services that relate to initial and ongoing district program implementation support, as well as professional development support for all program grants and pilots. She participates in and monitors the progress of each managed implementation to ensure strong collaborative relations with districts and ExploreLearning partners (professional development, sales, marketing, and development) in order to support instruction that will improve student growth and achievement.

Pam manages a highly qualified team of implementation managers across five area regions, who provide focused implementation support to school districts in the United States, Canada, and 26+ other countries. She also manages the solutions specialist team whose focus is on pre-sale activities and an instructor manager who oversees the instructor program for a cadre of trainers. In addition to developing customer relationships and providing implementation guidance and support, she is responsible for the staffing and professional growth of the implementation managers, the solution specialists, and the instructor manager. She oversees the development and maintenance of job-embedded professional learning and supports external opportunities for employee professional and personal growth.

Pam has direct responsibility for monitoring and reviewing professional development design and development. She makes regular updates to workshops and webinars, ensuring that districts have high-quality learning opportunities toward the goal of optimizing client satisfaction and renewal. As a member of the professional development leadership team, she is responsible for contributions to the department's strategic plan and budget.

Professional Experience

Director, Professional Development

Senior Regional Manager, Professional Development-Midwest

Regional Manager, Professional Development-West

Online Course Administrator, Professional Development

Certified Trainer, Independent Contractor

ExploreLearning, 2007–Present

Adjunct Professor

College of Charleston, June 2010

Science Teacher, Middle and High School

Chairperson, Professional Development

Tarkio R-I, 1998–2007

Education

Master of Education in Science Education

Northwest Missouri State University, 2005–2008

Bachelor of Science in Science Education

Bachelor of Science in Medical Technology

Northwest Missouri State University, 1977–1983

Certifications, Honors, and Awards

Certifications:

- **Better Conversations;** Jim Knight (2018)
- **Situational Leadership II;** Ken Blanchard Companies (2017)

Awards:

- **ExploreLearning Professional Development Leader of the Year** (2019)
- **ExploreLearning Sales Team Contribution Award** (2013)
- **ExploreLearning Customer Expansion Award** (2011, 2012, 2015)
- **ExploreLearning Customer Loyalty Award** (2011, 2012, 2013, 2014, 2015)

Dawn B. Rowley, MBA

Implementation Coordinator, Director

Email: dawn.rowley@explorellearning.com



Professional Summary

Dawn Rowley joined ExploreLearning in January 2010 and currently serves as the Implementation Coordinator, Director, in the Professional Development department. This position requires her to oversee aspects of professional learning and project management support services that relate to initial and ongoing direct customer product implementation. She manages a highly qualified team of Implementation Coordinators who provide focused implementation support to ExploreLearning product customers in the United States and Canada. She participates in and monitors the progress of each Implementation Coordinator managed implementation to ensure strong collaborative relations with customers and ExploreLearning partners (PD, Sales, Marketing, and Development) that will improve student growth and achievement.

In addition to developing customer relationships and providing implementation guidance and support, Dawn is responsible for the staffing and professional growth of the Implementation Coordinator team. She oversees the development and maintenance of job-embedded professional learning and supports exterior opportunities for employee professional growth.

As a member of the Professional Development department leadership team, she is responsible for contributions to the department's strategic plan and budget.

Professional Experience

Implementation Coordinator Director, Professional Development
Implementation Coordinator Manager, Professional Development
Implementation Coordinator, Professional Development
ExploreLearning, 2010–Present

Independent Contractor
ExploreLearning, 2007–2010

Education

Master of Business Administration
Georgia Southern University (2017)

B.S. Mathematics

Clemson University (1983)

Certifications, Honors and Awards

Certifications:

- **Certificate of Mastery, Project Management Professional:** LearnSmart, 2015
- **Situational Leadership II:** The Ken Blanchard Companies, June 2017
- **StrengthsQuest:** Gallup, February 2013
- **Managing Virtual Teams:** Roeder Consulting, April 2013

Awards:

- **Leader of the Year:** ExploreLearning, January 2019

Erika Sims

Operations Manager, Professional Development

Email: erika.sims@explorellearning.com

Professional Summary

Erika Sims joined ExploreLearning in May 2009. She has held various positions during her tenure with ExploreLearning and currently serves as the Professional Development Operations Manager—reporting directly to the Vice President of Professional Development. Erika’s position requires her to manage and maintain procedural documentation and support the efficiency of the department in ExploreLearning’s instance of the Salesforce CRM system. She is responsible for communicating process improvements, streamlining system advancements to ensure that they support all department members in varying roles, and reporting on department scheduling progress and milestones. Erika manages the highly qualified team of Professional Development Coordinators, across five area regions. Each region has one to two PD Coordinators who provide professional development scheduling support to customers in the United States, Canada, and more than 26 other countries. In addition, Erika oversees responsibilities including maintaining the daily operations of each region and supporting ExploreLearning regional Implementation Managers, Implementation Coordinators, Certified Instructors, Sales Executives, and customers.

Erika is directly responsible for maintaining the Professional Development Department’s operations within Salesforce, preserving the procedural integrity of the department, developing professional and personal growth opportunities for the Professional Development Coordinators, and supporting a structurally flexible Professional Development Coordinator team that is capable of handling ever-changing regional and customer needs.

Professional Experience

Professional Development Operations Manager, Professional Development Department
Professional Development Coordinator, Midwest Region, US
Customer Service Supervisor, Customer Service Department
Customer Service Associate, Customer Service Department
Cambium Learning – ExploreLearning (May 2009–Present)

Education

Bachelor of Arts: English and African American Studies, Double Major
University of Virginia, College of Arts and Sciences (2004)

Certifications, Honors, and Awards

Certifications:

- **StrengthsQuest:** Gallup, February 2013
- **Managing Virtual Teams:** Roeder Consulting, April 2013
- **Certificate of Mastery, Project Management Professional:** LearnSmart, 2015
- **Situational Leadership II:** The Ken Blanchard Companies, June 2017

Awards:

- **Leader of the Year:** ExploreLearning, January 2019

Kay Bennett

Implementation Manager

Email: kay.bennett@explorellearning.com

Professional Summary

Kay Bennett joined the ExploreLearning Professional Development team in February 2018. She currently serves as the implementation manager for Northeast accounts. In this position, she partners with the Northeast sales team to plan, coordinate and support product implementation through frequent communication, district visits and professional development. She collaborates with districts to develop an implementation plan that includes district goals for professional development. Additionally, she identifies high-quality, certified instructors to model effective use of ExploreLearning digital programs in classroom and virtual settings. Kay fosters positive relationships with math and science instructional leaders, laying the groundwork for the renewal and expansion of implementations of Gizmos, Reflex, Science4Us, and Frax. She has direct responsibility for monitoring and analyzing data to support identified district goals. She establishes additional support for teachers to use ExploreLearning digital programs with fidelity to improve student growth and achievement. In addition to supporting school districts and the sales team within the Northeast Region, Kay also collaborates with cross-functional teams to monitor and support implementation strategies that contribute to ExploreLearning's professional development division's goals, objectives, and projects.

Professional Experience

Implementation Manager – Midwest, Professional Development

Implementation Coordinator – Northeast, Professional Development

Cambium Learning – ExploreLearning, 2018–present

Secondary Mathematics Coordinator

Williamsburg James City County Public Schools, Virginia 2014–2018

Mathematics Coach/Specialist

Gloucester County Public Schools, Virginia 2011–2014

Williamsburg James City County Public Schools, Virginia 2008–2011

College of William and Mary – Tidewater Team to Improve Middle School Mathematics 2007–2008

High School Mathematics Teacher

Williamsburg James City County Public Schools, Virginia 2005–2008

Education

Master of Arts in Administration and Curriculum

Gonzaga University, 1995

Bachelor of Science in Education

University of Wisconsin, 1986

Certifications, Honors, and Awards

Certifications:

- **Postgraduate Professional License – Mathematics;** Virginia Department of Education
- **Postgraduate Professional License – Math Specialist for Elementary and Middle Education;** Virginia Department of Education

Awards:

- **Most Valuable Team Player – Northeast Area Team;** ExploreLearning, 2019
- **Flanagan Mathematics Innovation Grant;** \$5,000 grant, 2015

Presentations:

- **Presenter – Learning Forward Annual Conference**
 - Preparing Students to Think Globally, 2015
- **Presenter – National Council of Teachers of Mathematics (NCTM)**
 - Rtl in Middle School – Ready to Instruct!, 2014
 - Parlez-vous Math?, 2014
 - Bridging the Gap: Transitioning from Elementary to Middle School Math, 2012
- **Presenter – College of William & Mary Mathematics Education Day**
 - Notice and Wonder to Make Mathematics Connections, 2016

Skyler Musselman

Customer Success Partner

Phone: (866) 882-4141 x2170

Email: skyler.mussleman@explorellearning.com

Professional Summary

Skyler Musselman serves as a Customer Success Partner for the ExploreLearning Health Journey and Experience team. She works closely with the sales and professional development teams to onboard and support new customers as they implement ExploreLearning programs. Skyler leads various implementation calls with the ExploreLearning team and individual customers to review subscription details, guide account setup, schedule professional development, and set individualized implementation goals. The information gathered during these customer-facing calls helps her provide relevant resources and conduct usage reviews with feedback to ensure customers stay on track and meet their goals throughout the duration of their subscription. Additionally, Skyler is always available to answer product and support questions and assist customers with their usage data. As a Customer Success Partner, Skyler's goal is to ensure that customers have a seamless start and receive the necessary support for the successful implementation of ExploreLearning solutions.

Professional Experience

Customer Success Partner

ExploreLearning, May 2023–Present

K–12 Educator

Chesterfield County Public Schools, 2019–2022

K–12 Educator

Fluvanna County Public Schools, 2010–2019

Education

Bachelor of Arts and Science in Elementary Education

Longwood University (2010)

Stephanie Smith

Customer Success Partner

Phone: (713) 816-2599

Email: stephanie.smith@explorellearning.com

Professional Summary

Stephanie Smith joined ExploreLearning in April of 2024 and currently serves as a Customer Success Partner. Stephanie demonstrates strong time management and organization skills as she serves clients. Her responsibilities include assessing client needs, scheduling certified instructors, and ensuring client satisfaction post-PD events through follow-up messages. Stephanie's duties encompass collaborating efficiently with certified instructors, scheduling PD sessions and creating assignments, and offering necessary assistance to clients, instructors, and team members. Additionally, Stephanie is responsible for preparing client data, organizing PD events, and facilitating communication between clients and instructors.

Stephanie provides a strong background in Education as she served as an educator for 7 years prior to this position. After leaving education, Stephanie served as a Customer Success Manager at Fiverr. As a person with both experience in Customer Success and education, Stephanie also brings customer service, technological skills, communication best practices, and the means necessary to coordinate and schedule events for ExploreLearning.

Professional Experience

Customer Success Partner

ExploreLearning (April 2024–Present)

Customer Success Manager

Fiverr (2022–2024)

First Grade Teacher

Wetherbee Elementary School, Orange County Public Schools (2015–2022)

Education

Bachelor of Arts in Elementary Education

St. Edward's University, College of Education (2013)

Certifications, Honors, and Awards

Certifications:

- **Business Fundamentals for Customer Success Managers;** LinkedIn Learning (2022)
- **Customer Success Management Fundamentals;** LinkedIn Learning (2022)
- **Professional Educator's Certificate;** Florida Department of Education (2019–Present)
- **Texas Educator Certification;** Texas State Board of Education (2019–Present)

Tab 5 - Instructional Requirements

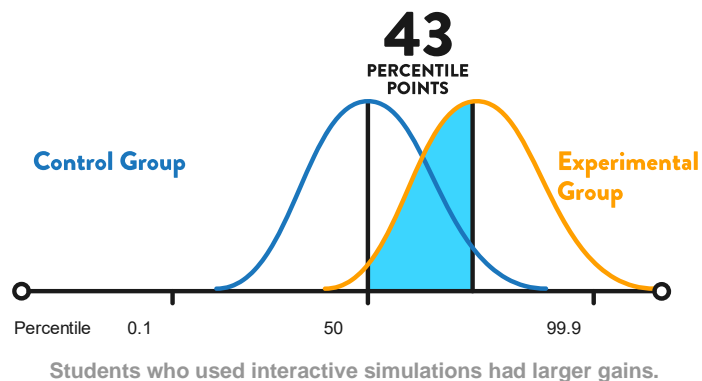
In this tab, Offerors shall provide, at a minimum, documentation demonstrating that they are regularly engaged in providing program options that include specific research-based, digital tools that are geared toward supporting learning experiences with high quality digital content products used to support 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.

ExploreLearning, LLC is known for its innovative educational technology products designed to enhance learning in math and science. The product research base is built on rigorous, evidence-based strategies to ensure effectiveness and positive student outcomes.

ExploreLearning Solutions Research Base

Gizmos Research Base

Gizmos leverages an inquiry-based approach to learning, proven to be highly effective in building conceptual understanding in math and science. Research has consistently shown computer simulations such as Gizmos to be powerful tools for improving student outcomes.



Further, several instructional techniques that make up the Gizmos lesson framework have a strong positive impact on student achievement.¹

Using manipulatives to explore and apply new knowledge:

Simulations are powerful instructional aids because they enable active, hands-on exploration of abstract concepts. Research has shown that computer-based manipulatives are even more effective than physical objects, in part because they can dynamically link multiple representations together.

- For instance, the ***Slope-Intercept Form of a Line*** simulation gives students a dynamic graph of a line, along with its equation, $y = mx + b$. Students can use selection sliders to change the values of

¹ExploreLearning, "Research Summary ExploreLearning Gizmos: The Research Behind Our Program," <https://gizmos.explorelearning.com/research/research-behind-gizmos>.

m and b and visualize how these changes affect the line. Or, they can manipulate the line itself and see the values of m and b change. By seeing the connections between an equation and a graph in real time, students can figure out what each value in the slope-intercept form of a linear equation means. A table of (x, y) values provides a third representation. When students understand how these three representations are connected, they become better problem-solvers and can evaluate their own work.

Generating and testing hypotheses about new knowledge:

Students learn best when they are active learners, figuring out connections and testing their hypotheses. This is especially true when students receive intentional support through a guided inquiry model.

- The Student Exploration sheet provided with each Gizmos simulation guides students through each step. Lessons are broken out into scaffolded activities, with opportunities for students to record, analyze, and reflect on the actions they perform and how the manipulative responds.
- For example, the **Digestive System** simulation allows students to arrange the organs of the human digestive system in any configuration, then measure how well different nutrients are digested and absorbed. Students test out their hypotheses about the function of each organ and optimize its placement in the system. At the end of the lesson, students compare their systems to the actual human digestive system.

Representing new knowledge in graphic/non-linguistic formats:

Research in cognitive psychology indicates that our brains store knowledge using both words and images. Instruction that engages both of these systems has been shown to significantly increase students' comprehension and retention.

- The Gizmos library covers hundreds of topics in math and science with interactive visual models.
- For example, in the **Phases of the Moon** simulation, students have two viewing panels. One cycles through the phases of the moon and their respective names. The other shows the moon revolving around the earth and reflecting different amounts of sunlight based on its position. Together, these visuals help students understand why the moon appears differently as it moves through each phase.

Supporting application of new knowledge:

Research shows that students learn effectively when they attempt to apply concepts to new situations.

- The Gizmos Student Exploration sheets offer a thoughtful range of activities designed to help students apply concepts with increasing independence.
- The **Graphing Skills** simulation, for instance, allows students to create graphs based on data tables (and vice versa). Graphs range from very simple line and bar graphs to more complex scatter plots and pie charts. Students learn how data gets transferred from a table to a graph and then

practice applying the skill to new types of graphs to see how the formats represent data in varied ways.

Community Partnership

ExploreLearning connects science explorations to real issues facing communities, helping students see how science relates to their lives and contributes to their well-being. With Gizmos STEM Cases, students learn about how new concepts connect to meaningful problem-solving, developing a more expansive idea about *who* conducts science and *why*. The initiative, called the STEM Pros Collab Crew, brings people in STEM careers and representatives from community-based organizations into the development process for creating new STEM cases. The partnership model helps ExploreLearning ensure that new virtual lessons authentically represent relatable community challenges and engage students in realistic applications of science and engineering practices. Through this collaboration, ExploreLearning develops STEM cases that capture both the content and the real-world experiences of professionals working in the field. The following recently added STEM cases were developed through this program:

- **“River Detective: The Case of the Missing Shad”**: As a member of the citizen scientist group River Watch, students use science tools and methods to monitor ecosystem health, then design a solution to boost the population of the James River American Shad fish.
- **“Smelling in the Rain: Designing Solutions to Improve Air Quality”**: Students act as a respiratory physiologists, exploring and mitigating air pollution.
- **“Sound Off, Please!: Designing Solutions to Reduce Noise Pollution”**: Students act as acoustic engineers, investigating acoustic science to cut through noise pollution and find peace.
- **“Beat the Heat: Tackling Urban Heat Islands Using the Science of Energy”**: Serving as a city’s Chief Heat Officer, students examine urban heat islands and apply energy principles to cool down cities.

Science4Us Research Base

As the focus on STEM education and careers increases, educators strive to provide well-rounded science instruction that builds students’ conceptual understanding while preparing them for future demands. Science4Us prepares young learners for long-term success in STEM by using proven instructional methods that develop their early enthusiasm, curiosity, and skills in math and science.

The importance of science instruction in the early elementary grades:

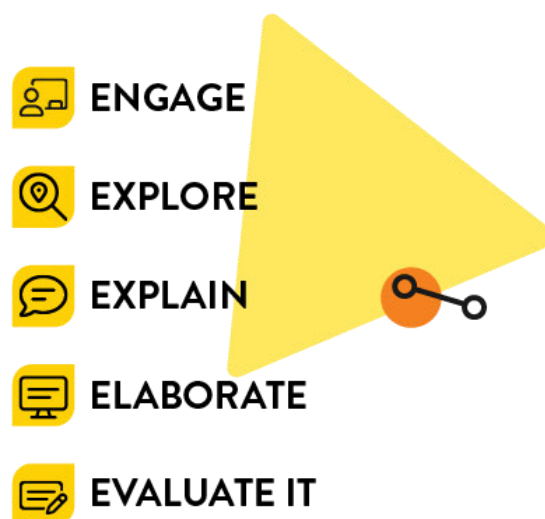
- Research has been conducted to understand achievement gaps in science proficiency for U.S. elementary and middle school students. Students who enter grade K with low levels of general knowledge demonstrate low performance in science courses: 62% were struggling in grade 3, and even by grade 8, 54% showed continued signs of struggling to achieve science standards. These

studies suggest that early intervention, such as high-quality science instruction in the primary grades, is necessary to close these gaps.²

- The benefits of focusing on early STEM education go beyond just science classes by increasing vocabulary, problem-solving, and abstract thinking. The National Science Teachers Association (NSTA) confirms that learning science and engineering practices in the early years is essential for students to progress through K–12 science coursework while building the confidence they need to succeed.³
 - Science4Us offers developmentally appropriate, varied lessons that guide students to understand foundational concepts while practicing scientific methods and thinking. Helping early elementary teachers balance a wide range of instructional imperatives, lessons can be completed in as little as 10 minutes and thoughtfully incorporate literacy and math for a multidisciplinary solution that optimizes class time.

The research-based 5E approach to science instruction:

- The 5E Instructional Model provides research-based instruction that encourages active learning environments where students collaborate to solve problems and investigate new concepts. The 5E model encourages students to question, observe, analyze, and draw conclusions. Each phase prompts students to think differently. It's a constructivist model with prior knowledge as a bridge to comprehend and integrate new concepts. This framework is proven to enhance student science assessment scores, improve students' attitudes toward science, and even increase student reading scores.³
 - Science4Us is built on the principles of the 5E model, around which each instructional unit is structured. Students receive explicit instruction on vocabulary and core concepts, with opportunities to apply and practice what they learn. They reflect on their learning through notebook prompts and hands-on activities.



² Paul L. Morgan et al., "Science Achievement Gaps Begin Very Early, Persist, and Are Largely Explained by Modifiable Factors," *Educational Researcher* 45, no. 1 (January 1, 2016): 18–35, <https://doi.org/10.3102/0013189X16633182>.

³ National Science Teachers Association, "National Science Teachers Association (NSTA) Position Statement: Early Childhood Science Education," January 2014, http://static.nsta.org/pdfs/PositionStatement_EarlyChildhood.pdf.

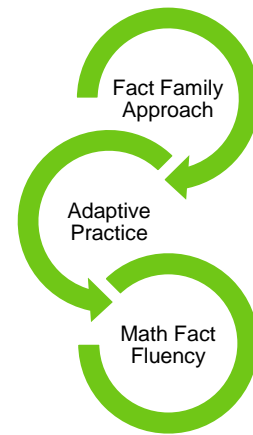
³ Rodger Bybee et al., "The BSCS 5e Instructional Model Origins Effectiveness And Applications," BSCS, January 1, 2006, http://bscs.org/sites/default/files/media/about/downloads/BSCS_5E_Executive_Summary.pdf.

Reflex Research Base

Reflex uses research-based instructional approaches combined with adaptive, game-based technology to provide a fun, engaging, and effective tool for developing math fact fluency.

