



**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:	2795G
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:	Newsela Inc.
Address:	169 Madison Ave. STE 2770
City, State:	New York, NY 10016
Contact Name:	Stacey Angelo
Phone Number:	304-914-7745
Email address:	Stacey.angelo@newsela.com
ORACLE SUPPLIER NUMBER:	377504
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. 2795G

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

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

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

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

**COMPENSATION:** The compensation HCPS will pay to the Contractor under this Contract shall be pursuant to Exhibit E and summarized in Table 1 immediately below.

Table 1

Product	Student Count: All students	Rate Per Student	Total	Student Count: Middle & High	Rate Per Student	Total	Student Count: Elementary	Rate Per Student	Total
Newsela Blended Learning Suite	48,457	\$13.28	\$643,630						
Newsela Blended Learning Suite + Newsela	48,457	\$14.19	\$687,370						
Newsela Blended Learning Suite, Formative Gold, and Newsela	48,457	\$17.80	\$862,534	26,293	\$22.00	\$578,446	22,164	\$22.00	\$487,608
Newsela Writing Add-on	48,457	\$0.91	\$44,096	26,293	\$1.00	\$26,293	22,164	\$1.00	\$22,164
Formative Gold Add-on	48,457	\$7.00	\$339,199	26,293	\$7.25	\$190,624	22,164	\$7.25	\$160,689
In Person Professional Learning	N/A	N/A	\$4,200						

Any quotes or invoices issued by the Contractor must include a reference to Contract 2795G and must not require a signature by HCPS. HCPS will issue a purchase order to the Contractor, and such purchase orders will include a reference to Contract 2795G.

**CONTRACT TERM:** The Contract term shall be from July 1, 2025 through June 30, 2026. HCPS may renew the Contract for up to four one-year terms giving 30 days' written notice before the end of the term unless Contractor has given HCPS written notice that it does not wish to renew at least 90 days before the end of the term.

**CONTRACT DOCUMENTS:** This Contract hereby incorporates by reference the documents listed below (the "Contract Documents") which shall control in the following descending order:

1. This Non-Professional Services Contract between the County and Contractor;
2. License Agreement Addendum (Exhibit A);
3. Virginia School Data Privacy Agreement (Exhibit B);
4. Newsela's Terms of Use last updated January 11, 2015 (Exhibit C);
5. The Negotiated Modifications (Exhibit D);
6. The General Contract Terms and Conditions included in the Request for Proposals;
7. Contractor's email and BAFO dated March 28, 2025 (Exhibit E);
8. Contractor's Original Proposal dated February 11, 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.

Newsela, Inc.

169 Madison Avenue, STE 2770  
New York, NY 10016



Signature

Bryan Caplin, Chief Revenue Officer  
Printed Name and Title

06 / 10 / 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

06/12/2025

Date

APPROVED AS TO FORM

 6-11-25

Assistant County Attorney

## EXHIBIT A

### LICENSE AGREEMENT ADDENDUM

The County School Board of Henrico County, Virginia (“**County**”) and Newsela, Inc., a Delaware Corporation (“**Licensor**”), are entering into Contract No. 2795G for Digital Content Solutions for K-12 (“**Agreement**”). Licensor has requested that its Newsela Terms of Use, last updated January 11, 2015 (“**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.

Newsela, Inc.

Bryan Caplin  
Signature

Bryan Caplin, Chief Revenue Officer  
Printed Name and Title

06 / 10 / 2025  
Date


County School Board of Henrico County,  
Virginia

Oscar Knott  
Signature

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

06/12/2025  
Date

APPROVED AS TO FORM

 6-11-25  
Assistant County Attorney

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

This Virginia School Data Privacy Agreement (“DPA”) is entered into by and between the

County School Board of Henrico County, Virginia

(hereinafter referred to as “Division”) and

**Newsela, Inc.**

(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**

Newsela Services

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

4. **DPA Definitions.** The definition of terms used in this DPA is found in Exhibit “C”. In the event of a conflict, definitions used 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 no longer than (30) 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 no longer than (30) 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 new event shelters provider dispose of data pursuant to this provision unless and until provider has received affirmative written confirmation from Division that data will not be transferred to a separate account.
- 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 confirmed 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:	Bryan Caplin
Title:	Chief Revenue Officer
Address:	169 Madison Ave. #2770, New York, NY 10016
eMail:	privacy@newsela.com
Phone:	646-450-0005

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:	Bryan Caplin
Title:	Chief Revenue Officer
Address:	169 Madison Ave. #2770, New York, NY 10016
eMail:	privacy@newsela.com
Phone:	646-450-0005

*[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 *Bryan Caplin*

Date: 06 / 10 / 2025

Printed Name: Bryan Caplin

Title: Chief Revenue Officer

Division Signature *John B. Wack*

Date: 6/11/2025

Printed Name: John B. Wack

Title: Chief Financial Officer

APPROVED AS TO FORM

*Arnold Brown* 6-11-25

Assistant County Attorney

# **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

## **EXHIBIT “A”**

### DESCRIPTION OF SERVICES

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

Newsela Services: Newsela provides content at differentiated consumption levels along with integrated assessments via www.newsela.com (the “Website”), the Newsela mobile application (“App”) and any other websites or applications of Newsela, Inc. Services include ongoing upgrading of the consumption level algorithm, communications with teachers and administrators in support of their use of the product, as well as the benefits of related research and development, improvements and supplements supporting the Newsela offerings, the Website and/or the App (collectively, the “Services”).

# **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"/> Browser user agents
Application Use Statistics	Meta data on user interaction with application	<input checked="" type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input 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 checked="" type="checkbox"/>
	Place of Birth	<input type="checkbox"/>
	Gender	<input type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>
	Language information (native, preferred or primary language spoken by student)	<input type="checkbox"/>
Enrollment	Other demographic information- Please specify:	<input type="checkbox"/>
	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"/>

## **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 type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>
	Low income status	<input 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 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 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 checked="" type="checkbox"/>
Student work	Student generated content; writing, pictures etc.	<input checked="" type="checkbox"/>
	Other student	<input checked="" type="checkbox"/>



## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

		Multiple choice quiz answers, annotations	
	work data - Please specify:	<input checked="" 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.

# **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

## **EXHIBIT “C”**

### DEFINITIONS

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

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

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

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

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

PII includes, without limitation, at least the following:

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

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

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

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

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

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

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

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

## **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

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

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

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

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

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

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

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

# **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

## **EXHIBIT "D"**

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

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

#### 1. Extent of Disposition

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

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

[Insert categories of data]

#### 2. Nature of Disposition

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

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

[Insert or attach special instructions.]

#### 3. Timing of Disposition

Data shall be disposed of by the following date:

☐ As soon as commercially practicable

☐ By (Insert Date)

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

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

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

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

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

#### 5. Verification of Disposition of Data

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

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

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

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

# **VIRGINIA SCHOOL DATA PRIVACY AGREEMENT**

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

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

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

Date: 06 / 10 / 2025

Printed Name: Bryan Caplin

Title/Position: Chief Revenue Officer

### **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: \_\_\_\_\_

# Newsela — Terms of Use

Newsela — Terms of Use [Last Updated Date: January 11, 2015]

PLEASE READ THIS TERMS OF USE AGREEMENT (THE “TERMS”) CAREFULLY. BY ACCESSING OR USING WWW.NEWSLA.COM (THE “WEBSITE”), THE NEWSLA MOBILE APPLICATION (“APP”) OR ANY OTHER WEBSITES OR APPLICATIONS OF NEWSLA, INC. (“NEWSLA” “WE” OR “US”) THAT LINK TO THESE TERMS, OR ANY OF THE SERVICES PROVIDED OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE OR APP (COLLECTIVELY, THE “SERVICES”) YOU (“YOU” OR “USER”) REPRESENT THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS.

## 1. General.

1.1. Acceptance; Authority. By registering for and/or using the Services in any manner, including but not limited to visiting or browsing the Website or App, you agree to these Terms. If you do not agree, or do not have all requisite authority and consent to be bound by the Terms (as further described below), you may not access or use the Website, App or Services in any way.

1.2. Types of Users. The Services are available to several different types of Users, who will have different types of accounts with different tools, functionalities and restrictions. For example, the Services may be accessed by educators and instructors (collectively, “Teachers”) teaching a class (“Class”) in which the Services are a part of the curriculum, the students enrolled in such classes (“Students”) or by individuals working within an educational institution, such as a school or school district (collectively “Schools”) who will use the Services to monitor the progress of Students across several Classes.

1.3. Additional Terms. Certain of the Services may be subject to additional terms and conditions specified by us from time to time; your use of such Services is subject to those additional terms and conditions, which are incorporated into these Terms by this reference.

1.4. Eligibility. By registering for or using the Services in any way, you represent and warrant that you meet all eligibility criteria set forth in these Terms, including all age and authorization requirements listed below. We may, in our sole discretion, refuse to offer the Services to any person or entity and change the eligibility criteria at any time. You are solely responsible for ensuring that these Terms are in compliance with all laws, rules and regulations applicable to you and the right to access the Services is revoked where these Terms or use of the Services is prohibited or to the extent offering, sale or provision of the Services conflicts with any applicable law, rule or regulation.

1.5. Modifications. Please regularly check the Website or App, as applicable, to view the then-current Terms. When changes are made, Newsela will make a new copy of the Terms available on the Website and/or through the App, as applicable, and we will update the “Last Updated” date at the top of the Terms. If we make any changes to the way Student Data is collected, used or shared by the Services, we will also send an e-mail to the applicable accountholder using the contact information we have on file with additional information regarding the collection of such data and available options regarding data collection and use, before the data is used in any manner inconsistent with the terms initially provided to Users. For other changes, the Terms are subject to change by Newsela in its sole discretion at any time. If you do not agree to any change(s) after receiving a notice of such change(s), please stop using the Website and/or the Services and please contact us to have your account deleted. Otherwise, your continued use of the Website, App and/or Services constitutes your acceptance of such change(s). Any changes to the Terms will be effective immediately for new Users of the Services.

1.6. ARBITRATION. THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE. MORE INFORMATION ABOUT ARBITRATION IS INCLUDED BELOW.

## 2. Services.

2.1 Use of the Services. The Website, App and Services, and the information, data and content made available on the Website, App or Services ("Content") are protected by copyright and other intellectual property and proprietary rights laws throughout the world. Subject to the Terms, Newsela grants you a limited license to access, view, download, print or reproduce certain portions of the Services, as designated by Newsela, for the sole purpose of using the Services for your (or your Students' or School's) educational, non-commercial purposes.

2.2. Restrictions. The rights granted to you in the Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Website, App or Services; (b) you shall not use framing techniques to enclose any trademark or logo on the Website, App or Services; (c) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Website, App or Services except to the extent the foregoing restrictions are expressly prohibited by applicable statutory law; (d) you shall not use any manual or automated software, devices, or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools, or the like) to "scrape" or download data from any web pages contained in the Website, App or Services; (e) except as expressly stated herein, no part of the Website, App or Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, provided that you may reproduce or print certain Content made available through the Website, App or Services, as designated by Newsela, on behalf of your Students who have existing Accounts; and (f) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Website, App or Services. Any future release, update or other addition to the Website, App or Services shall be subject to the Terms. Newsela, its licensors, suppliers and service providers reserve all rights not granted in the Terms. Any unauthorized use of the Website, App or Services terminates the licenses granted by Newsela pursuant to the Terms.

### 3. Registration.

In order to access certain features of the Services, you must have a registered account for the Services ("Account"). Accounts are categorized as "Student," "Learner," "Teacher" and "Administrator."

3.1. Eligibility. If you are under age 18, you may only register for and use the Services under the supervision of an adult, in which case the adult shall be deemed the User and shall be responsible for any and all activities.

3.2. Registration Data. In registering for the Services, you (a) agree to provide all necessary information about yourself and your School ("Registration Data"); (b) represent and warrant that all Registration Data is true, current, and complete; and (c) agree to maintain and promptly update the Registration Data to keep it true, current, and complete.

3.3. Responsibility. You are responsible for all activities that occur under your Account. You may not share your Account or password with anyone, and you agree to notify Newsela immediately of any unauthorized use of your password or any other breach of security. You agree not to create or access an Account using a false identity or any false or inaccurate information, or on behalf of someone other than yourself. You agree that you shall not have more than one Account at any given time. You agree not to create an Account or use the Services if you have been previously removed by Newsela, or if you have been previously banned from any of the Services.

3.4. Accounts for Educational Institutions and Educators (Teachers and Administrators).

3.4.1. Teacher and Administrator Accounts. Currently, Newsela offers two different types of Accounts on the Services for educational professionals receiving the Services on behalf of a School: "Teacher" Accounts and "Administrator" Accounts. Authority to create either of these Account types shall be determined by the appropriate individual at a School.

3.4.2. Authority; Consent.

3.4.2.1. Individual Users. By accessing or using the Services in any way, you are representing that you have the authority and permission to enter into the Terms on your own behalf and to use the Services as contemplated hereunder, including without limitation any consent necessary to use the Services in connection with any Student with whom you use the Services.

3.4.2.2. Use By or on Behalf of an Entity. If you are using or accessing the Services on behalf of a School, in addition to being an eligible individual user (as set forth above), you must also have the authority and permission to enter into the Terms on behalf of the School and to use the Services on such School's behalf as contemplated hereunder, including without limitation any consent necessary to use the Services in connection with any particular Students. In such cases, the term "you" as used herein shall also refer to such School. Your School also be



responsible for any activities, including any violation of the Terms, that occur under your Account and any Accounts created using your Account.

3.4.3. Changes in Eligibility. In the event that you are no longer (a) employed by your School (or another School through which you receive Services) or (b) otherwise authorized to view or use Student records, you (i) must notify Newsela immediately of such change and (ii) are not permitted to continue to view or use your Account.

3.4.4. Creating Student Accounts from an Educator Account. Using your Administrator or Teacher Account, you may create individual Student Accounts following the instructions on the Services or otherwise as directed by Newsela, as permitted by Newsela in its sole discretion. You may only create an Account for Students you have consent and authority for. By entering a Student's information into the Services, you represent and warrant that you have all necessary consent and authority, including from the Student's legal guardian, to create an Account on such Student's behalf. You can only give invite codes ("Class Codes") to those Students who meet all of the foregoing requirements and all other requirements specified by Newsela.

3.4.5. Students Under 13. If you use the Services with students under 13, you represent and warrant that (a) you are a Teacher, Parent or Administrator at a School and (b) if you are a Teacher or Administrator, that you have accurately identified such School in your Registration Data.

### 3.5. Accounts for Students and Learners.

3.5.1. Student Accounts. "Student" Accounts are for use by Students with Account Class Codes, who are receiving the Services through a specific School in connection with a Class taught by a Teacher. To create a Student Account, a Student must be provided with a Class Code by a Teacher, Parent or Administrator.

3.5.2. Learner Accounts. "Learner" Accounts are for Students without Class Codes who register for Accounts on the Newsela Website at [\[https://www.newsela.com/signup\]](https://www.newsela.com/signup). By registering for a Learner Account, you represent and warrant that you are at least 13 years of age. If you are under age 13, you may not register for a Learner Account and can only use the Services if a Teacher, Parent or Administrator provides you with a Class Code or Student Account.

## 4. User Code of Conduct.

As a condition of use, you agree not to use the Services for any purpose that is prohibited by the Terms or by applicable law. Do not post, or permit others to post, Content on the Services or on your profile that (a) encourages illegal activities, is fraudulent or tortious or is unlawful; (b) insults, defames, harasses or threatens others; (c) violates the copyright or intellectual property or privacy rights of others; (d) contains obscene material; (e) harms or impersonates others; or (f) advertises or sells a product or service. Do not submit the work of others as your own work or otherwise attempt to cheat on assignments. Do not attempt or engage in any potentially harmful acts that are directed against the Services, including but not limited to violating or attempting to violate any security features of the Services, introducing viruses, worms, or similar harmful code into the Services or interfering or attempting to interfere with use of the Services by any other user, host or network, including by means of overloading, "flooding," "spamming," "mail bombing" or "crashing" the Services.

## 5. User Content.

5.1. License to User Content. Except with respect to Student Data, which shall be governed by the license set forth in Section 5 of these Terms, by submitting, providing, uploading, posting, e-mailing, transmitting or otherwise making available ("Make Available") any Content to Newsela, including on or through the Services, (such Content, your "User Content"), you grant to Newsela a nonexclusive license to view, download, reproduce, modify, create derivative works of, distribute and display such User Content in connection with the Services.

5.2. Responsibility. You acknowledge that you, and not Newsela, are entirely responsible for all User Content you Make Available through the Services, and that other Users of the Services, and not Newsela, are similarly responsible for all User Content they Make Available through the Services. You are solely responsible for your interactions with other Users of the Services and any other parties with whom you interact through the Services. You agree that Newsela will not be responsible for any liabilities incurred as the result of such interaction. You use all User Content and interact with other Users at your own risk.

5.3. No Obligation to Monitor Content. You acknowledge that Newsela has no obligation to review, monitor or pre-screen Content on the Services, although Newsela reserves the right in its sole discretion to review, monitor, pre-screen, refuse, modify, or remove any Content (a) that violates any law or regulation; (b) that violates these Terms; (c) that otherwise creates or may create liability for Newsela; or (d) for any other reason Newsela determines in its sole discretion. Except as expressly set forth in these Terms, Newsela does not approve, endorse or make any representations or warranties with respect to User Content or Student Data.

5.4. Security. Although Newsela takes security very seriously and works very hard on behalf of Student, Teacher and School privacy, including by using various industry standard measures to protect Content on the Services, no method of transmission or electronic storage on the internet is 100% secure. Therefore, Newsela cannot guarantee the security of any User Content. Except as expressly set forth herein or otherwise agreed to by Newsela in writing, (a) Newsela has no obligation to store any User Content and (b) Newsela has no responsibility or liability for (i) the deletion or accuracy of any Content, including User Content, (ii) the failure to store, transmit or receive transmission of Content, including User Content, or (iii) the security, privacy, storage or transmission of other communications originating with or involving use of the Services.

## 6. Student Data.

6.1. General. "Student Data" includes all data that personally identifies a student, such as name, address, username, and password, or any other non-public information about a Student, such as a Student's educational records and performance, but does not include De-Identified Data (as defined below). Newsela will only collect and use Student Data as necessary to fulfill its duties and provide and improve the Services.

6.2. De-Identified Data. Newsela may create and use De-Identified Data from data Made Available through the Services, in accordance with these Terms and Newsela's Privacy Policy available at <https://www.newsela.com/pages/privacy-policy/>. "De-identified Data" means data with all direct and indirect personal identifiers removed such as name, school ID numbers, date of birth, demographic information and location information, to the extent any is collected. Newsela agrees not to attempt to re-identify De-Identified Data and not to transfer De-Identified Data to any party unless that party agrees not to attempt re-identification. More detailed information on Newsela's privacy practices can be found in the Newsela privacy policy available at <https://www.newsela.com/pages/privacy-policy/>.

6.3. Disclosure of Student Data by Schools, Teachers and Administrators. Teachers and Administrators using Newsela are solely responsible for ensuring that you and your School are compliant with all applicable laws and regulations related to your disclosure of Student Data and other Student information ("Student Records") to Newsela in connection with the Services, including, but not limited to the Family Educational Rights and Privacy Act ("FERPA"). Without limiting the generality of the foregoing, for all Student Records disclosed to Newsela, you represent and warrant, to the extent required by applicable law such as FERPA, that your School has (a) notified such Students' parents or legal guardians of your use of third party services, including Newsela, and the potential disclosure of Student Records in connection with such use and (b) obtained the appropriate consent(s) from the parents or legal guardians of such Students. If such Student is 18 years old or older, the notice and consent requirements of (a) and (b) shall apply to the Student instead of such Student's parent or legal guardian.

6.4. License to Student Data. By making available any Student Data to Newsela, including on or through the Services, you grant to Newsela a nonexclusive license to view, download, reproduce, modify, create derivative works of, distribute and display Student Data solely for the purposes of (a) providing the Services and (b) creating, using, and disclosing De-Identified Data about Students for product development, research, or other purposes.

6.5. Storage and Processing of Data. Newsela will store and process all Student Data in accordance with industry standard practices. This includes appropriate administrative, physical and technical safeguards to secure Student Data from unauthorized access, disclosure and use. Newsela shall conduct periodic risk assessments and use commercially reasonable efforts to remediate identified security vulnerabilities. Newsela will also have an incident response plan and will promptly notify the relevant School in the event of a security or privacy incident or breach of personal information involving such School's Users.

6.6. Protection of Student Data by Newsela.

6.6.1. No Sale or Trade of Student Data. Newsela will not (a) sell or trade Student Data; (b) use any Student Data to advertise or market to Students or their parents or legal guardians; or (c) use Student Data except as expressly stated herein. From time to time, Newsela may direct advertising or marketing to Schools but shall de-identify any Student Data used in connection with such marketing efforts.

6.6.2. School Requests. Newsela will make Student Data available upon a verified request by the School, Teacher, Parent or Administrator who provided such Student Data or who would otherwise have verified authority to receive such Student Data.

6.6.3. Data Mining. Newsela does not scan Student Data for the purpose of advertising or marketing to Students or their parents or legal guardian (also known as "Data Mining").

6.6.4. Return/Destruction of Student Data. When Student Data is no longer needed for the provision of the Services, at the request of the School, Student or Student's parent or legal guardian, as applicable, Newsela will destroy all Student Data in its possession, and in the possession of any subcontractors or agents to which Newsela transferred Student Data, or transfer such Student Data to the requesting School, if legally permitted.

6.6.5. Subcontractors. Newsela may rely on one or more subcontractors to perform the Services. Upon request, Newsela agrees to share with you the names of subcontractors that have direct access to Student Data Made Available by you. All subcontractors and successor entities of Newsela will be subject to the protections for Student Data set forth in these Terms.

6.7. Intellectual Property Rights. All intellectual property rights in Student Data not granted herein shall remain the exclusive property of the School, Student or Student's parent or legal guardian, as applicable.

## 7. Payment.

Certain features of the Services require premium access ("Premium Features") and may require payment from Schools or Teachers. There is no charge for Student access to the Services, although certain features of the Services may require an additional charge.

7.1. Ordering Premium Features. You may place orders for the Premium Features by following the directions on the Website or App or otherwise contacting Newsela. The Premium Features are subject to the restrictions set forth on the applicable order page. Newsela may change the pricing for the Services, including Premium Features, (from time to time in its sole discretion) by updating the Website or App, as applicable, and without any additional notice to you, provided that any changes will not take effect until your subscription renews.

7.2. Payment Terms. If you order Premium Features, you agree to pay the then-current applicable fee listed on the Website or the App or otherwise agreed to in writing by Newsela. Newsela will automatically bill your payment method submitted in ordering Premium Features on the date of activation. Except as otherwise stated herein, all payments are non-refundable. You hereby authorize Newsela to bill your payment method as described above, which may include automatic renewal and automatic payment if you select a subscription option. Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you are responsible for payment of all such taxes, levies or duties. If any fee cannot be charged to your payment method for any reason, Newsela may provide you, via email, notice of such non-payment and a link for you to update your payment information. If such non-payment is not remedied within seven (7) days after receiving such notice of non-payment, then Newsela may suspend the applicable Premium Features.

## 8. Proprietary Rights.

8.1. Services. Except with respect to your User Content, you agree that Newsela and its licensors and suppliers own all rights, title and interest in the Services. Newsela's name and other related logos, service marks and trade names used on or in connection with the Services are the trademarks and intellectual property of Newsela and may not be used without Newsela's permission. Other trademarks, service marks and trade names that may appear on or in the Services are the property of their respective owners.

8.2. Ownership of Content. Except with respect to your User Content and Student Data, you agree that you have no right or title in or to any Content that appears on or in the Services. Newsela does not claim ownership of your User Content or Student Data. When you as a User post or publish your User Content on or in the Services, you represent that you have the authority to grant the aforementioned license to Newsela.

8.3. Feedback. You agree that submission of any ideas, suggestions, documents, and/or proposals to Newsela through its suggestion or similar pages ("Feedback") is done on a non-confidential basis and that Newsela has no obligations with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Newsela a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-

exclusive and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights.

## 9. Apple Device and Application Terms.

If you are accessing the Services via an Application on a device provided by Apple, Inc. ("Apple") or an Application obtained through the Apple App Store, the following shall apply:

- 9.1. Both you and Newsela acknowledge that these Terms are concluded between you and Newsela only, and not with Apple, and that Apple is not responsible for the Application or the Content;
- 9.2. The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as they are applicable to the Services;
- 9.3. You will only use the Application in connection with an Apple device that you own or control;
- 9.4. You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;
- 9.5. In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;
- 9.6. You acknowledge and agree that Newsela, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the Application;
- 9.7. You acknowledge and agree that, in the event of any third party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, Newsela, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
- 9.8. You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;
- 9.9. Both you and Newsela acknowledge and agree that, in your use of the Application, you will comply with any applicable third party terms of agreement which may affect or be affected by such use; and
- 9.10. Both you and Newsela acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of these Terms, and that upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third party beneficiary hereof.