The Importance of Math Fact Fluency:

- Extensive research and efficacy studies have demonstrated the critical role of math fact fluency in elementary school mathematics and beyond as well as its correlation to performance on standardized tests.⁴
 - Once a student has mastered math facts, they can move through difficult math problems more easily with more time and mental energy for critical thinking.
- Research shows that two key math competencies—fluency with math facts and the ability to determine the missing value in an open sentence—are predictive of students' scores on high-stakes achievement tests.⁵
- Rigorous standards and guidelines have prioritized math fact fluency as a core objective of elementary mathematics education:
 - Common Core Standards for Mathematics
 - National Math Advisory Panel's Core Principles of Math Instruction
 - National Council of Teachers of Mathematics (NCTM) Curriculum Focal Points and Guiding Principles



Research-based Strategies in Reflex:

- The fact family approach utilized by Reflex also promotes an early understanding of the commutative property and the relationships between addition and subtraction and multiplication and division. These skills provide a good foundation for algebraic operations students will learn later.
- Reflex is highly adaptive and individualized so that students of all ability levels have early and ongoing success.
- Students are rewarded for both their effort and progress toward automaticity, encouraging a growth mindset.

⁴ Andrew Isaacs and William M. Carroll, "Strategies for Basic-Facts Instruction," *Teaching Children Mathematics* 5, no. 9 (May 1, 1999): 508–15, <https://doi.org/10.5951/tcm.5.9.0508>.

⁵ Olinger Stevens, "Mathematics Curriculum Based Measurement to Predict State Test Performance: A Comparison of Measures and Methods," n.d., <https://eric.ed.gov/?id=ED552593>.

Frax Research Base

National assessments consistently show that large numbers of students struggle with fractions from grade 3 onward, effectively reducing their academic and career opportunities. Fortunately, a growing body of academic research identifies why math often stops making sense for students when they encounter fractions. Frax incorporates evidence-based methods like length models and number lines to prevent misconceptions shown by research to be most challenging to grasp.

The following chart links the research behind fractions instruction and the importance of fractions skills with the Frax approach, which helps all students understand fractions and acquire the skills needed for future math courses.

What research says about fractions instruction	Frax Solution
Numerous studies show that many students tend to think of fractions as two separate whole numbers rather than as a single number. ⁶ This is called whole number bias and it leads to fundamental errors in comparing fractions, understanding fraction equivalence, and fraction arithmetic.	Students learn that fractions are just like other numbers —they have predictable names and locations on the number line, and they can be compared to each other. Students learn by doing, completing scaffolded activities to incrementally internalize the understanding that fractions are numbers.
Interventions with a strong focus on fraction magnitude improve fraction arithmetic performance compared to traditional methods. ⁷ When students don't understand fraction magnitude, they are unable to do even the most basic reasoning about addition.	Frax helps students develop an understanding of fraction magnitude (size) , which in turn allows them to reason with and about fractions in various contexts and evaluate their own work. Students work extensively with length models and number lines to interpret, represent, compare, order, and estimate fractions.
Research shows that fractions should be taught using number lines—the most powerful and important representation for fractions instruction. In fact, “several interventions that focused on building fraction magnitude knowledge using number lines yielded better learning than regular school curricula.” ⁸	Frax uses the number line as the central representational tool through guided, game-based interactions. Frax gently introduces number lines as students progress and extensively practice all the subskills required for understanding.

⁶ Yujing Ni and Yong-Di Zhou, “Teaching and learning fraction and rational numbers: the origins and implications of whole number bias,” *Educational Psychologist* 40, no. 1 (2005): 27-52, https://doi.org/10.1207/s15326985Sep4001_3.

⁷ Lynn S. Fuchs et al., “Improving at-risk learners’ understanding of fractions,” *Journal of Educational Psychology* 105, no. 3 (2013): 683-700, <https://doi.org/10.1037/a0032446>.

⁸ Jing Tian et al., “Learning Improper Fractions With the Number Line and the Area Model,” *Journal of Cognition and Development* 22, no. 2 (March 1, 2021): 305–27, <https://doi.org/10.1080/15248372.2021.1890603>.

Reflex and Frax Together

The math foundations developed in elementary school are critical keys for advanced student success. Math fact fluency frees up students' working memory (and it's one of the strongest predictors of standardized test performance), and fractions proficiency significantly impacts understanding of algebra and advanced math.

But, if students struggle with these core skills, the elementary math timeframe becomes even more critical to increasing achievement with evidence-based practices. When students lack baseline math knowledge, teachers often get caught in an endless cycle of catch-up or remediation, leaving little to no room for their autonomy and creativity to shine in the ways they trained for.

**Grade-Level
Proficiency 2.5x
More Likely with
Reflex and Frax**

Powerful new educational research provides evidence of Reflex and Frax's efficacy in supporting struggling students' academic growth to reach grade-level proficiency. The two-year longitudinal study examined a cohort of 807 students in a large, suburban school district. 78% of students were economically disadvantaged, and all students scored two or more years below grade level in math at the start of grade 2.

Researchers evaluated differences in math standards performance and learning outcomes from fall 2021 to spring 2023 using diagnostic math benchmark assessment scores administered at the beginning and end of the academic years. The results reveal the significantly positive impact of Reflex and Frax on student achievement.

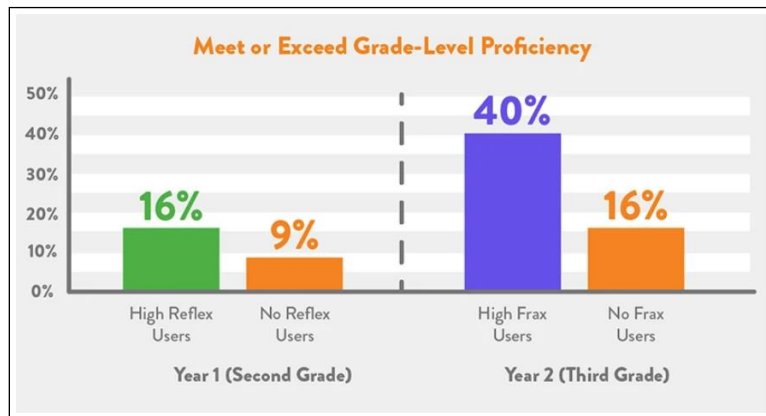
Key finding: Reflex usage in 2nd grade leads to 11 percentile point gain

Researchers found that 2nd-grade students improved by an average of 11 percentile points when they frequently used Reflex—the adaptive and individualized math fact fluency program—while non-users only improved by an average of 5 percentile points. The students who used Reflex were also significantly more likely to meet or exceed on-grade-level proficiency by the end of second grade than non-users (16% vs 9%).

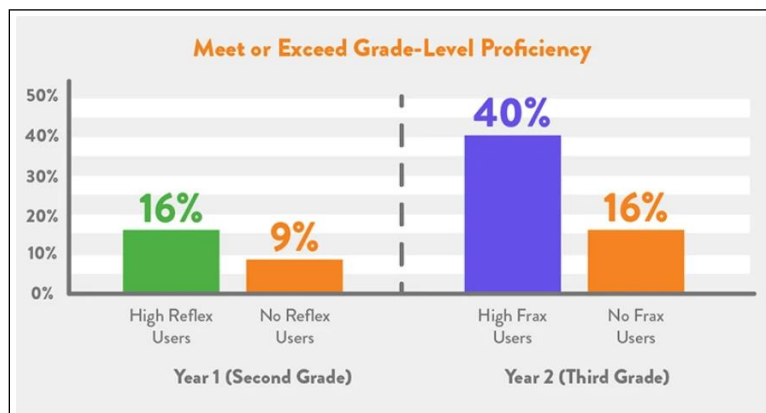
Key finding: Reflex and Frax users more likely to reach grade level proficiency by the end of 3rd grade

The same 2nd-grade students who used Reflex advanced to 3rd grade and used Frax, the game-based and research-driven tool for learning fractions. **Data revealed that when students used both Reflex and Frax, they were 2.5x more likely to meet or exceed on-grade level math proficiency by the end of 3rd grade (40%) compared to non-users (16%).**

Meet or Exceed Grade-Level Proficiency



Math Test Percentile Gains for Reflex and Frax Users versus Non-Users



The greater impact of Reflex and Frax

In less than two years, researchers observed that the combination of Reflex and Frax helped a significant number of learners who struggled in math meet or even exceed grade-level proficiency standards. These findings underscore the power of Reflex and Frax to increase math achievement in a short amount of instructional time. But the positive gains aren't only for students. When learners achieve grade-level proficiency, teachers are empowered to teach in ways that only they can do best. Educators can extend math learning through classroom discourse, projects, and advanced work that simply wouldn't be possible without students' firm grasp of foundational concepts.

Needs of All Students

ExploreLearning solutions are designed to present information in multiple ways to meet the needs of all students.

Gizmos

Gizmos is designed to reach a wide range of learners by providing a challenging, personalized learning experience for all students.

- With detailed graphics, vocabulary sheets, and customizable student lessons and activities, Gizmos can help address the challenges that English Language Learners face.
- Gizmos has rich visuals and virtual models to support student understanding, allowing for multiple modes of representation, discussion, pictures, graphs, and writing.
- Gizmos is available in English; however, a number of Spanish- and French-language lessons and supporting lesson materials are available. There are over 300 Gizmos with French language lessons and over 200 Gizmos in Spanish. Schools may customize any lesson materials by translating with translation tools available online.

ExploreLearning strives to make Gizmos an accessible learning solution that helps all students feel successful. Here are a few key considerations for accessibility:

- Gizmos strives to be keyboard accessible, such as using 'Tab' to move forward, 'Spacebar' to toggle, or arrows to navigate dropdown options and sliders.
- Gizmos simulations use minimal text and automatically resize to the best fit for a screen, making most text easy to read.
- Gizmos does not use repeated flashes.
- Many parts of Gizmos, but not all, have contrasting colors.
- Time-based responses are rarely used in Gizmos, and users can repeat and try again.

Science4Us

Early elementary is a time where young students are naturally inquisitive. Science4Us' lesson materials provide students of all learning styles to build on prior knowledge and communicate scientific content.

- Using multiple modes of representation (e.g., discussions, pictures, models, writing, graphs, songs, videos, art projects, hands-on investigations and experiments, etc.) students connect concepts and vocabulary to real-world experiences and background knowledge.
- Words and sentences have voiceovers that include instructions and hints.
- Lesson materials are designed with a wide range of learners in mind, so teachers can choose activities to assign to each student. Teachers can offer challenge questions and extension activities targeted to gifted learners.

- With concepts listed within a module in sequential order, teachers easily identify advanced content and assign students activities that are slightly elevated to best align with individual student needs and talent.
- The glossary includes audio and written translations available in the following languages: English, Spanish, Haitian-Creole, Portuguese, Vietnamese, French, Arabic, Chinese, Russian, Tagalog, and Urdu.

Science4Us lessons are designed for pre- to emerging readers; therefore, much of the content is delivered through images. The text that is included is read aloud for students in most scenarios. Here are a few of the other accessibility features:

- Science4Us games do not rely on the use of color to navigate games.
- Audio directions can be repeated in games using the 'ear icon.'
- Timing of responses is not required.
- Alt text is provided for images.
- Text-to-speech is available on the student's dashboard.

Reflex

Reflex is intensive, explicit, and systematic by design—all aimed at accelerating student learning. The solution is effective with struggling students, as well as with any students needing practice with math facts. Likewise, advanced students are able to move at a pace suitable for their skill level.

Reflex is highly individualized, continually monitoring each student's ability and adapting to what each student knows. This personalized experience optimizes learning, providing an effective and efficient path to fluency. The sophisticated Reflex data engine ensures that students always solve math facts tailored to their needs.

- Reflex has been shown to work with students at all levels, including students in special education, students with disabilities, English Language Learners (ELL), and any student who needs extra math fact fluency practice.
- As an RTI solution, Reflex serves students at all intervention tiers and helps them succeed.
- Reflex is available in English, Spanish, and French. All spoken words for each language are available via closed captioning and the entire system can be used successfully without sound.

Reflex has many accessibility features, such as the following:

- Reflex is very visual with minimal text.
- Reflex keyboard controls have an on-screen focus to support students who need to navigate without a mouse or touch device.
- Closed captioning is available for voiced audio, and students can turn it on or off.
- Audio and music are optional.

- Reflex measures keyboard entry speed at the beginning of each student's sessions to differentiate the expected time the student will take to respond to questions.

Frax

Frax is an adaptive digital solution that delivers different levels of support to different students depending on what they need to progress. This makes it effective for special populations like students receiving special education services.

- This adaptivity steers each student on a personalized journey by continuously scaffolding instruction based on how they interact with the fractions instruction.
- Every student's learning path is 100 percent unique to their skills and abilities, cultivating a customized learning experience for each student.
- Frax usage was statistically significantly related to positive achievement for low-achieving students and students on free and reduced lunch.

Much of the Frax experience is composed of text responses to math problems without dependence on shape, size, location, orientation, or sound. Frax also has Keyboard Navigation features as an alternative to a mouse:

- Tab: Engages the navigation and moves between sets of buttons, entry boxes, menus, missions, activities, rooms, items, HintBots, GuideBots, etc.
- Arrow Keys: Moves between options in a set, such as the "Sound," "Music," and "Fullscreen" buttons within the top menu button set or games in a mission
- Space or Enter: Acts as a mouse click to activate a selected button

Professional Development

ExploreLearning products empower school leaders to support teachers and students; ensure successful implementation; and make informed decisions using detailed data on usage and performance. Between the resource hub, training options, and ExploreLearning staff, districts and schools have a wide range of resources that help them make the most of our learning tools.

Data

Administrator accounts and reports provide information about individual classrooms and students, schools, and districts. Filters and dashboard views simplify data management by focusing on specific categories.

- Detailed reports (students, classes, schools) and visual progress overviews
- Teacher usage reports to evaluate implementation progress and make support decisions (such as identifying teacher leaders who can support the school community or selecting professional learning)

- Data tracking to support SPED programs and students in RTI
- Data tracking that guides student placement from year to year
- Parent accounts, letters, and / or reports that keep parents informed of key account details and milestones

Supporting Instruction

With the breadth of teacher support resources and lessons that engage students in meaningful experiences, ExploreLearning products help educational leaders ensure that high-quality instruction is happening in classrooms across their schools and districts. Our products provide interactive learning for student-driven instruction, with features that allow for classroom flexibility and provide guidance for differentiation.

- Flexible design that can be used before or after school, during study hall, and to supplement instruction in class
- Embedded differentiation to guide teachers as they support students of different learning styles and students who need individualized support
- Alignment guidance for supporting common core and state standards as well as AP courses or higher-level courses
- Student-driven, adaptive lessons allow teachers and support staff to work with groups or individual students
- Easy-to-implement materials for substitutes or new teachers
- Professional development with options for in-person or asynchronous learning and opportunities for teachers to self-select their own training

Gizmos Professional Learning

Gizmos professional development offers a structured approach to integrating technology into the classroom. Teachers start with introductory workshops to learn the basics of using Gizmos. They then move on to advanced courses that strengthen pedagogy with proven teaching strategies. Finally, systematic support courses help build ongoing implementation plans, including lesson modeling and coaching. ExploreLearning provides continuous support through dedicated Implementation Managers to ensure long-term success.

Through Gizmos professional development courses, teachers learn best practices for modeling Gizmos instruction and planning effective lessons that support content standards. They work with experienced ExploreLearning instructors, either individually or in small groups, to integrate Gizmos into their classrooms. Teachers also learn to align Gizmos with district pacing guides, understand and apply the Standards of Mathematical Practice, and use inquiry-based methods in both math and science. The courses cover strategies for using Gizmos to teach the Next Generation Science Standards, incorporating crosscutting concepts, and using the Claim, Evidence, and Reasoning (CER) framework to enhance scientific literacy. Additionally, teachers explore the 5E Instructional Model, differentiate instruction, and utilize new Gizmos features. They also learn to facilitate STEM Cases, monitor student progress, and

customize their teaching approach using Gizmos. Overall, these courses aim to enhance teachers' instructional practices and improve student engagement and understanding.

More than just product training, Gizmos professional development supports teachers in identifying and integrating best practices in math and science instruction. Workshops include pedagogical strategies, modeled instruction and coaching, development of pacing guides, and other practical activities designed to help drive instructional change in the classroom.

Teachers and administrators have access to complimentary on-demand, live online, or onsite professional development each year, based on the annual Gizmos subscription level. Additional professional development days and courses are also available at an extra cost.

For long-term success, we recommend a series of professional development experiences that will help implementations excel. These learning opportunities include a combination of introductory workshops to give teachers the time and confidence they need to integrate new technology into instruction. Educators learn the basics of how to use Gizmos and what the simulations will help accomplish in the classroom with Introduction to Gizmos and Expanding the Gizmos Experience.

Introduction to Gizmos Workshop

This workshop is designed to prepare teachers to use Gizmos immediately in their classrooms. It introduces the major features and functions of Gizmos and shows teachers how they can look in their classrooms. An experienced Gizmos instructor models a math and science lesson with Gizmos so that participants can identify and deconstruct best teaching practices. Teachers use this information to begin planning exemplary lessons with Gizmos for their students. Participants will learn about the following:

- How to navigate Gizmos
- How to customize the teacher homepage and learn to enroll students
- Approaches to integrate Gizmos into classroom instruction
- Research-based teaching strategies to use with Gizmos
- Creating standards-based lessons incorporating Gizmos

Additional workshops build off the general practices learned in introductory workshops—allowing educators to deep-dive into topics focused on teaching strategies, content development, and more.

Introduction to STEM Cases Workshop

STEM cases interactive case studies place students in the role of STEM professionals tasked with solving real-world problems. In this workshop, teachers complete a STEM case in a modeled lesson and reflect on the role of the teacher during students' experimentation. Teachers review student results heatmap reports and learn how to effectively monitor student progress throughout each simulation.

Participants will learn about the following:

- STEM cases and how they work
- How to facilitate learning using one of the real-world cases
- How to effectively monitor student learning using the results heatmap
- Modifying instruction based on formative assessment data

What's New with Gizmos Workshop

This refresher workshop provides teachers with a look at new features and new simulations and STEM cases that they can use in classroom instruction. In this webinar, the instructor models a whole class lesson with a new Gizmos and demonstrates at least two others.

Participants will receive the following information:

- New features that improve the Gizmos experience
- A modeled lesson with a newly-published Gizmos simulation
- Sources of information about new Gizmos

Expanding the Gizmos Experience Workshop

This workshop helps teachers develop a deeper understanding of how to integrate Gizmos into their curriculum and effective uses of whole-group and small-group instruction. It shows teachers how to get the most from the Gizmos lesson materials by making these intentional instructional decisions. The instructor models best practices for using Gizmos in a whole class setting as well as a small group setting. Teachers work individually or in small groups to integrate best teaching practices with Gizmos into their curriculum.

Participants will accomplish the following:

- Understand the similarities and differences between whole group and small group instruction, and effective ways to utilize each method to improve student learning
- Learn to incorporate Gizmos into collaborative classroom discussions, cooperative learning, and situations where students are constructing arguments supported by evidence
- Develop customized lessons by modifying Gizmos lesson materials

Higher-level workshops instruct teachers in using proven teaching strategies and help drive instructional change. They offer a variety of options to help teachers use different instructional models and approaches on troublesome topics to support student learning and differentiation in the classroom. This includes inquiry-based learning and lesson planning, the 5E Instructional Model (Engage, Explore, Explain, Extend [or Elaborate] and Evaluate), and meeting new practice standards. Educators can choose from these workshops to strengthen pedagogy, as well as learn strategies for creating a strong culture of math and science:

- Teaching for Understanding in Mathematics: Inquiry in Math from Fractions to Functions
- Mathematical Practices and Gizmos: Engage in the Practices Everyday

- Troublesome Topics in Elementary, Middle, and High School Math
- Teaching Scientific Inquiry with Gizmos
- Teaching with the 5E Model in Science
- Engaging in Argumentation from Evidence
- Using Gizmos with Science and Engineering Practices
- Support Investigating and Critiquing Scientific Practices with Gizmos
- Applying Sense-Making Scientific Practices with Gizmos

Further, support services and project management programs help develop successful ongoing implementations over time. Build a strong implementation with planning support, pacing guide alignments, classroom lesson modeling, coaches' workshops, and more. See our website for more details about the above currently offered courses www.explorelearning.com/pd.

Science4Us Professional Learning

ExploreLearning offers a range of professional development courses to help teachers integrate Science4Us into their instruction. These workshops, available both onsite and via webinar, provide teachers with the confidence and skills to navigate the program, plan engaging lessons, and support literacy and problem-solving skills. Teachers learn to effectively utilize Science4Us tools, incorporate them into various instructional settings, and develop customized lessons. The courses also cover the 5E Instructional Model, combining hands-on activities with Science4Us resources to enhance student engagement. Additionally, teachers explore frameworks like KLEWS and CER to infuse literacy into science lessons, supporting scientific investigations and developing student understanding. Overall, these professional development offerings aim to enhance teachers' instructional practices and improve student learning outcomes.

To help implementations excel, we recommend a series of professional development experiences that will support both the integration of Science4Us into instruction and the use of data and reports that shape high-quality K–2 science instruction.

We recommend that all new instructors who will be implementing Science4Us attend the Introduction to Science4Us webinar. For instructors who have already gone through the introduction webinar, we recommend these workshops to delve deeper into Science4Us instruction: Using Science4Us as the Foundation for Science Instruction, K–2 Learning and the 5E Instructional Model, and KLEWS to Building Explanations in Science.