## 10. Third-Party Websites.

The Services may contain links to third-party websites ("Third-Party Websites"). Such Third-Party Websites are not under the control of Newsela. Although Newsela makes reasonable efforts to curate the Content it makes available on the Services, Newsela is not responsible for any Third-Party Websites and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites, or their products or services. You use all links in Third-Party Websites at your own risk. You should review applicable terms and policies of any Third-Party Websites before proceeding with any transaction with any third party.

## 11. Indemnification.

You agree to indemnify and hold Newsela, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively the "Newsela Parties") harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) your User Content or any Student Data Made Available by you; (b) your use of, or inability to use, the Services; (c) your violation of the Terms; (d) your violation of any rights of another party, including any User; or (e) your violation of any applicable laws, rules or regulations. Newsela reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to

indemnification by you, in which event you will fully cooperate with Newsela in asserting any available defenses. You agree that the provisions in this section will survive termination of the Terms.

## 12. Disclaimer of Warranties.

YOU EXPRESSLY AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK, AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. NEWSELA PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEWSELA PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (A) THE SERVICES WILL MEET YOUR REQUIREMENTS; (B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (C) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; OR (D) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE SERVICES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR PERSON, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

## 13. Limitation of Liability.

YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL NEWSELA PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES; ANY DAMAGES RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT NEWSELA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THE TERMS, ON ANY THEORY OF LIABILITY, RESULTING FROM: (A) THE USE OR INABILITY TO USE THE SERVICES; (B) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (C) STATEMENTS OR CONDUCT OF ANY THIRD-PARTY ON SERVICES; OR (D) ANY OTHER MATTER RELATED TO THE SERVICES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. UNDER NO CIRCUMSTANCES WILL NEWSELA PARTIES BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (I) FIFTY DOLLARS (\$50); OR (II) THE AMOUNT ACTUALLY PAID BY YOU TO NEWSELA HEREUNDER IN THE 12 MONTHS PRECEDING THE DATE YOU FIRST BRING A CLAIM. NEWSELA PARTIES ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION OR FAILURE TO STORE ANY CONTENT OR USER COMMUNICATIONS. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN NEWSELA AND YOU.

## 14. Procedure for Making Claims of Copyright Infringement.

It is Newsela's policy to terminate membership privileges of any User who repeatedly infringes copyright upon prompt notification to Newsela by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Services in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the location on the Services of the material that you claim is infringing; (4) your address, telephone number and e-mail address; (5) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for Newsela's Copyright Agent for notice of claims of copyright infringement is as follows: [copyright@newsela.com](mailto:copyright@newsela.com).

## 15. Term and Termination.

The Terms commence on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use the Services, unless terminated earlier in accordance with the Terms. If you have m

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

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

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

**WHEREAS**, the RFP includes General Contract Terms and Conditions, which are included by reference in the Contract, unless otherwise modified by the parties’ mutual agreement.

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

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

1. The following is added to the end of Sec.V. Item F.2.i. – Termination by County – Termination for Cause of the RFP:  
Successful Offeror limitation of liability shall not exceed the amount paid by the County.
2. Sec . V. General Contract Terms and Conditions – Item 3.a – Termination for Convenience of the RFP is revised to read:  
The County may terminate the Contract, in whole or in part, upon thirty (30) days prior written notice to the Successful Offeror whenever the Purchasing Director determines that such termination is in the County’s best interest.
3. Sec . V. General Contract Terms and Conditions – Item 3.e – Termination for Convenience of the RFP is revised to read:
  - e. Unless the parties expressly agree otherwise, the County may transmit notices of termination for convenience by email, USPS First-Class Mail®, or courier or overnight delivery service. The Successful Offeror shall be deemed to be in receipt of any notice emailed on the day the County sends it. The Successful Offeror shall be deemed to be in receipt of any notice sent by USPS First-Class Mail® seven business days after the date shown in the postmark. The Successful Offeror shall be deemed to

be in receipt of any notice the County sends by courier or overnight delivery service on the date of delivery as confirmed by the courier or overnight delivery service.

4. Sec . V. General Contract Terms and Conditions – Item K – Antitrust of the RFP is deleted.
5. The following is added to the end of Sec.V. Item M – Assignment of Contract of the RFP:  
Notwithstanding the foregoing or anything to the contrary in this Agreement, Successful Offeror shall have the right without consent to assign this agreement or rights hereunder or delegate obligations (a) to any affiliate of Successful Offeror or (b) to any third party that has acquired all or substantially all of its assets or business, whether by merger, acquisition, transfer, reorganization or otherwise; provided that any such assignment or delegation to any affiliate or third-party acquire is conditioned upon assignee's assumption of all obligations and liabilities of the Successful Offeror.
6. Sec . V. General Contract Terms and Conditions – Item N. - Indemnification of the RFP is revised to read:  
The Successful Offeror agrees to indemnify, defend, and hold harmless the County (including Henrico County Public Schools), and the County's officers, agents, and employees ("Indemnified Parties") from any damages, liabilities, and costs, including attorneys' fees, arising from any third-party claims, demands, actions, or proceedings made or brought against one or more of the Indemnified Parties by any person, including any employee of the Successful Offeror, related to the provision of any third-party services, the failure to provide any services, or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the sole negligence of the County.
7. Sec . V. General Contract Terms and Conditions – Item R.1 – Ownership of Deliverables and Related Products of the RFP is revised to read:
  - 1.The Successful Offeror shall retain all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, ~~including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County.~~

8. Sec . V. General Contract Terms and Conditions – Item S.1 – Record Retention and Audits of the RFP is revised to read:

1. The Successful Offeror shall retain, during the performance of the Contract and for a period of five years from the completion of the Contract, all records pertaining to the Successful Offeror's proposal and any Contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Successful Offeror's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; Contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available upon thirty (30) days prior written notice to the Successful Offeror ~~on demand and without advance notice~~ during the Successful Offeror's normal working hours.

9. Sec . V. General Contract Terms and Conditions – Item S.2 – Record Retention and Audits is revised to read:

County personnel may perform in-progress and post audits of the Successful Offeror's records as a result of a Contract awarded pursuant to this Request for Proposals. Files would be available upon thirty (30) days prior written notice ~~and on demand and without notice~~ during Successful Offeror's normal working hours. Any such audit conducted pursuant to this section shall be limited to once per calendar year, with a reasonable basis to conduct the audit, and where privileged documents are excluded from the scope of any such audit.

10. Sec . V. General Contract Terms and Conditions – Item JJ. – Service Accessibility of the RFP is revised to read:

Pursuant to the award of the contract and as soon as practicable but not later than September 1, 2019, the Successful Offeror shall confirm that all ~~online content and/or~~ web-based functionality provided is accessible to individuals with disabilities except where doing so would impose a fundamental alteration or undue burden. Accessibility will be measured according to the W3C's Web Content Accessibility Guidelines (WCAO) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 techniques for web content, which are incorporated by reference.



11. Attachment I Virginia School Data Privacy Agreement – Article II. Section 2, Parent Access is revised to read:

Provider shall cooperate and respond within fifteen (15) 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.

12. Attachment I Virginia School Data Privacy Agreement – Article V. Section 2, Unauthorized Access or Data Breach is revised to read:

In the event that Division Data ~~are reasonably believed~~ is confirmed 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 ...

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



COMMONWEALTH OF VIRGINIA  
**County of Henrico**

DEPARTMENT OF FINANCE  
Purchasing Division

March 28, 2025

Stacey Angelo  
Newsela, Inc  
169 Madison Ave, Ste. 2770  
New, NY 10016  
[Stacey.angelo@newsela.com](mailto:Stacey.angelo@newsela.com)

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

Dear Ms. Angelo:

This letter is to inform you that your firm has been selected to enter into negotiations for the above referenced solicitation.

To begin this process, please submit the following items:

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

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

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

Sincerely,

*Eileen M. Falcone*

Eileen M. Falcone, CPPB  
Purchasing Manager

**RFP 24-2795-12EMF – Digital Content Solutions K-12**  
**March 28, 2025**  
**Offeror: Newsela, Inc**

1. What “End User License Agreement” (EULA) or “Terms of Use” are the end-users or the County required to agree to when using K-12 with writing add-on. Provide copies or a link to these.

Please see the following link for Newsela’s “Terms of Use” agreement: <https://newsela.com/page/terms-of-use/>

2. Will Formative free version still be available with the general Newsela subscription?

Yes, teachers will still have access to the Formative free version with general Newsela subscription. Please see the following link for what each Formative plan consists of: <https://www.formative.com/plans>

3. Will Newsela Writing still be available with the general subscription?

Newsela Writing is only available as a paid add-on. Please see the following link for what each Formative plan consists of: <https://www.formative.com/plans>

Product	Student Count: All students	Rate Per Student	Total	Student Count: Middle & High	Rate Per Student	Total	Student Count: Elementary	Rate Per Student	Total
Newsela Blended Learning Suite	48,457	\$13.28	\$643,630						
Newsela Blended Learning Suite + Newsela Writing	48,457	\$14.19	\$687,370						
Newsela Blended Learning Suite, Formative Gold, and Newsela Writing	48,457	\$17.80	\$862,534	26,293	\$22.00	\$578,446	22,164	\$22.00	\$487,608
Newsela Writing Add-on	48,457	\$0.91	\$44,096	26,293	\$1.00	\$26,293	22,164	\$1.00	\$22,164
Formative Gold Add-on	48,457	\$7.00	\$339,199	26,293	\$7.25	\$190,624	22,164	\$7.25	\$160,689
In Person Professional Learning	N/A	N/A	\$4,200						

# Formative Plans

Reach every student, every time.

Monthly   Annual

## Free Teacher

Connect classroom instruction and assessment

- ✓ Real-time student responses and bi-directional feedback
- ✓ Unlimited activity creation and all assign modes across any subject area
- ✓ Student accommodations
- ✓ Basic auto-grading
- ✓ Classroom management tools

## Paid Teacher

Streamline classroom instruction and assessment

- ✓ **Everything included in Free Teacher, plus:**
- + Advanced question types
- + Advanced feedback tools
- + Advanced auto-grading and customizable rubrics
- + Anti-cheating features

## School & District

Team up on classroom instruction and assessment

- ✓ **Everything included in Paid Teacher, plus:**
- + Scale assessments across classrooms, schools, and districts.
- + Get a complete picture of student progress with real-time, centralized data.

- ✓ Basic integrations and content embedding
- ✓ Released state test items

**Free**

No credit card required. Ever. As former teachers, we know how much this matters.

[Sign Up Now](#)

**\$13/month paid annually**

See in-app on how to extend your trial via usage, referrals or to start a plan.

[Upgrade](#)

- + Promote collaboration among departments and professional learning communities to co-create assessments and share resources.

Are you a school or district looking to connect your instruction and assessment strategy district-wide? [Learn more at newsela.com](#)

[Contact us](#)

## Activity Types

Lessons



Assessments



Practice sets



Common assessments



## Pre-made content

Starter lessons



Released state test items



## Question Types

Multiple Choice



Multiple Selection



Short Answer



Free Response

True or False

Drawing

Show Your Work

Audio Response

Categorize

Drag and Drop

File Response

Fill in the Blank

Graphing

Hot Spot

Hot Text

Numeric

Graphing

Resequenece





Video Response

Standards-Aligned Item Bank

✕	✓	✓
✕	✕	Optional add-on purchase

Content Types

Audio	✕	✓	✓
Embed	✓	✓	✓
Image	✓	✓	✓
Paired passages	✓	✓	✓
Slide	✓	✓	✓
Text	✓	✓	✓
Video	✓	✓	✓

Content Functionality

Add timestamps to videos

Google Slide imports



Google Forms imports

Limited: 20 pages/month



Document uploads

Limited: 20 forms/month



Limited: 20 pages/month



Assigning and scoring

Set answer key for auto-grading

Teacher paced mode (Present)



Student paced mode (Assign)



Sort responses



Points vs percentages



Auto-grading partial credit



Auto-grading partial match



Auto-grading case sensitivity



Enable calculator access



Automatically add answers to key



Batch scoring and feedback



Default assign settings



Default point value



Color threshold scoring



Print activities with or without responses and feedback



## Feedback tools

Return scores immediately

View and project student responses



Real-time feedback



Send students feedback on responses



2-way feedback (Teacher/student)



Add content items to student feedback



Provide visual feedback



Batch scoring and feedback



Draw feedback



Rubrics



Test security and integrity

Assign to individual students or student groups

Customize assign settings



Lock classes



Schedule open/close times



Set a time limit



Randomize answer choices



Randomize question order



Entry password



Respondus LockDown Browser

## Data tracking and export

Data tracking and export				
Responses page view and export				
Response frequency chart	✓	✓	✓	✓
Student progress tracking	✓	✓	✓	✓
Tag standards to questions	✓	✓	✓	✓
14 days look back on teacher tracker page (view and export)	✓	✓	✓	✓
2 years look back on teacher tracker page (view and export)	✓	✓	✓	✓
Standards tracker for students	✗	✗	✗	✓
Demographic data in results**	✗	✓	✓	✓
Custom standards	✗	✗	✗	✓
Standards progress report over time	✗	✗	✗	✓
	✗	✗	✗	Optional add-on purchase

# Integrations

Google/Clever/Microsoft SSO	✓	✓	✓
Google Classroom/Clever/MS Teams Roster Sync	✓	✓	✓
Formative add-on for Google Classroom	✓	✓	✓
Grade transfer to Google Classroom	✗	✓	✓
Grade transfer to Schoology/Canvas/Blackbaud	✗	✗	✓
LTI Integrations	✗	✗	✓
District provisioning through an API/SFTP connection with a SIS	✗	✗	✓
District provisioning with ClassLink	✗	✗	✓
District Provisioning with Clever	✗	✗	✓
Canvas	✗	✗	✓
Blackbaud	✗	✗	✓
Wonde	✗	✗	✓

Infinite Campus

Aeries

Schoolology

itslearning

Skyward

Rediker

Synergy SIS

×	×	✓
×	×	✓
×	×	✓
×	×	✓
×	×	✓
×	×	✓
×	×	✓

Collaboration

Send a copy of an activity

Co-teach classes

Common assessments

Share activities with colleagues and collaborate

Publish activities to a private library

✓	✓	✓
×	×	✓
×	×	✓
×	×	✓
×	×	✓

Live edit activities together

✕

✕

✓

Manage associated classes

✕

✕

✓

Manage student cohorts

✕

✕

✓

Share student data

✕

✕

✓

## Student accommodations

Time-limit extension

✕

✕

✓

Text-to-speech

✕

✕

✓

Answer-choice reductions

✕

✕

✓

## Admin controls

Admin team-tracker

✕

✕

✓

Teacher reports

✕

✕

✓

Usage reports



Team management dashboard

Common assessment report

Dedicated implementation and client success manager

Live (virtual or on-site) professional learning



×	×	✓
×	×	✓
×	×	✓
×	×	✓
×	×	Optional add-on purchase

Product	Solutions	Learn & Get Help	Company	Community
See Plans	Real-time Feedback	Customer Support	Contact Sales	Certified Educators
Sign Up For Free	Math		Events	Community Group
For Schools/Districts	Science		Newsroom	
Library	ELA		Blog	
	World-Languages		Careers	
	Social Studies	Billing Support	Status Page	
	SEL			



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# Response to Henrico County Public Schools

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



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## Tab 1 — Introduction and Signed Forms

### Cover Letter



Newsela, Inc.  
169 Madison Avenue, Suite 2770  
New York, NY 10016

To:  
Ms. Eileen Falcone, CPPB  
Purchasing Manager  
Henrico County Public Schools  
3820 Nine Mile Road  
Henrico, Virginia 23223

February 12, 2025

Dear Ms. Falcone and Henrico County Public Schools:

On behalf of Newsela, we appreciate the opportunity to submit our proposal in response to RFP 24-2795-12EMF for Digital Content Solutions for K-12.

Founded in 2013, Newsela is an educational technology company with a mission to create meaningful classroom learning experiences for every student. Collaborating with over 100 publishers, we provide culturally responsive, adaptive content for grades K-12. Serving over 1,700 school districts across the United States—including some of the country's largest and most diverse—we have facilitated over one billion article reads on our platform.

In response to Henrico County Public Schools' (HCPS) request for digital content solutions, Newsela proposes its comprehensive suite of products: Newsela ELA, Newsela Social Studies, Newsela Science, Newsela SEL, Formative by Newsela, Newsela Writing, and Professional Learning. Our products meet HCPS' requirements by:

- Supporting cross-curricular and subject-specific content with customizable, research-based digital tools designed for diverse learning experiences.
- Providing cloud-based access to instructional resources that empower educators and students to create, modify, and share aligned content.
- Offering assessment features to practice and demonstrate understanding while enabling data access to monitor usage and engagement.
- Ensuring accessibility 24/7 for all teachers and students, including those in alternative programs, without additional costs.

- Aligning with integration standards like LTI and Clever for seamless access and data exchange.


Newsela's intuitive platform is browser-compatible (Edge, Safari, Chrome) and accessible on mobile devices (iOS, Chromebooks, and Android). Our solution ensures inclusivity for students and educators with disabilities. Further, we prioritize security with SaaS-based hosting, data privacy compliance, and the ability to support 60,000+ concurrent users.

Our Professional Learning team offers hands-on training, ongoing support, and a comprehensive Educator Center to ensure a successful implementation. Teachers gain immediate, practical strategies for integrating Newsela into instruction, enabling them to deliver learner-centered experiences tailored to HCPS' instructional objectives.

By submitting this proposal, Newsela is committed to meeting HCPS' expectations with a reliable, high-performing solution that drives educational excellence. We look forward to the opportunity to partner with Henrico County Public Schools to deliver high-quality, aligned digital content that supports equitable learning outcomes for all students.

Thank you for considering our proposal. For further inquiries regarding contract negotiations or arranging further presentations, please contact your dedicated Customer Success Manager, Stacey Angelo. Stacey can be reached at [stacey.angelo@newsela.com](mailto:stacey.angelo@newsela.com) or by phone at 304-914-7745.

Sincerely,



Jose Carrera  
Chief Executive Officer  
Newsela, Inc.

## Signed Forms

### 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):
Newsela, Inc.
ADDRESS:
169 Madison Ave., STE 2770
New York, NY 10016
FEDERAL ID NO: 47-1882828
SIGNATURE: <i>Jose Carrera</i>
NAME OF PERSON SIGNING (PRINT): Jose Carrera
TITLE: Chief Executive Officer
TELEPHONE: 646-450-0005
FAX: N/A
EMAIL ADDRESS: procurement@newsela.com
DATE: 02 / 11 / 2025



## ATTACHMENT B

Company Legal Name: Newsela, Inc.

This form completed by: Signature: Jose Carrera Title: Chief Executive Officer

Date: 02 / 11 / 2025

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

(Check all that apply.)

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

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

eVA Registered? ☒ Yes ☐ No

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

\_\_\_\_\_ NUMBER \_\_\_\_\_ DATE

### DEFINITIONS

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

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

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

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

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

1. **"African American"** means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.

2. **"Asian American"** means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.

3. **"Hispanic American"** means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.

4. **"Native American"** means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

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

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

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



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

**The Offeror:**

☒ is a corporation or other business entity with the following SCC identification number:  
F2093880 \_\_\_\_\_ -OR-

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

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

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

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

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

NAME OF OFFEROR: Newsela, Inc.

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

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE
SOC2 Report	Separate Attachment	This document contains detailed information about Newsela's systems, security controls, and specific procedures, which include sensitive and proprietary information that could be detrimental if shared publicly, such as system architecture, network details, and specific data handling practices.

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

NAME OF OFFEROR: Newsela, Inc.

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

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE
Attachment K (Pricing Scenario)	TAB 10 (Separate Attachment)	This document reveals Newsela's proprietary approach to discounts and pricing methodology that will be used in future solicitation or bid documents; the disclosure of this information would give an undue advantage to any competitor.
SOC2 Report	Separate Attachment	This document contains detailed information about Newsela's systems, security controls, and specific procedures, which include sensitive and proprietary information that could be detrimental if shared publicly, such as system architecture, network details, and specific data handling practices.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/12/2025

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).

<b>PRODUCER</b> Newfront Insurance Services, LLC 450 Sansome Street Suite 300 San Francisco CA 94111	<b>CONTACT NAME:</b> Certificate Department <b>PHONE (A/C No. Ext):</b> (415) 754-3835 <b>FAX (A/C No.):</b> <b>E-MAIL:</b> techcertrequest@newfront.com <b>ADDRESS:</b>														
<b>INSURED</b> NEWSOLA INC 2551 E CARGILL DR APT 5 BLOOMINGTON IN 47401	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: National Fire Insurance Company of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B: Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER C: The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER D: The Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Fire Insurance Company of Hartford	20478	INSURER B: Valley Forge Insurance Company	20508	INSURER C: The Continental Insurance Company	35289	INSURER D: The Hanover Insurance Company	22292	INSURER E:		INSURER F:	
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INSURER D: The Hanover Insurance Company	22292														
INSURER E:															
INSURER F:															

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADOL 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  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			7095040880	12/31/2024	12/31/2025	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
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7095040837	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7095040843	12/31/2024	12/31/2025	EACH OCCURRENCE \$ 2,000,000
							AGGREGATE \$ 2,000,000
							\$
							\$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	LHF J926884 00	12/31/2024	12/31/2025	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
D	E&O/Cyber			LHF J926884 00	12/31/2024	12/31/2025	Each Claim INCLUDED
							General Aggregate \$5,000,000

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

Evidence of Coverage

### CERTIFICATE HOLDER

### CANCELLATION

County of Henrico Risk Management P.O. Box 90775 Henrico VA 23273-0775	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 
---------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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ACORD 25 (2016/03)

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## ATTACHMENT F

### DIRECT CONTACT WITH STUDENTS

Name of Offeror: Newsela, Inc.

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

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

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

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

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

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

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

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

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

Page 34 of 42

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.).

Jose Carrera  
*Signature of Authorized Representative*

Jose Carrera  
*Printed Name of Authorized Representative*

Newsela, Inc.  
*Printed Name of Vendor  
(if different than Representative)*

<b>Form W-9</b> Commonwealth of Virginia Substitute W-9 Form Revised March 2022	<b>Request for Taxpayer Identification Number and Certification</b>							
Section 1 - Taxpayer Identification	<input type="checkbox"/> Social Security Number (SSN) <input checked="" type="checkbox"/> Employer Identification Number (EIN) <div style="border: 1px solid black; padding: 2px; display: inline-block;">             4 7 1 8 8 2 8 2 8           </div>		Please select the appropriate Taxpayer Identification Number (EIN or SSN) type and enter your 9 digit ID number. The EIN or SSN provided must match the name given on the "Legal Name" line to avoid backup withholding. If you do not have a Tax ID number, please reference "Specific Instructions - Section 1." If the account is in more than one name, provide the name of the individual who is recognized with the IRS as the responsible party.					
	Unique Entity Identifier (UEI) (see instructions) <div style="border: 1px solid black; padding: 2px; display: inline-block;">             Z 3 F E J K K H 7 N 5 6           </div>		Legal Name: Newsela, Inc. Business Name: Newsela, Inc.					
	<b>Entity Type</b> <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> S-Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> C-Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Disregarded Entity <input type="checkbox"/> Estate <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Government <input type="checkbox"/> Partnership <input type="checkbox"/> Non-Profit <input type="checkbox"/> Corporation		<b>Entity Classification</b> <input checked="" type="checkbox"/> Professional Services <input type="checkbox"/> Medical Services <input type="checkbox"/> Political Subdivision <input type="checkbox"/> Legal Services <input type="checkbox"/> Real Estate Agent <input type="checkbox"/> Joint Venture <input type="checkbox"/> VA Local Government <input type="checkbox"/> Tax Exempt Organization <input type="checkbox"/> Federal Government <input type="checkbox"/> OTH Government <input type="checkbox"/> VA State Agency <input type="checkbox"/> Other					
			<b>Exemptions (see instructions)</b> Exempt payee code (if any): (from backup withholding) _____ Exemption from FATCA reporting code (if any): _____					
	<b>Contact Information</b>							
	Legal Address: 169 Madison Ave, Suite 2770 City: New York State: NY Zip Code: 10016 Remittance Address: P.O. Box 24778 City: New York State: NY Zip Code: 10087-4778		Name: Newsela Accounts Receivables Email Address: billing@newsela.com Business Phone: 6464500005 Fax Number: 0000000000 Mobile Phone: Alternate Phone:					
	<b>Section 2 - Certification</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined later in general instructions), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See instructions titled Certification							
					Printed Name: Jose Carrera		Date: 02 / 11 / 2025	
					Authorized U.S. Signature: <i>Jose Carrera</i>			

Doc ID: 6b41e4fde0db9d8d7887eb85852cd77794d7dd52

## Tab 2 — Statement of the Scope

### A. General Requirements

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

Newsela’s full suite of product offerings provides Henrico County Public Schools with numerous options for incorporating Virginia standards-aligned, leveled content into classroom instruction. Our accessible platform, available 24/7, complies with IMS interoperability standards and delivers instructional materials that truly benefit every student; with substantial WCAG 2.1 compliance, Henrico County Public Schools can be sure that students are fully supported as they navigate Newsela. Throughout this section, Newsela has provided descriptions and evidence of Virginia standards alignment, text leveling features, assessment functions, and accessibility and interoperability.

### Content Library

Our ever-expanding content library contains over 15,000 texts (including fiction and nonfiction) and many instructional supports such as Write Prompts, Lesson Sparks, Quizzes, and more. Newsela is updated with new current events articles daily—ensuring students and teachers access to fresh, relevant content that covers a breadth of topics across all content areas. We partner with over 100 eminent publishers, including The Associated Press, National Geographic, and The Smithsonian Institution, to provide students and teachers with quality content.

Each day, our editors review new content options across a wide range of news and nonfiction partners. We source with an eye toward timely, engaging stories that will be relevant to both students and their teachers, and aim to vary our coverage across subjects and subject areas each day. When sourcing for a particular subject area, we may do a more focused search within our partner content to find articles that make real-world connections to the concepts and standards students are learning in the classroom.



## Text Leveling

Newsela creates a personalized, differentiated learning experience for every student. Our experienced Editorial team publishes each Newsela article at five different Lexile levels, allowing for content to be differentiated for every learner. Newsela's leveling capability directly supports all learners as they work to achieve grade level standards by providing superior access to Social Studies, Science, and ELA content.

**Newsela's 11 dimensions of leveling include:** sentence length, word frequency, grade-level vocabulary, syntax, text cohesion, organization, subject maturity, background knowledge demands, tension and interest, word and sentence variety, and accessible content with room for cognitive leaps. Leveling is highly aligned to and based on Lexile levels, helping teachers understand students' progress within the context of existing reading frameworks.

As students spend time in Newsela, we learn each student's reading level with a high degree of accuracy. Newsela uses this to present each student with an article at their "just-right reading level," which is continually adjusted as students gain reading skills. While Newsela will nudge a student's just-right reading level up or down, teachers can direct the reading level students see manually. Furthermore, giving students the ability to manage their progress and learning, students are presented with suggestions for further reading which relate to their interests.

## Research-Based

Accountability is one of Newsela's key benefits. We pride ourselves on conducting robust and rigorous qualitative and quantitative research to ensure that our solutions are engaging and effective. Every functional area across our company is staffed with analysts who regularly deliver insights for continuous improvement, with larger research projects launched following major new feature or product releases and reviewed for quality by an outside technical advisory committee. We also contract leading independent third-party evaluators to conduct unbiased evaluative research. Newsela's content and features are validated against outside standardized assessment data with a growing panel currently representing over 120 school systems from over 20 states. Newsela's efficacy has been proven via five well-designed and well-implemented quasi-experimental studies finding

positive and statistically significant learning outcomes in favor of Newsela users, thereby meeting federal Every Student Succeeds Act (ESSA) standards for “Tier 2 - Moderate” research.

Newsela's full evidence-base is reviewed in our [Research & Efficacy brochure](#).

## Tools for Learning

Newsela offers a host of interactive tools which promote a high degree of flexibility in the classroom. Newsela instructional tools help teachers facilitate small-group instruction, empower students in independent assignments, and make *all* reading close reading.

**Quizzes** in Newsela are diagnostic tests which determine learners’ readiness, strengths, and areas for improvement. Each text includes an ELA-focused quiz; select texts also have a Science- or Social Studies-focused quiz, helping teachers drive cross-curricular learning in the same place. These help teachers and administrators gauge reading comprehension and mastery of science and reading skills in real-time. Based on the results of these quizzes, Newsela varies learners’ starting points individually. Educators can use formative and summative data in the Teacher Binder to identify the domains and competencies that students need additional practice in. In addition, educators can monitor students’ performance on science and social studies content quizzes by using their teacher binders.

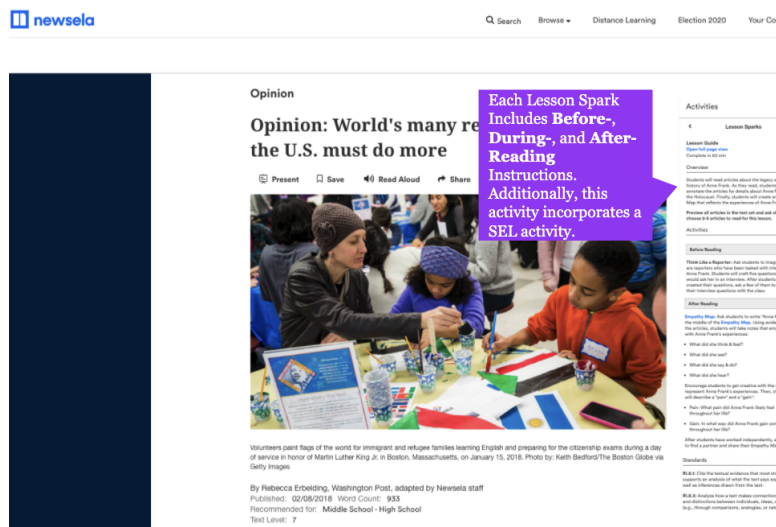
Our quizzes are built around the following principles:

- **Text-Dependent and Rigorous**—In order for students to be successful in college and career, they must be able to closely analyze smaller portions of text and draw conclusions. Our questions don’t allow students to skim over the text for keywords or rely only on prior knowledge—instead, they push students to stay text-focused and read closely.
- **Focused On Evidence**—Newsela questions often ask for the BEST answer. Incorrect answers in our quizzes may have some text support, but are designed to be weaker than the best answer. Students must determine which answer is MOST supported with the MOST evidence.
- **Diverse In Skills Tested**—We use eight different reading skills to provide teachers with a broad view of comprehension. Our questions focus on vocabulary, main idea, point of view, author’s purpose, and more.

- Aligned with Reading Levels—Each quiz is written specifically to match the wording and complexity of the article level. For example, we don’t use a generic set of “5th grade questions” for all 5th grade article levels -- instead, we tailor each quiz question to match the level and content of the article.
- Thoroughly Edited and Tested—Our questions go through multiple rounds of edits before they are published, and we constantly incorporate teacher and student feedback to make our assessments even stronger.

**Lesson Sparks** are comprehensive modules designed to guide teachers in teaching an entire lesson within Newsela. Each Lesson Spark includes scaffolds which ensure equity and access for all students. These include features such as:

- An **overview** of the lesson goals.
- **Key takeaways** students should understand after the lesson.
- **Comprehension questions** to test students’ understanding.
- Before-, during-, and after-reading **activities** to drive engagement and interaction throughout the lesson. These often include:
- Links to short instructional videos with follow-up questions
- Linking activities to build comprehension skills in the classroom
- Write-pair-share activities
- Ready-made worksheets and graphic organizers
- **Extensions** to additional resources to help students develop knowledge even further.



**Each Lesson Spark Includes Before-, During-, and After-Reading Instructions. Additionally, this activity incorporates a SEL activity.**

**Opinion**  
**Opinion: World's many refugees must do more**

Present Save Read Aloud Share

Volunteers paint flags of the world for immigrant and refugee families learning English and preparing for the citizenship exams during a day of service in honor of Martin Luther King Jr. in Boston, Massachusetts, on January 15, 2016. Photo by: Keith Bedford/The Boston Globe via Getty Images

By Rebecca Erbelding, Washington Post, adapted by Newsela staff  
Published: 02/06/2019 | View Count: 955  
Recommended for: Middle School - High School  
Text Level: 7

**Activities**

**Lesson Sparks**

**Lesson Goals**

**Standards**

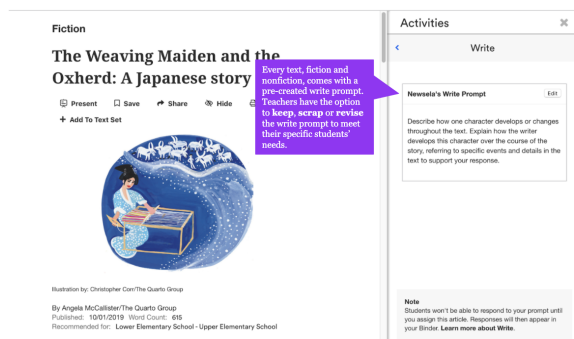
**Before-Reading**

**During-Reading**

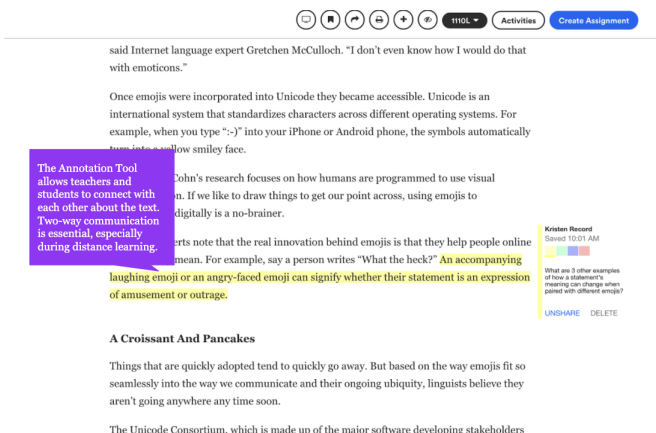
**After-Reading**

**Standards**

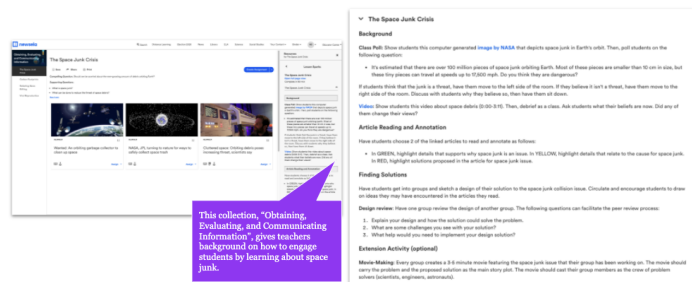
**Write Prompts** are opportunities for students to respond to what they read in-depth following Newsela articles. Your Newsela subscription will include Write Prompts at the end of Newsela texts, geared towards building and assessing Language Arts skills. Write Prompts are pre-populated with suggestions we developed to help students crystallize and apply their knowledge. However, we understand that no one knows your students like you do; that's why we made Write Prompts fully customizable, allowing teachers to seamlessly weave Newsela into other topics and texts being taught in the classroom.



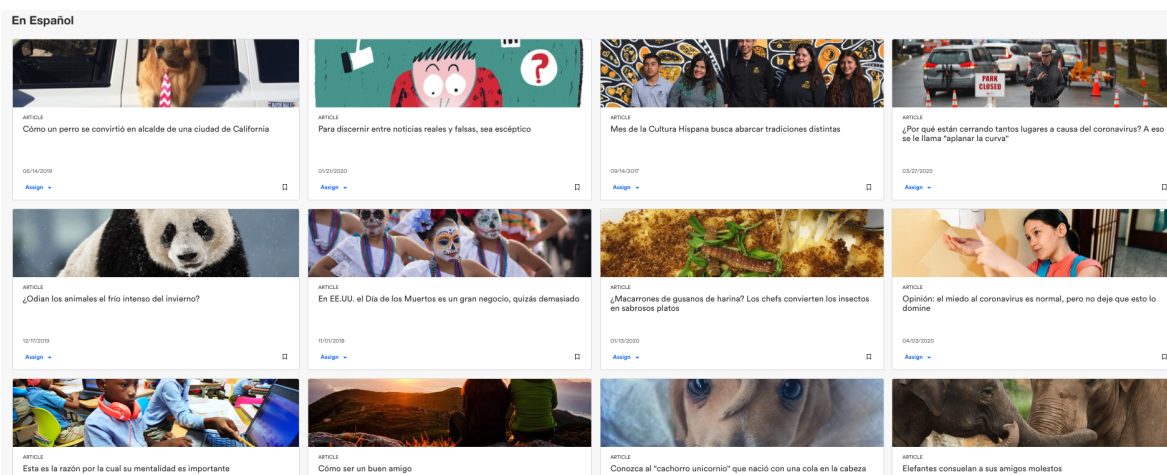
**Annotations** allow teachers to model good annotation practice, while demonstrating and encouraging strong active reading practices. At any point in an article, teachers can highlight a portion of text and create a custom prompt for students. This allows students to pause during an article and immediately reflect on what they've read, opening a private conversation thread between student and teacher which can be continued indefinitely. Annotations give teachers a direct window into students' line of thinking, helping supercharge learning in real time. As Henrico County Public Schools begins the school year, this embedded annotation tool allows teachers and students to communicate in text-based conversations.







**Content in Spanish:** Thousands of Newsela texts are dually published in English and Spanish—and this number is growing every day! As Spanish-speaking English Learners develop skills, they can use these dual-language texts to further their understanding of English. In bilingual settings, teachers can use Newsela's academic content that is available in Spanish to support learning in various subjects. Newsela's "En Español" section allows students and teachers alike to easily find Spanish Language content.



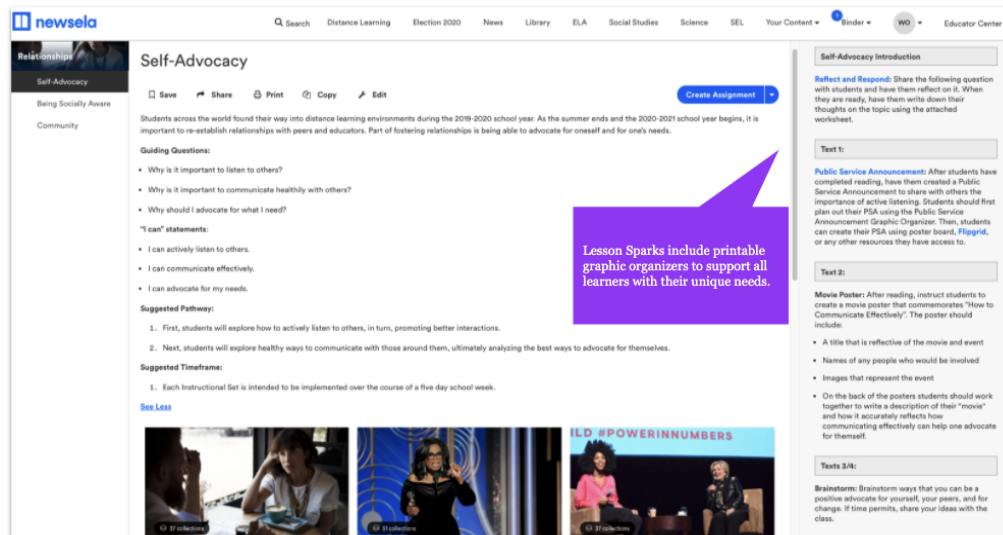
## Virginia Standards Alignment

Newsela provides thousands of carefully curated, engaging, Virginia standards-aligned texts to drive learning. With Newsela, Henrico County Public Schools will have the flexible, standards-aligned content your teachers and students need to ensure continuity of learning in ELA, social studies, and science.

Each level of each article on Newsela has a unique quiz with items aligned to the Virginia standards. These items provide students practice with a comprehensive range of language forms and functions, including describing cause and effect; interpreting and making



connections between ideas; expressing and supporting opinions; vocabulary in context; sentence structure; and more. Every quiz will show teachers and students the specific Virginia standard that is being assessed. This allows students and teachers to monitor growth and progress against individual standards, and reading progress as a whole.



Newsela's Teacher Binder is a data and reporting dashboard that allows teachers to review student work and track progress. The Teacher Binder includes a Reading Summary tab that shows students' performance on Reading Skills aligned with eight key reading skills articulated in the standards. In addition, quizzes for fiction texts within Newsela offer alignment to the Reading Literature standards.

Newsela's Binder reports on areas that give teachers indicators of student performance across reading skills:

- The Reading Skills Tab gives teachers indicators of what reading skills students need to work on based on the Reading Comprehension Quiz results.
- Reading Skills reporting gives teachers deeper insight into student performance and where each student may need specific support in their reading comprehension journey.
- There are eight universal reading skills, aligned with the Virginia standards, that are reported on in the Binder.

Newsela also includes a Student Binder that allows students to track their lesson progress over time.

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## Newsela Products

### Newsela ELA

Based on feedback from longtime Newsela partners as well as the need for curriculum aligned to changing Language Arts standards across the U.S., Newsela worked with content partners, administrators, and pedagogical experts to create **Newsela ELA**. Newsela ELA is a comprehensive, engaging, and culturally-responsive resource for Language Arts curriculum and instruction. Serving students in grades K through 12, Newsela ELA provides teachers with a library of authentic, timely, and trustworthy content, along with assessment & reading skills tracking and activities to reinforce reading engagement in the classroom.

Newsela ELA is updated daily with new leveled news articles. We partner with over 100 eminent publishers, including The Associated Press, National Geographic, and The Smithsonian Institution, to provide students and teachers with quality content.

Newsela ELA offers content that reflects the types of texts and media that students will experience in the real world, including, but not limited to: non-fiction (informational texts, primary sources, pro/con articles, opinion articles), fiction (poetry, full short stories), multimedia (maps, infographics, diagrams), podcasts, and video. With the variety of texts, students can leverage different mediums and truly read (and listen) as the thinkers and writers of the future.

Just like with our nonfiction content, we take pride in providing high-quality content in fiction resources. As part of Newsela ELA, we've added a robust and growing **Fiction** section. Representing a wide range of topics students want to read about, including Historical Fiction, Horror, and Sci-Fi, Newsela ELA's Fiction section contains texts for elementary, middle, and high school students. Fables and folklore are also included in Newsela ELA's fiction resources.

Write Prompts are fiction-specific, helping students build literacy skills. Aligned to fiction standards, our fiction resources come from trusted publishers of classic, vetted fiction that students love.

Newsela has been officially recognized by the VLP as meeting expectations for Reading Comprehension for Grades 6-8. In accordance with the VDOE timeline, Newsela will be included in the VLP's Recommended Instructional Program Guide as a Supplement for Reading Comprehension. Newsela is already recognized in this capacity, a VLA-approved Supplement for Reading Comprehension, for Grades 3-5.



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## Newsela Social Studies for Virginia

Newsela Social Studies for Virginia is aligned to Virginia's Social Studies Standards of Learning (SOLs), providing primary sources, government and civics content, and historical documents to support inquiry-based learning.

- The Virginia State History Collection provides state-specific resources and instructional supports curated to align to VA's 4th grade state history standards.
- The Virginia Mandates Collection provides resources aligned to some of the social studies mandates required in Virginia, specifically focused on Civics and Holocaust/Genocide studies.

Each collection includes a unique and robust set of resources that enable teachers to deliver the content in a meaningful way. For a more detailed overview, please see the Newsela Social Studies for Virginia attachment in TAB 13 - Appendices.

Newsela partners with over 100 eminent nonfiction publishers, including National Geographic, The Smithsonian Institution, The Big History Project, and the Zinn Education Project to provide students and teachers with quality Social Studies-focused texts. News-based Newsela content partners, including the Associated Press and the Washington Post, provide articles which help students connect today's news with the Social Studies curriculum. Finally, Newsela Social Studies includes considerable primary source documents, including letters, speeches, and Supreme Court cases.

In addition to the literacy-based quizzes included with all Newsela articles, Newsela Social Studies also has select articles that include a Social Studies-specific quiz, designed to support the acquisition and mastery of C3 Dimension 3 skills: Evaluating Sources and Using Evidence. Quizzes are designed to support the acquisition and mastery of Social Studies skills including evaluating sources, analyzing and critiquing conclusions, and developing claims.

Newsela Social Studies subscription will include ELA/reading comprehension-oriented **Write Prompts** alongside all texts, as well as Social Studies-specific Write Prompts. Write Prompts are pre-populated with suggestions we've developed to help students crystallize and apply their knowledge. Each Write Prompt is aligned to an indicator from either Dimension 1 (Developing Questions and Planning Inquiries), Dimension 3 (Evaluating Sources and Using Evidence), or Dimension 4 (Communicating Conclusions and Taking Informed Action) of the NCSS C3 Framework.

Enabling Henrico County Public Schools educators to quickly find inquiry-based resources, our platform also offers a **C3 Inquiries and DBQs section**. In the C3 Inquiries and DBQs tab, teachers will have access to resources designed to get students thinking like historians.

- The **C3 Inquiries Collection** was created in partnership with the authors of the C3 Framework. Each Unit corresponds to one of their Inquiries. We have directly integrated their compelling and supporting questions, formative and summative tasks, and curated primary sources into each Unit. In addition to those C3-curated materials, we've supplemented each Unit with relevant and engaging current events articles to enable students to make connections between the historical content and the present day, and take informed action in their communities. Recently, we published a C3 Inquiry: Covid-19 Open Questions, in collaboration with the authors of the C3 Framework. We developed Compelling Questions to spark students' inquiries into what COVID-19 means for the world. To quote the C3 authors, "While we are all living in uncertain times, inquiry remains a fundamental part of being human."
- The **DBQ Collection** provides everything HCPS teachers need to get their students analyzing primary sources, collecting and synthesizing evidence, and making evidence-based arguments. The DBQ collection is scaffolded to support students in complex thinking skills by providing 1-2 document DBQs, 3-4 document DBQs, and 5+ document DBQs. As with other aspects of Newsela Social Studies, the collection is periodically updated with more DBQs and teacher-facing resources.

## Newsela Science

Newsela understands the Division's need for science resources that align with the Virginia Science SOLs, provide scaffolding for all learners, include robust professional learning resources, support culturally relevant teaching, and integrate literacy within a science context.

Newsela Science is a supplemental science support platform, built to provide what science teachers care about. We believe that Newsela Science is the ideal science resource to drive exciting, rigorous teaching and learning across the District's secondary classrooms. Newsela Science provides students with engaging, accessible science-focused texts that drive mastery of skills students need to think like scientists. Aligned to the NGSS, Newsela Science combines our student-friendly, fresh content with instructional supports to ensure

that key standards are covered with Newsela content. Because science is happening all the time, we add new texts each day to ensure that students always have access to content that's relevant and speaks to real-time events in their lives and communities.

Newsela Science gives teachers the content and lesson resources they need to drive science content knowledge and confidently implement inquiry-based science standards. Newsela Science also allows teachers to easily integrate science and literacy with standards-aligned content and activities to get students thinking like scientists. We strive to show students that science happens in the world, not just in a textbook, with content that exposes them to real-world science issues that spark their curiosity about the science that is happening all around them.

Newsela Science equips teachers by providing NGSS aligned courses and flexible unites, summative and formative assessments, and professional learning resources for science instruction. Courses are built around Newsela's authentic, leveled texts. Teachers can find content and resources in courses such as Life Science, Physical Science, Earth and Space Science, many more. In addition, teachers can find engaging and relevant resources like science current events, science change makers, exploring data with Tuva, science challenges at home, project-based learning climate change resources, and more.

While teachers strive to level content appropriately to each student and ensure personalized learning, we recognize that it can be difficult to do in today's busy classroom environment. That's why Newsela built a platform that does it for them. Our experienced Editorial team publishes each Newsela article at five different Lexile levels, allowing each learner to access grade-level content. Newsela's leveling capability directly supports all learners as they work to achieve grade level standards by providing superior access to Science content. Newsela's 11 dimensions of leveling include: sentence length, word frequency, grade-level vocabulary, syntax, text cohesion, organization, subject maturity, background knowledge demands, tension and interest, word and sentence variety, and accessible content with room for cognitive leaps. As students spend time in Newsela, we learn each student's reading level with a high degree of accuracy. Newsela uses this to present each student with an article at their "just-right reading level," which is continually adjusted as students gain reading skills. At the same time, we understand that no one knows your students like you do. While Newsela will nudge a student's just-right reading level up or down, teachers can direct the reading level students see manually.

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## Newsela Social-Emotional Learning (SEL) Collections

Newsela SEL addresses the CASEL-defined core competencies of social-emotional learning, which have been identified by the VDOE as the definition of Social-Emotional Learning in the Commonwealth. The same "5 C's" that are articulated in the VDOE SEL Guidance Standards are the basis for Newsela's SEL Collections for elementary, middle, and high school learners.