Introduction to Science4Us Workshop

Start strong with this introductory workshop, delivered either onsite or via webinar. This course will give teachers the time and confidence they need to integrate Science4Us into their instruction. Teachers will learn how to navigate the system, the key components of a Science4Us instructional module, and how Science4Us lessons can look in their classrooms. Teachers then spend some time planning Science4Us lessons for their students.

Participants will:

- Learn to navigate the website.
- Enroll their students and assign an online activity.
- Utilize a variety of teaching strategies in their lessons.
- Plan engaging science lessons that build problem-solving skills and support literacy.

Using Science4Us as the Foundation for Science Instruction

This workshop helps teachers develop a deeper understanding of how to integrate Science4Us into their curriculum. The course shows teachers how to get the most from the Science4Us lesson materials by making intentional instructional decisions as they design a lesson plan. In the workshop, the instructor models best practices for lesson planning using Science4Us. Teachers work individually or in small groups to integrate best teaching practices with Science4Us into their curriculum.

Participants will:

- Effectively utilize Science4Us tools for K–2 instruction to improve student learning.
- Learn to incorporate Science4Us into a variety of instructional settings.
- Develop customized lessons by modifying the Science4Us resources.

K-2 Learning and the 5E Instructional Model

Participating teachers will be able to effectively use Science4Us in the context of the 5E Model for science instruction. The workshop combines Science4Us hands-on activities with other Science4Us resources to enhance student engagement and understanding. Participants discuss the 5E instructional model and its benefits. The instructor demonstrates how Science4Us can be used in the context of each of the 5 Es.

Participants will:

- Understand the 5E Instructional Model.
- Learn best practices for using Science4Us within any of the phases of the 5E model.
- Plan science lessons using the 5 Es and Science4Us, and share lesson ideas with colleagues.

KLEWS to Building Explanations in Science

This workshop will help teachers investigate ways to effectively infuse literacy into science lessons with Science4Us. Participants explore the use of the KLEWS and CER Frameworks to construct scientific explanations through experimentation and by visually connecting claims and evidence. The instructor demonstrates lessons that use the models to support scientific investigations.

Participants will:

- Understand the KLEWS and CER frameworks for use in the science classroom.

- Learn best practices for using Science4Us to incorporate literacy into lessons.
- Explore the use of key literacy skills to develop student understanding of science concepts.

Along with on-demand professional development videos, teachers also use the Science4Us embedded videos and lesson plans that guide and support elementary educators to teach K–2 science lessons confidently and effectively.

Embedded teacher support includes:

- Session guides that explain the pedagogical importance of each session, the roles of the student and the teacher, and the best way to plan and deliver each daily science lesson.
- Teacher guides that explain the objective for students and provide a step-by-step implementation guide for the lesson including recommended teaching strategies.
- Teacher Explain resources include:
 - Background knowledge teachers will need to lead a lesson with confidence and fidelity
 - Common misconceptions to help students avoid
 - Best practices for extending the knowledge into students' daily lives
 - Cross-content connection awareness
 - Ideas for integrating literacy and math strategies

Reflex Professional Learning

Our live, instructor-led online webinars help teachers make the most of all the tools and features in Reflex. The professional development webinars guide teachers, administrators, and parents on effectively using Reflex to build fact fluency. Teachers learn to create classes, manage assignments, and review progress reports while understanding the importance of math fact fluency and conceptual understanding of fractions. They also explore the phases of a Reflex session, how to support students, and how to use Reflex with Frax to build conceptual understanding. Reflex also offers sessions for administrators and teachers, which cover topics specific to their role. Administrators focus on designing implementation plans, building recognition programs, and utilizing reports to encourage student success. Parents learn to set up accounts, monitor their child's progress, and understand the significance of math fact fluency. Overall, the webinars provide comprehensive training to ensure successful implementation and support for students using Reflex.

To help implementations excel, we recommend a series of professional development experiences that will support both the integration of Reflex into instruction and the use of data and reports that shape high-quality math programs.

We recommend all new instructors who will be implementing Reflex attend the Introduction to Reflex webinar. For instructors who have already gone through the introduction webinar, we recommend Delving Deeper into Reflex Data. For administrators that will be supporting Reflex, we recommend Building Success with Reflex for Administrators webinar.

Introduction to Reflex Workshop

This 90-minute workshop will get teachers up and running using Reflex with their students and provide insight into progress monitoring and reporting. These webinars can be scheduled at the district's convenience. Instructors learn the definition of math fact fluency, how to assess whether students are ready for a math fact fluency regimen, how the Reflex system helps students achieve fact fluency, and how they can monitor and assist in that process. Through this workshop, instructors become prepared for their main role—to provide student support for success—once Reflex is implemented. Ultimately, Reflex “runs itself” once teachers have student accounts active. In this webinar, teachers will:

- Understand the importance of math fact fluency.
- Learn to create classes and manage student assignments.
- Review group and individual reports showing usage and progress.

Delving Deeper into Reflex Data Workshop

This 90-minute workshop offers experienced Reflex users (with six to eight weeks of data to utilize) the opportunity to ask questions about the basics of Reflex, but the bulk of the training will be in reporting features. Teachers will learn to examine their student data more deeply. The instructor will guide teachers to a more thorough analysis of the reports and the custom filters that are available within those reports. The workshop will conclude with a discussion of effective recognition strategies and the processes for promoting and graduating students. Participants will:

- Examine group and individual reports to identify student progress or issues.
- Design a recognition program to encourage student effort and progress.

Building Success with Reflex for Administrators

This 45-minute webinar helps the busy Reflex administrator to get the most out of Reflex. Administrators will learn how to manage the Reflex implementation and support students and teachers as they build a successful implementation. The instructor will go over the variety of reports available in Reflex, beginning with school-level reports and drilling down all the way to individual student reports. Administrators will learn what to look for in the reports and how to use the information to manage a successful implementation. All workshops are available as webinars (recommended) but can also be delivered onsite upon request. Administrators will:

- Explore reports for teachers, administrators, and students.
- Examine the correlation between high usage and high growth.
- Share ideas for incentive programs that encourage all students to be successful.

Back to School with Reflex

Prepare for the school year and learn best practices for setup, student engagement and report monitoring. In this webinar, teachers will:

- Set up classes, enroll new students and promote current students.
- Review report monitoring and best practices.
- Share implementation successes and challenges.

Soaring to New Heights with Reflex

Learn to design an implementation plan and explore ways to recognize student progress in Reflex in any classroom. In this webinar, teachers will:

- Design an implementation plan for their classroom.
- Build a recognition program to encourage student effort and progress.
- Identify engagement ideas for motivating students.
- Utilize reports to assist in planning a recognition program.

Elevating School Engagement with Reflex

Administrators learn how to set goals and create strategies to help students meet Reflex requirements and utilize the product to its fullest potential. In this webinar, school administrators will:

- Design an implementation plan for their school.
- Build a schoolwide recognition program to encourage student effort and progress.
- Create engagement ideas for motivation students.
- Utilize reports to assist in planning a recognition program.

See our website for more detail about the above currently offered courses:

<https://www.reflexmath.com/pd>

Frax Professional Learning

Our live instructor-led online webinars help teachers make the most of all the tools and features in Frax. Teachers will learn the importance of students having a conceptual understanding of fractions and how Frax's approach differs from traditional methods. The sessions cover practical aspects like creating classes, adding students, managing assignments, and reviewing progress reports. Teachers also learn how to support student learning with the Teacher Guide, Mission Debrief Questions, and Captain's Checkpoints—features that help students process their learning and verbalize their thinking. For those that have both Reflex and Frax, a webinar guides teachers to incorporate Reflex with Frax in order to build students' math fact fluency. Overall, the webinars equip teachers with the knowledge and tools to effectively use Frax in their classrooms.

To ensure successful implementation, we recommend a series of professional development experiences that support the integration of Frax into instruction as well as the strong use of data and reports to shape high-quality math learning. We recommend that all new instructors who will be implementing Frax begin with the Introduction to Frax session.

Introduction to Frax Workshop

The Introduction to Frax workshop is designed to enable a teacher to get students up and running with Frax immediately, and to effectively monitor progress and coach students towards conceptual understanding of fractions. In this workshop, teachers review a sample Frax mission and identify the pedagogical methodologies used. They learn to import student accounts, create assignments, and monitor student progress. Teachers gain a foundational understanding of how to support students with the Frax, including how to use of offline activities.

Participants will:

- Understand the importance of students gaining conceptual understanding of fractions and not just memorization of processes
- Identify the differences between traditional methods for teaching fractions versus the Frax pedagogical approach, and how to support students using Frax
- Learn to create and add students to classes as well as manage students' assignments within Frax
- Review individual and group reports that show usage and progress through fractions standards

Taking Frax Offline

Dig deeper into the offline resources that support student learning with Frax, including the Teacher Guide, Mission Debrief Questions and Captain's Checkpoints. The Take Frax Offline session is designed to assist experienced Frax users with utilizing the resources effectively in their classroom.

In this webinar, teachers will:

- Understand the use of the Teacher Guide, Mission Debrief Questions and Captain's Checkpoints
- Review each section of the Teacher Guide to prepare for supporting students during the missions
- Learn to guide students as they process their learning and verbalize their thinking
- Experience two Captain's Checkpoints from a student's perspective
- Understand how to utilize Captain's Checkpoints to reinforce student learning and application of fraction knowledge

More information on professional development offerings for Frax can be found here:

<https://www.fraxmath.com/support/professional-development>.

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.

Our Partnership: With a consistent focus on inquiry and standards-based instruction, ExploreLearning's professional development team helps teachers take confident first steps toward long-term success with Gizmos, Reflex, Science4Us, and Frax. As we seek to be a partner in building exemplary math and science programs for schools and districts, we go beyond product training—our professional learning experiences support teachers in identifying and integrating best practices in instruction. Our goal is to help teachers gain a deep understanding of high-quality, research-based math and science instruction and build their own skills to create the best learning experiences for all students.

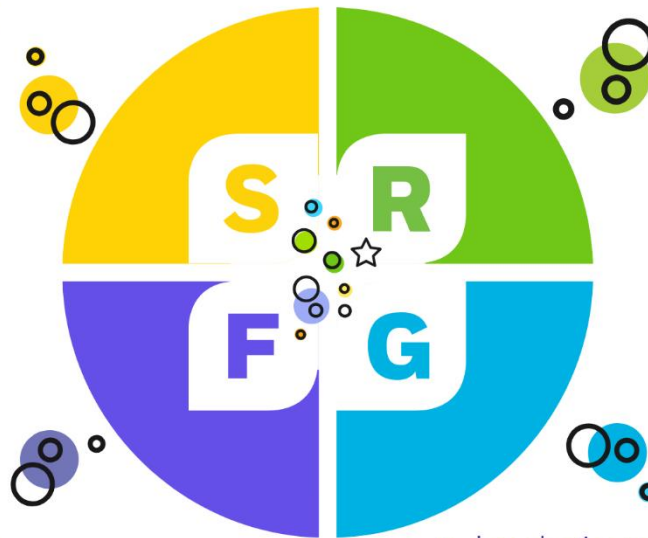
Our Experience and Expertise: Our professional development team consists of trainers who are former educators. They deliver webinars and onsite initial and ongoing workshops. The team ensures educators have the tools necessary to successfully use our services, and these consultants work with schools to suggest strategies to maintain and strengthen the use of the programs once implemented. ExploreLearning trainers provide all the training for Gizmos, Reflex, Science4Us, and Frax rather than a train-the-trainer model. Our professional development team members are located in client regions throughout the United States and Canada to serve our customers' needs. Annually, our team schedules and conducts more than 4,000 events for more than 49,000 teachers.

Our Options: We provide implementation services and ongoing support to a worldwide customer base. Customizable professional development, implementation services, and ongoing support elements might include introductory and higher-level workshops to strengthen math and science pedagogy, as well as coaching and workshops to build systemic support: planning support, pacing guide alignments, and classroom lesson modeling. Teachers and administrators have access to on-demand, live online webinars, or onsite professional development each year based on annual subscription level. Additional professional development days and courses are also available at an extra cost, as are project management options. Phone, email, online customer service, and technical support are provided on a complimentary basis to all subscribers.

Complimentary Professional Development Catalyzes Your Success With Workshops Like...

- Introduction to Science4Us
- Using Science4Us As a Foundation for Science Instruction
- K-2 Learning and the 5E Instructional Model

- Introduction to Reflex
- Delving Deeper Into Reflex Data
- Building Success With Reflex For Administrators



- Introduction to Frax
- Taking Frax Offline
- Introduction to Reflex and Frax

- Introduction to Gizmos
- Teaching Scientific Inquiry With Gizmos
- Teaching For Understanding In Math

b. Describe in detail the proposed data exchange solution.

We provide User Interface (UI)-based reporting services. Exchange services are limited to scheduled roster imports and updates.

We offer large accounts the ability to upload OneRoster v1.1 .csv files, upload via OneRoster API through Classlink, or upload via Clever. The rostering functionality will place users into schools and provision users into classes.

Our roster integration service is based solely on regular uploads of complete rosters. Additions/changes/deletions are detected based on deltas between uploads.

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 several soft limits on accounts.

ExploreLearning has a soft limit on the total teachers that may register per school based on totals provided at the time of contract fulfillment. It also has a default soft limit on the number of classes (6) and number of students (40 per class) that each teacher may have. ExploreLearning can adjust, as appropriate.

Teachers may be rostered to multiple schools, provided all schools are within the same subscription. Students are rostered to a single school, however, they can be assigned to multiple classes within a school subscription.

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

ExploreLearning creates interactive, standalone STEM solutions. Our products are designed as standalone systems, but we do support content linking with LTI or external access to our products. Partners using a Learning Management System can include links to product websites.

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.

N/A; ExploreLearning products are not hosted on the district premises. Our products are 100% online and hosted by ExploreLearning.

f. If the system is available to be hosted as Software as a Service (SaaS), the offeror shall describe:

ExploreLearning products are SaaS-based web services.

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.

ExploreLearning products are 100% web-based and hosted by ExploreLearning.

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.

ExploreLearning products are deployed on servers and equipment owned and operated by Cambium Learning and are supported by multiple application servers in a clustered environment, with failover support to like application servers as well as mirrored database servers. The computational needs of each app are monitored and set to exceed the expected peak load for the school year. Databases are spread across multiple highly available clusters that are monitored and over-provisioned in terms of memory, CPU, and storage. To ensure that we can meet the needs of our growing customer base, we regularly load-test our server configuration and expand capacity as needed to meet current and projected demands. We have millions of active users and can scale up to handle any number of users.

Our applications log authentication events. We also log Denial of Service and Distributed Denial of Service events for further investigation. We monitor application performance and generate alerts for problems that could be caused by a security event. We have a written Incident Response Process that includes notifying affected educational agencies within 72 hours of a confirmed security breach. In this case, we will collaborate closely with how the district wants to handle the communication to its parents and teachers and any law enforcement agencies that need to be informed.

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

Data collected from student interactions with our products is exchanged via encrypted channels using HTTPS. Our products use asymmetric encryption, so there is no risk of side channel attacks or key holders. We use secure FTP when sharing files with school districts.

Student data is encrypted at rest and in transit.

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

Our products are ISO-27001 certified. Please see our certification documentation located in the [Appendix](#). We do not do SOC 2 audits.

Some of our basic practices include the following:

- All user accounts require a unique username and password to gain access to our online systems; these accounts are managed by the district.
- All student data is segregated into user accounts, which can only be accessed by authorized teachers and administrators; district data is segregated logically within our databases so that there is never unauthorized access between districts, teachers, and students.
- We leverage a third party to conduct ongoing application security testing.
- Our online products make use of the HTTPS protocol so that private information being transmitted over the internet is not intelligible.
- Our online products are all contained in a tier 4 enterprise data center located in the United States.
- We implement physical security to all computing equipment at its data centers through an access control list managed by the CTO; all computing equipment is housed in a dedicated, secured cage.
- We own and operate all of the servers required to operate our online products; these servers are not shared with any other service providers.
- Our enterprise data centers include redundant internet connections and redundant power supplies.
- We use firewalls to limit the kinds of traffic allowed into its enterprise data centers.
- We conduct periodic security vulnerability scans and systematically remediate any vulnerabilities exposed; this is done with industry-standard vulnerability scanning tools.
- We scan all online applications looking for known vulnerabilities and remediate any findings.
- We conduct daily backups of all servers and databases, including offsite backups managed by a third-party information security provider.
- We have a rigorous employee onboarding and off-boarding procedure where access to database assets are formally granted and revoked respectively; access is only granted to employees who need access to support the online products as we ascribe to the principle of least privilege.
- We implement student data privacy training for all employees and contractors who access our network.
- We employ a third-party company to conduct both COPPA and FERPA compliance audits.

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

Our solutions are scalable and adjust to changes in demand or performance. ExploreLearning products are deployed on equipment owned and operated by Cambium Learning in a clustered server environment.

Our application architecture supports high availability and good response times using load balancers which hand off customer traffic to multiple application servers. Backup recovery is tested weekly for data recovery. We also run clustered database servers with failover support such as mirrored database servers. Databases are spread across multiple highly available clusters that are monitored and over-provisioned in terms of memory, CPU, and storage.

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

For web users, there is an initial download that will require that they transfer up to 4.5 megabytes (MB) of data. Once that is loaded, the browser will typically cache the information, not requiring another round of data.

For iPad app users, the application will be downloaded through the Apple store. On occasion, we will offer updates of the application.

The student application periodically exchanges information with our servers. While the amount of traffic will vary, we anticipate the average bandwidth required will be approximately two kilobytes (KB) per second.

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

All our administrative controls are behind our firewall (only accessible from within our VPN) and require username/password access. The channels used for remote access are encrypted. A remote access policy is in place covering the equipment that can be used for mobile computing and teleworking. Authentication mechanisms enforce password policies for remote access, or token-based authentication is used, which requires the token to expire or be renewed after a period of time.

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.

Enhancements and new features are released online and delivered automatically to our customers. Major interface changes are primarily released at the start of a school year. Ongoing performance enhancements and bug fixes are done periodically (every 6–8 weeks) throughout the year. Customers are notified via email, the website, or social media, depending on the nature of the release and the impact on the customer experience (such as interface changes or new content). Updates happen automatically and are included with all product licenses. Monthly feature and bug-fix releases occur outside of regular business hours with minimal to zero disruption of service.

ix. Any tools available to measure system responsiveness.

Our websites consistently provide responsive download times, and we monitor and track our network to ensure reliable performance. The ExploreLearning server farm currently handles millions of visits and

page views per month while maintaining fast peak-hour response times. Availability is consistently very high.

Our application architecture supports high availability and good response times using load balancers which hand off customer traffic to multiple application servers. We also run clustered database servers with failover support such as mirrored database servers. Databases are spread across multiple highly available clusters that are monitored and over-provisioned in terms of memory, CPU, and storage. The computational needs of each app are monitored and set to exceed the expected peak load for the school year.

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

ExploreLearning products do not require local server storage, as they are 100% web-based.

Data reports can be provided upon request.

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.

All ExploreLearning products are deployed on servers and equipment owned and operated by ExploreLearning. Our servers and all user-specific data are hosted in a secure Tier 4 enterprise data center located in Texas with a failover data center in Michigan. These web applications are supported by multiple application servers in a clustered environment, with failover support to additional application servers as well as mirrored database servers.

The proposed solution is available 24/7. Our system is designed with more than adequate redundancy. We do not have regular maintenance activities that require service interruptions.

All student progress during a session, which lasts a day, is saved. If a student leaves a session early, they will start at approximately where they finished (for example, if they left during a practice game, they will restart at the point where they choose a game to play) if they return later that day. If they return the next day (or later), they will start a new session (at the beginning of the sequence), as they need a new complete session to continue assessments after the gap in usage/non-completion of a session.

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.

N/A; no installation or configuration is needed on the HCPS network or devices.

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.

ExploreLearning products do not rely on or use Generative AI. Although we don't currently provide generative AI tools, there is a "conversational AI chatbot" available to teachers and administrators from within the platform.

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.

ExploreLearning takes measures to protect data privacy and security very seriously.

ExploreLearning complies with FERPA and COPPA laws and is committed to protecting the privacy of website visitors. We do not share personally identifiable information or any aggregate information with third parties. Parental consent is obtained by virtue of district representation.

ExploreLearning has physical security in our facilities to protect against loss, misuse, or alteration of information. We use secure encryption technology (secure socket connection) for all sensitive data transmitted on our site. ExploreLearning operates in compliance with the Children's Online Privacy Protection Act ("COPPA"). ExploreLearning will not knowingly collect or use personally identifiable information from anyone under 13 years of age. Because ExploreLearning products can use student data provided by schools and districts, we operate under the following conditions outlined by COPPA.

Please refer to section M.2 from this frequently asked questions page:

<http://www.business.ftc.gov/documents/Complying-with-COPPA-Frequently-Asked-Questions#Schools>.

ExploreLearning does not collect any information directly from students (all student information is provided by educators), does not disclose any individually identifiable information to any third party, and does not use individually identifiable student information for any commercial purpose except to support the school or school system in its efforts to educate its students.

As requested by the Federal Trade Commission (FTC), we obtain consent through an email sent to the district employee who makes the purchase or who is listed as the account setup contact. The district employee acts in loco parentis for students who use our online products.

c. Opt-out Mechanism – Offerors must identify the opt-out mechanism within the available generative AI features.

N/A; ExploreLearning products do not rely on or use Generative AI.

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.

N/A; ExploreLearning products do not rely on or use Generative AI.

e. Privacy Impact Assessment - Offerors must provide identified potential risks to student data privacy and steps in place to mitigate these risks.

ExploreLearning is committed to maintaining and continually improving information security to minimize its exposure to risks and ensure business continuity. Achieving innovation and redefining what is possible in education requires more than excellence. It takes a culture of openness and transparency in which all team members adhere to our security policies, maintain the highest professional standards, and participate in regular information security training.

All of our administrative controls are behind firewalls—only accessible from within our virtual private network (VPN)—and also require username/password access. Access is limited to our company's operational staff. Access to student information is limited via account access controls to those students and their teachers. ExploreLearning operational staff have controlled access as necessary to ensure proper operation of the system, including analysis of anonymized results to optimize system efficacy.

Security is hierarchical: Students have access to their application(s), teachers can see their active classes for all products, and school administrators can see all grades, classes, and products at their school. District level access is similar to school access, but all campuses are available. This level of structure ensures data is not accessible beyond the users/roles associated with the district. ExploreLearning Technical Security Provisions include the following:

- Unique login credentials for each student
- HTTPS connection with data coming into and out of our applications
- Firewall technology at each of our enterprise data centers
- Restricted access to application databases containing student data
- Daily backups of student data in local and off-site locations
- Physical security to our servers at each of our enterprise data centers

Science4Us customer data is stored in our databases, which are maintained in dedicated servers hosted in the Microsoft Azure Cloud. Gizmos, Reflex, and Frax are deployed on servers and equipment owned and operated by ExploreLearning. Our servers and all user-specific data are hosted in a secure Tier 4 enterprise data center located in Texas with a failover data center in Michigan. These web applications



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are supported by multiple application servers in a clustered environment, with failover support to additional application servers as well as mirrored database servers. We encrypt all data at rest. We encrypt all data in transport through Transport Layer Security (TLS).

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.

At ExploreLearning, we know that districts rely on data to make informed decisions. Our reports are crafted from formative assessment data gathered to track student and class usage and progress. These reports enable teachers and administrators to gain both a broad overview and detailed insights into student performance. This dual perspective empowers educators to tailor instruction and ultimately enhance the learning experience for every student.

Gizmos

Gizmos reports student performance data on an individual lesson level. Each Gizmos simulation provides an embedded multiple-choice quiz with a strategic range of questions to assess all key skills and concepts from the lesson. Results serve as checks for understanding of the lesson concepts so that teachers can make decisions for instructional next steps. Teacher and student views report immediate scoring results.

Teacher view

Teachers see scoring results in a grid format so that they can easily scan data for all students in their class.

Dashboard / Class Number 2 / Class Assessment Results

Class Assessment Results
Stem-and-Leaf Plots

6 of 10 students submitted

STUDENT	SUBMITTED DATE	1	2	3	4	5	TOTAL	
G, Student	Thu Sep 28, 5:03 PM	D	B	D	B	D	60% (3/5)	<input type="checkbox"/>
L, Student	Thu Sep 28, 4:56 PM	B	D	A	B	A	40% (2/5)	<input type="checkbox"/>
M, Student	Thu Sep 28, 5:04 PM	D	C	B	B	A	80% (4/5)	<input type="checkbox"/>
N, Student	Thu Sep 28, 4:58 PM	C	B	D	B	A	60% (3/5)	<input type="checkbox"/>
O, Student	Thu Sep 28, 4:58 PM	B	D	D	B	A	60% (3/5)	<input type="checkbox"/>
P, Student	Thu Sep 28, 4:59 PM	D	C	D	B	A	100% (5/5)	<input type="checkbox"/>

The class report marks individual student answers as red if incorrect and gives their total score and percent correct. The results will be blank if a student has not yet taken the assessment. Teachers can reset results by checking the box beside a student's name. This will clear the previous results and allow the students to retake the assessment with new reported results.

Clicking on a student's name brings up an individualized answer key, with correct and incorrect answers marked as well as explanations for each question.

Student view

Students select when to submit their answers and then see a scoring summary with questions marked correct or incorrect with corresponding explanations.

2. What happens to the graph of $y = ax^2 + bx + c$ when you change the value of c ?

YOUR ANSWER **CORRECT**

The graph moves up or down.

EXPLANATION

The value of c changes the vertical position of the graph, because it is directly added to (or subtracted from) the y -values.

3. Which equation would move the graph of $y = 2x^2$ up and to the right?

YOUR ANSWER **INCORRECT**

$y = 2(x - 5)^2 - 4$

CORRECT ANSWER

$y = 2(x - 5)^2 + 4$

EXPLANATION

You can figure this out by focusing on the vertices of the graphs. The vertex of $y = 2x^2$ is $(0, 0)$. The vertex of $y = 2(x - 5)^2 + 4$ is $(5, 4)$, which shows that the curve has been shifted up and to the right from the initial graph.

STEM case reporting

STEM cases provide a different student data view because these lessons embed questions and data gathering throughout the activity. The STEM case heatmap report shows student achievement and progress in real-time, allowing teachers to quickly address problem areas and differentiate instruction.

The report shows teachers how students did on each question. Teachers can view student responses or take no action on the graded items. The report shows a blue pencil where the conversational questions are ungraded.

The screenshot shows the 'Skills View' interface with a heatmap. At the top, there are three buttons: 'Heatmap' (selected), 'Skills View', and 'Skills Over Time'. Below the buttons is a table with columns numbered 1 to 10 and rows for 'First, Student' and 'Second, Student'. The cells contain scores (0, 1, 2) and icons (lightbulb for correct, pencil for ungraded, and red for incorrect). A 'Hide Names' link is also present.

STUDENT	Hide Names	1	2	3	4	5	6	7	8	9	10
First, Student		2	0	1	1	0	2	1	1	1	1
Second, Student		2	0	1	1	0	0	2	1	1	1

Open-ended responses offer opportunities for teacher scoring and personalized comments or feedback.

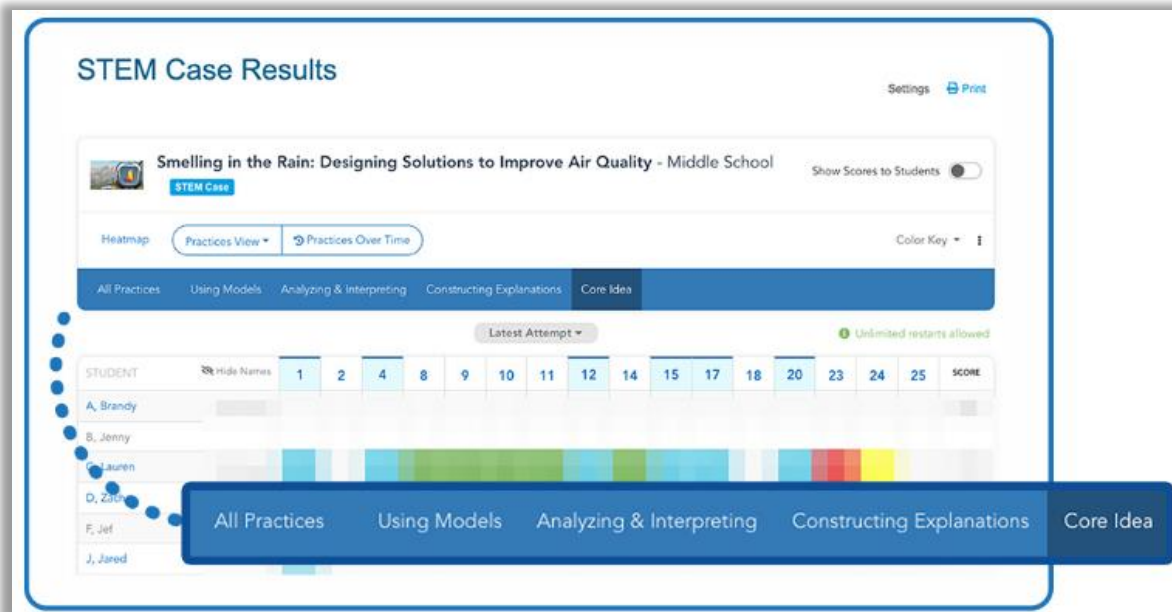
The screenshot shows a list of open-response questions. Each row includes the student's name, their response, a score (e.g., 1/3, 2/3), and a 'Comment' button. Some rows show 'No Response'.

Student	Response	Score	Action
F, Jeff	No Response		
J, Jared	The enzyme would greatly increase the amount of product over three seconds, so it must be Line A.	1 / 3 ~	Comment
L, Patty	No Response		
M, Dom	It increases so you know a catalyst was involved	2 / 3 ~	Comment
P, Chase	+ Enzyme = more fast	1 / 3 ~	Comment
R, Brian	line A	2 / 3 ~	Comment

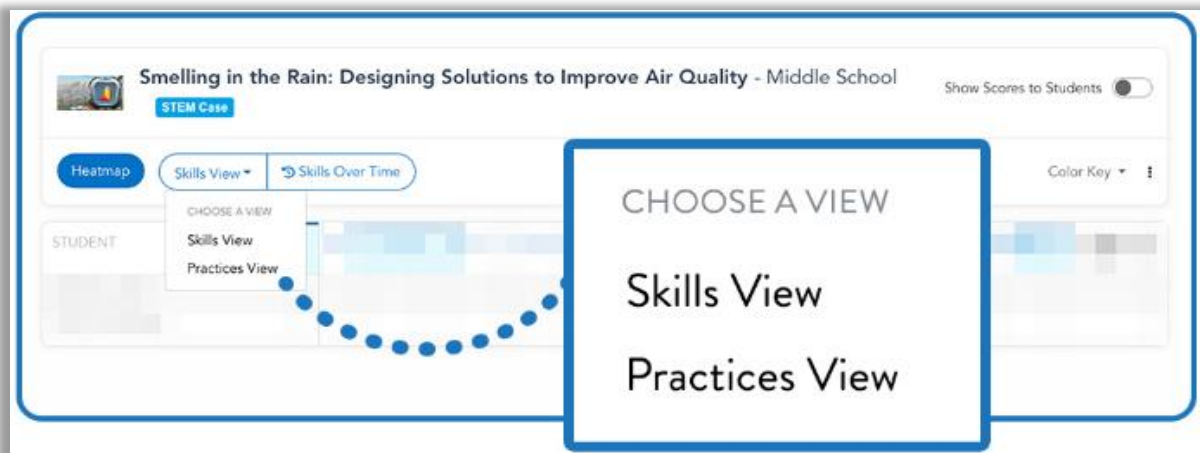
Teachers can score and comment on all open-response questions.

Questions are tagged with critical thinking skills and science practices so that teachers can monitor student improvement in those areas. These practices include Asking Questions, Defining Problems, Using Models, Planning Investigations, Analyzing & Interpreting, Mathematical Thinking, Constructing Explanations, Designing Solutions, Arguing Evidence, Communicating Information, and Core Ideas. Aligned to Next Generation Science Standards (NGSS) science and engineering practices, these reflect the standards-based practices in many other states' science education standards.

Teachers can swap between skills and practices on STEM Case heatmaps to better interpret student thinking and identify where extra support is needed. Teachers can sort and organize student answers, helping them identify where students need help, practice, or clarification in greater detail.



Teachers monitor and sort the STEM case heatmap by practice.



Teachers can toggle between Skills View and Practices View on the heatmap report.

Science4Us

Science4Us includes automated, real-time reports to track student progress and participation. Teachers, administrators, students, and parents receive different information and views.

- Teachers:** Teachers can view an overall snapshot of student performance in Science4Us, including last login, total logins, activities completed, activities opened, time spent, saved work (notebook activities), and overall average. Teachers can take a closer look at student engagement with the instructional module view, which shows each student's performance on assigned activities. A star shows activities completed, a dash shows activities in progress, and a "notebook" icon shows activities that have a notebook entry. The teacher can view all saved student notebook entries to make comments and notes. Any scoreable exercises will appear here, allowing the teacher to view student performance on formal and informal assignments. Teachers can also toggle to additional report views, such as total minutes, first attempt date, and first completion date.

Question	Response	Objective	Date	Result
Sort the pictures into the chart, based on whether they are living or nonliving	goldfish : living	process skill: sorting content: living and nonliving things (examples)	10/11/2014	✓
Sort the pictures into the chart, based on whether they are living or nonliving	person : living	process skill: sorting content: living and nonliving things (examples)	10/11/2014	✓
Sort the pictures into the chart, based on whether they are living or nonliving	clouds :	process skill: sorting content: living and nonliving things (examples)	10/11/2014	✓

Reports use icons to show completion of activities as detailed information about question responses.

- Administrators:** Accounts can view reports on usage by teacher and by student.
- Students and Parents:** Students monitor their own progress in Science4Us. By navigating to "My Tools," they can view their reports and their overall participation within each book. For specific modules, they see all the activities completed, time spent (in minutes), saved work (notebook entries), completion date, and scores. They also view their saved notebook entries and view feedback from their teachers. Science4Us student reports are also available to share student's educational achievements and growth with parents.

Activity	Time	Notes	Completed	Score
Engage	5m	2	Jun 8, 2021	-
Explore	1m	1	Jun 8, 2021	-
Evaluate	6m	-	Jun 8, 2021	92%

Student reports allow students to view their own progress.

Reflex

Reflex's reporting system empowers educators to access, read, and interpret data as they monitor and support student progress. Student usage and progress reports are accessible to teachers at any time and can also be printed or exported. Reports are updated daily, and teachers can choose to receive email updates.

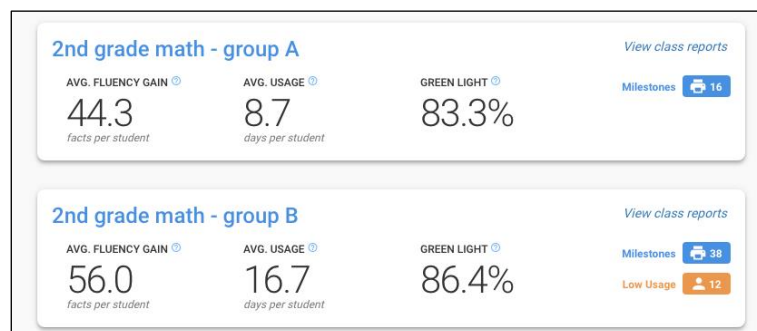
Dashboard Overview	Individual Student Data	Group Reports
<ul style="list-style-type: none"> At-a-glance data for each class on usage, fluency, milestones, and rate at which students reach the Green Light status (recommended practice time) Empowers teachers to provide just-in-time support 	<ul style="list-style-type: none"> Detailed data summarizing current fluency achievements and fluency growth Analysis tools to compare usage and fluency progress Individual performance data displaying critical evidence to support MTSS or RTI 	<ul style="list-style-type: none"> Grouping students for differentiated instruction Determining how frequently and for how long students should work with Reflex Planning reteach lessons and enrichment opportunities

Reflex also offers School (site) Administrator reporting with a dashboard view that displays performance data by grade and by teacher. There are three account types with different levels of functionality: district administrator, school administrator, and educator. Account types will determine the scope of data available within reports. For example, a school administrator can see results for an entire school, while a teacher can only see their class.

Dashboard Overview

The dashboard-style overview offers high-level information on usage and progress for each class. Alerts show total student milestone achievements as well as students averaging below recommended usage. The alerts also serve as links to print milestone certificates for student celebrations and display student practice data. The dashboard displays key class-wide averages:

- Fluency gains per student
- Days used per student
- Percent of time reaching Green Light status



The class dashboard provides a broad view of class data.

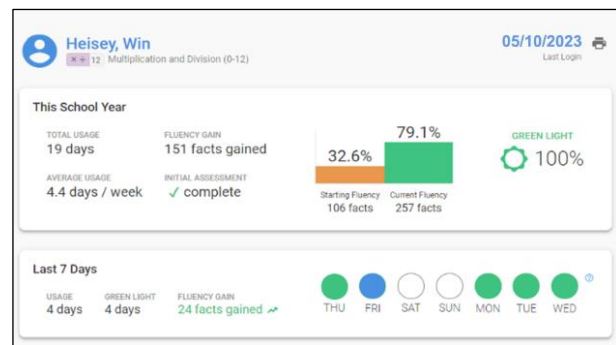
Individual Performance Data

Reports within Reflex can be filtered by time period, including weekly, monthly, yearly, and custom timeframes. Fluency growth, fact detail, usage detail, and summary reports allow users to run monthly or quarterly reports. Teachers can “step back in time” and see how a student’s fluency changed.

Overview Report serves as a Dashboard for the school year as well as for the last seven days.

This School Year:

- Total and average usage
- Current assignment and status of initial assessment
- Beginning and current fluency (total number and percentage of facts); total fluency gain
- Percent of time reaching Green Light status



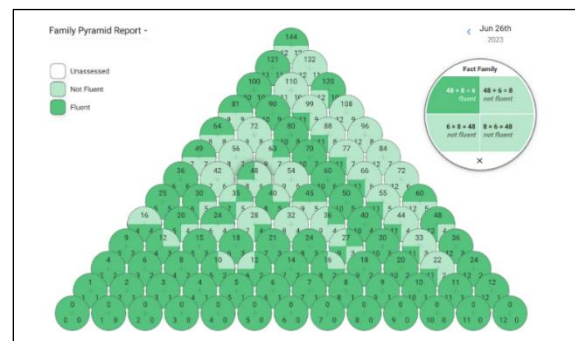
Data for the last seven days:

- Days used
- Days reaching Green Light status
- Total fluency gain

Overview Reports display the most important data for the year and the week.

Fact Detail Report shows the total fluent facts for a student.

- The Grid View shows each individual fact, and the Pyramid View shows data for a total fact family; partial coloration indicates when students have mastered one fact but not the whole fact family yet.
- The teacher can toggle through different operations, such as multiplication or addition.
- Teachers can change the date to compare fact fluency over time.
- The report indicates which facts have not yet been assessed, indicating if there is no data on fluency.



Fact Detail Reports provide visual displays of fluency.

Usage Detail Report provides a bar graph of usage in minutes for each day within a chosen period. Bars turn green when a student reaches Green Light usage. Teachers can toggle to view a different period of time and can print the report. The report displays key analysis figures across the bottom:

- Total days used and weekly average of days used
- Days and percent of time reaching Green Light status
- Average minutes per day
- Total facts solved

Fluency Growth Report uses a line graph to show a student's number of fluent facts over time. Teachers can toggle between fluency gain and total fluent facts. The line begins with a student's fluency prior to Reflex using data from the initial assessment. By selecting the show usage checkbox (shown in the example to the right), teachers can also see the student's usage in minutes for each day to see how growth relates to usage. Teachers can select to show all dates or just days used. The report displays key analysis figures across the bottom:

- Total number of facts for which the student has gained fluency
- Total days used and weekly average of days used
- Percent of time reaching Green Light status (recommended amount of practice time)



Bar graphs and line graphs show detailed data over time.

Group Reports

To guide data-based decision-making, each of the individual data reports detailed above is also available for viewing data at the Group level. The reports described in this section are designed specifically for tracking class progress.

Group Status Report provides a quick overview of class usage. Teachers access this report through the reports menu or by clicking on a class in the teacher dashboard. The group status report shows the following for all students:

- Current assignment
- Initial assessment status
- Fact fluency percentage (measured fact fluency)
- Fluency gain and usage in the last seven days
- Last login date

Group Status						
Student ▼	Assignment ?	Initial Assessment ?	Fact Fluency ?	Fluency Gain ? Last 7 Days	Usage ? Last 7 Days	Last Login This school year
Heisey, Win	✖ + 10	✓ complete	99%	11 facts	● ● ● ● ●	05/04/2023
Lily, Natasha	+ - 10	✓ complete	34%	0 facts		05/10/2023
Rose, Andres	+ - 10	✓ complete	100%	24 facts	● ● ● ● ●	04/27/2023

Group Status Report

Group Fluency Report view combines Fluency Average, Group Fluency Distribution, and a Group Fluency Timeline for the current year. Users can click on any section to expand the view.

- Fluency Average: A bar graph compares the starting to the current fluency percentage.
- Fluency Distribution: Pie charts show starting and current fluency, with color codes to show 0–49% fluent, 50–79% fluent, 80–94% fluent, and 95–100% fluent.
- Group Fluency Timeline: A line graph displays facts fluency over time, which teachers can toggle to show fluency gain or total fluent facts.

Class Usage pie chart displays weekly usage broken out into 0 to 1 days, 1 to 2 days, 2 to 3 days, and 3+ days. A chart to the side shows average weekly gains for students in each category, along with a total of all average weekly gains. The report displays key analysis figures across the bottom:

- Average days per week of usage
- Percent of time reaching Green Light status
- Total facts solved

Teachers can select a period of time or define a custom date range. A notification shows for any students with usage alerts, meaning students who are below recommended usage.



Class Fluency Reports show Average, Distribution, and Timeline.



Class usage is shown for custom data ranges.

Frax

Frax's flexible reporting system enables educators and students to monitor and celebrate progress.

Comprehensive teacher support materials and real-time reporting help educators quickly discover when students are struggling and how to support progress.

Teacher Dashboard

The dashboard provides at-a-glance critical information on usage and progress.

Track Group Progress

Real-time data displays identify struggling students as they actively work through instructional content.