The goal of Newsela's SEL Collection is to promote the development of students' social and emotional skills, fostering positive relationships and self-development. Newsela SEL helps students practice active reading strategies while engaging students in activities that get them thinking, talking, and writing about social-emotional skills. Every lesson considers the unique needs of **elementary, middle and high school learners**, providing developmentally-appropriate content for each grade band. In designing this resource, our Content Solutions team worked closely with instructional experts in Social & Emotional Learning to ensure that our SEL offering reflects current best practices in SEL pedagogy. Newsela SEL draws from the following frameworks:

- CASEL
- Harvard Graduate School of Education
- Yale Center for Emotional Intelligence
- Greater Good Science Center at UC Berkeley
- Positive Behavioral Intervention and Supports (PBIS)
- The Aspen Institute
- Character Lab

Henrico County Public Schools students will build and develop CASEL-defined social-emotional capacities using Newsela SEL:

- **Responsible Decision-Making.** The Newsela Social-Emotional Learning Collection's Responsible Decision-Making Unit helps students make constructive choices about personal behavior and social interactions based on ethical standards, safety concerns, and social norms. The unit will also foster students' ability to make realistic evaluations of the consequences of various actions and take into consideration the well-being of oneself and others.
- **Relationship Skills.** Relationship-building is directly addressed in our SEL product through a Relationship-Building Unit, as prescribed by the CASEL

Framework. In this Unit, students will learn about and work to establish foundational relationship-building skills. Each Topic provides content and activities designed to teach specific concepts and build interpersonal skills, teachers can also access the Unit's guiding questions and social-emotional frameworks to emphasize the broader concepts of relationship-building. Encompassing Communication, Friendship, Conflict Resolution, and Bullying subunits, the Building Relationships Unit of Newsela SEL provides teachers with resources to equip students with the skills they need to communicate clearly, listen well, cooperate with others, resist inappropriate peer pressure, and seek and offer help when needed.

- **Self-Awareness.** In Newsela SEL's Self-Awareness Unit, students are given the tools they need to take control of their mental and emotional health. This Unit helps students build foundational cognitive and emotional skills beginning with recognizing how our thoughts, feelings and actions are interconnected. Among others, subunits within the Self Awareness Unit includes Emotions and Mindfulness.
- **Self-Management.** Newsela SEL's Self-Management section is a key resource for teachers to help their students develop crucial emotional intelligence skills. With subunits on Self-Control, Determination and Growth Mindset, Courage, Organization, and more, this CASEL-aligned section is designed to help students deal with the many demands on their time and attention and the stressors that result from them. In the Healthy Habits section of our CASEL-aligned Self-Management Unit, teachers can find texts and Lesson Sparks supporting students in creating proper sleep habits, exercising, eating healthy, limiting screen time, and more.
- **Social Awareness.** Newsela SEL directly addresses and builds students' ability to use empathy to engage with their peers, families, and teachers. In the Social Awareness Unit of our SEL platform, students learn skills for being open-minded and receptive to others' beliefs and ways of life. This Unit gives students the opportunity to consider how the decisions they make will impact the world and, more specifically, how those decisions affect the people around them. The Social Awareness unit contains subunits for Curiosity, Perspective-Taking and Diversity, Empathy, Respect and Kindness, and Social Cues. While developing empathy is encouraged through all of these subunits as well as elsewhere in Newsela SEL, teachers can use the Empathy section to expressly develop students' ability to take

others' perspectives and act accordingly. In this Topic, students will learn the difference between sympathy and empathy, read about how empathy affects our brains, bodies and minds, and take action in their own lives by practicing empathy.

## Newsela Writing

Our newest tool, Newsela Writing offers a platform for students to build on their writing craft through curated prompts and real-time feedback aligned to Virginia state writing rubrics as found on the VDOE site. Newsela Writing allows teachers to offer students feedback prior to assignment submission by providing them with a window into every student's work while they compose. Additionally, Newsela Writing offers students the opportunity to utilize both a sentence checker and a rubric meter to evaluate their progress. The sentence checker provides students with highlighted indications of whether the structure of their writing meets the rubric's parameters. The sentence checker also offers explanations for each aspect of the writing's structure as well as an off-topic example for scaffold the student's understanding. Meanwhile, the rubric meter gives students insights into the particular aspects of the rubric such as "thesis" in addition to "Glows" and "grows" on their specific thesis. This feedback is generated by Newsela's proprietary AI and responds to students' answers without writing for them. Currently, Newsela Writing supports the Virginia SOL Short Answer and Long Form rubrics for English reading and literacy assessments for grades 4-5, 6-8, and 9-12. Newsela Writing also offers rubrics based on the state framework for History and Social Studies writing for grades 9-10 and 11-12.

Newsela Writing allows teachers to embed Newsela content directly into their writing prompts allowing students the opportunity to write based on Newsela's library of over 17,000 engaging and leveled texts. Teachers can create prompts, use the Newsela Write Prompts, or generate prompts with AI assistance. Teachers then select the most appropriate rubric, based on the type of writing their students will be completing and their grade level. Once students have begun writing, teachers can leave them feedback on their work prior to submission. This, along with the platform-generated feedback, allows students to build their skills in an environment that values constant learning and revising and views writing as both a craft and a discipline.

Newsela Writing also provides teachers with a significant data-informed view into their students' writing. Teachers can see individual statistics for students such as how long they've been typing and their word count but teachers can also identify trends for

intervention, re-teaching, and small group pull-asides as writing structure and idea development are available for students and on a class-wide basis prior to student submission. In overall terms, Newsela Writing is a means of meeting students where their writing is, offering them scaffolded feedback, and amplifying the teacher's role by allowing them to ensure that feedback is timely and unique for each student.

## Formative by Newsela

Formative by Newsela is the only solution in the market that empowers teachers to truly adjust instruction in the moment to target student learning needs. Through a partnership with Newsela, HCPS's teachers, administrators, and students will be able to benefit from instant two-way feedback, extensive reporting, in-platform integration with nearly all browser-based tools, and extensive customizability in lessons and assessments via the Formative platform. With Formative, you can combine the content you know and trust with the most powerful student engagement tools in education.

The Formative platform is a student response and assessment system designed to provide real-time insights into individualized learning. Offering vetted pre-made assessments, instant performance insights at all levels, bidirectional feedback, and nearly infinite customization, Formative is the best way for teachers and administrators to understand student success. Our solution is used to drive student success in math, language arts, science, foreign language instruction, and more. During the 2023-2024 school year, we averaged over one million teachers and students actively using Formative each school week. Additionally, Formative has now collected over four billion all-time student responses, allowing increased classroom engagement, meaningful feedback, and tracking of academic growth over time.

Formative's efficacy has been evaluated by third-party evaluators via two, well-designed and well-implemented correlational studies meeting Every Student Succeeds Act (ESSA) standards for Tier III - Promising research. Formative's full evidence base is summarized in this [Efficacy Brochure](#).



## B. User Interface

### *1. Browser Support*

Newsela is supported on all standard browsers including Chrome, Safari, Explorer, Edge, Firefox, and Opera, and is HTML5-compliant with no need for plugins or extensions. Where reasonably necessary and technically feasible, the system will be device and browser independent and remain current with new browser versions and new evolving technology.

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

We follow WCAG standards for web accessibility to ensure we comply with the ADA's standards of nondiscrimination and effective communication.

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

Newsela's platform is cloud-based and scalable, ensuring that it can support large districts or smaller schools without requiring additional hardware or complicated software installations. The platform is compatible with a wide range of devices, including laptops, tablets, and smartphones, allowing for flexible access regardless of the device students and teachers are using. This flexibility supports infrastructure needs for schools that may have varied technology setups or access challenges. Newsela is device-agnostic and is supported on any device capable of an Internet connection.

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

Newsela's online platform provides a user-friendly interface with a clear, intuitive organization and navigation. Upon logging in, students and educators will see a horizontal menu across the top of the screen, with options for Search, Browse, Your Content, Assignments, and Binder. The teacher view also includes a dropdown menu for access to



the Educator Center; both students and teachers have a dropdown user settings menu in the top righthand corner.

Each of the top menu options provides the following organization:

- **Search:** Provides keyword search as well as filters for Reading Level (grade level and/or Lexile level); Maturity Level (by grade band); Language (English and Spanish); and Reading Skills (Craft and Structure, Integration of Knowledge and Ideas, and Key Ideas and Details)
- **Browse:** Provides a list of all Subject Area products to which an end user's license is entitled
- **Your Content:** Provides access to texts, text sets, collections, etc. saved by the end user; content created by the end user such as text sets (teachers only); and content created and shared at the end user's school
- **Assignments:** The teacher view provides a list of assignments made within the teacher's classes and the students' progress on these assignments; students will see assignments that their teachers have created and assigned to them
- **Binder:** The Teacher Binder provides a data and reporting dashboard that allows teachers to review student work and track progress. The Teacher Binder includes a Reading Summary tab that shows students' performance on Reading Skills aligned with eight universal key reading skills articulated in the CCSS. In addition, quizzes for fiction texts within Newsela offer alignment to the Reading Literature standards. The Student Binder allows students to track their lesson progress over time.

Newsela's Lesson Sparks help make Newsela easy to implement in the classroom. These comprehensive lesson supports provide teachers with before, during, and after-reading activities, including extension resources to deepen learning. Lesson Sparks include pacing guides, helping your teachers stay on track and focus their efforts on driving learning in the classroom instead of planning and searching for resources.

Newsela teachers have full access to our Educator Center. Here, teachers will find on-demand videos and implementation guides to help them get the most out of Newsela.

With Newsela, it's easy to instill a lifelong love of reading. Our platform makes it easy and intuitive for students to read what they love. At the end of articles, Newsela provides suggestions for related articles students are likely to connect with, reflecting the user experience of platforms students already know and use every day such as Reddit and

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Instagram. Our goal is to make reading fun and engaging, encouraging students to read even more.

***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)***

Newsela, Inc's webapp(s) are mobile responsive so it is usable on mobile devices. Newsela currently has a native iOS app available for students exclusively. We recommend all users continue to use our webapp whether they're on a desktop computer or a mobile device like tablet for a uniform experience.

## C. Integrations and Reporting

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

We know how important it is to integrate with your existing technologies, such as Clever and Schoology. By integrating with local LMSes, teachers are able to automatically roster classes, assign lessons and content with ease, and share Newsela content and assignments across platforms.

Newsela's products are one of a handful of products in the ed tech industry to achieve Tier 4 interoperability

Once a district opts in to Newsela, they may be provided a designated integration specialist from the Newsela integration team. The Newsela integration specialist works closely with the sales and customer success teams, along with the district tech team, to make sure the most appropriate integration method is chosen for the district's end users. Depending on the complexity of the systems in use at the district, a call with the Newsela integration team and the district's tech team may be scheduled. However, a majority of Newsela's integrations are self-service and can be completed by the district with the provided instructions from Newsela.

*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.*

Newsela supports Single Sign On via Clever. Our Educator Center provides detailed implementation guides for all educators, ensuring a seamless integration across campuses. Our Educator Center also provides in-depth resources for teachers to implement Newsela along with Canvas. Please visit Using Clever For Teachers to view our Clever support page.

Our formal integration partnership with Clever allows for the simplest syncing of rosters and classes into the Newsela platform.

Newsela also integrates with top rostering solutions, is a Project Unicorn signatory partner, and supports IMS standards. Newsela supports integrations with Clever, ClassLink, Canvas, Schoology, D2L, Google Classroom, Microsoft (SSO only), itsLearning,

OneRoster v1.1, and LTI connections with other LMSes if needed. Our [Support for System Admins](#) page provides setup and integration information for integrations with several of our integration partners. If using OneRoster v1.1, we require the following files: manifest.csv, classes.csv, courses.csv, enrollments.csv, orgs.csv, and users.csv.

For District-level purchases, Newsela recommends that users are rostered and SSO via division-managed identity providers. Newsela supports authentication via Single Sign On (SSO) utilizing Google, Microsoft, Clever, Classlink as well as through Canvas, and Schoology. We do not charge for any of our out of the box SSO integrations, but, if a custom SSO integration is requested, we would need to work with your district to determine scope and cost.

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

Newsela is certified for LTI 1.3, in compliance with Global Interoperability Standards, Newsela supports OneRoster v1.1 to provision and maintain user accounts within Newsela. Additionally, in compliance with GIS, Newsela utilizes the LTI 1.0 standard to support SSO. Newsela supports LTI 1.3 for Schoology SSO. Newsela's IMS Global certification can be found at the following URL: [https://site.imsglobal.org/certifications/newsela/newsela#cert\\_pane\\_nid\\_407021](https://site.imsglobal.org/certifications/newsela/newsela#cert_pane_nid_407021).

***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.***

Newsela supports teacher, student, school administrator, district administrator, and caregiver roles for end-users. These roles have different access to features and data on the platform. Roles for Newsela staff are more granular based upon need, and are governed by principles of least privilege.

Role assignments are automated when the district uses a third party system like Clever or Schoology to manage rostering.

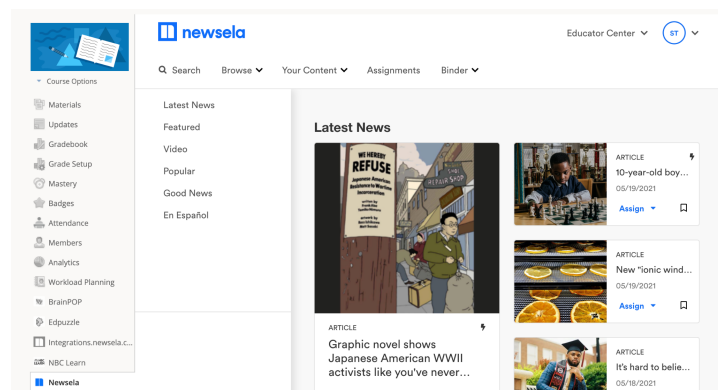
See Tab 8 for details on Newsela's Reporting and Monitoring Capabilities.

*5. Any requirements for students, staff, course, roster, or school information must be supported through a common specification. The exchange of data must be through a common protocol and not require the installation of vendor-specific software in the HCPS internal infrastructure. HCPS currently supports the following means of exchanging student information in order of preference but will accept other non-vendor specific protocols: a. LTI integration as a Tool Provider (TP) with our LMS (Learning Management Systems) Solution (Schoology) b. SIF - Student Information framework c. Exchange of information through Clever - a third party vendor for exchanging common data for school systems; The Successful Offeror is responsible for any costs incurred with Clever implementation. d. File exchange to a vendor-supported SFTP server*

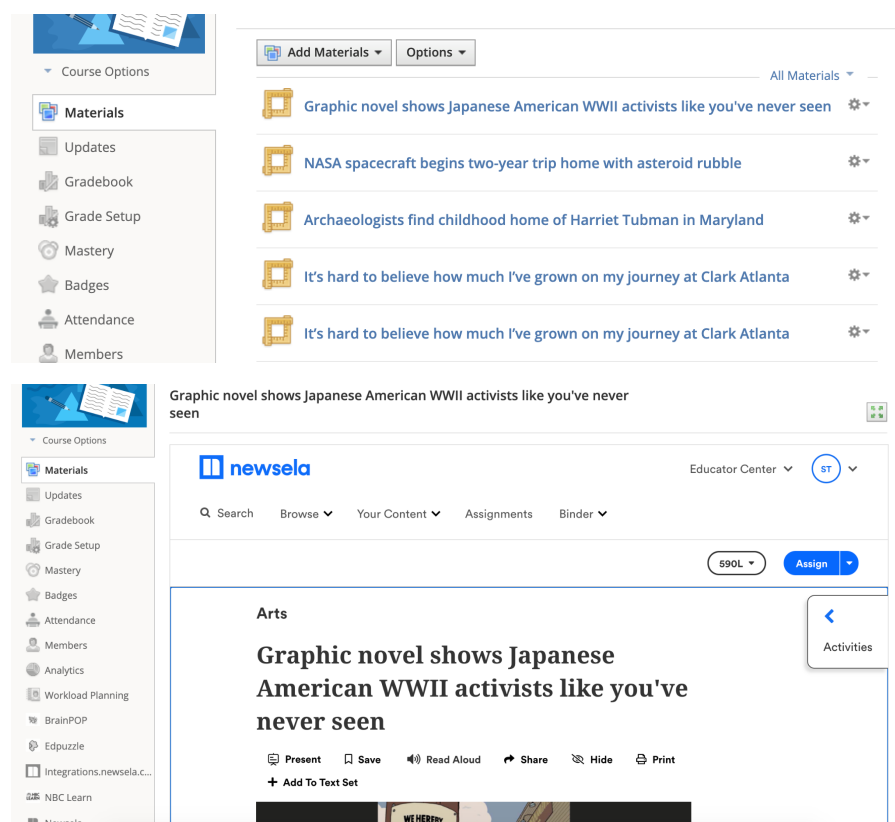
Newsela access will turn on upon completion of the partnership agreement. Newsela supports delivery of its digital materials through Schoology and a number of other integrations. The Schoology functionality is described below:

1. Rostering (via LTI 1.0 or 1/3)
  - On demand sync from Schoology
  - Newsela also supports divisions' bulk rostering via Clever, Classlink, or OneRoster and SSO via Schoology
2. SSO (via LTI 1.0 or 1.3)
3. The ability for teachers to search and preview Newsela content within Schoology
4. The ability to embed Newsela content as an instructional object within Schoology courses

Please see the SSO experience below:

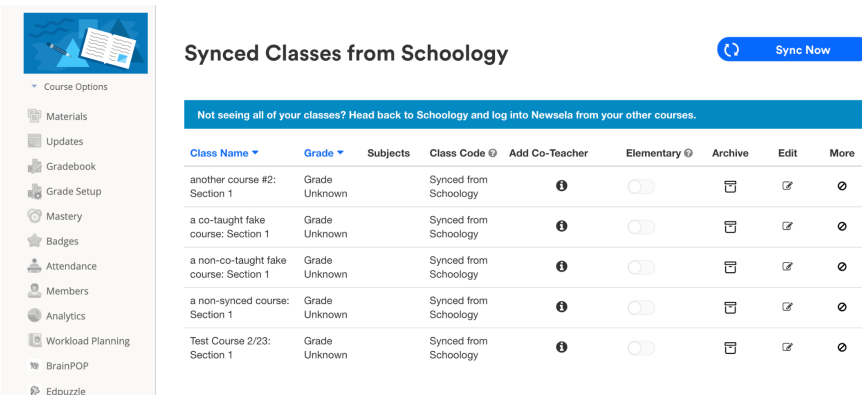


Additionally, students and teachers have SSO access into specific Newsela content via deep-linked Newsela content in Schoology course materials (see screenshots below).



As for Schoology rostering, user accounts are created automatically the first time a user clicks on the Newsela launch point in the Schoology course navigation bar. Each time a teacher clicks on the Newsela launch point in the course navigation bar, that course is automatically created and rostered in Newsela (see screenshot below for an example list of classes rostered by Schoology within Newsela). When students click on the Newsela

launch point in the Schoology course navigation bar, they are rostered into their courses as well.



The screenshot shows the Newsela interface with a sidebar on the left containing various course options like Materials, Updates, Gradebook, etc. The main area is titled 'Synced Classes from Schoology' and features a 'Sync Now' button. Below this is a table of synced classes.

Class Name	Grade	Subjects	Class Code	Add Co-Teacher	Elementary	Archive	Edit	More
another course #2: Section 1	Grade Unknown		Synced from Schoology		<input type="checkbox"/>			
a co-taught fake course: Section 1	Grade Unknown		Synced from Schoology		<input type="checkbox"/>			
a non-co-taught fake course: Section 1	Grade Unknown		Synced from Schoology		<input type="checkbox"/>			
a non-synced course: Section 1	Grade Unknown		Synced from Schoology		<input type="checkbox"/>			
Test Course 2/23: Section 1	Grade Unknown		Synced from Schoology		<input type="checkbox"/>			

Newsela offers the ability to bulk roster via Clever, Classlink, or OneRoster v1.1 such that rostering is managed at the district level via a nightly Clever, Classlink, or OneRoster v1.1 feed to Newsela. If the District chooses to bulk roster with Clever, Classlink, or OneRoster v1.1 instead of utilizing the Schoology rostering mentioned above, Henrico County Public Schools can still utilize the SSO and the additional deeper functionality of our Schoology integration.

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

For District-level purchases, Newsela recommends that users are rostered and SSO via division-managed identity providers. Newsela supports authentication via Single Sign On (SSO) utilizing Google, Microsoft, Clever, Classlink as well as through Canvas, and Schoology. We do not charge for any of our out of the box SSO integrations, but, if a custom SSO integration is requested, we would need to work with your district to determine scope and cost.

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

Newsela is a Project Unicorn signatory partner, and supports IMS standards. Newsela's IMS Global certification can be found at the following URL: [https://site.imsglobal.org/certifications/newsela/newsela#cert\\_pane\\_nid\\_407021](https://site.imsglobal.org/certifications/newsela/newsela#cert_pane_nid_407021).

## D. Accessibility and Web Accessibility

The student experience on Newsela is substantially conformant to WCAG 2.1 AA and Section 508. This ensures that all students can access our content, on our platform, at their level. In our platform, students can:

- Navigate Newsela using a keyboard
- Access the information on Newsela with updated colors to meet color contrast standards and alternative text on every image, including all article photos, illustrations, graphs, and charts,
- Understand the information on the site with consistent elements and simple language
- Use assistive technology to access content on Newsela with screen reader-friendly labels

Other accessibility features within our product include:

- Read Aloud: Newsela articles include a read-aloud feature, which highlights and reads the text of an article aloud. Read Aloud functions on web browsers and the iOS version of the Newsela app.
- Keyboard Navigation: The student experience in the Newsela web app is navigable with a keyboard and screen reader, including:
  - Main menu navigation: The navigation at the top of the site (e.g. library, news, and text set menus)
  - Student Activities
  - Lexile level
  - Power Words definitions in the article
  - Sign In / Sign Up experience
  - Student homepage and assignments
  - Student Binder and Word Wall
- Screen Readers: Newsela's student experience is compatible with the screen readers VoiceOver, NVDA, JAWS, ChromeVox and TalkBack. All images include alternative text descriptions for users with visual impairments. Quizzes display



correct and incorrect answer information in words, which screen readers can access. Labels across the student experience are screen reader-friendly, including search, the article page, and activities.

Newsela is also compliant with the WCAG in the following ways:

- Permanent, visible labels appear on elements across the site.
- Article cards include the most relevant details for students, with a clear hierarchy of important information.
- All interactive elements like buttons, links and menus are labeled with the name of the element.

In addition to accessibility features built within our platform, Newsela also integrates seamlessly with many third-party tools designed to enhance accessibility. With the Google Read&Write extension on Newsela, students can use the picture dictionary, text dictionary and more to support their comprehension as they read. Helperbird helps students access texts by providing multiple options for text size, font, letter and word spacing, and more. OpenDyslexic font is available through this feature.

Our "Newsela Accessibility Statement" is available from our support portion of the site and linked to from "Accessibility on Newsela" page. This outlines in greater detail our commitment to accessibility, internal process, a link to our Student Platform Accessibility Conformance Report (sometimes called a VPAT), and the same support email link.

- Accessibility on Newsela: <https://support.newsela.com/article/accessibility-on-newsela/>
- Newsela Accessibility Statement: <https://support.newsela.com/article/newsela-accessibility-statement/>
- Newsela Student Platform and Accessibility Support Pages Accessibility Conformance Report: <https://go.newsela.com/rs/628-ZPE-510/images/Newsela-ACR-VPAT-2.4-Rev.pdf>

## E. Infrastructure and System Administration

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

Newsela is a leader in the educational technology market with a SaaS (software as a service) model. Our applications are hosted and delivered by Amazon Web Services (AWS).

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

PII and customer data are stored within Amazon Web Services (AWS.) Newsela's encryption standard mandates that PII and customer data be encrypted at rest and in transit using strong encryption algorithms such as AES-256 and secure ciphers. Newsela does not allow proprietary encryption algorithms. All laptops and other devices used by Newsela staff are required to have full-disk encryption. PII and customer data must not be stored on removable media without prior authorization and whitelisting of the devices.

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

Newsela is a signatory to the Student Privacy Pledge 2020. Among other things, signatories of this pledge agree that:

- We will not collect, maintain, use or share Student PII beyond that needed for authorized educational/school purposes, or as authorized by the parent/student.
- We will not sell student personally identifiable information (PII).
- We will not use or disclose student information collected through an educational/school service (whether personal information or otherwise) for behavioral targeting of advertisements to students.

- We will not build a personal profile of a student other than for supporting authorized educational/school purposes or as authorized by the parent/student.