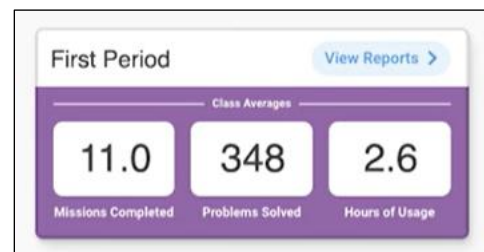
Track Individual Progress

Individual reports provide details on a student's progress in missions and proficiency in standards.

Teacher Dashboard

The Frax Teacher Dashboard has “class cards” for each of the teacher's classes:

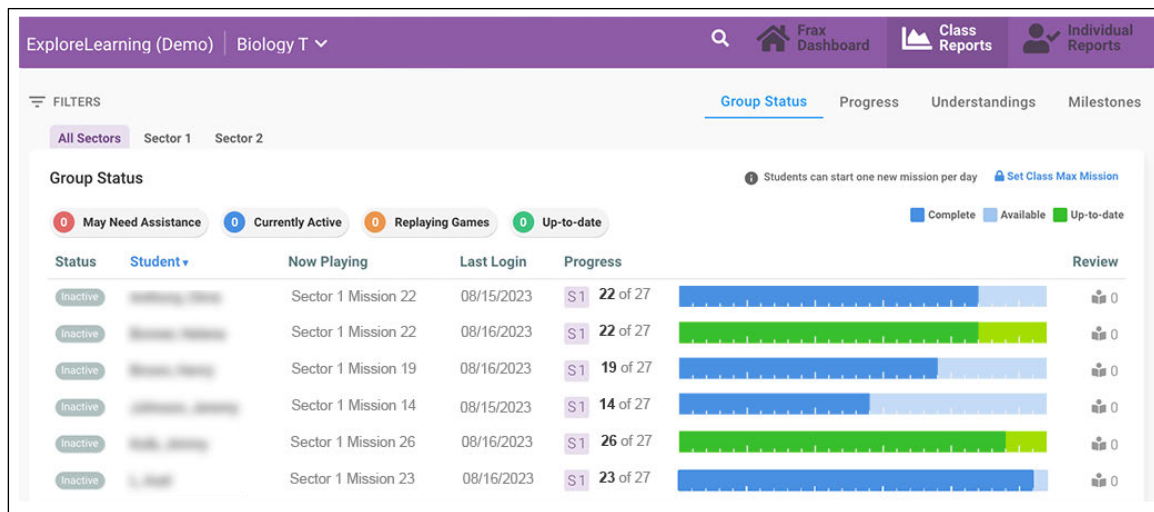
- **Avg. Missions Complete** displays the average number of missions completed for all students.
- **Avg. Problems Solved** displays the average number of problems each student has solved.
- **Avg. Hours of Usage** displays the average number of usage hours for all students in the class.
- Clicking on any part of the class card launches the Group Status report for that class (described below).



Group Reports to Track Progress

Group Status Report

The Group Status report shows usage data and each student's progress towards completing the missions in the Sector. Teachers can navigate to this view through the Class Reports tab or by directly clicking a class on the dashboard. Color coding, visual bars, and clear sectioning enables teachers to quickly see the groups' progress and any students that may need assistance.



The Group Status Report is the go-to screen for monitoring student progress.

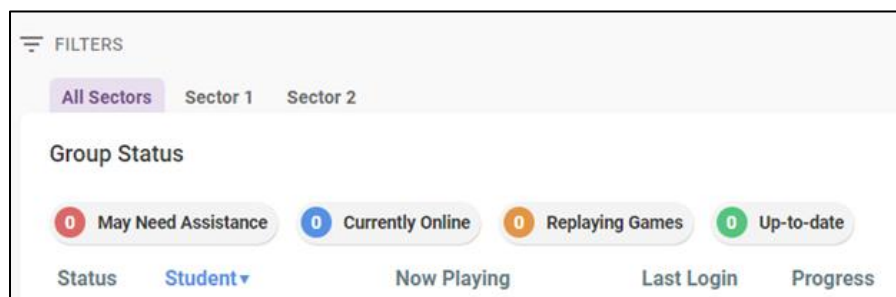
Group Status Report Components

- The **Status** column uses color-coded ovals (and written labels) to show whether the student is online completing the daily sector, replaying a previous mission, or struggling on the current mission.
- The **Student** list allows the teacher to click a student name for an individual overview report.
- The **Now Playing** column indicates the current mission title and the progress in the mission (including whether it has been started). If the student is replaying a mission they already completed, an orange *Replay* icon appears next to the mission number.
 - Clicking on the Now Playing column for a student launches the **Activities** popup, which shows the sector, mission number and name, activities completed, and core understandings.
 - The **Core Understandings** tab displays core fraction competencies associated with the student's current mission.
- The **Last Login** column indicates the date the student last played Frax.
- The **Progress** bar summarizes each student's overall progress in the sector, showing both number activities completed and number of activities still available.
- The **Review** columns shows the number of days the student was in the Sector Review room.

Group Status Filters

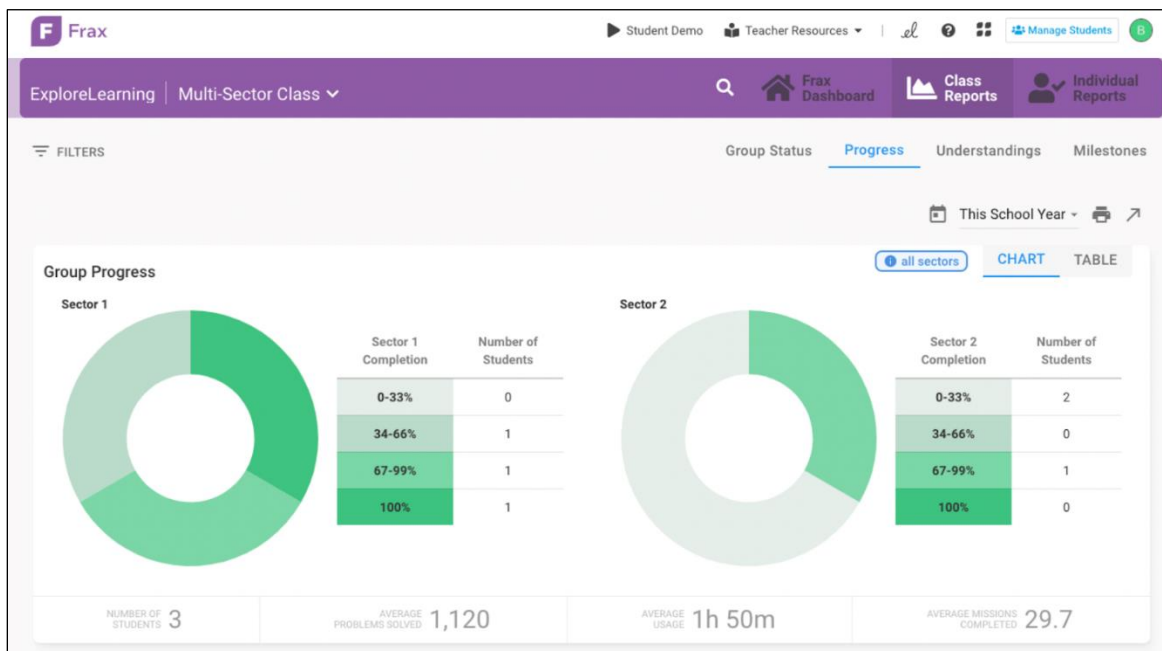
The color-coded filters enable educators to highlight students who meet specific criteria:

- **Custom filters** allow the teacher to sort by missions completed, gender, and race/ethnicity.
- **Sectors** toggles between students currently playing in each sector.
- **May Need Assistance** selection highlights all students who are struggling
- **Currently Online** selection highlights active students
- **Replaying Games** selection highlights students who are replaying activities from previous missions
- **Up-to-date** selection highlights students who have completed all available missions for the day



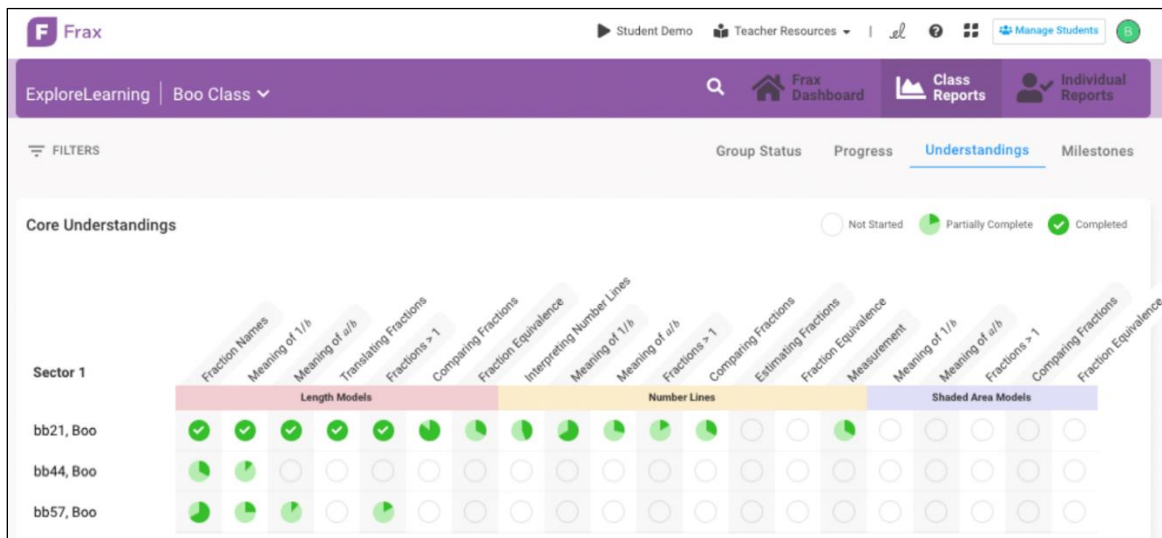
Group Progress Report

The Group Progress report provides analysis on how far students have progressed through the missions and associated fractions math standards.



Core Understandings Report

The Core Understandings report maps out key concepts and bite-sized topics with icons tracking student proficiency as either not started, partially complete, or completed. The Individual Overview includes a single-line version of the Understandings report that indicates proficiency in standards.



Milestones

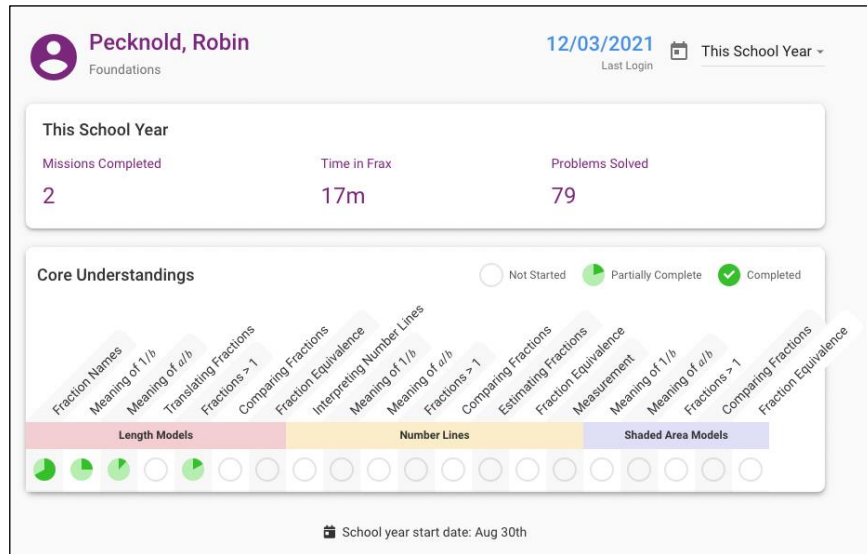
This report lists both Student Milestones and Class Milestones with the date achieved and icon for launching a printable certificate. A report for individual student milestones can be generated as well.

Monitoring for Individual Proficiency

Individual Overview

Individual Overview report displays general information about the student:

- **Missions Completed** displays the number of missions completed for the current sector.
- **Time in Frax** displays the total amount of time (in hours and minutes) that the student has used Frax.
- **Time in Arcade** displays the total amount of time (in hours and minutes) that the student has used the arcade extension activities in Frax.
- **Problems Solved** displays the total number of problems the student has solved.
- **Last Login** displays in the top corner with the date of the last student login.



Individual Overview reports display general information about the student's progress.

Individual Usage

The Usage Details Report Key shows Time in Frax, Total Problems Solved, Tokens Earned, and Missions Completed. Teachers can toggle to the Usage Days selection to filter out days when the student did not complete any Frax missions, and teachers can change the time range using a dropdown with selections for last 14 days, last 28 days, this school year, all-time usage, or for a custom range. This data is especially useful for teachers who use tokens earned for classroom incentives.

ExploreLearning (Demo) Biology T ▾		Frax Dashboard		Class Reports	Individual Reports
		Overview		Milestones	Usage
		Last 14 Days ▾		Print	Share
Individual Usage		CHART		TABLE	
Date ▾	Time in Frax (mins)	Problems Solved	Tokens Earned	Missions Completed	
08/11/2023	18	89	65	3	
08/14/2023	20	102	75	5	
08/15/2023	14	33	35	2	
TIME IN FRAX 3h 36m		TOTAL PROBLEMS SOLVED 765	TOTAL TOKENS EARNED 860	TOTAL MISSIONS COMPLETED 32	

Printing and Exporting Reports

Many reports can be printed or exported to share with administrators, teachers, and parents.

Reports with an option to be exported:	Reports with an option to be printed:
<ul style="list-style-type: none"> • Group Progress • Group Milestones • Individual Milestones • Individual Usage 	<ul style="list-style-type: none"> • Group Progress • Group and Individual Milestone certificates • Individual Usage • Teacher Dashboard

Reports that offer print capabilities are indicated with a printer icon. Clicking the printer icon on the Individual Usage report, for example, launches a print preview view where other individual students can be selected from the sidebar to include in the printout:

The screenshot shows the 'Print - Individual Report' window in the Frax application. On the left, a sidebar titled 'FILTERS' contains a list of students. The student 'a, LOGAN' is selected with a blue highlight. The main content area shows a preview of the 'Individual Report' for 'a, LOGAN'. The report includes a line graph titled 'Minutes of Usage' with a legend for 'Time in Activities' (purple) and 'Time in Accade' (yellow). Below the graph, there are summary statistics: 'Time in Frax' (0m), 'Problems Solved' (0), and 'Tokens Earned' (0). At the bottom of the preview, there are buttons for 'SAVE AS PDF', 'CANCEL', and 'PRINT'. The top of the window has a purple header with navigation icons for 'Frax Dashboard', 'Class Reports', and 'Individual Reports'.

Administrator Reporting

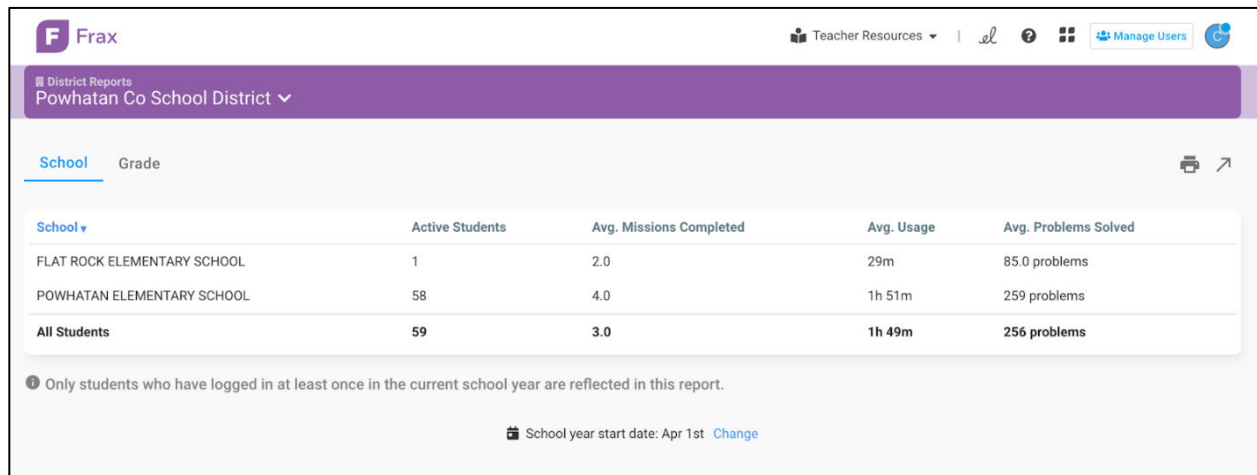
School Admin Dashboard

The School Admin Dashboard report displays data by grade level and by teacher. For each category, the report shows the number of active students as well as averages for missions completed, usage time, and problems solved. School Admins also have a Group Status report showing student name, current sector, percentage completion for missions in that sector, time in Frax, problems solved, and last login date.

Frax				
Teacher Resources el ? [Grid Icon] Manage Users [Profile Icon]				
School Reports Powhatan Elementary School				
Frax Dashboard Group Reports Individual Reports				
Grade Teacher				
Grade Level	Active Students	Avg. Missions Completed	Avg. Usage	Avg. Problems Solved
Grade 2	1	0.0	1m	0.0 problems
Grade 4	10	4.1	1h 20m	239 problems
Grade 5	11	10.2	4h 10m	659 problems
Grade 6	4	16.3	7h 12m	1,233 problems
Grade 7	10	14.4	7h 16m	906 problems
Grade 8	1	1.0	23m	45.0 problems
Grade 10	10	7.5	3h 12m	529 problems
Grade 11	5	9.0	1h 52m	456 problems
Grade 12	10	10.4	4h 30m	579 problems
All Students	62	9.5	3h 59m	597 problems

District Admin Dashboard

District Admins have a dashboard listing each school in their district, with the option to drill down to grade-level data for each school. The report shows the number of active students as well as averages for missions completed, usage time, and problems solved.

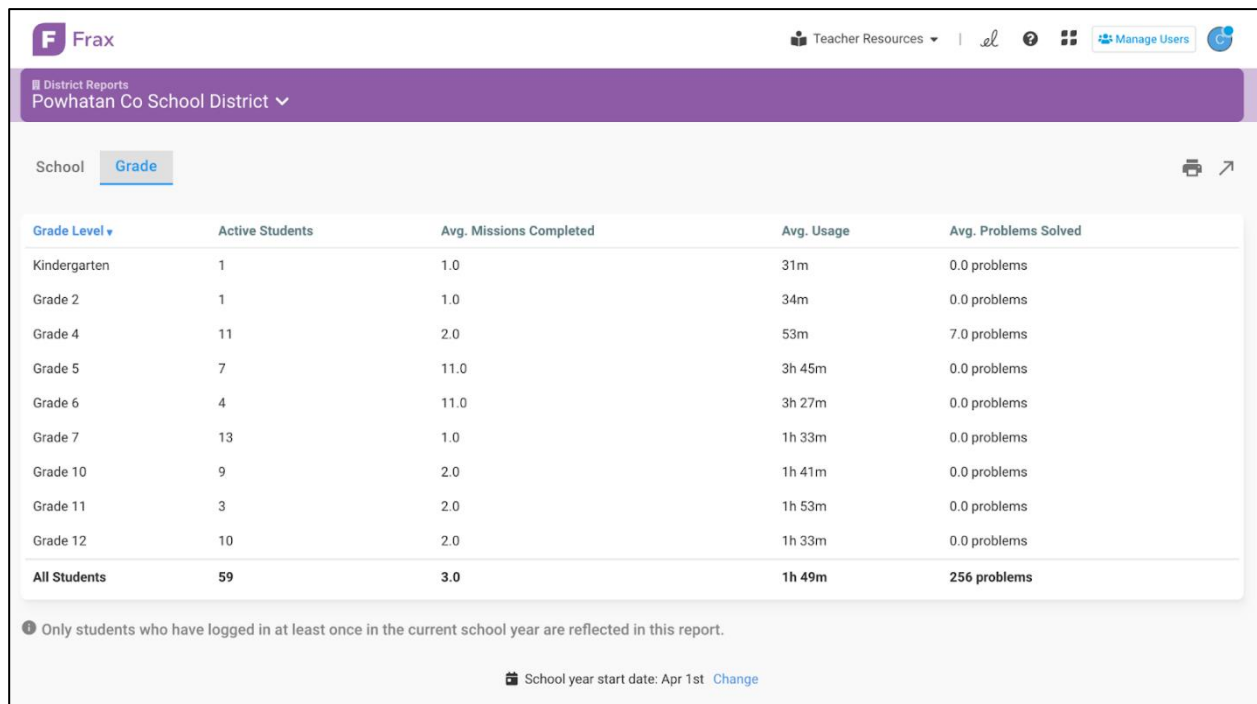


The screenshot shows the Frax District Admin Dashboard for the Powhatan Co School District. The 'School' tab is selected, displaying a table with the following data:

School	Active Students	Avg. Missions Completed	Avg. Usage	Avg. Problems Solved
FLAT ROCK ELEMENTARY SCHOOL	1	2.0	29m	85.0 problems
POWHATAN ELEMENTARY SCHOOL	58	4.0	1h 51m	259 problems
All Students	59	3.0	1h 49m	256 problems

Only students who have logged in at least once in the current school year are reflected in this report.