Additionally, Newsela is also a signatory to the [Project Unicorn EdTech Vendor Pledge](#). This pledge affirms Newsela's commitment to increase secure access, privacy, and interoperability in our products and empower customers, educators and families to achieve an enhanced level of engagement in their students' education. As of January 2022, Newsela earned Project Unicorn's highest rating for [interoperability certification](#). We are proud to have achieved Tier 4 certification in service of students everywhere.

When Newsela provides our Services, our collection, use and disclosure of student data, including any personally identifiable information, is governed by and in compliance with our Terms of Use, Privacy Policy, written agreements with the school or district, and the provisions of the Family Educational Rights and Privacy Act ('FERPA'), the Children's Online Privacy Protection Act ('COPPA') and other applicable laws that may relate to the collection and use of student data.

Please read our [Privacy Policy](#) for more information about how we protect students and their data.

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

Any external links in Newsela lead students to vetted outside educational resources which serve as extensions to Newsela content. Newsela does not and will never link students to advertisements.

#### ***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.***

Newsela's platform is cloud-based and fully scalable ensuring that it can support large districts like HCPS. Newsela's largest customer base is 470,000 students. By providing scalable infrastructure, seamless integrations, dedicated support, and secure data practices, Newsela ensures that schools and districts can confidently implement and sustain our platform within their technology ecosystems.

***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.***

N/A. See LTI details above.

***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.***

We know the selection of content and curriculum is a local decision and one that can be complex. Educational leaders want to be confident that instructional content supports learning while meeting specific guidelines from the district or state.

We can help you better navigate that complexity. We partnered with school districts from across the U.S. to develop content settings, a set of tools to easily manage the availability of Newsela content.

Available within all Newsela's premium products, content settings are available for any Newsela customer. With Newsela's content settings administrators can manage the visibility of instructional content within the product and ensure that teachers and students have access to texts and videos that align with guidelines and instructional goals.

### **Content Settings Features**

Administrators can:

- Better manage instructional content so it aligns with district guidelines and learning goals.
- Manage content visibility at the grade level for teachers and students.
- Automatically apply visibility settings for any new content published in Newsela.
- Create custom labels to communicate district expectations for specific content.
- Designate specific groups of teachers and students - manage content for each.
- Review newly published content and determine who can view it.
- Ensure teachers and students have access to the right content.

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Our product and content teams are constantly evaluating our offerings as they pertain to state mandates, state-aligned content, and ever-changing technological developments. A dedicated Customer Success Manager is available to all districts to convey requests for alteration of content via email, phone call, or our web help center.

## F. Device, Software, and Network Specifications

Newsela is a 100% browser-based application. Newsela never installs any equipment or software on customer networks or at customer premises.

Newsela is device-agnostic and is supported on any device capable of an Internet connection. For computer use, Newsela is supported on all standard browsers including Chrome, Safari, Explorer, Edge, Firefox, and Opera, and is HTML5-compliant with no need for plugins or extensions.

Newsela only requires a minimum 1mbps symmetrical connection. On average we see about 40mb of downloaded material (code, image assets, etc.) per student per classroom session. There are no speed requirements for using Newsela.

In order to properly use any of our applications, Newsela requires that your network allow access to \*.newsela.com. This allows us to properly serve all Newsela content; in the event that you are experiencing issues with an application, please confirm with your network administrator that they've opened access to \*.newsela.com. Additionally, to ensure access to our paid subscription support features, please make sure snapengage.com is also accessible on your network.

A robust and evergreen description of our technical requirements can be found at <https://support.newsela.com/item/supportArticle/technical-requirements>.

## G. Professional Development/ Training

As a Newsela partner, your district can purchase professional learning sessions to be delivered by Newsela Professional Learning Managers, as well as on-demand sessions which can be taken at any time throughout the academic year. During your professional learning sessions, we will work to make sure teachers, curriculum specialists, and administrators understand the ins and outs of your product enabling you to take full advantage of the entire Newsela suite of resources. We will work with your curriculum and teaching experts to identify key areas of focus and deliver the professional learning to best fit those identified areas of need.

Newsela offers [specialized professional development](#) for all levels of educators, including teachers, teacher leaders and instructional coaches, and administrators.

### **Resources for Teachers**

Newsela provides an Educator Center which includes our [Educator Community](#), [Professional Learning Page](#), and [Support Page](#). All three are spaces for educators to engage at their own pace, to be inspired and discuss Newsela with other educators, and to answer any open questions. The Support Center is organized to help teachers quickly find what they need. For example, the Getting Started section provides ready-made guides for helping teachers implement Newsela for the first time. On the Professional Learning Page, teachers will find on-demand videos and resources to support platform learning for a variety of contexts and priorities. For Newsela paid subscribers who purchase our PD Pass, the Professional Learning page includes professional learning resources for platform-specific learning and instructional practice. For example, educators can access a 2-minute video on using Newsela texts to foster self-awareness and review a sample lesson on analyzing an author's argument.

### **Resources for Teacher Leaders and Instructional Coaches**

As Newsela Certified Educators, teachers and instructional coaches can build a deep knowledge of the platform, serving as peer leaders who can coach their entire schools in leveraging Newsela. Self-paced and comprehensive, the Newsela Certified Educator course trains educators to design customized classroom applications and tailor Newsela's instructional features to students' needs.

Newsela Certified Educators can design text sets based on important themes and district instructional priorities, sharing these resources with peers to strengthen instruction

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across Henrico County Public Schools. As Certified Educators, your teacher leaders can pave the way for cross-curricular success across your district.

Additionally, our Newsela Professional Learning team offers several Train-the-Trainer sessions to help develop a cohort of district-based facilitators to plan and deliver training personalized to your internal needs and goals.

### **Resources for Administrators**

Newsela provides dedicated supports to ensure that Henrico County Public Schools' Newsela implementation succeeds at the highest levels of administration. In addition to administrator-focused versions of our Start-Up Guide, our Professional Learning offers a variety of workshops and sessions for administrators and instructional leaders to advance Newsela usage across your district.

See Tab 6(a) for more detailed information on Newsela's Professional Development and Training



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

*3. As part of its proposal, Offeror must certify that it has not defaulted on any government contract in the last five years or must explain any such default in reasonable detail. The County may deem any such explanation of default insufficient if it does not include contact information for the government on whose contract Offeror defaulted.*

Newsela certifies that it has not defaulted on any government contract in the last five years.

*4. As part of its submission, Offeror must certify that no government has terminated a contract with the Offeror for cause in the last five years or must explain any such termination for cause in reasonable detail. The County may deem any such explanation of termination for cause insufficient if it does not include contact information for the government that terminated a contract with the Offeror for cause.*

Newsela certifies that no government has terminated a contract with the Offeror for cause in the last five years.

*5. As part of its submission, Offeror must certify 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.*

Newsela certifies 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.

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## Tab 4 — Offeror Qualifications and Experience

Newsela launched in 2013 as a provider of current events articles to make literacy more fun and engaging for students. As we witnessed the rapid adoption of our product throughout the country, we received requests for state-standard-aligned content and subject-specific curations designed to meet the needs of educators and administrators. As a result, in 2020, we expanded to include subject-specific products such as Newsela ELA, Newsela Social Studies, Newsela Science, and Newsela SEL Collections. In doing so, we also added a wide variety of content partners and genres including fiction, poetry, scientific papers, and multimedia, as well as curated collections that fill a variety of content gaps and needs, which are detailed throughout this proposal.

In 2023, Newsela added Formative to our family of products, extending our commitment to connecting data-informed instruction to meaningful assessment. Formative was founded in 2013 by Craig Jones and Kevin McFarland, who envisioned a world where formative teaching tools could supercharge student learning in real time. Today, Formative is a powerful platform that provides educators with the ability to create interactive assessments and presentations that embed a variety of resources—including videos, images, paired texts, and multimedia—into a single, seamless experience. With nearly infinite customization and support for over 20 question types, Formative allows teachers to deliver differentiated instruction while gaining real-time insights into student performance. Its digital presentation tools empower educators to create and present engaging lessons, track student understanding live, and offer personalized feedback, all within one integrated platform. Additionally, Formative supports a wide range of academic disciplines, including math, language arts, science, and foreign languages, ensuring flexibility to meet the diverse needs of Henrico County Public Schools.

As an education technology company, Newsela's mission is meaningful classroom learning for every student. Serving over 90% of U.S. schools, Newsela is currently used by more than 3,000,000 teachers and their 37 million students. In June 2019, Newsela celebrated the 1 billionth article view on our platform.

We currently partner with over 1,700 school districts across the United States, serving some of the country's largest and most diverse districts. Newsela also currently supports several state-level learning initiatives. In June 2020, Newsela was named by the Arkansas Department of Education as one of 19 approved programs on the Approved Science of Reading Programs' List.

Newsela's current headcount is approximately 328 employees.

Newsela's **Customer Team** composed of District Sales Representatives, Curricular Solutions Architects, Customer Success Managers, and Professional Learning specialists, work under one organizational umbrella and collaborate closely to serve our partners' needs effectively. This team is responsible for meeting and exceeding the requirements of any contract with Henrico County Public Schools.

Within the Customer Team, the process of creating and ensuring a successful initial implementation of Newsela is handled by our **District Partnerships Team** in collaboration with our **Curricular Solutions Team**. These teams provide substantial experience working with districts across the United States to provide successful implementations of Newsela and are prepared to address Henrico County Public Schools' unique challenges and needs.

A successful Newsela implementation is the joint responsibility of our **Customer Success Team** and our **Professional Learning Team**. Your district will receive support from a dedicated Customer Success Manager on our Customer Success Team who will oversee all aspects of your implementation. Through actively tracking the success of your implementation with a data-driven approach and working closely with stakeholders in your district to gather real-time feedback, your Customer Success Manager will ensure that your Newsela implementation continues to meet and exceed expectations. In addition, our Professional Learning Team can provide in-person, virtual, and/or blended learning sessions, product training, and ongoing Professional Development for district teachers as needed to ensure that teachers and administrators get the most out of your Newsela product.

Specific to Henrico County Public Schools' Newsela implementation, the proposed staff for this contract includes the following key individuals:

**Stacey Angelo, Senior Enterprise Customer Success Manager |**  
[stacey.angelo@newsela.com](mailto:stacey.angelo@newsela.com)

**Experience:** Stacey brings significant experience in working with school districts across the Northeast and Mid-Atlantic to identify their curricular needs and develop tailored solutions. Stacey brings years of educational and curricular experience to Virginia. She is a former 7th grade ELA teacher and has worked in the ed tech space for over 10 years. She has supported schools and districts across the region by assisting them in raising achievement, reaching growth targets, and promoting student engagement.

**Role:** Stacey will serve as the key partner for HCPS, which will allow her to share best practices for Newsela implementation and usage with HCPS leadership. Throughout the

partnership, she will collaborate with HCPS leadership to ensure we are meeting success criteria, have an understanding of the product roadmap, and offer executive support that continues to align our partnership to HCPS's ideal future state.

**Stacy Filocco, Curricular Solutions Architect | [stacy.filocco@newsela.com](mailto:stacy.filocco@newsela.com)**

Stacy Filocco brings 15 years of experience in education and curriculum development to her work at Newsela. With a focus on student outcomes, Stacy developed her expertise in the classroom teaching high school students for 14 years across multiple disciplines and within urban, rural, resourced, and under-resourced settings throughout the Southeast. With a Masters degree in Curriculum and Instruction, she has experience with every facet of student assessment from classroom implementation to district rollout to actual creation and scoring of assessments. Years of experience coaching first- and second-year teachers through the University of Mississippi and working with seasoned veterans in a lead teacher position allows her to bridge the gap between pedagogy and implementation. As a curricular solutions architect, Stacy is well-situated to partner in identifying opportunities for student and teacher growth as well as articulating the steps necessary for its achievement.

**Other Key Employees**

Although not specifically dedicated to this contract, other key employees who will be vital to a successful implementation of your Newsela implementation include:

- Our Professional Learning Team, who will design and deliver customized training sessions specifically tailored to support the implementation of Newsela. Our Professional Learning team is composed entirely of former classroom educators, providing our team with essential insight into what your educators need to succeed.
- Our Editorial Team, who will carefully level each text in Newsela by hand to ensure that all texts are offered at five Lexile levels. Our Editorial team, with specific experience in leveling and pedagogy, uses 11 different dimensions of leveling to ensure that texts are universally appropriate for the intended audience.
- Our Content Team, who will work in partnership with our Curricular Solutions Architects to select resources added daily in Newsela. Working with over 100 content partners, this team will help choose culturally responsive, bias-free resources you will love.
- Our Integrations Team, who will work to support a seamless integration of Newsela with your existing district technology.

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- Our Customer Support Team, who will provide rapid, on-demand support service for CPS educators and administrators throughout your implementation.

## Tab 5 — Instructional Requirements

*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.*

Newsela is a trusted provider of research-backed digital content designed to support student learning and instructional goals across K-12 classrooms. Our platform offers high-quality, standards-aligned content across multiple subject areas, ensuring equitable access to engaging and effective learning experiences for all students. With built-in differentiation, diverse instructional strategies, and seamless integration into existing curricula, Newsela empowers educators with the tools they need to drive student success.

Below, we outline how Newsela meets the following requirements:

### **1. Regularly Engaged in Providing Digital Learning Solutions**

Newsela has a long-standing presence in K-12 education, providing digital content to thousands of districts nationwide.

- Used by over 2.5 million teachers and 40 million students across the U.S.
- Trusted partner for state and district adoptions, including in Florida, Texas, Virginia, and California.
- Integrated with major LMS platforms (Google Classroom, Canvas, Schoology, Clever, ClassLink) to ensure seamless implementation.
- Supports Virginia's Social Studies Standards of Learning (SOLs) by providing engaging primary sources, historical analysis, and inquiry-based activities.

### **2. Research-Based Digital Tools Supporting Student Learning**

Newsela's platform is grounded in best practices for literacy, inquiry-based learning, and cognitive science research.

- Aligns with the Science of Reading, promoting phonics, fluency, comprehension, and background knowledge.

- Supports inquiry-based learning in Social Studies and Science with document-based questioning (DBQs) and phenomenon-based learning.
- Includes research-backed scaffolds such as annotation tools, text-to-speech, and leveled reading options to improve accessibility and comprehension.
- Newsela's **Efficacy Studies** show that students using the platform see measurable gains in reading comprehension and engagement, with one study showing a **5-percentile increase in standardized assessments, equivalent to 10 additional months of learning**. (See TAB 13)
- Formative, our assessment platform, is supported by Newsela's Efficacy Studies showing that secondary students whose teachers regularly use Formative for Math instruction saw the equivalent of a 9 percentile advantage on the FastBridge Math assessment, considered a "large effect". (See TAB 13)

### 3. High-Quality Digital Content for K-12

Newsela provides a vast, ever-growing library of content that is engaging, standards-aligned, and classroom-ready.

- Over 15,000 high-interest, real-world articles from over 175 trusted sources like The Associated Press, National Geographic, and Smithsonian.
- Texts available in five reading levels, ensuring accessibility for all students.
- Embedded formative assessments, **Lesson Sparks**, and instructional activities that reinforce literacy, comprehension, and writing skills.
- Aligned to Virginia Social Studies SOLs, ensuring students engage with content that meets state standards while also promoting historical analysis and critical thinking.

### 4. Diverse and Inclusive to Address All Student Needs

Newsela ensures that all learners have access to content that is representative, equitable, and responsive to their needs.

- Texts feature voices and perspectives that help students connect to real-world events and historical narratives.
- Tools to support English Learners, such as leveled texts, Spanish translations, and built-in accessibility features.

- Differentiation strategies embedded within the platform, allowing educators to assign content at different reading levels while keeping the rigor of instruction high.

## 5. Comprehensive Programs for All Students

Newsela provides solutions that cater to all students, regardless of their learning needs or academic backgrounds.

- **Newsela Social Studies for Virginia** is aligned to Virginia’s Social Studies SOLs, providing primary sources, government and civics content, and historical documents to support inquiry-based learning.
  - The Virginia State History Collection provides curated instructional supports aligned to Virginia’s 4th grade state history standards covering: Geography, The Colonial Period, The Revolutionary War, The New American Nation, The Civil War, Post-Civil War and the 20th Century, as well as The Government and Economy of Virginia.
  - The Virginia High School Civics Collection offering lessons aligned to the state-aligned units of Foundations and Structure of Government, Rights and Responsibilities of the People, State and Local Government, and Political Participation and Public Policy.
  - The Virginia Holocaust and Genocide Studies Collection features dozens of lessons aligned to the state SOLs on the topics of both the Holocaust and Genocide studies including inquiry lessons to build connections across time periods in addition to historical thinking skills.
- **Newsela Writing** offers structured opportunities for students to develop writing skills with real-world, evidence-based prompts.
- **Formative** supports common formative assessments, student engagement, and real-time feedback to drive meaningful instructional decisions.

## 6. A Menu of Instructional Approaches for Educators

Newsela offers flexible instructional strategies that support different teaching styles and student learning needs.

- Inquiry-based instruction through primary sources and document analysis.
- Differentiation with leveled texts, guided reading strategies, and skill-building activities.



- Cross-curricular connections between subjects, helping students make meaningful real-world connections.
- Lesson Sparks provide ready-to-use, scaffolded, and differentiated activities for teachers that support instructional goals across multiple subjects. (See Little Women Lesson Sparks and Implementation Guide in TAB 13.)
- The opportunity for teachers or districts to create their own text sets within the Newsela platform and to create their own prompts within Newsela Writing offers enhanced flexibility for the content and assignments to meet the needs of all learners.
- Within Formative, the opportunity for student grouping and individual and group feedback allows for educators to be responsive to students' needs in real-time.
- The opportunity for assessment creation as well as a shared library of public and private resources ensures that educators using Formative had a wide array of options at their disposal.

By delivering diverse, accessible, and engaging content across PK-12, Newsela ensures that all students receive the support they need to succeed in today's classrooms.

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

### *Detailed Implementation Plan*

Ensuring that your Newsela implementation continues to meet and exceed expectations is the joint responsibility of our Customer Success Team and our Professional Learning Team. Your district will receive support from a dedicated Customer Success Manager on our Customer Success Team, who will oversee all aspects of your implementation. Product training and ongoing Professional Development for teachers, coaches, and administrators will be the responsibility of Newsela's Professional Learning Team.

Newsela's Implementation Team will work with HCPS to implement each integration. Once integrated, your district's educators will have a dedicated Customer Success Manager who will serve as the main point of contact for the HCPS team. If end users require support, Newsela's Support Team is available via Live Chat (available Monday–Friday, 8 a.m. to 8 p.m. ET). Additional support is available via a form that can be accessed at <https://learn.newsela.com/contact/>.

Newsela offers considerable resources to ensure that educators succeed in implementing Newsela in their school's classrooms. Teachers can find on-demand resources and support from the [Support page](#) in Newsela's Educator Center. The Support Center is organized to help teachers quickly find what they need. For example, the Getting Started section provides ready-made guides for helping teachers to implement Newsela for the first time. This includes guides on creating accounts, rostering classes, and assigning work. Likewise, the [Account Settings](#) page helps teachers navigate the ins and outs of their Newsela account, familiarizing them with the many resources they need. We understand that the success of your Newsela implementation depends on a strong foundation that begins with support to your administrators and district technology staff. To enable this, the Support Center includes [dedicated guides for System Admins](#), including information on Newsela's technical requirements and setting up integrations between Newsela and existing district resources.

Newsela will partner with the district's tech department to configure and enable integrations with the district's determined technology (e.g., Rostering/Single Sign-on/LMS solutions). Our Integrations Team looks forward to ensuring that all relevant information is shared to get teachers and students activated on the district's preferred timeline.

- Newsela will partner with Henrico County Public Schools by identifying leaders in the district to collaborate with throughout the implementation journey.
- Henrico County Public Schools will be supported by a team of Newsela leaders to ensure integration and alignment throughout the school year and summer.
- Newsela will develop and co-create a client success plan that will include deliverables such as an implementation plan, engagement resources, professional learning plan, and success metrics for progress monitoring. This success plan will serve as your one-stop-shop and provide a consistent hub of resources, support, and scheduling links.
- Newsela will collaborate on a monthly basis with Henrico County Public Schools to assess and realign the client success plan as needed, as well as provide consistent data to measure implementation success.
- Newsela will conduct ongoing solution mapping to ensure Newsela's content aligns with Henrico County Public Schools' vision, curriculum, and strategic plan.
- Newsela will continue to identify opportunities within the strategic plan to ensure content and implementation alignment with the pillars, priorities, and strategies Henrico County Public Schools has set forth.
- Newsela will provide quarterly business reviews to provide insights on Henrico County Public Schools' progress monitoring and usage data.

Although not specifically dedicated to this contract, other key employees who will be vital to a successful implementation of your Newsela implementation include:

- Our Professional Learning Team, who will design and deliver customized training sessions specifically tailored to support the implementation of Newsela. Our Professional Learning team is composed entirely of former classroom educators, providing our team with essential insight into what your educators need to succeed.
- Our Editorial Team will carefully level each text in Newsela by hand to ensure that all texts are offered at five Lexile levels. Our Editorial team, with specific experience in leveling and pedagogy, uses 11 different dimensions of leveling to ensure that texts are universally appropriate for the intended audience.
- Our Content Team will work with our Curricular Solutions Architects to select resources added daily to Newsela. Working with over 100 content partners, this team will help choose culturally responsive, bias-free resources you will love.

- Our Integrations Team will work to support a seamless integration of Newsela with your existing district technology.
- Our Customer Support Team will provide rapid, on-demand support service for CPS educators and administrators throughout your implementation.

The implementation plan is co-created with school leaders to build the foundation for a successful partnership that supports achieving your unique goals; therefore, a guideline follows, and firm plans will only be created in collaboration with you. You can expect something similar for your first three months with Newsela:

	<b>Together</b>	<b>District Leaders</b>	<b>Newsela Team</b>
Setup (prior to teacher usage)	Confirm key Schools and Newsela stakeholders	Complete integration tasks  Provide professional development goals and dates	Integrations Team sets up and completes integrations  Professional Learning Manager creates a Professional Learning Plan based on the goals shared in the Success Plan.
First 30 Days	Schedule and Attend Kickoff Meeting  Co-create implementation and communications rollout plans	Confirm first date for Professional Development session  Send communication to your staff as determined by the plan you create with your Customer Success Manager (copy CSM on all communications)  Sign off on Success Plan	Customer Success Manager hosts Kickoff Meeting with all stakeholders  Professional Learning Manager reviews PD schedule during Kickoff Meeting and confirms date for first session
By Day 60	Collaborate on Newsela implementation and identify opportunities to increase Newsela adoption in classrooms	Provide availability for monthly meetings and Partnership Pulses  District identifies potential teachers for the	Customer Success Manager hosts monthly meetings with school stakeholders and Professional Learning Manager

		Newsela Certified Educator program	Professional Learning Manager hosts Professional Learning session(s)
By Day 90	Schedule and attend ongoing Partnership Pulses to ensure successful implementation and adoption of Newsela	District provides availability for Quarterly Review	Customer Success Manager schedules ongoing Partnership Pulses to review engagement trends, share product updates, and adapt implementation plan based on district priorities.  Professional Learning Manager hosts Professional Learning session(s)

### ***a. Provide detailed information about Professional Development and Training.***

Newsela Professional Learning is differentiated and personalized to align with your district's training needs and target audiences. Your dedicated Customer Success Manager and Professional Learning Manager will work in collaboration to develop a professional learning plan that meets the needs of Curriculum Coordinators, teachers, and support staff with personalized learning pathways and essential resources to encourage integrated instruction that promotes meaningful investigation of real-world problems and phenomena.

Teachers and administrators will have access to comprehensive resources for getting started with Newsela. Within our Getting Started Guide, educators can quickly review detailed guides for creating teacher and student accounts, creating classes, rostering, using Newsela's assignment functionality, and more.

If educators need additional support at any time, our **Live Chat** functionality provides on-demand support for a wide range of issues. Live Chat is available from Monday through Friday from 8 a.m. to 8 p.m. ET.

In addition, Newsela provides varied modes of professional learning in order to align with your goals and schedule. We offer five formats:

- In-Person Professional Learning
- Live Virtual Professional Learning
- On-demand District-Specific Professional Learning Courses
- Online Professional Learning Page
- Online PD Pass

During your professional learning sessions, we will work to make sure Curriculum Coordinators, teachers, and support staff understand the ins and outs of your Newsela subscription, enabling all to take full advantage of the content, instructional resources, and implementation guides. We will work with you and your identified curriculum and instructional experts to identify key areas of focus, and deliver the professional learning to best fit those identified areas of need.

We offer multiple sessions to support Curriculum Coordinators in advancing Newsela implementation and usage across their campuses and the district. For example, "Train the Trainer: Aligning to Subject-Area Priorities with Newsela" can help instructional leaders better understand the content and frameworks of the Newsela Science Collections and Curriculum Complements that educators and students are engaging with, along with the insights they have access to in Newsela to support instructional goals. Professional learning sessions for leaders are offered as 90-minute live virtual sessions and are often limited to 30 participants to promote effective strategic planning. In addition to professional learning sessions, administrators can access on-demand support and resources through the Educator Center and workshops led by your dedicated Customer Success Manager.

Teachers can be introduced to the contents and instructional priorities of their Newsela Collections in multiple ways. On-demand overviews of collection and platform features can be accessed via the Professional Learning Page to provide quick and targeted training. Ongoing professional learning to offer expert guidance and models of effective instruction with Newsela is offered through live virtual sessions and district-specific online courses, with sessions that target content-area literacy, along with student investigation and hands-on engagement.

Live virtual professional learning sessions are 90 minutes long and can accommodate up to 200 participants; however, we recommend 50 participants maximum to support

interactivity and collaboration. District-specific online courses generally take 60-90 minutes to complete and can be completed by an unlimited number of participants. These courses are self-paced, allowing educators and personnel to start, stop, and revisit lessons as they see fit to support their learning and application of content to their contexts.

Support staff can attend live virtual professional learning sessions, complete district-specific Newsela professional learning courses, and access comprehensive on-demand resources through the Educator Center, including [support articles](#) and [Professional Learning Page](#) videos to better understand how students will engage with the Newsela Science collections and platform. Your Customer Success Manager will partner to provide curated getting-started resources with these roles in mind.

### ***b. Describe in detail the proposed data exchange solution.***

Newsela is a Project Unicorn signatory partner and supports IMS standards. As such, Newsela supports rostering utilizing Clever (as well as OneRoster, Classlink, Canvas, Schoology, and Google Classroom) to provision accounts in Newsela. Support features include nightly bulk account creation and maintenance via Clever or OneRoster v1.1 uploads via SFTP and on-demand rostering via Clever and Classlink Roster. That log file is updated on a daily basis and notes what data was processed, when it was processed, and if there were any errors in processing the data.

Districts taking advantage of Newsela's integration partners, such as Google Classroom and Clever, will control user access through those tools. Districts utilizing our bulk rostering updates additionally deactivate the user's account in Newsela when they are removed from the bulk provider. Neither pathway deletes the user's account record, but renders the account inaccessible by the user without reintroduction of their credentials by the district.

Newsela licenses at the site-level within our backend systems. Once Newsela's system ingests the data from one of these sources, we license the rostered users accordingly.

### ***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 is no hard limit. For optimal performance, Newsela recommends no more than five co-teachers and no more than three schools per student or teacher.

***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).***

Newsela is certified for LTI 1.3, in compliance with Global Interoperability Standards, Newsela supports OneRoster v1.1 to provision and maintain user accounts within Newsela. Additionally, in compliance with GIS, Newsela utilizes the LTI 1.0 standard to support SSO. Newsela supports LTI 1.3 for Schoology SSO. Newsela's IMS Global certification can be found at the following URL: [https://site.imsglobal.org/certifications/newsela/newsela#cert\\_pane\\_nid\\_407021](https://site.imsglobal.org/certifications/newsela/newsela#cert_pane_nid_407021).

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

**i. Details of the hosting environment including hosting provider, service level agreements between the offeror and the hosting provider, and length of the relationship between the offeror and the hosting provider.**

Our applications are hosted and delivered by Amazon Web Services (AWS). All data centers are in the US-EAST-1 (Northern Virginia) region. Information on AWS Data Center Controls can be found at <https://aws.amazon.com/compliance/data-center/>. Newsela's relationship with AWS has been in place since 2019.

**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.**

At Newsela, we build our applications, services, and network architecture using best practices for common tenets such as security, performance, and high availability. Our infrastructure accommodates the scale of the public cloud. We leverage redundancy throughout the varying layers of our deployment architecture. And, we design to scale out in order to handle varying demand on our systems. Lastly, our production data stores have proper backup/restore configurations and procedures to minimize data loss.

We work in concert with Amazon Web Services to mitigate any DoS or DDoS attacks. Our services autoscale swiftly with increases in traffic and we have robust protections at the



load balancer layer to detect and prevent requests from bad actors from reaching our servers. More information may be furnished upon request.

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

PII and customer data are stored within Amazon Web Services (AWS.) Newsela's encryption standard mandates that PII and customer data be encrypted at rest and in transit using strong encryption algorithms such as AES-256 and secure ciphers. Newsela does not allow proprietary encryption algorithms.

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

In the Appendices section of Tab 13, please find Newsela's current SOC2 Type1 report. Additionally, we have recently completed our SOC2 Type2 report in January and anticipate receiving the final report within the next few weeks. Please find attached an engagement letter from our auditors. If you have any questions, please don't hesitate to reach out to our dedicated privacy team at [privacy@newsela.com](mailto:privacy@newsela.com).

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

At Newsela, we build our applications, services, and network architecture using best practices for common tenets such as security, performance, and high availability. Our infrastructure accommodates the scale of the public cloud. We leverage redundancy throughout the varying layers of our deployment architecture. And, we design to scale out in order to handle varying demand on our systems. Lastly, our production data stores have proper backup/restore configurations and procedures to minimize data loss.

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

Newsela only requires a minimum 1mbps symmetrical connection. On average we see about 40mb of downloaded material (code, image assets, etc.) per student per classroom session. There are no speed requirements for using Newsela.

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

All laptops and other devices used by Newsela staff are required to have full-disk encryption. PII and customer data must not be stored on removable media without prior authorization and whitelisting of the devices.

**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.**

Newsela follows an Agile development lifecycle with a Monday/Thursday release cadence. Hotfixes release when necessary and must be approved by the Release Manager and on-call Site Reliability Engineer. Our process includes automated and manual testing. Any releases or maintenance requiring downtime are scheduled for off-hours with advance customer notification. All updates are included within the subscription pricing, and new features are periodically released on a rolling cadence.

Scheduled maintenance is handled on an as-needed basis. In the event scheduled maintenance requires downtime, Newsela will notify customers three days in advance and will perform maintenance in hours outside of the school day.

**ix. Any tools available to measure system responsiveness.**

Newsela will provide updates to [status.newsela.com](https://status.newsela.com) if there are major outages.

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

There is no limit on data storage.

**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.**

Visitor operations and student check-in/check-out are not features of Newsela products and therefore do not apply.

**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 - Newsela's infrastructure is cloud based and not on site.

## Tab 7 — Generative AI

*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.*

AI components provided in Newsela's in-app features are provided to enhance your experience and provide you with the following services for your own convenience:

- **Teacher Tools:** Displayed on the article view page this feature provides teachers with the following information pertaining to the article; Main Idea, Key Terms, Before Reading Activity and Discussion Questions. This feature is built on top of OpenAI LLM models and uses the article's text and metadata.
- **Checks For Understanding:** Checks for understanding is a new scaffold and activity that encourages close reading with low-stakes, AI-generated, recall questions embedded within the text. These are available in both English and Spanish on news and informational texts across Newsela ELA, Newsela Science, and Newsela Social Studies. More information is available here: <https://support.newsela.com/article/checks-for-understanding/>
- **Guided Highlights:** Guided Highlighting is a new scaffold added to Newsela ELA content. The goal of this scaffold is to help students practice skill-building strategies by offering targeted prompts asking students to highlight a part of the text that aligns to a reading skill. More information is available here: <https://support.newsela.com/article/guided-highlighting/>

*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.*

Newsela is a signatory to the Student Privacy Pledge 2020. Among other things, signatories of this pledge agree that:

- We will not collect, maintain, use or share Student PII beyond that needed for authorized educational/school purposes, or as authorized by the parent/student.
- We will not sell student personally identifiable information (PII).

- We will not use or disclose student information collected through an educational/school service (whether personal information or otherwise) for behavioral targeting of advertisements to students.
- We will not build a personal profile of a student other than for supporting authorized educational/school purposes or as authorized by the parent/student.

Additionally, Newsela is also a signatory to the [Project Unicorn EdTech Vendor Pledge](#). This pledge affirms Newsela's commitment to increase secure access, privacy, and interoperability in our products and empower customers, educators and families to achieve an enhanced level of engagement in their students' education. As of January 2022, Newsela earned Project Unicorn's highest rating for [interoperability certification](#). We are proud to have achieved Tier 4 certification in service of students everywhere.

When Newsela provides our Services, our collection, use and disclosure of student data, including any personally identifiable information, is governed by and in compliance with our Terms of Use, Privacy Policy, written agreements with the school or district, and the provisions of the Family Educational Rights and Privacy Act ('FERPA'), the Children's Online Privacy Protection Act ('COPPA') and other applicable laws that may relate to the collection and use of student data.

PII and customer data are stored within Amazon Web Services (AWS.) Newsela's encryption standard mandates that PII and customer data be encrypted at rest and in transit using strong encryption algorithms such as AES-256 and secure ciphers. Newsela does not allow proprietary encryption algorithms. All laptops and other devices used by Newsela staff are required to have full-disk encryption. PII and customer data must not be stored on removable media without prior authorization and whitelisting of the devices.

Any external links in Newsela lead students to vetted outside educational resources which serve as extensions to Newsela content. Newsela will never link students to advertisements. Please see our [Privacy Policy](#) for more information about how we protect students and their data.

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

The Teacher Tools, Checks for Understanding, and Guided Highlights are all optional resources provided for your convenience. They will only produce output in response to your direct use and engagement.

*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.*

As a matter of policy and implementation, Newsela does not use personally identifiable information with any of our generative AI algorithms.

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

In the spirit of transparency we want to acknowledge that while Newsela implements robust security measures, no system is entirely immune to risk. The transfer of student personal data, especially in digital environments, always carries some level of inherent risk. We recognize that these risks can have serious consequences, which is why we have taken comprehensive steps to minimize them. Below, we have outlined the key areas where we've focused our efforts to provide strong protections and reduce the likelihood of data exposure.

**Administrative Safeguards:**

- **Data Access Controls:** Newsela supports authentication via Single Sign On (SSO) utilizing Google, Microsoft, Clever, Classlink as well as through Canvas, and Schoology.
- **Staff Training:** Newsela requires that every employee take in-depth cyber security awareness training both as part of their onboarding, and annually, with managers assigned additional advanced classes as needed. All employees undergo mandatory training in data privacy and security best practices, specifically related to FERPA and COPPA. Our team is continuously updated on emerging threats and how to respond to potential breaches.

- **Data Minimization and Retention Policies:** Newsela collects what is necessary to provide our services and ensures that it is retained only for as long as it is needed for those educational purposes. Upon completion of the contracted services, and with the written request from the school or district that student information be deleted, Newsela shall delete the data. If no such request is received, personally identifiable information from pupil records will be destroyed in accordance with Newsela's Privacy Policy. Please contact your Newsela representative for more information, if needed.

#### **Technical Safeguards:**

- **Encryption:** Newsela's products are hosted and delivered by Amazon Web Services (AWS). AWS CloudFront (<https://aws.amazon.com/cloudfront/>) is used for secure, encrypted delivery of assets to users. CloudFront manages SSL encryption, and certificates are automatically renewed as they expire. All communication with the Newsela application is secured via industry-standard TLS encryption. All encryption in use at Newsela is governed by the Newsela Encryption Standard, which mandates modern encryption methods and strong ciphers, and forbids the use of proprietary encryption. All data at rest in AWS is encrypted with AES 256. All communication between browsers and the application is secured via HTTPS and at least TLS 1.2.
- **Secure Authentication:** Newsela customer accounts do not natively support two-factor authentication. Newsela recommends utilizing one of our SSO providers (Clever, Schoology, Google, etc.) to achieve two-factor authentication for users. All Newsela staff accounts enforce two-factor authentication through an industry-leading identity provider.
- **Continuous Monitoring:** Newsela routinely updates and monitors all service dependencies from a security and performance standpoint. Newsela maintains an Incident Management Policy that is reviewed annually and updated as needed, and employs dedicated Information Security resources to coordinate response efforts when security incidents/breaches are detected or reported. The policy includes provisions for conducting an internal investigation; determining scope of incident, affected assets, and stakeholders; working with forensic investigators and authorities; and conducting a post-mortem to improve processes and/or controls to prevent future recurrence. External stakeholders are involved as necessary and as proscribed by appropriate laws and regulations.

**Physical Safeguards:**

- **Data Center Security:** Newsela does not maintain any facilities that house customer information. Our applications are hosted and delivered by Amazon Web Services (AWS). All data centers are in the US-EAST-1 (Northern Virginia) region. Information on AWS Data Center Controls can be found at <https://aws.amazon.com/compliance/data-center/>.
- **Disaster Recovery and Backup:** In the event of a system failure or data breach, Newsela maintains a disaster recovery and business continuity policy. This plan is reviewed and revised annually. A copy of the BCP/DR Policy can be furnished upon request.

## Tab 8 — Reporting and Monitoring

The Newsela Binder provides educators and students with a tool to review what and how they have been reading. This feature allows for ongoing and timely feedback for students, which motivates students to continue to engage with instruction as well as to drive their own learning.

Newsela's Binder reports on areas that give teachers indicators of student performance across reading skills:

- The Reading Skills Tab gives teachers indicators of what reading skills students need to work on based on the Reading Comprehension Quiz results.
- Reading Skills reporting gives teachers deeper insight into student performance and where each student may need specific support in their reading comprehension journey.
- There are eight universal reading skills, aligned with state standards, that are reported on in the Binder.

Within the Binder, teachers are also able to see completion of individual assignments, view overall class information, and view individual student performance. Teachers can use the binder in collaboration with individuals who are providing accelerated instruction and/or tutoring. Within the assignments teachers can provide feedback to Write prompts and respond to student annotations to further support their learning. Data in the Binder includes:

- The student's overall reading activity (average quiz score, just right reading level, number of quizzes taken, performance by reading standard) for all classes he or she belongs to.
- All the student's assignments, including articles assigned by other teachers.
- The student's status on each assignment and time spent reading.
- The student's score on each quiz taken and item analysis of each quiz question.
- The student's score on each Write response.

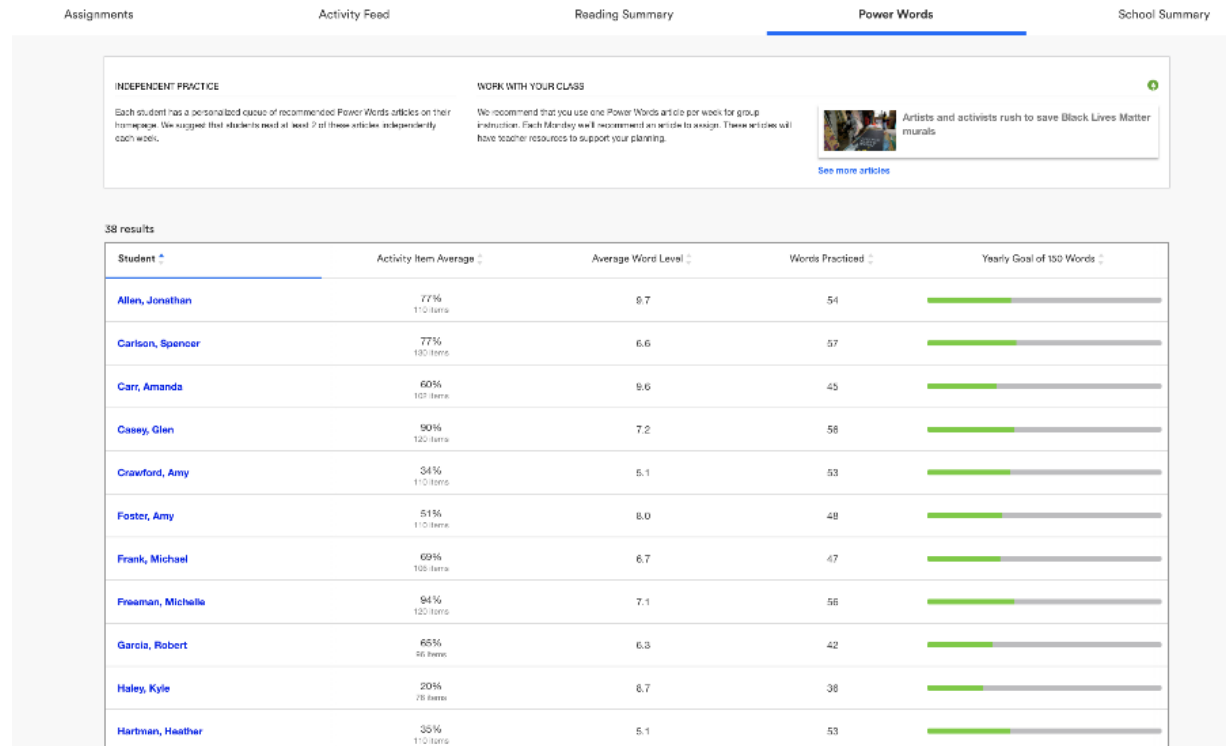
Newsela also includes a Student Binder that allows students to track their lesson progress over time.

Newsela offers the ability to download District's usage data in .csv or .pdf format. Data points available to export at the District level include Article Views per teacher and






































student, Binder Views per teacher and student, and Quiz outcomes. Per Active Student. This information is also available in the Newsela Teacher and Admin Binders.

Newsela also provides District-level administrators with a self-service reporting dashboard embedded into newsela.com. This dashboard provides District Insights that include district, teacher, and student-level summaries. In addition, District-level administrators can work with their designated Newsela Customer Success Manager to access the Quiz Score Performance dashboard. This dashboard provides extensive visibility into results of Newsela quizzes, including an overview of what Newsela's quizzes measure that includes suggestions for looking at relative areas of strength and areas for growth rather than a traditional "grade," scoring and completion averages per student, and school-level data.



## Reading Skills Activity for All Classrooms

10 Students

Student	Foundational Language Skills	Comprehension Skills	Response Skills	Multiple Genres	Author's Purpose and Craft
Daniels, Kendra	50% 	20% 	25% 	31.3% 	0% 
Higgins, Monica	— 	76.2% 	— 	80% 	83.3% 
Mckinney, Cynthia	— 	90.5% 	— 	85.7% 	100% 
Miller, Peter	— 	66.7% 	100% 	50% 	62.5% 
Moore, Gary	— 	93.3% 	— 	91.7% 	83.3% 
Roberts, Amanda	0% 	21.4% 	0% 	42.9% 	12.5% 
Roberts, Donna	— 	53.3% 	50% 	33.3% 	50% 

## Tab 9 — References

### References (3)

Loudoun County Public Schools

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Director of Curriculum and Instruction

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757.547.0153

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## Tab 10 — Pricing/Cost Proposal

See attached Excel Spreadsheet entitled "Attachment K - Pricing Scenario".

## Tab 11 — Exceptions

### Request for Modifications to the **GENERAL CONTRACT TERMS AND CONDITIONS and ATTACHMENT I DATA PRIVACY AGREEMENT**

Newsela thanks you for the opportunity to demonstrate the value we believe your teachers and students will find in our product(s). In order that we may effectively and efficiently deliver our products and services, it is important that the terms and conditions under which we contract are consistent across our organization. As a result, we respectfully take exception to the following clauses and welcome the chance to discuss commercially reasonable modifications to these clauses in the event we are awarded this contract.

These clauses, sections and/or paragraphs, with the specific exceptions stricken and additions underlined, are:

#### **Section F**

##### **Subsection 2 i**

**Add the following sentence to the end of the section:**

Successful Offeror limitation of liability shall not exceed the amount paid by the County.

#### **3. Termination for Convenience subsection:**

a. The County may terminate the Contract, in whole or in part, upon thirty (30) days prior written notice to the Successful Offeror whenever the Purchasing Director determines that such termination is in the County's best interest.

e. Replace "three" business days with "seven" business days

#### **K. ~~Antitrust~~ Intentionally Omitted.**

~~By entering into a contract, the Successful Offeror conveys, sells, assigns, and transfers to the County of Henrico, Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular services purchased or acquired by the County under the contract~~

## **M. Assignment of Contract**

Add the following text to the end of this section:

Notwithstanding the foregoing or anything to the contrary in this Agreement, Successful Offeror shall have the right without consent to assign this agreement or rights hereunder or delegate obligations (a) to any affiliate of Successful Offeror or (b) to any third party that has acquired all or substantially all of its assets or business, whether by merger, acquisition, transfer, reorganization or otherwise; provided that any such assignment or delegation to any affiliate or third-party acquire is conditioned upon assignee's assumption of all obligations and liabilities of the Successful Offeror.

## **N. Indemnification**

Add "third-party" to lines 4 and 6, respectively:

...arising from any third-party claims, ...

...related to the provision of any third-party services ...

## **R. Ownership of Deliverable and Related Products**

1. The ~~County~~ Successful Offeror shall retain ~~have~~ all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project. ~~, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County.~~

## **S. Record Retention and Audits**

1. ... Such records shall be available to the County upon thirty (30) days prior written notice to the Successful Offeror ~~on demand and without advance notice~~ during the Successful Offerors normal working hours.

2. County personnel may perform in-progress and post audits of the Successful Offeror's records as a result of a Contract awarded pursuant to this Request for Proposals. Files would be available upon thirty (30) days prior written notice and on-demand and without notice during Successful Offeror's normal working hours. Any such audit conducted pursuant to this section shall be limited to once per calendar year, with a reasonable basis to conduct the audit, and where privileged documents are excluded from the scope of any such audit.

**Attachment F as part of their submission.**

### **JJ. Service Accessibility**

Pursuant to the award of the contract and as soon as practicable ~~but not later than September 1, 2019~~, the Successful Offeror shall confirm that all online content and/or web-based functionality provided...

### **Attachment I – Virginia School Data Privacy Agreement**

We request the following edits in bold to the following clauses:

Article II, Section 2, Parent Access:

Provider shall cooperate and respond within ~~ten (10)~~ **fifteen (15)** 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.

Article V, Section 2, Unauthorized Access or Data Breach:

In the event that Division Data ~~are reasonably believed~~ **is confirmed** 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 ...

Additionally, Newsela requires that all customers agree to our Terms of Use. These terms are located here: <https://newsela.com/about/terms/>. We request that they be incorporated into any final contract, agreement and/or purchase order contemplated hereunder.

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## Tab 12 — Assumptions

None



## Tab 13 — Appendices

Newsela Social Studies for Virginia

Newsela ELA Efficacy Study

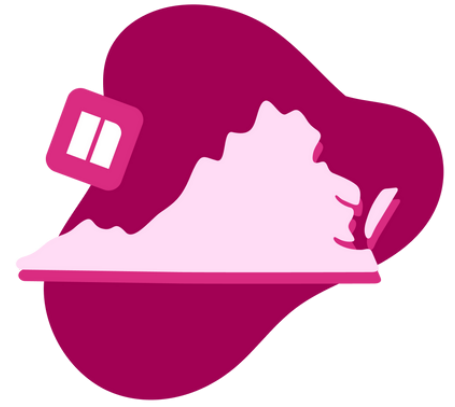
Formative by Newsela Efficacy Study

Little Women Lesson Sparks and Implementation Guide

SOC2 Audit Report

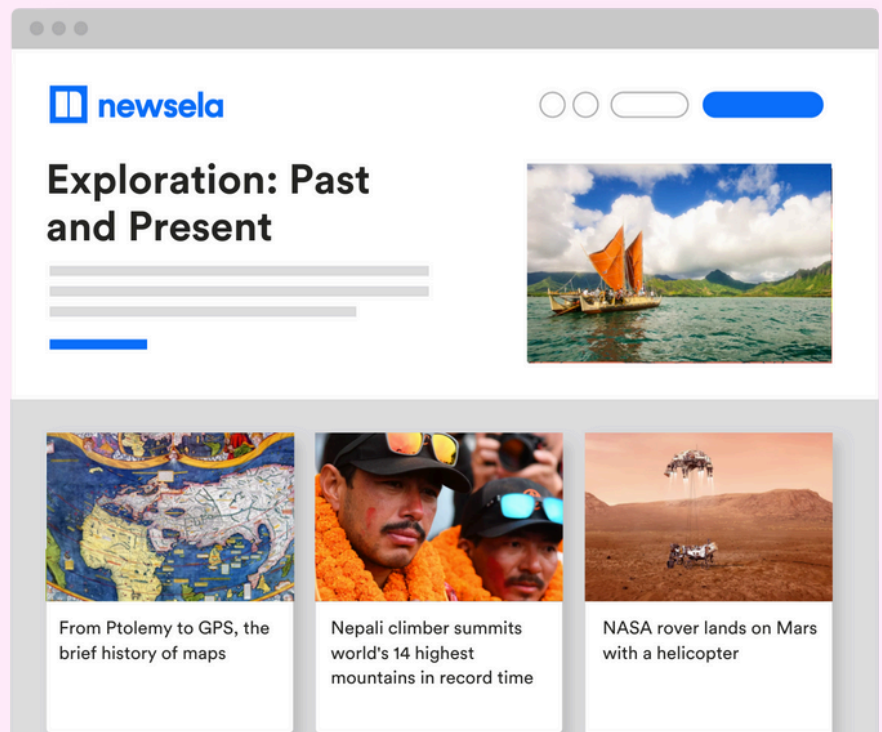
# History, Headlines, and Lessons to Shape Tomorrow's Citizens

Inspire students with diverse content that connects history with current events, and promotes scaffolded, inquiry-based learning—all in one place.