School year start date: Apr 1st [Change](#)



The screenshot shows the Frax District Admin Dashboard for the Powhatan Co School District. The 'Grade' tab is selected, displaying a table with the following data:

Grade Level	Active Students	Avg. Missions Completed	Avg. Usage	Avg. Problems Solved
Kindergarten	1	1.0	31m	0.0 problems
Grade 2	1	1.0	34m	0.0 problems
Grade 4	11	2.0	53m	7.0 problems
Grade 5	7	11.0	3h 45m	0.0 problems
Grade 6	4	11.0	3h 27m	0.0 problems
Grade 7	13	1.0	1h 33m	0.0 problems
Grade 10	9	2.0	1h 41m	0.0 problems
Grade 11	3	2.0	1h 53m	0.0 problems
Grade 12	10	2.0	1h 33m	0.0 problems
All Students	59	3.0	1h 49m	256 problems

Only students who have logged in at least once in the current school year are reflected in this report.

School year start date: Apr 1st [Change](#)

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.

As requested, please see the following list of references. These are districts and education agencies who have agreed to be references for ExploreLearning's instructional programs.

Richmond Public Schools

Address 2120 Fendall Ave. Richmond, VA 23222
Reference Cassandra Bell, Director Curriculum and Instruction
Contact cbell@rvaschools.net / 804.845.0604
Note Implementation of Gizmos, Reflex, Frax, and Science4Us since 2015.

Newport News Public Schools

Address 12465 Warwick Blvd., Newport News, VA, 23606
Reference Rodney Culverhouse, Ed. D, Secondary Science Instructional Supervisor
Contact rodney.culverhouse@nn.k12.va.us / 757.283.7850
Note Implementation of Gizmos and customers since 2015.

Stafford County Public Schools

Address 31 Stafford Avenue Stafford, VA 22554
Reference Michael Pratte, K-12 Science Coordinator
Contact prattmj@staffordschools.net / 540.658.6692
Note Implementation of Gizmos and customers since 2015.

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.

Pricing Scenarios

On the pages that follow, please see 8 price scenarios for the district to review. We have also included our pricing details and ordering information for your review.

**Attachment K
Pricing - Scenario**

Offeror Name: ExploreLearning, LLC

**Name and grade level of Program: Gizmos Secondary 2
Subject (Grades 6-12)**

This scenario is for evaluaiton purposes.

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

Scenario: Provide pricing for annual subscription for district license as listed below	Price	Methodology on pricing base on offerors pricing model. If only submitting for part of the district you must provide what level and the number of students your pricing is for.
Price for District Licenses (74 schools and centers): Elementary : 46 (approx. # of students 22,164) Middle: 12 (approx. # of students 10,907) High: 9 (approx. # of students 15,386) Advanced Career Education (ACE): 3 Alternative program center 3* Henrico Virtual Academy: 1	 \$149,344.24	 12 Middle Schools, 9 High Schools 26,293 students X \$7.10 per student = \$186,680.30 X 20% volume discount = \$149,344.24
Provide pricing for 1 day 6 hours of onsite professional development training for staff of 25 for above.	 \$0.00	 For all orders totaling more than \$2,000.00, subscriptions include a bundle of free professional development sessions proportional to the purchase. Additional professional development options are available for purchase. Please see detailed pricing and ordering terms within the proposal.
Total	\$149,344.24	
Price per student based on the District Licesnes and Professional Development divided by the number of students the proposal is being submitted for	\$5.68	\$149,344.24 / 26,293 Students = \$5.68

***Note:** Students and their teachers who are enrolled in any of our alternative program centers (i.e. GRAD, PLC) should have access to any Division Wide purchases made at the K-12 (75 schools) or Elementary (46 schools) or level at no additional cost. The teachers and student exist as their own entity in PowerSchool and Clever but would need access to division level purchase and resources provisions by their homeschool.

**Attachment K
Pricing - Scenario**

Offeror Name: ExploreLearning, LLC

**Name and grade level of Program: Gizmos Secondary 1
Subject (Grades 6-12)**

This scenario is for evaluaiton purposes.

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

Scenario: Provide pricing for annual subscription for district license as listed below	Price	Methodology on pricing base on offerors pricing model. If only submitting for part of the district you must provide what level and the number of students your pricing is for.
Price for District Licenses (74 schools and centers): Elementary : 46 (approx. # of students 22,164) Middle: 12 (approx. # of students 10,907) High: 9 (approx. # of students 15,386) Advanced Career Education (ACE): 3 Alternative program center 3* Henrico Virtual Academy: 1	 \$85,189.32	 12 Middle Schools, 9 High Schools 26,293 students X \$4.05 per student = \$106,486.65 X 20% volume discount = \$85,189.32
Provide pricing for 1 day 6 hours of onsite professional development training for staff of 25 for above.	 \$0.00	 For all orders totaling more than \$2,000.00, subscriptions include a bundle of free professional development sessions proportional to the purchase. Additional professional development options are available for purchase. Please see detailed pricing and ordering terms within the proposal.
Total	\$85,189.32	
Price per student based on the District Licesnes and Professional Development divided by the number of students the proposal is being submitted for	 \$3.24	 \$85,189.32 / 26,293 Students = \$3.24

***Note:** Students and their teachers who are enrolled in any of our alternative program centers (i.e. GRAD, PLC) should have access to any Division Wide purchases made at the K-12 (75 schools) or Elementary (46 schools) or level at no additional cost. The teachers and student exist as their own entity in PowerSchool and Clever but would need access to division level purchase and resources provisions by their homeschool.

Attachment K

Pricing - Scenario

Offeror Name: ExploreLearning, LLC

	Name and grade level of Program: Gizmos Elementary with Science4Us Site License Bundle (Grades K-5)
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This scenario is for evaluation purposes.

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

This scenario is for evaluation purposes.

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

Scenario: Provide pricing for annual subscription for district license as listed below	Price	Methodology on pricing base on offerors pricing model. If only submitting for part of the district you must provide what level and the number of students your pricing is for.					
Price for District Licenses (74 schools and centers): Elementary : 46 (approx. # of students 22,164) Middle: 12 (approx. # of students 10,907) High: 9 (approx. # of students 15,386) Advanced Career Education (ACE): 3 Alternative program center 3* Henrico Virtual Academy: 1	\$110,216.00	46 Sites: \$2,995 X 46 sites = \$137,770 X 20% volume discount = \$110,216.00					
Provide pricing for 1 day 6 hours of onsite professional development training for staff of 25 for above.	\$0.00	For all orders totaling more than \$2,000.00, subscriptions include a bundle of free professional development sessions proportional to the purchase. Additional professional development options are available for purchase. Please see detailed pricing and ordering terms within the proposal.					
Total	\$110,216.00						
Price per student based on the District Licesnes and Professional Development divided by the number of students the proposal is being submitted for	\$4.97	\$110,216 / 22,164 Students = \$4.97					

***Note:** Students and their teachers who are enrolled in any of our alternative program centers (i.e. GRAD, PLC) should have access to any Division Wide purchases made at the K-12 (75 schools) or Elementary (46 schools) or level at no additional cost. The teachers and student exist as their own entity in PowerSchool and Clever but would need access to division level purchase and resources provisions by their homeschool.

**Attachment K
Pricing - Scenario**

Offeror Name: ExploreLearning, LLC

Name and grade level of Program: Reflex and Frax (Grades 2-8)

This scenario is for evaluaiton purposes.

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

Scenario: Provide pricing for annual subscription for district license as listed below	Price	Methodology on pricing base on offerors pricing model. If only submitting for part of the district you must provide what level and the number of students your pricing is for.
Price for District Licenses (74 schools and centers): Elementary : 46 (approx. # of students 22,164) Middle: 12 (approx. # of students 10,907) High: 9 (approx. # of students 15,386) Advanced Career Education (ACE): 3 Alternative program center 3* Henrico Virtual Academy: 1	 \$208,582.50	 58 Elementary and Middle Schools \$4,795 X 58 site = \$278,110 X 25% volume discount = \$208,582.50
Provide pricing for 1 day 6 hours of onsite professional development training for staff of 25 for above.	 \$0.00	 For all orders totaling more than \$2,000.00, subscriptions include a bundle of free professional development sessions proportional to the purchase. Additional professional development options are available for purchase. Please see detailed pricing and ordering terms within the proposal.
Total	\$208,582.50	
Price per student based on the District Licesnes and Professional Development divided by the number of students the proposal is being submitted for	 \$6.31	 \$208,582.50 / 33,071 Students = \$6.31

***Note:** Students and their teachers who are enrolled in any of our alternative program centers (i.e. GRAD, PLC) should have access to any Division Wide purchases made at the K-12 (75 schools) or Elementary (46 schools) or level at no additional cost. The teachers and student exist as their own entity in PowerSchool and Clever but would need access to division level purchase and resources provisions by their homeschool.

**Attachment K
Pricing - Scenario**

Offeror Name: ExploreLearning, LLC

**Name and grade level of Program: Gizmos with Science4Us
District-Wide 2 Subjects (Grades K-12)**

This scenario is for evaluaiton purposes.

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

Scenario: Provide pricing for annual subscrption 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	 \$244,333.16	74 Sites: Science4Us - 12,665 PK-2 students X \$4.05 per student = \$51,293.25 X 20% volume discount = \$41,034.60 Gizmos - 35,792 3-12 students X \$7.10 = \$254,123.20 X 20% volume discount = \$203,298.56 \$41,034.60 (Science4Us) + \$203,298.56 (Gizmos) = \$244,333.16
Provide pricing for 1 day 6 hours of onsite professional development training for staff of 25 for above.	 \$0.00	For all orders totaling more than \$2,000.00, subscriptions include a bundle of free professional development sessions proportional to the purchase. Additional professional development options are available for purchase. Please see detailed pricing and ordering terms within the proposal.
Total	\$244,333.16	
Price per student based on the District Licesnes and Professional Development divided by the number of students the proposal is being submitted for	\$5.04	12,665 PK-2 Students + 35,792 3-12 Students= 48,457 Students; \$244,333.16 / 48,457 Students = \$5.04

***Note:** Students and their teachers who are enrolled in any of our alternative program centers (i.e. GRAD, PLC) should have access to any Division Wide purchases made at the K-12 (75 schools) or Elementary (46 schools) or level at no additional cost. The teachers and student exist as their own entity in PowerSchool and Clever but would need access to division level purchase and resources provisions by their homeschool.

**Attachment K
Pricing - Scenario**

Offeror Name: ExploreLearning, LLC

**Name and grade level of Program: Gizmos with Science4Us
District-Wide 1 Subject (Grades K-12)**

This scenario is for evaluaiton purposes.

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

Scenario: Provide pricing for annual subscrption 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	$\$157,000.68$	74 Sites: 48,457 students X \$4.05 per student = \$196,250.85 X 20% volume discount = $\$157,000.68$
Provide pricing for 1 day 6 hours of onsite professional development training for staff of 25 for above.	$\$0.00$	For all orders totaling more than \$2,000.00, subscriptions include a bundle of free professional development sessions proportional to the purchase. Additional professional development options are available for purchase. Please see detailed pricing and ordering terms within the proposal.
Total	$\$157,000.68$	
Price per student based on the District Licesnes and Professional Development divided by the number of students the proposal is being submitted for	$\$3.24$	$\$157,000.68 / 48,457 \text{ Students} = \3.24

***Note:** Students and their teachers who are enrolled in any of our alternative program centers (i.e. GRAD, PLC) should have access to any Division Wide purchases made at the K-12 (75 schools) or Elementary (46 schools) or level at no additional cost. The teachers and student exist as their own entity in PowerSchool and Clever but would need access to division level purchase and resources provisions by their homeschool.

Attachment K

Pricing - Scenario

Offeror Name: ExploreLearning, LLC

	Name and grade level of Program: Gizmos 2 Subject, Science4Us, Reflex and Frax (Grades K-12)
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This scenario is for evaluation purposes.

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

This scenario is for evaluation purposes.

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

Scenario: Provide pricing for annual subscription for district license as listed below	Price	Methodology on pricing base on offerors pricing model. If only submitting for part of the district you must provide what level and the number of students your pricing is for.
Price for District Licenses (74 schools and centers): Elementary : 46 (approx. # of students 22,164) Middle: 12 (approx. # of students 10,907) High: 9 (approx. # of students 15,386) Advanced Career Education (ACE): 3 Alternative program center 3* Henrico Virtual Academy: 1		74 Sites; Elementary and Middle Schools will receive Reflex/Frax, All schools will receive Gizmos, and Elementary Schools will receive Science4Us Science4Us - 12,665 students (grades PK-2) X \$4.05 per student = \$51,293.25 X 32% volume/multi-product discount = \$34,879.39 Gizmos – 20,406 students (grades 3-8) 3-8 X \$7.10 = \$144,882.60 X 32% volume/multi-product discount = \$98,554.24 Gizmos – 15,386 students (grades 9-12) X \$7.10 = \$109,240.60 X 20% volume discount = \$87,392.48 Reflex/Frax Bundle – \$4,795 X 58 schools = \$278,110.00 X 36.25% volume/multi-product discount = \$177,294.98 \$34,879.39 (S4U) + \$98,554.24 (Gizmos Grades 3-8) + \$87,392.48 (Gizmos Grades 9-12) + (Reflex/Frax) \$177,294.98 = \$398,121.09 \$398,121.09
Provide pricing for 1 day 6 hours of onsite professional development training for staff of 25 for above.	\$0.00	For all orders totaling more than \$2,000.00, subscriptions include a bundle of free professional development sessions proportional to the purchase. Additional professional development options are available for purchase. Please see detailed pricing and ordering terms within the proposal.
Total	\$398,121.09	
Price per student based on the District Licesnes and Professional Development divided by the number of students the proposal is being submitted for	\$8.21	\$398,121.09 / 48,457 Students = \$8.21

***Note:** Students and their teachers who are enrolled in any of our alternative program centers (i.e. GRAD, PLC) should have access to any Division Wide purchases made at the K-12 (75 schools) or Elementary (46 schools) or level at no additional cost. The teachers and student exist as their own entity in PowerSchool and Clever but would need access to division level purchase and resources provisions by their homeschool.

Attachment K

Pricing - Scenario

Offeror Name: ExploreLearning, LLC	Name and grade level of Program: Gizmos 1 Subject, Science4Us, Reflex and Frax (Grades K-12)
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This scenario is for evaluation purposes.

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

Scenario: Provide pricing for annual subscription for district license as listed below	Price	Methodology on pricing base on offerors pricing model. If only submitting for part of the district you must provide what level and the number of students your pricing is for.					
Price for District Licenses (74 schools and centers): Elementary : 46 (approx. # of students 22,164) Middle: 12 (approx. # of students 10,907) High: 9 (approx. # of students 15,386) Advanced Career Education (ACE): 3 Alternative program center 3* Henrico Virtual Academy: 1	\$318,223.12	74 Sites; Elementary and Middle Schools will receive Reflex/Frax, All schools will receive Gizmos, and Elementary Schools will receive Science4Us S4U/Gizmos – 33,071 students (grades PK-8) X \$4.05 per student = \$133,937.55 X 32% volume/multi-product discount = \$91,077.50 Gizmos – 15,386 students (grades 9-12) X \$4.05 = \$62,313.30 X 20% volume discount = \$49,850.64 Reflex/Frax Bundle – \$4,795 X 58 schools = \$278,110.00 X 36.25% volume/multi-product discount = \$177,294.98 \$91,077.50 (S4U/Gizmos Grades PK-8) + \$49,850.64 (Gizmos Grades 9-12) + (Reflex/Frax) \$177,294.98 = \$318,223.12					
Provide pricing for 1 day 6 hours of onsite professional development training for staff of 25 for above.	\$0.00	For all orders totaling more than \$2,000.00, subscriptions include a bundle of free professional development sessions proportional to the purchase. Additional professional development options are available for purchase. Please see detailed pricing and ordering terms within the proposal.					
Total	\$318,223.12						
Price per student based on the District Licesnes and Professional Development divided by the number of students the proposal is being submitted for	\$6.57	\$318,223.12 / 48,457 Students = \$6.57					

***Note:** Students and their teachers who are enrolled in any of our alternative program centers (i.e. GRAD, PLC) should have access to any Division Wide purchases made at the K-12 (75 schools) or Elementary (46 schools) or level at no additional cost. The teachers and student exist as their own entity in PowerSchool and Clever but would need access to division level purchase and resources provisions by their homeschool.

Price Details

Please see the following pages for detailed pricing and ordering information for each of ExploreLearning's online math and science instructional programs for grades K–12.

- **Gizmos** interactive math and science simulations and STEM cases for students in grades 3–12
- **Science4Us** blended learning program for students in grades K–2
- **Reflex** adaptive math fact fluency program for students in grades 2–8
- **Frax** adaptive fractions program for students in grades 3–5

For more information on our digital products, visit <https://www.explorelearning.com/>.

Subscription lengths can range from 12 months to 60 months depending on the needs of the district.

For 2+ site pricing, contact ExploreLearning for details.

Elementary Science Bundle Single Site License

Science4Us + Elementary Gizmos Site License for Grades K–5	\$2,995.00 per site
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Gizmos Individual Teacher Licenses

Gizmos Teacher License for Grades 3–12	\$940.00 per teacher
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For 1–2 licenses at the same site for 1 year

Gizmos Teacher License for Grades 3–12	\$705.00 per teacher
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For 3 or more licenses at the same site for 1 year

Gizmos Secondary Single Department License

Gizmos Single Site License for Grades 6–12,	\$5.05 per student (per site)
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1 subject	\$2,195.00 minimum; \$7,500.00 maximum
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Math or Science Department License; per-student pricing is based on the total enrollment of the school

Gizmos Secondary Multi-School Department Licenses

Gizmos One-Subject Multi-School Site License	\$4.05 per student (per site)
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for Grades 6–12	\$2,195.00 minimum; \$7,500.00 maximum
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Math or Science Department License for 2+ schools on the same purchase order; per-student pricing is based on the total enrollment of the included schools

Gizmos Secondary Single Site License

Gizmos Two-Subject Single Site License for Grades 6–12	\$8.45 per student (per site) \$3,295.00 minimum; \$11,750.00 maximum
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Site License covering both Math and Science Departments; per-student pricing is based on the total enrollment of the school

Gizmos Secondary Multi-School Site License

Gizmos Two-Subject Multi-School Site License for Grades 6–12	\$7.10 per student (per site) \$3,295.00 minimum; \$11,750.00 maximum
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Site License covering both Math and Science Departments for 2+ schools on the same purchase order; per-student pricing is based on the total enrollment of the included schools

Reflex Individual Teacher Licenses

Reflex Teacher License for Grades 2–8	\$40.00 per student
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Minimum 10-seat purchase

Reflex Site License

Reflex Site License for Grades 2–8	\$3,295.00 per site
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Frax Individual Teacher Licenses

Frax Teacher License for Grades 3–5	\$40.00 per student
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Minimum 10-seat purchase

Frax Site Licenses

Frax Site License for Grades 3–5	\$3,295.00 per site
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Includes Frax Foundations 1 and 2

Reflex & Frax Math Bundle Site License

Reflex & Frax Site License for Grades 2–8	\$4,795.00 per site
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Includes Reflex; Frax Foundations 1 and 2

Elementary Bundle Site License

Gizmos, Reflex, Frax, and Science4Us for Grades K–5	\$6,630.00 per site
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Includes Gizmos, Reflex, Frax Foundations 1 and 2, and Science4Us

Professional Development Pricing

For all orders totaling more than \$2,000.00, subscriptions include a bundle of free professional development sessions proportional to the purchase. Additional professional development options are available for purchase.

Live Webinar Professional Development	Up to two hours of instruction online, up to 40 teachers	\$400.00 per webinar
Onsite Professional Development	Up to six hours of instruction on-site, up to 25 teachers	\$1,800.00 per day
Onsite Professional Development, <i>Additional Consecutive Days</i>	Up to six hours of instruction on-site, up to 25 teachers	\$1,400.00 per day (Following the initial onsite training)

See our full course catalog for each product online: <https://gizmos.explorelearning.com/support/>, <https://reflex.explorelearning.com/support/professional-development>, <https://frax.explorelearning.com/support/professional-development>, and <https://science4us.explorelearning.com/support/professional-development>

Volume Discounted Site Pricing for Elementary Science

Volume-discounted site pricing for Elementary Science (Science4Us + Elementary Gizmos)—applies to 2+ site purchases on the same order.

Number of Sites	List-Price Discount	Elementary Science Site Pricing
200+	35%	\$1,946.75
100–199	30%	\$2,096.50
50–99	25%	\$2,246.25
20–49	20%	\$2,396.00
10–19	15%	\$2,545.75
2–9	10%	\$2,695.50

Volume Discounted Per-Student, Multi-School Pricing for Secondary Gizmos

Volume-discounted site pricing for Secondary math and science Gizmos, multi-school purchases only. Based on total enrollment at included schools—applies to 2+ site purchases on the same order.

Enrollment	List-Price Discount	Gizmos Per-Student Pricing
200,000	35%	\$4.62
100,000–199,999	30%	\$4.97

Volume Discounted Per-Student, Multi-School Pricing for Secondary Gizmos

50,000–99,999	25%	\$5.33
20,000–49,000	20%	\$5.68
10,000–19,999	15%	\$6.04
5,000–9,999	10%	\$6.39
< 4,999	List	\$7.10

Volume Discounted Pricing for Secondary Gizmos

Volume-discounted department pricing for Secondary math or science Gizmos, multi-school purchases only. Based on total enrollment at included schools—applies to 2+ site purchases on the same order.