**Students who used Newsela Social Studies weekly showed the equivalent of an additional year of instruction on their state social studies exam.**

- Engage students with **relevant, diverse, and authentic materials** like primary sources, biographies, speeches, and videos — thousands available in Spanish.
- Help all students **access grade-level social studies concepts** with powerful scaffolding tools like differentiated texts and read-aloud mode.
- **Create an inquiry-driven experience** that places your students at the forefront using curated text sets for digital citizenship, media literacy skills, and C3 inquiry skills.
- **Build literacy skills** by helping students make sense of the world through texts, discussions, and critical thinking.



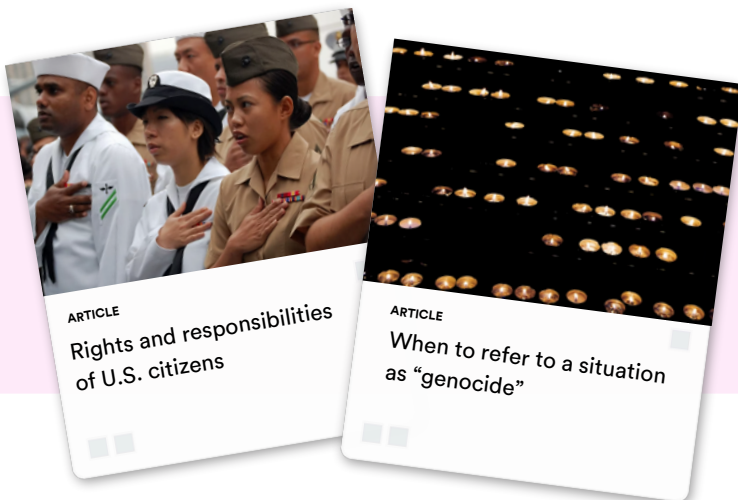
To learn more about Newsela Social Studies, scan this QR code or visit [newsela.com/about/products/social-studies](https://newsela.com/about/products/social-studies)

## Tailor instruction to the **needs of your unique classroom and community.**

Included in the extensive Newsela Social Studies library, Virginia educators will find collections specifically designed to help them create learning experiences that resonate with students' lives and cover essential standards and initiatives.

### The Virginia State History Collection

The Virginia State History Collection provides state-specific resources and instructional supports curated to align to VA's 4th grade state history standards.



### The Virginia Mandates Collection

The Virginia Mandates Collection provides resources aligned to some of the social studies mandates required in Virginia, specifically focused on **Civics** and **Holocaust/Genocide studies**.

Each collection includes a unique and robust set of resources that enable teachers to deliver the content in a meaningful way.



#### Lesson Sparks

Objectives

Lesson Sequence

ELL Supports

Extensions

Standards

# Overview of The Virginia State History Collection

Unit	Sample Lessons
Geography: Virginia's Place in the World	<ul style="list-style-type: none"> <li>World Geography</li> <li>Virginia's Physical Geography</li> <li>Products and Industries of Virginia</li> </ul>
Geography and the Virginians	<ul style="list-style-type: none"> <li>Geographic Regions, Products and Industries</li> <li>Physical Geography and the Lives of Native Peoples</li> <li>Climate and Environment</li> </ul>
The First Permanent Settlement in America	<ul style="list-style-type: none"> <li>English Colonization and the Settlement of Jamestown</li> <li>Hardships Faced by the Settlers at Jamestown</li> <li>Native Contributions to the Survival of Jamestown</li> </ul>
Growth of the Virginia Colony	<ul style="list-style-type: none"> <li>Charters of the Virginia Company</li> <li>Development of Government</li> <li>Culture in the Virginia Colony</li> </ul>
Life in the Virginia Colony	<ul style="list-style-type: none"> <li>Relocation of the Capital</li> <li>Economy in the Colony</li> <li>Daily Life</li> </ul>
Colonial Virginia and the Revolutionary War	<ul style="list-style-type: none"> <li>Disagreement with the British</li> <li>Roles of People in the Revolutionary War</li> <li>Victory at Yorktown</li> </ul>
Virginia and a New American Nation	<ul style="list-style-type: none"> <li>Richmond and the Capital City</li> <li>Virginia's Founders</li> <li>Geography and the Movement of People and Ideas</li> </ul>

Unit	Sample Lessons
The Civil War and Virginia	<ul style="list-style-type: none"> <li>• Difference Between Northern and Southern States</li> <li>• Major Battles of the Civil War and Roles of Various People</li> <li>• Reconstruction and Virginia</li> </ul>
Virginia after the Civil War and into the 20th Century	<ul style="list-style-type: none"> <li>• The Reconstruction of Virginia</li> <li>• Economic and Social Transition of Virginia</li> <li>• Social and Political Events and People in 20th Century Virginia</li> </ul>
The Government and Economy of Virginia	<ul style="list-style-type: none"> <li>• Social and Political Events and People in 20th Century Virginia (Review)</li> <li>• Government of Virginia</li> <li>• Economy of Virginia</li> </ul>

# Overview of The Virginia High School Civics Collection

Unit	Sample Lessons
Foundations and Structure of Government	<ul style="list-style-type: none"> <li>• Ancient Democracy</li> <li>• Philosophical Foundations of Government</li> <li>• Ratification Debates of the U.S. Constitution</li> <li>• Inquiry: First Amendment</li> <li>• U.S. Constitution and Purpose of Government</li> <li>• Executive Branch</li> <li>• Legislative Branch</li> <li>• Judicial Branch</li> <li>• Checks and Balances</li> <li>• Inquiry: Federalism - What has the power?</li> </ul>
Rights and Responsibilities of the People	<ul style="list-style-type: none"> <li>• Citizenship in American</li> <li>• Expansion of Citizenship Over Time</li> <li>• The Bill of Rights</li> <li>• Amendments to the U.S. Constitution</li> </ul>
State and Local Government	<ul style="list-style-type: none"> <li>• Levels of Government</li> <li>• Virginia Government Responsibilities</li> <li>• Local Government Responsibilities</li> </ul>
Political Participation and Public Policy	<ul style="list-style-type: none"> <li>• Civic Engagement</li> <li>• Voting</li> <li>• Voting Rights</li> <li>• Political Ideology</li> <li>• Electoral Process</li> <li>• Interest Groups and Lobbies</li> <li>• Role of Media</li> <li>• Inquiry: Youth Voting - Am I going to Vote?</li> </ul>

# Overview of The Virginia Holocaust and Genocide Studies Collection

Unit	Sample Lessons
Holocaust	<ul style="list-style-type: none"> <li>• History of Antisemitism</li> <li>• Pre-War Jewish Life</li> <li>• Impact of WWI and Rise of Fascism</li> <li>• Adolf Hitler and Nazi Ideology</li> <li>• Scapegoating and Propaganda</li> <li>• Anti-Jewish Escalation</li> <li>• Exclusion and Resettlement</li> <li>• The "Final Solution"</li> <li>• Resistance Efforts</li> <li>• Death Toll and Liberation</li> <li>• Creation of the United Nations</li> <li>• Nuremberg Trials</li> <li>• Inquiry: Are bystanders guilty too?</li> </ul>
Genocide Studies	<ul style="list-style-type: none"> <li>• Defining Genocide</li> <li>• Inquiry: Role of the International Community in Genocide</li> <li>• Genocide of Indigenous Peoples</li> <li>• Armenian Genocide</li> <li>• Famine Genocide in Ukraine</li> <li>• Cambodian Genocide</li> <li>• Rwandan Genocide</li> <li>• Sudan / Darfur Genocide</li> <li>• Rohingya Genocide</li> <li>• Inquiry: Does the label "genocide" matter?</li> </ul>

# Newsela ELA for 6<sup>th</sup>–8<sup>th</sup> Grade Students in Washington

## ESSA Level II Study

Prepared for:  
Newsela

Prepared by LearnPlatform:  
Molly Henschel, Ph.D., Associate Director of Research  
Andrew Scanlan, Researcher

February 16, 2024





## EXECUTIVE SUMMARY

Newsela contracted with LearnPlatform by Instructure (LearnPlatform), a third-party edtech research company, to examine the relationship between *Newsela ELA* usage and outcomes for students. LearnPlatform designed the study to satisfy Level II requirements (Moderate Evidence) according to the Every Student Succeeds Act (ESSA) and the *Meets WWC Standards With Reservations* according to the What Works Clearinghouse Version 5.0 Procedures and Standards Handbook (What Works Clearinghouse, 2022).

### Study Sample and Measures

The study included 1,330 6<sup>th</sup>–8<sup>th</sup> grade students (655 students who consistently used *Newsela ELA* (i.e., twice a week on average) and 655 students who did not use it across 27 elementary and middle schools in a large, suburban school district in Washington. Approximately half of the sample represented students of color, with almost one-third of all students receiving free/reduced-price lunch. The study used data from the 2021–22 and 2022–23 school years to provide insights into *Newsela ELA* implementation and its impact on student outcomes in English language arts. Specifically, the Newsela team provided LearnPlatform with 2022–23 usage data on *Newsela ELA* and the school district provided researchers with 2021–22 and 2022–23 i-Ready Reading Diagnostic scores and student demographic data.

### Main Research Findings

Researchers used descriptive statistics to describe participant characteristics and support analyses of implementation. LearnPlatform also conducted regression analyses to examine how consistent usage of *Newsela ELA* relates to student achievement on the i-Ready Reading Diagnostic as well as the magnitude of the difference between the performance of treatment and comparison students on the i-Ready Reading Diagnostic. In addition, researchers calculated standardized effect sizes to determine the strength of the relationship between *Newsela ELA* and student outcomes. Researchers also presented findings using percentile points to aid in interpretation of the effect size.

#### Key Findings

##### Students who consistently used *Newsela ELA* outperformed non-users



**Impact on Average Student Performance:** An average student not using *Newsela ELA* would be expected to score **5 percentile points higher** on the i-Ready Reading Diagnostic had they used *Newsela ELA*.



**Impact on Students of Color Performance:** An average student of color not using *Newsela ELA* would also be expected to show significant improvements by scoring **3 percentile points higher** on the i-Ready Reading Diagnostic had they used *Newsela ELA*.

Note: These findings were statistically significant at the  $p = 0.05$  level.

### Conclusions

This study satisfies ESSA evidence requirements for Level II (Moderate Evidence) given the positive, statistically significant findings.

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## Introduction

*Newsela ELA*, by Newsela, supports reading skill and strategy development in alignment with the Science of Reading. It provides students with opportunities to practice and build vocabulary, comprehension skills, and background knowledge. Further, *Newsela ELA* offers diverse perspectives that represent all students and facilitates engagement and motivation to learn.

As part of their ongoing efforts to demonstrate the effectiveness of *Newsela ELA*, Newsela contracted with LearnPlatform by Instructure (LearnPlatform), a third-party edtech research company, to examine the relationship between consistent usage on *Newsela ELA* and student outcomes in English language arts (ELA). LearnPlatform designed the study to satisfy Level II requirements (Moderate Evidence) according to the Every Student Succeeds Act (ESSA). Specifically, researchers executed a well-designed and well-implemented quasi-experimental study to examine the impacts of 6<sup>th</sup>–8<sup>th</sup> grade students' consistent usage of *Newsela ELA* on ELA achievement. The current study had the following research questions:

### *Newsela ELA* Implementation

1. Of the students who consistently used *Newsela ELA* (i.e., twice a week on average):
  - a. How many unique days, weeks, and months did students engage with a text on average?
  - b. How many unique texts did students engage with on average?
  - c. How many *Newsela ELA* quizzes did students take on average?

### Effectiveness

2. How did students' ELA achievement on the i-Ready Reading Diagnostic for those who used *Newsela ELA* consistently compare to students who did not use the product?
3. Did this comparison differ for students of color who used *Newsela ELA* consistently when compared to students of color who did not use the product?

## Methods

This section of the report briefly describes the study's design, setting, participants, measures, and analytical methods.

### Study Design

This study used a quasi-experimental design with propensity score matching to align with ESSA Level II evidence standards (see Appendix A for more information about the propensity score matching procedures used in this study). To allow for comparisons of ELA performance between students who used *Newsela ELA* consistently (i.e., twice a week on average) and students who did not use the product, the study included two groups of students. Specifically, one group included students who used *Newsela ELA* at least monthly during the 2022–23 school year (treatment group). The other group included students who did not use the product at all during the 2022–23 school year (comparison group).

### Setting

The study included 1,330 6<sup>th</sup>–8<sup>th</sup> grade students (665 students who consistently used *Newsela ELA* and 665 students who did not use it across 27 elementary and middle schools in a large, suburban school district in Washington).

### Participants

There were 665 students from 27 schools who consistently used *Newsela ELA*, which was twice a week on average.<sup>1</sup> According to student demographic data provided by the district, approximately three-fourths of these students were in 7<sup>th</sup> grade (70%), followed by 8<sup>th</sup> grade (17%) and 6<sup>th</sup> grade (13%). These students were evenly split between females (50%) and males (50%) and represented various races and ethnicities including White (47%), Hispanic or Latino (21%), Asian (14%), Two or more races (10%), and Black/African American (8%). Roughly 6% of these students received special education services and 12% identified as English language learners. Lastly, approximately a third of the students (30%) received free and/or reduced-price lunch.

The comparison group of students also consisted of 665 students from six schools.<sup>2</sup> The district's demographic data showed these students were split between 8<sup>th</sup> grade (38%), 6<sup>th</sup> grade (35%), and 7<sup>th</sup> grade (27%). Like the treatment group, these students were also evenly divided between females (51%) and males (49%). Further, these students represented the following races and ethnicities: White (43%), Hispanic or Latino (23%), Asian (15%), Two or more races (11%), Black/African American (6%), Native Hawaiian/Pacific Islander (1%), and American Indian (<1%). Four percent of the comparison students received special education services, 11% were classified as English language learners, and 33% received free and/or reduced-price lunch.

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<sup>1</sup> The minimum required level of usage to be included in the study was at least once a month.

<sup>2</sup> All six comparison schools also included a sample of students who consistently used *Newsela ELA*.

## Measures

Researchers used 2022–23 student-level *Newsela ELA* usage data (i.e., the number of unique days, weeks, and months students engaged with a text, the number of unique texts that students engaged with, and the number of quizzes that students completed) to inform the extent to which students used *Newsela ELA* during the school year and whether consistent usage (i.e., twice a week on average) related to ELA outcomes on the i-Ready Reading Diagnostic. The i-Ready Reading Diagnostic is a district-administered and standardized end-of-year assessment that addresses student understanding of grade-level standards in reading (Curriculum Associates, 2023). Pretest (i.e., spring 2022) and posttest (i.e., spring 2023) assessments were administered to all 6<sup>th</sup>–8<sup>th</sup> grade students in the study.<sup>3</sup>

## Data Analysis

Researchers used a variety of quantitative analytic approaches. Specifically, researchers used descriptive statistics to describe participant characteristics and support analyses of implementation. In addition, LearnPlatform researchers conducted regression analyses to examine any differences between the treatment and comparison students on the i-Ready Reading Diagnostic. The regression analyses included student-level covariates to control for potential selection bias. In addition, researchers calculated standardized effect sizes, Hedges' *g*, to measure the size of the difference between the two groups and percentile points to aid in interpretation of the effects.

## Baseline Equivalence

To ensure the validity of the study's findings and to adhere to ESSA Level II standards, researchers assessed the equivalence of standardized assessment scores between student groups (i.e., treatment and comparison students). Students who consistently used *Newsela ELA* were not statistically significantly different from students who did not use the product regarding their scores on the spring 2022 i-Ready Reading Diagnostic (pretest; effect size = 0.10). Baseline differences with an effect size between 0.05 and 0.25 must include acceptable statistical adjustments in analyses (What Works Clearinghouse, 2022). Therefore, spring 2022 i-Ready Reading Diagnostic scores were statistically controlled for in the final models. See Appendix A for more details regarding baseline equivalence.

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<sup>3</sup> Access to Fall 2022 i-Ready Reading Diagnostic data was not available at the time of this study.

## Program Implementation

This section presents descriptive findings related to *Newsela ELA* implementation. Researchers analyzed usage from the program to determine the extent to which 6<sup>th</sup>–8<sup>th</sup> grade students used *Newsela ELA* during the 2022–23 school year.

?

Key  
Question

**Of the students who consistently used *Newsela ELA* (i.e., twice a week on average):**

- How many unique days, weeks, and months did students engage with a text on average?**
- How many unique texts did students engage with on average?**
- How many *Newsela ELA* quizzes did students take on average?**

Over the duration of the study, 6<sup>th</sup>–8<sup>th</sup> grade students who consistently used *Newsela ELA* engaged with unique texts for an average of 37 days (range: 15–87), 20 weeks (range: 9–34), or 9 months (range: 9–10). [This translates to students using \*Newsela ELA\* approximately twice a week on average](#) and more frequently than the minimum required level of usage to be included in the study (i.e., at least monthly). Students engaged with an average of 49 (range: 12–326) unique texts during the study period. Therefore, these students generally engaged with one unique text per day given the average number of active days on the program (37 days). Lastly, students took an average of 32 (range: 0–164) *ELA* quizzes over the duration of the school year. As a result, the average *Newsela ELA* student took a quiz on 65% of the texts that they engaged with. Table 1 provides the average *Newsela ELA* usage for the 2022–23 school year.

Table 1. Average *Newsela ELA* student usage by number of unique days, weeks, months, text engagements, and *Newsela ELA* quizzes taken

	Days	Weeks	Months	Text Engagements	<i>Newsela ELA</i> Quizzes Taken
 Overall (n=665)	37	20	9	49	32

## Effectiveness Findings

The following sections detail the effectiveness findings from examining the differences in i-Ready Reading Diagnostic performance by student group (treatment and comparison). Researchers controlled for student-level covariates including school, grade, gender, race/ethnicity, special education, English language learner, free and/or reduced-price lunch, and spring 2022 i-Ready Reading Diagnostic scores.<sup>4</sup> Additional information on these analyses and findings can be found in Appendix B. Researchers reported statistically significant findings at the  $p = .05$  level. To determine the magnitude of the relationship or the size of group differences, researchers calculated standardized effect sizes (Hedges'  $g$ ). Researchers also presented findings using percentile points to aid in interpretation.

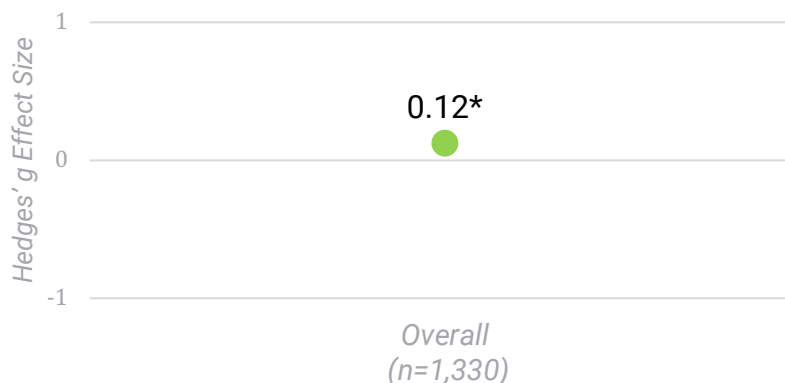
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Key  
Question

### How did students' ELA achievement on the i-Ready Reading Diagnostic for those who used *Newsela ELA* consistently compare to students who did not use the product?

Researchers conducted a regression analysis to determine whether there were any differences on i-Ready Reading Diagnostic performance between 6<sup>th</sup>–8<sup>th</sup> grade students who consistently used *Newsela ELA* and students who did not use the product. Findings suggest that students who consistently used *Newsela ELA* scored statistically significantly higher on the spring 2023 i-Ready Reading Diagnostic when compared to students who did not use the product (see Figure 1). Specifically, a comparison student at the 50<sup>th</sup> percentile would be expected to perform 5 percentile points higher on the i-Ready Reading Diagnostic (55<sup>th</sup> percentile) had they used *Newsela ELA* (see Figure 2).

Students who consistently used *Newsela ELA* scored higher on the spring 2023 i-Ready Reading Diagnostic when compared to students who did not use the product



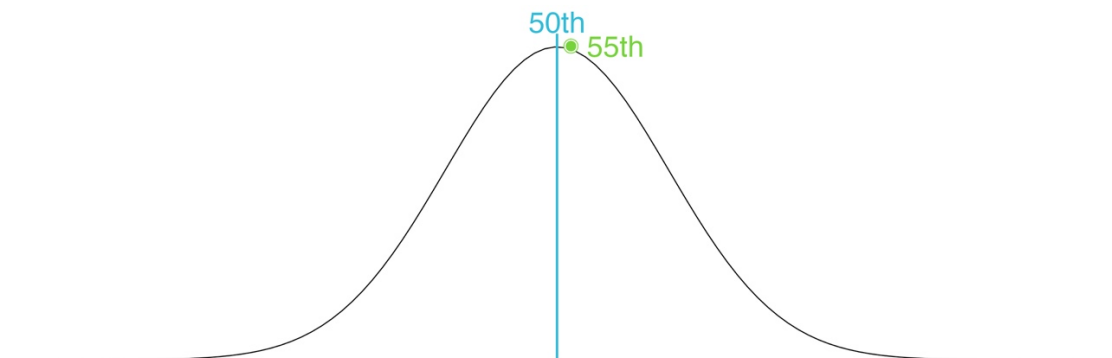
Note: Statistically significant findings are green (positive relationship) with an asterisk by the effect size. Hedges'  $g$  estimates can exceed the range represented in this figure.

Figure 1. Regression between students who consistently used *Newsela ELA* and students who did not use the product for student achievement on spring i-Ready Reading Diagnostic scores.

<sup>4</sup> Analyses for students of color included all the same covariates as the overall model except race/ethnicity.



A comparison student at the 50<sup>th</sup> percentile would be expected to perform 5 percentile points higher on the i-Ready Reading Diagnostic had they used Newsela ELA



Note: The 50<sup>th</sup> percentile (midpoint) is represented by the blue line with the expected performance had they used Newsela ELA being represented by the green point.

Figure 2. Regression findings between students who consistently used Newsela ELA and students who did not use the product reported using percentile points.

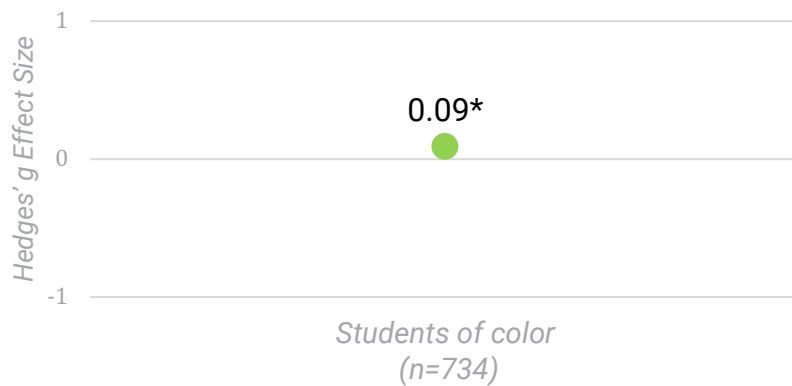
?

Key  
Question

### Did this comparison differ for students of color who used Newsela ELA consistently when compared to students of color who did not use the product?

Researchers conducted an additional regression analysis to determine whether there were any differences on i-Ready Reading Diagnostic performance between students of color who consistently used Newsela ELA and students of color who did not use it. Findings suggest that students of color who consistently used Newsela scored statistically significantly higher on the spring 2023 i-Ready Reading Diagnostic when compared to students of color who did not use the product (see Figure 3). A comparison student of color at the 50<sup>th</sup> percentile would be expected to perform 3 percentile points higher on the i-Ready Reading Diagnostic (53<sup>th</sup> percentile) had they used Newsela ELA (see Figure 4).