Enrollment	List-Price Discount	Gizmos Department Pricing
200,000	35%	\$2.63
100,000–199,999	30%	\$2.84
50,000–99,999	25%	\$3.04
20,000–49,000	20%	\$3.24
10,000–19,999	15%	\$3.44
5,000–9,999	10%	\$3.65
< 4,999	List	\$4.05

Volume Discounted Site Pricing for Reflex

Volume-discounted site pricing for Reflex—applies to 2+ site purchases on the same order.

Number of Sites	List-Price Discount	Reflex Site Pricing
200+	35%	\$2,141.75
100–199	30%	\$2,306.50
50–99	25%	\$2,471.25
20–49	20%	\$2,636.00
10–19	15%	\$2,800.75
2–9	10%	\$2,965.50

Volume-Discounted Site Pricing for Frax

Volume-discounted site pricing for Frax Foundations 1 and 2—applies to 2+ site purchases on the same order.

Number of Sites	List-Price Discount	Frax Site Pricing
200+	35%	\$1,491.75
100–199	30%	\$1,606.50
50–99	25%	\$1,721.25
20–49	20%	\$1,836.00
10–19	15%	\$1,950.75
2–9	10%	\$2,065.50

Volume-Discounted Site Pricing for Reflex + Frax Math Bundle

Volume-discounted site pricing for Math Bundles (Reflex + Frax Foundations 1 and 2)—applies to 2+ site purchases on the same order.

Number of Sites	List-Price Discount	Math Bundle Site Pricing
200+	35%	\$3,116.75
100–199	30%	\$3,356.50
50–99	25%	\$3,596.25
20–49	20%	\$3,836.00
10–19	15%	\$4,075.75
2–9	10%	\$4,315.50

Volume-Discounted Site Pricing for Elementary Bundle

Volume-discounted site pricing for Gizmos, Reflex, Frax Foundations 1 and 2, and Science4Us—applies to 2+ site purchases on the same order.

Number of Sites	List-Price Discount	Elementary Bundle Site Pricing
200+	35%	\$4,309.50
100–199	30%	\$4,641.00
50–99	25%	\$4,972.50
20–49	20%	\$5,304.00
10–19	15%	\$5,635.50
2–9	10%	\$5,967.00

Ordering Information

Order Process

Unless otherwise agreed by ExploreLearning and customer, a state agency, district, or school customer may order subscription licenses and/or services offered under this solicitation proposal as awarded by contacting an ExploreLearning representative who will prepare a unique order quote, which will detail the type, number of units, and term of the subscription licenses and/or services. To confirm an order, the customer may email the quote, along with a purchase order, to the representative's email listed in the quote or fax to (877) 829-3039. Each purchase order must reference the correct quote number and should include a copy of the quote. In addition, customer purchase orders intended to be processed under this solicitation must include reference to this solicitation number (or the awarded solicitation Contract number as applicable), to indicate customer's intent that the order is to be processed under the terms of this solicitation as awarded, ExploreLearning's proposal thereto, and the applicable quote; any terms contained in any individual purchase order that are in addition to or inconsistent with the foregoing shall be null and of no effect. All orders are subject to ExploreLearning's review and acceptance. ExploreLearning's receipt and acceptance of the customer's purchase order (where applicable) or payment will be the basis for order confirmation. ExploreLearning does not accept purchase orders by phone, and requisitions may be accepted in lieu of a purchase order provided the requisition form includes (i) the bill to, (ii) our vendor information, (iii) a PO reference number, (iv) the correct quote number, and (v) the solicitation or awarded solicitation Contract number (as applicable). Unless otherwise set forth in the applicable ExploreLearning order quote or agreed by ExploreLearning and customer, pricing is valid for 60 days, customer will be invoiced for all fees under the applicable quote upon order acceptance, and payment is due net 30 days of invoice. Without prejudice to its other rights, ExploreLearning may suspend delivery of the subscriptions, products, and/or services in the event that the customer fails to make any payment when due. ExploreLearning will notify customer and provide reasonable opportunity for customer to cure prior to any such suspension.

Order Term

The order quote and associated confirming purchase order serve as an agreement for the order, which becomes effective upon its acceptance by both parties. Unless otherwise agreed by ExploreLearning and customer, the subscription licenses and/or services purchased pursuant to the order agreement will begin on or about the start date as set forth in the quote and continue in effect for the period set forth in the quote. Unless otherwise set forth in the quote or agreed to by ExploreLearning and customer, all subscription licenses under the order shall have the same start and end dates, all subscription products and services are deemed delivered upon provisioning of subscription license availability, and all subscription licenses and associated services must be used within the subscription period; unused subscription licenses or services are not eligible for refund or credit. On-site training may be fulfilled with a virtual training equivalency, as needed, of up to four 1.5-hour webinars per day of onsite.

Order Acceptance

All ExploreLearning subscriptions and/or services are offered subject to ExploreLearning's standard license and terms of use and privacy policy (the "License Terms"), available on the product login pages as supplemented by the terms of the awarded solicitation proposal and applicable quote and ExploreLearning's K-12 processing (<https://web.explorelearning.com/k12processing/>). By placing an order, customer confirms its acceptance of the License Terms, as well as the quote, which together with the awarded proposal and/or other associated agreement entered into by ExploreLearning and customer regarding the subscriptions, products and services under the applicable quote constitute the entire agreement between customer and ExploreLearning regarding such subscriptions, products, and services (the "Agreement") and provides its authorization to ExploreLearning's K-12 processing. Customer and ExploreLearning agree that the terms and conditions of the Agreement supersede any additional or inconsistent terms or provision in any customer drafted purchase order, or any communications, whether written or oral, between customer and ExploreLearning relating to the subject matter hereof, which shall be of no effect. In the event of any conflict, the terms of the Agreement shall govern.

Pricing

Unless otherwise previously agreed by ExploreLearning and customer in writing, pricing will be the then-current year's published price list, which is effective from July 1 to June 30.

Clarification Regarding Intellectual Property

Notwithstanding anything to the contrary, the District or State agency customer acknowledges and agrees that the Services are existing, commercially available SaaS-based subscriptions, provisioned in a multi-tenant, shared database architecture, with ancillary training, texts and other materials, which ExploreLearning offers and provisions to all of its educational customers under its standard limited license terms, and all ownership or other intellectual property rights of any kind in and to the Services and/or any associated materials developed, used or provided in the course of any services, or derivatives thereof, whether or not now or in the future acquired, filed, perfected, registered or recorded, are expressly reserved to and remain the property of ExploreLearning and/or its licensors, as set forth in the license terms. All rights relating to the Services and/or materials not expressly granted by ExploreLearning in the license terms for the Services are reserved. The parties acknowledge that elements of the ExploreLearning Services constitute software and documentation and are provided as "Commercial Items" as defined at 48 C.F.R. 2.101, and are being licensed to government end users solely as commercial computer software subject to restricted rights described in 48 C.F.R. 2.101 and 12.212. The parties do not anticipate or intend the creation by ExploreLearning of any newly created intellectual property or "Works Made for Hire" ("New Work Product Deliverable") to be owned exclusively by the customer under the Agreement, and nothing will be deemed a New Work Product Deliverable hereunder unless the development of such New Work Product Deliverable is expressly agreed and individually identified as a New Work Product Deliverable to be owned exclusively by the customer in an ExploreLearning quote or a statement of work signed by a VP or above level representative of ExploreLearning, on an individual case basis prior to creation.

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.

Statement of Exceptions and Clarifications

Henrico County Public Schools
RFP No. 24-2795-12EMF
Digital Content Solutions for K-12

ExploreLearning, LLC ("EL") hereby provides its Statement of Exceptions and Clarifications ("Statement") to the above titled request for proposal (the "RFP") of Henrico County Public Schools (the "District"), under which EL will an authorized vendor to provide its interactive online simulations for mathematics and science education subscription products and ancillary and supplemental materials and services, as identified in its RFP proposal (each, the "Product") to the District. This Amended Statement clarifies and supplements EL's response to the RFP ("Proposal"), as well as any resulting contract between the District and EL.

Additional exceptions and clarifications to the District's RFP, are identified as clarification comments in the following table:

Document	Page(s)	Section(s)	Exception
Request for Proposal	7/42	D. Compensation	Payment will be accepted by check or electronic funds transfer only, provided however, that at the discretion of and upon prior written approval by ExploreLearning, LLC. Customer-issued payment card/credit card transactions up to \$100,000 may be accepted, on an exception basis.
	9/42	F. Termination by County 3. Termination for convenience	For avoidance of doubt, all terms stating that District is entitled to pro-rated pricing upon termination are clarified with the following: All ExploreLearning, LLC Software-as-a-Service offerings are considered delivered in full upon license activation.
	12/42	R. Ownership of Deliverable and Related Products	The trademark(s) and copyrights to ExploreLearning, LLC and all ExploreLearning, LLC-related content and materials provided or used under this program are and shall remain

Document	Page(s)	Section(s)	Exception
			<p>the property of ExploreLearning, LLC. Copying, photocopying all or any part of the ExploreLearning, LLC associated materials or use of ExploreLearning, LLC trademarks, for any commercial purposes or any purpose other than the purposes herein, is prohibited.</p> <p>Notwithstanding anything to the contrary, the District acknowledges and agrees that the Services consist of existing, commercially available SaaS- based subscriptions, provisioned in a multi-tenant, shared database architecture, along with ancillary training, texts and other materials, which ExploreLearning, LLC offers and provisions to all of its educational customers under its standard limited license terms, and all ownership or other intellectual property rights of any kind in and to the services and/or any associated materials developed, used or provided in the course of any services, or derivatives thereof, whether or not now or in the future acquired, filed, perfected, registered or recorded, are expressly reserved to and remain the property of ExploreLearning, LLC and/or its licensors, as set forth in the license terms. All rights relating to the services and/or materials not expressly granted by ExploreLearning, LLC in the license terms for the services are reserved. To the extent that, in providing its contracted products and services to customer, ExploreLearning, LLC provides District with any Service training, reporting documentation or other materials, District is granted the limited, non-exclusive right and license to copy and use such materials solely for its internal educational purposes relating to the Services. ExploreLearning, LLC will be under no obligation to or restriction from District with respect using the same or similar ExploreLearning, LLC materials with any other District or for any purpose, provided however, that, for clarity, the foregoing shall not extend to or alter ExploreLearning, LLC's obligations and restrictions with respect to any personally identifiable student or staff user data or any other District confidential information, which shall at all times remain the confidential information and property of customer. The parties acknowledge that elements of the ExploreLearning, LLC services constitute software and documentation and are provided as "Commercial Items" as defined at 48 C.F.R. 2.101, and are being licensed to government end users solely as commercial computer software subject to restricted rights described in 48 C.F.R.</p>

Document	Page(s)	Section(s)	Exception
			2.101 and 12.212. The parties do not anticipate or intend the creation by ExploreLearning, LLC of any newly created intellectual property, "Work Product" or "Works Made for Hire" ("New Work Product Deliverable"), to be owned exclusively by the District under the Agreement, and nothing will be deemed a New Work Product Deliverable hereunder unless the development of such New Work Product Deliverable is expressly agreed and individually identified as a New Work Product Deliverable to be owned exclusively by the District in a ExploreLearning, LLC quote or a statement of work signed by a VP or above level representative of ExploreLearning, LLC, on an individual case basis prior to creation.
Virginia School Data Privacy Agreement	4/19	5. Disposition of Data	<p>Provider shall provide written notification when the division data has been disposed.</p> <p>The aforementioned sentence is clarified with:</p> <p>Upon written request, Provider shall provide written notification when the division data has been disposed.</p>
	6/19	2. Unauthorized Access or Data Breach d.	<p>d. take all legally required, reasonable, and customary measures in working with Division to remediate the breach, which may include toll free telephone support with informed customer services staff to address questions by affected parties and/or provide monitoring services if necessary given the nature and scope of the loss or disclosure;</p> <p>The aforementioned sentence is clarified with:</p> <p>d. take all legally required, reasonable, and customary measures in working with Division to remediate the breach if attributable to Provider, which may include toll free telephone support with informed customer services staff to address questions by affected parties and/or provide monitoring services if necessary given the nature and scope of the loss or disclosure;</p>
	7/19	E. Priority of Agreements	<p>This DPA supersedes all end user and "click-thru" agreements.</p> <p>The aforementioned sentence is clarified with:</p> <p>This DPA supersedes all conflicting terms in any end user and "click-thru" agreements.</p>
	11/19	Exhibit "A" Description of Services	This DPA supplements Provider's License Terms and each existing and subsequent agreement and quote for Provider's subscriptions and/or services, which are incorporated herein by reference.

Tab 12 - Assumptions

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

ExploreLearning will not include any assumptions within this tab. We have provided our Ordering Terms and legal exceptions elsewhere in the proposal.

Tab 13 - Appendices

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

Please see the following items on the pages that follow:

- Certificate of Insurance
- ISO 27001 Certificate
- Digital Sample Access



Henrico County Public Schools | RFP No. 24-2795-12EMF | Digital Content Solutions for K-12

Certificate of Insurance

Please find ExploreLearning's Certificate of Insurance on the following page(s).



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/05/2025

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

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

PRODUCER Aon Risk Services Southwest, Inc. Dallas TX Office 5005 Lyndon B Johnson Freeway Suite 1500 Dallas TX 75244 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED ExploreLearning, LLC. 17855 Dallas Pkwy Ste 400 Dallas TX 75287-6857 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Berkley National Insurance Company	
	INSURER B: Endurance American Insurance Company	
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		

Holder Identifier :

COVERAGES**CERTIFICATE NUMBER:** 570110777741**REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		TCP701596514	04/15/2024	04/15/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		TCP 7015965-14	04/15/2024	04/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION	Y		TCP701596514	04/15/2024	04/15/2025	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TWC701596615	04/15/2024	04/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
B	Cyber Liability			NRO30057891400 Cyber/E&O - Claims Made SIR applies per policy terms & conditions	04/15/2024	04/15/2025	Aggregate \$2,000,000

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

The County of Henrico and Henrico County Public Schools are included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Umbrella Liability policies. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. Should General Liability, Automobile Liability, Umbrella Liability and workers' compensation policies be cancelled before the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of policies.

CERTIFICATE HOLDER**CANCELLATION**

County of Henrico Attn: Risk Management PO Box 90775 Henrico VA 23273 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest, Inc.</i>

Certificate No : 570110777741

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY EXTENSION FOR TECHNOLOGY COMPANIES ENDORSEMENT

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement broadens coverage. The following schedule of coverage extensions is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement along with your entire policy carefully to determine the extent of coverage afforded.

SCHEDULE OF COVERAGE EXTENSIONS

A.	Additional Insured – Lessors of Leased Equipment	L.	Duties in the Event of Occurrence, Offense, Claim or Suit
B.	Additional Insured – Owners, Managers or Lessors of Premises	M.	Expected or Intended Injury or Damage (Property Damage)
C.	Additional Insured - Primary and Non-contributory	N.	Damage to Premises Rented To You
D.	Additional Insured – Vendors	O.	Medical Payments
E.	Additional Insured – Written Contract or Agreement	P.	Non-owned Aircraft
F.	Aggregate Limit Per Location	Q.	Non-owned Watercraft
G.	Amateur Athletic Participants	R.	Newly Acquired or Formed Organizations
H.	Bodily Injury Definition	S.	Supplementary Payments
I.	Broadened Named Insured	T.	Unintentional Omission
J.	Damage to Property – Borrowed Equipment, Customer Goods, Use of Elevators	U.	Waiver of Subrogation - Blanket
K.	Good Samaritan Services		

A. ADDITIONAL INSURED - LESSORS OF LEASED EQUIPMENT

Under **Section II - Who Is An Insured**, the following is added:

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for “bodily injury”, “property damage”, “personal and advertising injury” caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any “bodily injury” or “property damage” caused by an “occurrence” that takes place, or “personal and advertising injury” caused by an offense that is committed after the equipment lease expires.

B. ADDITIONAL INSURED - OWNERS, MANAGERS OR LESSORS OF PREMISES

Under **Section II - Who Is An Insured**, the following is added:

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

1. Any “bodily injury” or “property damage” caused by an “occurrence” that takes place, or “personal and advertising injury” caused by an offense that is committed, after you cease to be a tenant in that premises; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

C. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

D. ADDITIONAL INSURED - VENDORS

Under **Section II - Who Is An Insured**, the following is added:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

1. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
2. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

1. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
2. The insurance provided to such vendor does not apply to:
 - a. Any express warranty not authorized by you;
 - b. Any change in "your products" made by such vendor;
 - c. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of part under instructions from the manufacturer, and then repackaged in the original container;
 - d. Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - e. Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
 - f. "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

1. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
2. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

E. ADDITIONAL INSURED - WRITTEN CONTRACT OR AGREEMENT

Under **Section II - Who Is An Insured**, the following is added:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

1. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
2. Is caused, in whole or in part, by your acts or omissions in performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

F. AGGREGATE LIMIT PER LOCATION

1. Under **Section III - Limits Of Insurance**, the following is added:

The General Aggregate Limit applies separately to each of your "locations" owned by or rented or leased to you.

2. Under **Section V - Definitions**, the following is added:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

G. AMATEUR ATHLETIC PARTICIPANTS

Under **Section II - Who Is An Insured**, the following is added:

Any person representing you while participating in amateur athletic activities that you sponsor. However, no such person is an insured for:

1. "Bodily injury" to:
 - a. A co-participant, your "employee" or "volunteer worker" while participating in amateur athletic activities that you sponsor; or
 - b. You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company), or any "executive officer" (if you are an organization other than a partnership, joint venture, or limited liability company); or
2. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by:
 - a. A co-participant, your "employee" or "volunteer worker"; or
 - b. You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company), or any "executive officer" (if you are an organization other than a partnership, joint venture, or limited liability company).

H. BODILY INJURY

Under **Section V - Definitions**, the definition of "bodily injury" is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.

I. BROADENED NAMED INSURED

Under **Section II - Who Is Insured**, the following is added:

Any person or organization named in the Declarations and any organization you own, newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain more than 50% of the interests entitled to vote generally in the election of the governing body of such organization will qualify as a Named Insured if there is no other similar insurance available to such organization until the end of the policy period.

Coverage under this provision does not apply to any person or organization for which coverage is excluded by endorsement.

J. BROADENED PROPERTY DAMAGE - BORROWED EQUIPMENT, CUSTOMERS' GOODS AND USE OF ELEVATORS

The insurance for "property damage" liability is subject to the following:

1. Under **Section I - Coverages, Coverage A, Bodily Injury and Property Damage Liability**, paragraph 2., **Exclusions**, item j., **Damage To Property** is amended as follows:
 - a. The exclusion for personal property in the care, custody or control of the insured does not apply to "property damage" to equipment you borrow while at a job site and provided it is not being used by anyone to perform operations at the time of loss.
 - b. The exclusions for:
 - (1) Property loaned to you;
 - (2) Personal property in the care, custody or control of the insured; and
 - (3) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;do not apply to "property damage" to "customers' goods" while on your premises nor do they apply to "property damage" arising from the use of elevators at premises you own, rent, lease or occupy.
2. Subject to the Each Occurrence Limit, the most we will pay for "property damage" to "customers' goods" is \$25,000 per "occurrence".
3. Under **Section V - Definitions**, the following is added:

"Customers' goods" means goods of your customer on your premises for the purpose of being:

 - a. Repaired; or

b. Used in your manufacturing process.

4. Under **Section IV - Commercial General Liability Conditions**, the insurance afforded by this provision is excess over any other valid and collectible property insurance (including any deductible) available to the insured whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions.

K. GOOD SAMARITAN SERVICES

1. Under **Section II - Who Is Insured**, paragraph 2., item d., the following is added:
This exclusion does not apply to your employees or volunteer workers, other than an employed or volunteer physician, rendering "Good Samaritan services".
2. Under **Section V - Definitions**, the following definition is added:
"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

L. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions**, paragraph 2., **Duties In The Event Of Occurrence, Claim or Suit** is amended to include the following:

1. The requirements that you must:
- a. Notify us of an "occurrence" offense, claim or "suit"; and
 - b. Send us documents concerning a claim or "suit" apply only when such accident claim, "suit" or loss is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) An executive officer of the corporation or insurance manager, if you are a corporation; or
 - (4) A manager, if you are a limited liability company.
2. The requirement that you must notify us as soon as practicable of an "occurrence" or an offense that may result in a claim does not apply if you report an "occurrence" to your workers compensation insurer which later develops into a liability claim for which coverage is provided by this policy. However, as soon as you have definite knowledge that the particular "occurrence" is a liability claim rather than a workers' compensation claim, you must comply with the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition.

M. EXPECTED OR INTENDED INJURY OR DAMAGE (PROPERTY DAMAGE)

Under **Section I - Coverages, Coverage A, Bodily Injury And Property Damage Liability**, paragraph 2., **Exclusions**, item a., **Expected Or Intended Injury**, is deleted and replaced by the following:

a. **Expected or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

N. DAMAGE TO PREMISES RENTED TO YOU

If damage to premises rented to you is not otherwise excluded from this policy or coverage part, then the following provisions apply:

1. The last paragraph under **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability** is deleted and replaced by the following:
Exclusions c. through n. do not apply to damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner, including the contents of premises rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance**.
2. The paragraph immediately after Sub-paragraph j.(6) of Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability** is deleted and replaced by the following:
Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

3. Paragraph 6. of **Section III - Limits Of Insurance** is deleted and replaced by the following:
 6. Subject to Paragraph 5. above, the greater of:
 - a. \$500,000; or
 - b. The Damage To Premises Rented To You Limit shown in the Declarations;
is the most we will pay under Coverage A for damages because of "property damage" to premises while rented to you, or in the case of damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with permission of the owner, including the contents of such premises rented to you for a period of seven or fewer consecutive days.
4. Subparagraph **b.(1)(a)(ii)** of Paragraph 4. **Other Insurance** of **Section IV - Commercial General Liability Conditions** is deleted and replaced by the following:
 - (ii) That is fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner, or for personal property of others in your care, custody or control;
5. Subparagraph **a.** of Definition 9. "Insured contract" of **Section V - Definitions** is deleted and replaced by the following:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".
6. As used in this provision "smoke" does not include smoke from agricultural smudging, industrial operations or a "hostile fire".

O. MEDICAL PAYMENTS

1. Under **Section I - Coverages, Coverage C, Medical Payments**, paragraph 1., **Insuring Agreement**, the requirement that expenses are incurred and reported to us within one year of the date of the accident is changed to three years.
2. The Medical Expense Limit is \$15,000 per person or the amount shown in the Declarations as the Medical Expense Limit, whichever is greater.
3. This provision **O.** does not apply if **Coverage C, Medical Payments**, is otherwise excluded either by the provisions of the Coverage Form or by endorsement.

P. NON-OWNED AIRCRAFT

1. Under **Section I - Coverages, Coverage A, Bodily Injury and Property Damage Liability**, item 2., **Exclusions**, item **g.**, **Aircraft, Auto Or Watercraft**, does not apply to an aircraft that is:
 - a. Hired, chartered or loaned with a paid crew; and
 - b. Not owned by any insured.
2. The insurance afforded by this provision **P.** is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the Commercial General Liability Conditions.

Q. NON-OWNED WATERCRAFT

1. Under **Section II - Who Is Insured**, is amended as follows:

To include as an insured for any watercraft that is covered by this policy, any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft. However, no person or organization is an insured with respect to:

 - a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
 - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
2. In the exception to the **Aircraft, Auto Or Watercraft** exclusion under **Coverage A, Bodily Injury And Property Damage Liability**, the limitation on the length of a watercraft is increased to 75 feet.
3. The insurance afforded by this provision **Q.** is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the Commercial General Liability Conditions.

R. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Under **Section II - Who Is An Insured**, item **3.a.** is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the end of the current policy period.

S. SUPPLEMENTARY PAYMENTS

Under **Section I - Coverages, Supplementary Payments - Coverages A and B** is amended as follows:

1. The limit for the cost of bail bonds is amended to \$2,500; and
2. The limit for reasonable expenses incurred by the "insured" is amended to \$500 a day.

T. UNINTENTIONAL OMISSION

Under **Section IV - Commercial General Liability Conditions**, paragraph **6.**, **Representations**, the following is added:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

U. WAIVER OF SUBROGATION - BLANKET

Under **Section IV - Commercial General Liability Conditions**, paragraph **8.**, **Transfer of Rights of Recovery Against Others to Us** the following is added:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations done under a written contract or agreement with that person or organization and included in "your work" or the "products-completed operations hazard". This waiver applies only to persons or organizations with whom you have a written contract, executed prior to the "bodily injury" or "property damage", that requires you to waive your rights of recovery.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following form:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the policy, the provisions of this endorsement apply.

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. For complete details on specific coverages, consult the actual policy wording.

SCHEDULE

Coverage	Limit of Insurance
Who is an Insured - Employees, Partners, Members, Volunteers and Board Members	Included
Automatic Additional Insureds - By Contract and Primary and Non-Contributory Provision	Included
Leased Auto Coverage	Included
Owned Subsidiaries and Newly Acquired or Formed Organizations	Included
Supplementary Payments - Bail Bonds	\$5,000
Supplementary Payments - Loss of Earnings	\$1,000 - Per Day
Fellow Employee	Included
Physical Damage Coverage Extensions - Towing	\$200 - Any Auto
Physical Damage Coverage Extensions - Glass Breakage	No Deductible
Physical Damage Coverage Extensions - Transportation Expenses	\$100 - Per Day \$3,000 - Maximum
Hired Auto Physical Damage Coverage	\$100 - Per Day \$3,000 - Maximum
Total Theft of a Covered Auto	\$500 - Personal Items \$1,000 - Reasonable Expenses to Return Stolen Auto
Auto Loan / Lease Gap Protection	Included
Customization Coverage	\$2,000
Newly Acquired Owned Autos and Donated Autos Physical Damage Coverage	\$100,000
Rental Reimbursement Coverage	\$100 per day up to 30 days \$500 for reasonable expenses to remove and replace your materials and equipment
Accidental Discharge - Airbag Coverage	Included
Original Equipment Manufacturer OEM Part Replacement	Included
Multiple Deductibles	Included

SCHEDULE (Continued)

Coverage	Limit of Insurance
Notice and Knowledge of Occurrence - Duties in the Event of Accident, Claim, Suit or Loss	Included
Blanket Waiver of Subrogation By Written Contract	Included
Unintentional Errors And Omissions	Included
Mental Anguish	Included

A. WHO IS AN INSURED - EMPLOYEES, PARTNERS, MEMBERS, VOLUNTEERS AND BOARD MEMBERS

The following is added to **Section II - Covered Autos Liability Coverage**, Paragraph **A.1. Who Is An Insured**:

- d. Any "employee", partner or member of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.
- e. Anyone volunteering services to you while using a covered "auto" you don't own, hire or borrow in activities necessary to your business. Anyone else who furnishes that "auto" is also an "insured".
- f. Board members (or their spouses) while renting a vehicle while on business for the named insured.

B. AUTOMATIC ADDITIONAL INSUREDS BY CONTRACT AND PRIMARY AND NON-CONTRIBUTORY PROVISION

- 1. **Section II - Covered Autos Liability Coverage**, Paragraph **A.1. Who is An Insured** is amended to include as an Insured any person or organization whom you are required to add as an Additional Insured on this policy under a written contract or written agreement in effect on the date of the "accident"; and signed by all parties prior to the "accident."
- 2. This person or organization is an Additional Insured only to the extent you are liable for an "accident" caused, in whole or in part, by the use of a covered "auto" being driven by you or any "insured." However:
 - a. The insurance afforded to such Additional Insured only applies to the extent permitted by law; and
 - b. If coverage provided to the Additional Insured is required by a written contract or written agreement, the insurance afforded to such Additional Insured will not be broader than that which you are required by the written contract or written agreement to provide for such Additional Insured.
- 3. With respect to insurance provided to an Additional Insured the following provisions apply:
 - a. This insurance is primary to and will not seek contribution from any other insurance available to an Additional Insured under your policy provided that:
 - (1) The Additional Insured is a Named Insured under such other insurance; and
 - (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.
 - b. When a written contract or written agreement does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a Named Insured.
 - c. Regardless of the written contract or written agreement between you and an Additional Insured, this insurance is excess over any other insurance whether primary, excess, contingent or any other basis for which the Additional Insured has been added as an additional insured on other policies.
 - d. If coverage provided to the additional insured is required by a written contract or written agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
 - (1) Required by the written contract or written agreement; or
 - (2) Available under the applicable Limits of Insurance show in the Declarations;whichever is less.

C. LEASED AUTO COVERAGE

With respect to insurance provided to an Additional Insured who is a lessor of a "leased auto" the following provisions apply:

- 1. **Section II - Covered Autos Liability Coverage**, Paragraph **A. Coverage** is amended by adding the following:
 - a. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not covered "auto" you hire or borrow.

- b. For a covered "auto" that is a "leased auto" Who Is An Insured is changed to include as an "Insured" the lessor.
- c. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto," whichever occurs first.

2. Section IV - Business Auto Conditions, Paragraph A.4. Loss Payment - Physical Damage Coverages is amended by adding the following:

- a. We will pay, as interest may appear, you and the lessor for "loss" to a "leased auto."
- b. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- c. If we make any payment to the lessor, we will obtain his or her rights against any other party.

3. Section V - Definitions is amended by adding the following definition:

"Leased auto" means any "auto" leased or rented to you including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

D. OWNED SUBSIDIARIES AND NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Section II - Covered Autos Liability Coverage, Paragraph A.1. Who Is An Insured is amended by adding the following:

The following are "insureds":

- 1. Any subsidiary which is a legally incorporated entity of which you maintain ownership or majority interest on the effective date of this Coverage Form, except:
 - a. Any subsidiary that is an insured under any other automobile liability policy.
 - b. Any subsidiary which would be an insured under any other automobile liability policy but for the termination of such policy or exhaustion of such policy's Limits of Insurance.
- 2. Any organization you newly acquire or form, and in which you maintain ownership or majority interest, but only for the period beginning when you first maintained majority interest until the end of the policy period of this Coverage Form, or the next anniversary of the inception date of this Coverage Form, whichever is earlier. However, the newly acquired or formed organization is not an "Insured":
 - a. For "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.
 - b. If it is an insured under any other automobile liability policy or would be an insured under any other automobile liability policy but for the termination of such policy or exhaustion of such policy's Limits of Insurance.

E. SUPPLEMENTARY PAYMENTS

- 1. **Section II - Covered Autos Liability Coverage, Paragraph A.2.a.(2)** is deleted and replaced with the following:
 - (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- 2. **Section II - Covered Autos Liability Coverage, Paragraph A.2.a.(4)** is deleted and replaced with the following:
 - (4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

F. FELLOW EMPLOYEE

Section II - Covered Autos Liability Coverage, Paragraph B.5.b. is amended with the addition of the following:

This exclusion does not apply to "bodily injury" resulting from the use of a covered "auto" you own or hire. This Coverage is excess over any other collectible insurance.

G. PHYSICAL DAMAGE COVERAGE EXTENSIONS - TOWING

Section III - Physical Damage Coverage, Paragraph A.2. Towing is deleted in its entirety and replaced with the following:

2. Towing

We will pay up to \$200 for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement. No deductible applies to this enhancement.

H. PHYSICAL DAMAGE COVERAGE EXTENSIONS - GLASS BREAKAGE

Section III - Physical Damage Coverage, Paragraph A.3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles is amended by adding the following:

No deductible for covered "autos" applies to "loss" resulting from glass breakage.

I. PHYSICAL DAMAGE COVERAGE EXTENSIONS - TRANSPORTATION EXPENSES

Section III - Physical Damage Coverage, Paragraph A.4.a. Transportation Expenses is deleted in its entirety and replaced with the following:

a. Transportation Expenses

We will pay up to \$100 per day to a maximum of \$3,000 for temporary transportation expense incurred by you because of "loss" to a covered "auto". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred until the covered "auto" is returned to use or we pay for its "loss," regardless of the policy's expiration.

We will pay under this Coverage Extension only that amount of Transportation Expenses which is not already provided under Paragraph **O. Rental Reimbursement Coverage Extension** of this endorsement.

J. HIRED AUTO PHYSICAL DAMAGE COVERAGE

Section III - Physical Damage Coverage, Paragraph A.4. Coverage Extensions is amended to add the following:

Hired Auto Physical Damage Coverage

If Comprehensive Coverage, Specified Causes of Loss or Collision Coverage is shown in the Declarations for any covered "auto", then the same type of Physical Damage Coverage is provided for any Hired Auto, subject to the following:

1. The most we will pay for any one "accident" or "loss" is the lesser of:
 - a. The actual cash value of the covered "auto" at the time of the "loss"; or
 - b. The actual cost to repair or replace such covered "auto" at the time of the "loss".
2. The Limit of Insurance as determined under Paragraph 1. above, will be reduced by any applicable Comprehensive or Collision deductible for each covered "auto". This deductible will be equal to the largest deductible applicable under any coverage for such covered "auto". No deductible applies to "loss" caused by fire or lightning.
3. The coverage provided by this Coverage Extension will be excess over any other collectible insurance.
4. Subject to Paragraphs 1., 2., and 3. above, we will provide the broadest coverage applicable to any covered "auto" shown in the Declarations.
5. For coverage provided under this coverage extension, the last sentence of Paragraph **A.4.b. of Section III - Physical Damage Coverage**, is deleted and replaced with the following:

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3,000 per "accident" if loss of use results from an "accident" for which you are legally liable and the lessor incurs a financial loss.

K. TOTAL THEFT OF A COVERED AUTO

Section III - Physical Damage Coverage, Paragraph A.4. Coverage Extensions is amended to add the following:

Total Theft of a Covered Auto

In the event of the total theft of a covered "auto":

1. Coverage includes personal items in the covered "auto" at the time of loss up to a maximum of \$500. No deductible applies to this coverage.
2. We will pay reasonable expenses for returning the stolen covered "auto" to you once it is recovered, up to a maximum of \$1,000. No deductible applies to this coverage.

L. AUTO LOAN / LEASE GAP PROTECTION

Section III - Physical Damage Coverage, Paragraph A.4. Coverage Extensions is amended to add the following:

In the event of a total "loss" of a covered "auto" shown in the Declarations for which Physical Damage Coverage is provided, we will provide coverage for any unpaid amount due on the lease or loan for such covered "auto", less the following:

1. The amount paid under the Physical Damage Coverage Section of the Policy for that covered "auto"; and
2. Any:
 - a. Overdue lease or loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

M. CUSTOMIZATION COVERAGE

Section III - Physical Damage Coverage, Paragraph A.4. Coverage Extensions is amended to add the following:

1. We will pay with respect to a covered "auto" for "loss" to automobile customization which includes special carpeting and insulation, height - extended roofs and custom murals, paintings, vinyl wraps or other details or graphics.
2. Our limit of liability for "loss" to automobile customizations in any one "loss" shall be the least of:
 - a. The actual cash value of the stolen or damaged property;
 - b. The amount necessary to repair or replace the property; or
 - c. \$2,000.

This Coverage Extension does not apply to electronic equipment.

N. NEWLY ACQUIRED OWNED AUTOS AND DONATED AUTOS PHYSICAL DAMAGE COVERAGE

Section III - Physical Damage Coverage, Paragraph A.4. Coverage Extensions is amended to add the following:

1. If Comprehensive, Specified Causes of Loss, or Collision Coverage is provided by this Policy, the coverage is extended to apply to Physical Damage "loss" to your newly acquired owned "autos" and donated autos. We will provide the broadest coverage available to any covered "auto" shown in the Declarations.
2. The most we will pay for "loss" to a newly acquired "auto" or donated auto is the least of:
 - a. The actual cash value of the damaged or stolen property as of the time the "loss," or your actual cost of purchase of the newly acquired "auto", whichever is more;
 - b. The actual cost of:
 - (1) Replacing the damaged or stolen property with other property of like kind and quality; or
 - (2) Repairing the damaged property without deduction for depreciation; or
 - c. \$100,000.

However, the most we will pay for all covered physical damage "loss" for newly acquired autos and donated autos occurring during the policy period shown on the Declarations is \$100,000.

3. For each newly acquired "auto" our obligation to pay "loss" will be reduced by a deductible equal to the highest deductible applicable to any "auto" for that coverage. No deductible will be applied to "loss" caused by fire or lightning.
4. Coverage under this Extension, for newly acquired owned "autos" is afforded until you notify us to add the newly acquired owned vehicle to your auto schedule or until the end of the policy period, whichever is earlier.

O. RENTAL REIMBURSEMENT COVERAGE EXTENSION

Section III - Physical Damage Coverage, Paragraph A.4. Coverage Extensions is amended to add the following:

1. For those covered "autos" for which you carry Comprehensive or Specified Cause of Loss Coverage:
 - a. We will pay up to \$100 per day, for up to 30 days, for Rental Reimbursement Expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto".
 - b. We will pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".
2. We will pay under this coverage extension only that amount of your Rental Reimbursement Expenses which is not already provided under Paragraph **I. Transportation Expenses** of this endorsement.

P. ACCIDENTAL DISCHARGE - AIRBAG COVERAGE

Section III - Physical Damage Coverage, Exclusion **B.3.a.** does not apply to “loss” due and confined to the accidental discharge of an airbag. No deductible applies to this coverage.

Q. ORIGINAL EQUIPMENT MANUFACTURER (OEM) PART REPLACEMENT

Section III - Physical Damage Coverage, Paragraph **C.1. Limits of Insurance** is amended to include the following:

We will pay the cost to replace the damaged parts (excluding glass and mechanical parts) with new Original Equipment Manufacturer (OEM) replacement parts if the damage parts cannot be repaired.

R. MULTIPLE DEDUCTIBLES

Section III - Physical Damage Coverage, Paragraph **D. Deductible** is amended to add the following:

When two or more covered “autos” sustain “loss” in a single incident, a single Physical Damage deductible will apply to the total “loss” for all covered “autos.” That deductible will be the largest of all deductibles applying to any of the covered “autos” involved in the single incident.

S. NOTICE AND KNOWLEDGE OF OCCURRENCE - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

1. Section IV - Business Auto Conditions, Paragraph **A.2.a.** is deleted and replaced with the following:

- a. In the event of “accident,” claim, “suit” or “loss,” you must give us or our authorized representative notice as soon as practicable of the “accident” or “loss” after the “accident” or “loss” is known to you (if you are an individual), one of your partners (if you are a partnership), or one of your officers or any personnel responsible for insurance, risk management, or loss prevention (if you are a corporation). Notice shall include:

- (1) How, when and where the “accident” or “loss” occurred;
- (2) The “insured’s” name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

2. Section IV - Business Auto Conditions, Paragraph **A.2.b(2)** is deleted and replaced with the following:

- (2) As soon as practicable send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or “suit” after the claim or “suit” is known to you (if you are an individual), one of your partners (if you are a partnership), or one of your officers or any personnel responsible for insurance, risk management, or loss prevention (if you are a corporation).

T. BLANKET WAIVER OF SUBROGATION BY WRITTEN CONTRACT

Section IV - Business Auto Conditions, Paragraph **A.5.** is amended to add the following:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract or written agreement signed by all parties prior to any “accident” or “loss”, provided that the “accident” or “loss” arises out of the operations contemplated by such written contract or written agreement. The waiver applies only to the person or organization designated in such written contract or written agreement.

U. UNINTENTIONAL ERRORS AND OMISSIONS

Section IV - Business Auto Conditions, Paragraph **B.2.** is amended to add the following:

However, if you should unintentionally mispresent or conceal information to us at any time, we will not deny coverage under this policy based on this unintentional error or omission.

This provision does not affect our right to cancel or non-renew your coverage or collect additional premium for any added exposures.

V. MENTAL ANGUISH

Section V - Definitions, Definition **C.** “Bodily Injury” is deleted and replaced by the following:

“Bodily Injury” means physical injury, sickness or disease sustained by a person including death resulting from any of these. “Bodily Injury” also means mental injury, mental anguish, humiliation or shock if directly resulting from physical injury, sickness or disease to that person.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

ABUSE OR MOLESTATION LIABILITY COVERAGE FORM
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL OUTPUT PROGRAM
COMMERCIAL PROPERTY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Schedule of Person(s) or Organization(s):
Any person or Organization required by written contract to receive such notice, as evidenced by list on file with Company.
Number of Days Notice: 30
(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

Common Policy Conditions Condition A, Cancellation, is amended to include the following:

Notice of cancellation will be also be provided to the person(s) or organization(s) listed in the schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT - NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

SCHEDULE:

Schedule of Person(s) or Organization(s):

Per list on file with the company.

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

Part Six - Conditions - Condition D, Cancellation, is amended to include the following:

Notice of cancellation will be also be provided to the person(s) or organization(s) listed in the schedule above.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.



Henrico County Public Schools | RFP No. 24-2795-12EMF | Digital Content Solutions for K-12

ISO 27001 Certificate

Please find ExploreLearning's ISO 27001 certification on the following page(s).



ExploreLearning, LLC, a Cambium Learning Group
Company
Certificate Number: ISMS-EX-021524

CERTIFICATE OF REGISTRATION

Information Security Management System
ISO/IEC 27001:2013

ExploreLearning, LLC, a Cambium Learning Group Company

A-LIGN Compliance and Security, Inc. certifies that the organization operates an Information Security Management System that conforms to the requirements of ISO/IEC 27001:2013. The scope and boundaries of the ISMS is as follows:

The scope of the information security management system (ISMS) is for ExploreLearning, LLC. products. The ISMS is in place to protect confidentiality, integrity, and availability of in-scope systems, employees, and locations. Below is the list of products covered.

- Gizmos (on legacy platform)
- Gizmos (on common platform)
- Reflex Math
- Frax Math
- Science4Us

Certificate	ISMS-EX-021524	Original Certification Date	February 15, 2024
Version	1.0	Expiry Date	February 15, 2027
Statement of Applicability	Version 1.0 (September 28, 2023)	Issuance Date	February 15, 2024

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A-LIGN.COM



Authorized by:

Stephanie Oyler
Stephanie Oyler
VP of Attestation Services

This certificate is the property of A-LIGN compliance and Security, Inc ("A-LIGN") and is bound by legally enforceable arrangements. This certificate relates to the organization's Information Security Management System and requirements of ISO/IEC 27001:2013 as defined by the scope and shall in no way imply that the organization's products, processes or services (in-scope or outside of the scope) are certified. The certification number, certification body mark and accreditation mark shall not be used on products or used in conjunction with documents relating to the organization's products, processes or services. A-LIGN shall take action to deal with incorrect or misleading use of the certificate, certification status or marks. This certification can be validated by contacting A-LIGN.



ExploreLearning, LLC, a Cambium Learning Group Company	
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