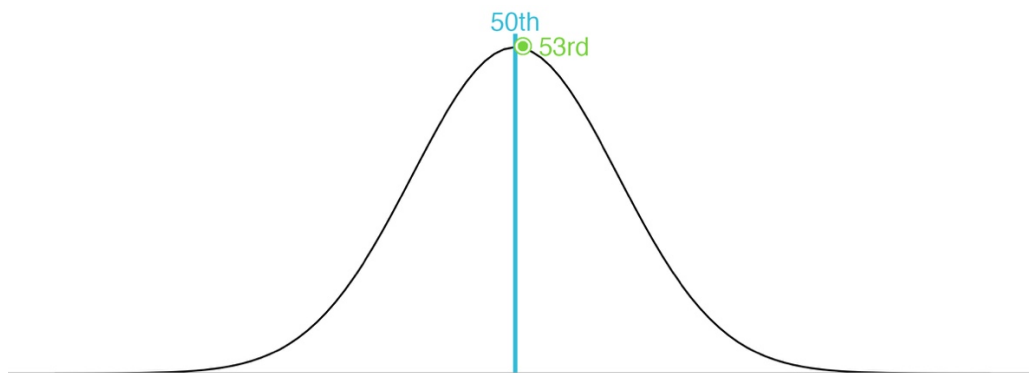
Students of color who consistently used Newsela ELA scored higher on the spring 2023 i-Ready Reading Diagnostic when compared to students of color who did not use the product



Note: Statistically significant findings are green (positive relationship) with an asterisk by the effect size. Hedges' g estimates can exceed the range represented in this figure.

Figure 3. Regression between students of color who consistently used Newsela ELA to students of color who did not use the product for student achievement on spring i-Ready Reading Diagnostic scores.

A comparison student of color at the 50<sup>th</sup> percentile would be expected to perform 3 percentile points higher on the i-Ready Reading Diagnostic had they used Newsela ELA



Note: The 50<sup>th</sup> percentile (midpoint) is represented by the blue line with the expected performance had they used Newsela ELA being represented by the green point.

Figure 4. Regression findings between students of color who consistently used Newsela ELA and students of color who did not use the product reported using percentile points.

## Conclusions and Recommendations

In this study, results indicated that students who consistently (i.e., twice a week on average) used *Newsela ELA* outperformed a comparison group of students who did not use the product. Those findings suggest that **an average student not using *Newsela ELA* would be expected to score 5 percentile points higher on the i-Ready Reading Diagnostic had they used *Newsela ELA*.** These findings also held when considering only students of color. Specifically, **an average student of color reported as not using *Newsela ELA* would be expected to score 3 percentile points higher on the i-Ready Reading Diagnostic had they used *Newsela ELA*.** These findings were statistically significant and positive.<sup>5</sup>

Provided the positive outcome findings for students, this study provides results to satisfy ESSA evidence requirements for Level II (Moderate Evidence). Specifically, this quasi-experimental study met the following criteria for Level II:

- ✓ Proper design and implementation
- ✓ Baseline equivalence for treatment and comparison groups
- ✓ Statistical controls through covariates
- ✓ At least 350 students in the analytical sample
- ✓ Representative, multi-site study
- ✓ At least one statistically significant, positive finding

In addition to ESSA Level II, this study was designed to align with the standards, *Meets WWC Standards With Reservations*, according to the What Works Clearinghouse Version 5.0 Procedures and Standards Handbook (What Works Clearinghouse, 2022).

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<sup>5</sup> Similar positive impacts on students in a different educational context (i.e., large, urban school district in California) were found in another LearnPlatform study of *Newsela ELA* (Henschel & Scanlan, 2024).

## References

Curriculum Associates (2023). i-Ready. <https://www.curriculumassociates.com/>.

Henschel, M. & Scanlan, A (2024). *Newsela ELA for Middle School Students in California ESSA Level II Study*. Salt Lake City, UT: LearnPlatform by Instructure.

What Works Clearinghouse, Institute of Education Sciences, U.S. Department of Education (2022). *What Works Clearinghouse: Standards Handbook (Version 5.0)*. <http://whatworks.ed.gov>

# Appendix A. Additional Information on Study Design and Methods

## Propensity Score Matching

To help make the student groups (i.e., students who consistently used *Newsela* and students who did not use it) as comparable as possible, propensity score matching was performed. To calculate propensity scores, researchers conducted a regression with student group as the dependent variable and school, grade, gender, race/ethnicity, special education status, English language learner, free and/or reduced-price lunch, and spring 2022 i-Ready Reading Diagnostic scores as the covariates. The probability pairs were saved as a new variable. Researchers then organized the pairs into the appropriate groups to allow for 1:1 neighbor matching. Comparison students without a treatment match were dropped from the final analytic sample.

## Baseline Equivalence

Researchers conducted baseline equivalence analyses to determine whether there were baseline differences between students who consistently used *Newsela ELA* and students who did not use the product during the 2022–23 school year. Specifically, researchers used a regression analysis to examine pretest scores (i.e., spring 2022 i-Ready Reading Diagnostic). As noted in Table A1, there were no statistically significant differences between groups regarding spring 2022 i-Ready Reading Diagnostic scores. Given that p-value is approaching significance and significant baseline differences with an effect size between 0.05 and 0.25 must include acceptable statistical adjustments in analyses (What Works Clearinghouse, 2022), spring 2022 i-Ready Reading Diagnostic scores were statistically controlled for in the final models.

Table A1. Baseline equivalence analysis of spring 2022 i-Ready Reading Diagnostic scores by student group

Outcome Variable	Coefficient	Standard Error	t-value	p-value	Effect Size
Spring 2022 i-Ready Reading Diagnostic composite score	5.64	3.00	1.88	.06	0.10

## Appendix B. Additional Information on Study Findings

The following sections show additional information regarding the study's findings. Researchers report statistically significant findings at the  $p = 0.05$  level and calculated standardized effect sizes.

### How did students' ELA achievement on the i-Ready Reading Diagnostic for those who used Newsela ELA consistently compare to students who did not use the product?

Researchers ran a regression analysis with i-Ready Reading Diagnostic spring scores as the outcome of interest to examine differences between student groups. Specifically, the overall model included study condition (treatment or comparison) school, grade, gender, race/ethnicity, special education status, English language learner, free and/or reduced-price lunch, and i-Ready Reading Diagnostic spring 2022 scores (see Table B1).

Table B1. Greater details of regression between student groups and achievement on spring i-Ready Reading Diagnostic scores

	Coefficient	Standard Error	t-value	p-value	Effect Size
Overall ( $n=1,330$ )	6.70	1.79	3.73	0.00*	0.12

Note: \*Statistically significant at the 0.05 level.

### Did this comparison differ for students of color who used Newsela ELA consistently when compared to students of color who did not use the product?

To examine differences between students of color groups, researchers ran an additional regression analysis with i-Ready Reading Diagnostic spring scores as the outcome of interest and included study condition, school, grade, gender, special education status, English language learner, free and/or reduced-price lunch, and i-Ready Reading Diagnostic spring 2022 scores (see Table B2).

Table B2. Greater details of regression between students of color groups and achievement on spring i-Ready Reading Diagnostic scores

	Coefficient	Standard Error	t-value	p-value	Effect Size
Students of color ( $n=734$ )	5.86	2.55	2.30	0.02*	0.09

Note: \*Statistically significant at the 0.05 level.

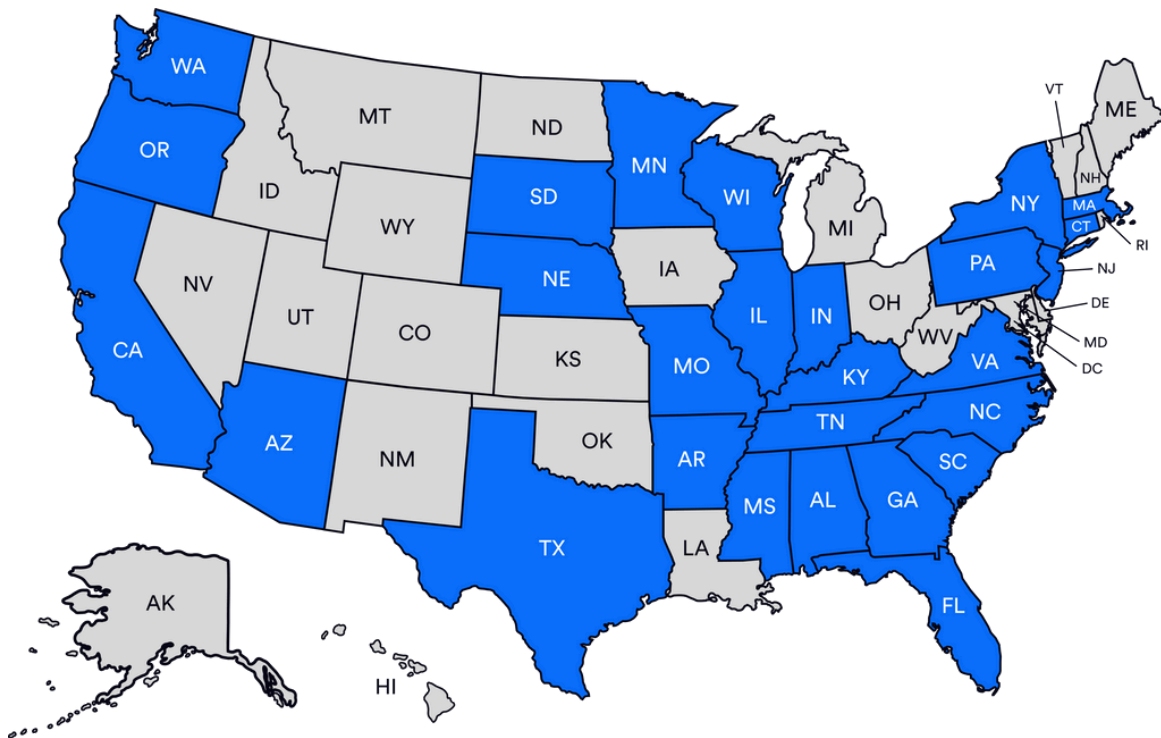


# It All Adds Up: Formative by Newsela Promotes Secondary Math Gains





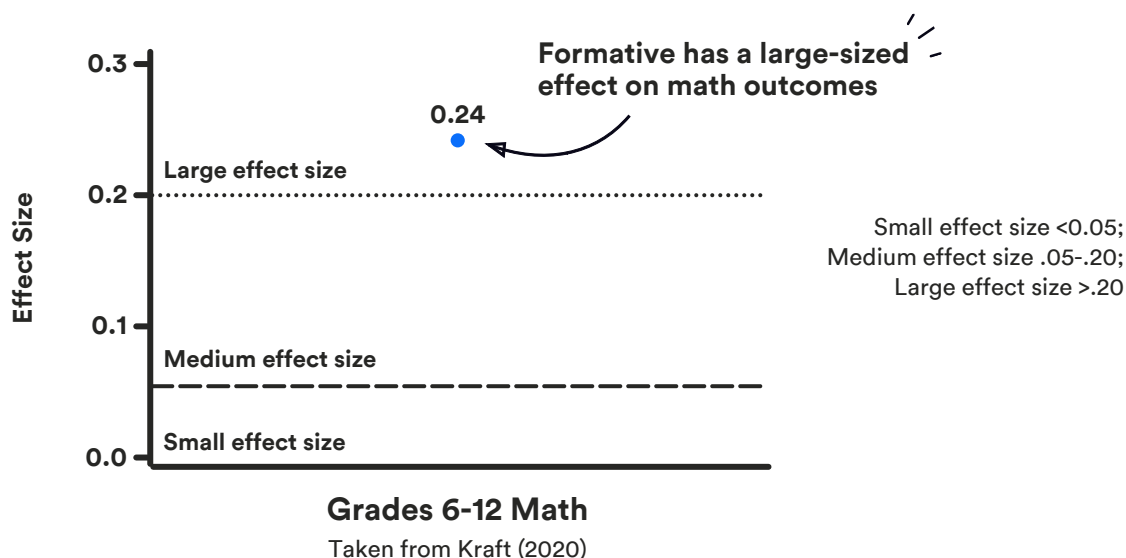
Formative by Newsela empowers teachers to deliver instruction and customized assessments in real time. Research into its efficacy was funded by the Learning Engineering Tools Competition, a competition administered by Georgia State University and funded by leading educational philanthropic organizations, including Schmidt Futures, Bill & Melinda Gates Foundation, the Walton Family Foundation, the Siegel Family Endowment, and the Overdeck Family Foundation.<sup>1</sup> This resulted in two third-party efficacy studies meeting Every Student Succeeds Act (ESSA) standards for “Promising” / Tier III research. Altogether, 11,379 middle and high school students across 27 states (AL AR AZ CA CT FL GA IL IN KY MA MN MO MS NC NE NJ NY OR PA SC SD TN TX VA WA WI) participated in this research.





# Research highlights

- Secondary students' whose teachers regularly use Formative for math instruction saw the equivalent of a **9 percentile advantage on the FastBridge aMath assessment**.<sup>2</sup> This is considered a “large” effect.<sup>3</sup>



- Using Formative with fast cycle feedback is associated with **an additional 13 percentiles of math growth**.<sup>4</sup>

For more information about Formative, visit [newsela.com/about/products/formative](https://newsela.com/about/products/formative).

## References

- <https://tools-competition.org/wp-content/uploads/2022/06/Tools-Competition-Final-PDF.pdf>
- Henschel, M., & Styers, M. (2021). *Formative pilot study report*. LearnPlatform by Instructure. <https://go.newsela.com/rs/628-ZPE-510/images/Formative-Pilot-Study.pdf>; original effect size converted into percentiles by the lead author in an email exchange on Feb 29, 2024.
- Kraft, M. A. (2020). Interpreting effect sizes of education interventions. *Educational Researcher*, 49(4), 241-253.
- Hunt, A., & Long, C. (2024). *Use of Formative by Newsela fast cycle feedback to support student math outcomes*. LearnPlatform by Instructure. <https://go.newsela.com/rs/628-ZPE-510/images/Formative-Math-Study-Learn-Platform.pdf>

## Little Women Lesson Sparks and Implementation Guide

This Novel Study includes texts and videos that meaningfully connect to the novel *Little Women*.

The first chapter of the novel and information on exposition support students in beginning to work with Alcott's expository style and in making inferences about each of the March sisters:

- [What is exposition in literature?](#)
- [Little Women: Chapter 1 - Playing Pilgrims](#)

The following resources provide historical context for evaluating the expectations and representations of women in the 19th century and offer an opportunity to look closely at a specific chapter:

- [Women in the 19th century](#) (12:38)
- [Women's Roles and Rights in the 1800s](#)
- [Little Women: Chapter 14 - Secrets](#)

This nonfiction text details life for women and families left behind during the Civil War:

- [Hardship on the home front: Texas women faced challenges during Civil War](#)

These nonfiction articles offer real-world connections to the sibling relationships highlighted in the novel:

- [Raksha Bandhan – a Hindu Festival that Celebrates Brother-Sister Bonds](#)
- ['I am living his dream': Why Kikau plays for his brother](#)
- [These teen girls made a dream come true for their autistic siblings](#)

This poem, written by the author of *Little Women*, gives an opportunity for connecting similar themes about childhood and imagination:

- [“Fairy Song”: A poem by Louisa May Alcott](#)

The following essays and the video offer culminating reflections on the novel and its impact on readers:

- [How Louisa May Alcott's real-life family inspired "Little Women"](#)
- [Essay: Taking "Little Women" seriously](#)
- [Why we still love “Little Women”, 150 Years Later](#)

## Little Women Lesson Sparks and Implementation Guide

### How to use with students

#### Introductory Task – Exploring Exposition

1. In the first chapter, Alcott introduces the main characters, themes, setting, and circumstances through vivid narration and the characters' dialogue. Before beginning the novel, read [What is exposition in literature?](#), highlighting elements of exposition and how they can affect the narrative. Discuss the following questions:

- How might exposition make it easier for an author to “hook” readers?
- What kinds of inferences can readers draw from this kind of writing?
- What elements of exposition should we as readers look for or take note of when beginning a novel?

2. Read [Chapter 1 - Playing Pilgrims](#), highlighting examples of description and dialogue that reveal key ideas or support inferences about the novel's plot and characters. Annotate to explain what you can conclude from these.

3. Briefly summarize what you have learned about the March family from Alcott's exposition in Chapter 1 by answering the following questions:

- Who are the main characters, and how would you describe each of them?
- Where and when do they live, and how does this affect their lives?
- What can we infer about the family's social or economic situation?
- Why do you think Alcott began the novel this way? What can you infer about the kinds of themes she may develop?

#### *Essential Questions:*

- *How can authors use literature to both reflect and affect society?*
- *To what extent do siblings' relationships influence their lives and identities?*
- *What impact can gender expectations have on individual goals?*

*CASEL Competency Alignment: Self-Awareness, Self-Management, Social Awareness*

#### Analyzing Context — The Cult of Domesticity

1. The themes of gender stereotyping and women's roles are established early in the novel. Watch [Women in the 19th century](#) [12:38] and read [Women's Roles and Rights in the 1800s](#), noting details about expectations of women and their lives in the 19th century.

## Little Women Lesson Sparks and Implementation Guide

2. Use what you have learned to discuss the following questions:

- What is the “cult of domesticity” described in the video?
- How did women in the 19th century “chip away at the idea that a woman’s place must belong in the home”?
- What evidence have you seen of these ideas in *Little Women*? How are the March women affected by gender roles and expectations?

3. **Extension:** Read [Chapter 14 - Secrets](#) or another chapter that clearly illustrates these themes. Write an analysis of the ways gender stereotypes and social expectations about women’s roles affect the sisters’ decisions and their relationships. Include specific examples from the text.

*Essential Questions:*

- *To what extent does literature both reflect and affect society?*
- *What impact can gender expectations have on individual goals?*
- *To what extent do siblings’ relationships influence their lives and identities?*

*CASEL Competency Alignment: Self-Awareness, Self-Management, Social Awareness, Relationship Skills*

## Building Background — Life on the Homefront

1. The March family faces the absence of Mr. March, who works as a chaplain in the Civil War. Read [Hardship on the home front: Texas women faced challenges during Civil War](#), highlighting details about what life was like for women and families at this time.

2. Use details from the article and the novel to respond to the questions below:

- How do the experiences described in the article compare to the March women’s experiences in the novel?
- How does the absence of men away at war affect the women’s lives? What different factors create these impacts?

3. Write a letter from Mrs. March to her husband. The letter should include the following:

- a description of what life is like at home
- specific events and updates about how they have affected their daughters
- reflections that illustrate her perspective and inner thoughts
- a summary of how her life has changed due to the war and her husband’s absence

## Little Women Lesson Sparks and Implementation Guide

*Essential Question: How can authors use literature to both reflect and affect society?*

*CASEL Competency Alignment: Social Awareness, Relationship Skills, Responsible Decision-Making*

### Celebrating Siblings — Character Connections

1. Throughout the novel, the March sisters rely on one another through the joys and challenges of life. Read two of the following texts, highlighting details that celebrate sibling relationships and their impact:

- [Raksha Bandhan – a Hindu Festival that Celebrates Brother-Sister Bonds](#)
- [‘I am living his dream’: Why Kikau plays for his brother](#)
- [These teen girls made a dream come true for their autistic siblings](#)

2. Discuss the following questions:

- How do these articles convey the value of sibling relationships?
- What do the articles communicate about the impact of close sibling relationships on individuals?
- How does this connect to your understanding of the March sisters’ relationships in the novel?

3. *Little Women* often focuses on the complexity of the March sisters’ relationships. Create a diagram that represents the connections and conflicts between Jo, Meg, Beth, and Amy throughout the novel. Your diagram should include the following:

- visuals and symbols to represent the sisters and their relationships
- specific quotations and examples from the novel
- connections to the nonfiction articles

*Essential Question: To what extent do siblings’ relationships influence their lives and identities?*

*CASEL Competency Alignment: Self-Awareness, Self-Management, Social Awareness, Relationship Skills*

### Connecting Texts — Perspective in Poetry

## Little Women Lesson Sparks and Implementation Guide

1. Jo begins her writing career by writing plays for her sisters, and Alcott also wrote in other genres. Read Alcott's "[Fairy Song](#)", highlighting details that develop the poem's meaning and tone, and annotating connections to the novel.

2. Reflect on the following questions, using details from the poem and the novel:

- What do you think was the purpose of this poem?
- How does it relate to Jo's writing in the novel?

3. Write a response to the poem from the perspective of one of the March sisters. Include a reflection on the subject, tone, and themes of the poem. The response should also reflect your knowledge of the character's point of view and attitudes from the novel.

### *Essential Questions:*

- *How can authors use literature to both reflect and affect society?*
- *To what extent do siblings' relationships influence their lives and identities?*

*CASEL Competency Alignment: Social Awareness, Relationship Skills*

## Culminating Task — *Little Women's* Impact

1. Read [How Louisa May Alcott's real-life family inspired "Little Women"](#), highlighting information about Alcott's inspiration and annotating connections to your reading of the novel.

2. Read [Essay: Taking "Little Women" seriously](#) and watch [Why we still love "Little Women", 150 Years Later](#). Highlight and note statements that reveal the writers' perspective on the novel and details that support this interpretation.

3. Respond to the questions below:

- How did Alcott's own life inspire her writing of *Little Women*?
- In what ways does understanding Alcott's own experiences help you better understand the novel?
- How have readers' views of the novel changed over time?

4. Write your own review of the novel and its current value for readers. Analyze important plot points, your perspective on the characters, and the development of key themes, using the following questions to guide your thinking:

## Little Women Lesson Sparks and Implementation Guide

- Does *Little Women* still accurately reflect important ideas about society? What is its impact on readers?
- To what extent do you connect with the characters and their relationships in the novel?
- How do ideas about gender expectations, women's roles, and family dynamics develop themes that are still relevant today?

### *Essential Questions:*

- *How can authors use literature to both reflect and affect society?*
- *To what extent do siblings' relationships influence their lives and identities?*



November 6, 2024

Newsela, Inc.

Dear Newsela, Inc.,

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide to Newsela, Inc..

We confirm that we have been engaged by Newsela, Inc. to execute a SOC 2 Type II attestation engagement on the relevant AICPA Trust Services Criteria categories. The expected testing period for the SOC 2 Type II examination will be determined based upon assessment of readiness.

We will issue a written report upon completion of our examination of management's description and the suitability of the design and operating effectiveness of controls to achieve the related control objectives stated in the description, commonly known as a SOC 2 Type II report. As the engagement is in process as of the date of this letter, we cannot provide assurance that an unmodified opinion will be expressed until we have completed our required procedures. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

We appreciate the opportunity to be of service to you and believe this accurately summarizes the significant terms of our engagement. If you have any additional questions, please do not hesitate to contact us.

Very truly yours,

*Johanson Group LLP*

[Our SOC2 Report has been uploaded to the portal as a separate attachment.]



# Thank You

## Henrico County Public Schools

We look forward to helping your classrooms get standards-aligned, safe, vetted content into the hands of your students.

Please don't hesitate to reach out to your Newsela representative below with any questions.



**Stacey Angelo**

**Newsela Customer Success Manager**

[Stacey.angelo@newsela.com](mailto:Stacey.angelo@newsela.com)

304-914-7745

**Attachment K**  
**Pricing - Scenario**

<b>Offeror Name:</b> <u>Newsela, Inc.</u>	<b>Name and grade level of Program:</b> <u>Newsela Blended Learning Suite, including Newsela Writing and Formative by Newsela (Grades K-12)</u>
-------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------

**This scenario is for evaluaition 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).**

<b>Scenario: Provide pricing for annual subscrption for district license as listed below</b>	<b>Price</b>	<b>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.</b>
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	Option 1: \$643,630 Option 2: \$687,370 Option 3: \$339,199	Option 1: • Includes the Newsela Blended Learning Suite Districtwide (Newsela ELA, SS, Science, SEL and PD Pass for Elementary, Middle & High) Pricing represents 3% increase from SY 24-25 pricing (\$624,883) Option 2: Includes pricing for Newsela Writing Add-On for ALL students districtwide • Includes the Blended Learning Suite (Newsela ELA, SS, Science, SEL and PD Pass for Elementary, Middle & High) & Newsela Writing Option 3: Add On Formative District Licensing for ALL students • Optional Add on of Formative District Licensing for Elementary, Middle & High  Based on 48,457 students
Provide pricing for 1 day 6 hours of onsite professional development training for staff of 25 for above.	\$4,200.00	
<b>Total</b>		
Price per student based on the District Licesnes and Professional Development divided by the number of students the proposal is being submitted for	Option 1: \$13.28 Option 2: \$14.19 Option 3: \$7.00	See above.

**\*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.

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Contract Period: July 1, 2025-June 30, 2026							
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**Attachment K  
Pricing - Scenario**

Offeror Name: Newsela, Inc.

Name and grade level of Program: Newsela Blended Learning Suite (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 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	Option 1: \$643,630	Option 1: Includes the Newsela Blended Learning Suite Districtwide (Newsela ELA, SS, Science, SEL and PD Pass for Elementary, Middle & High) Pricing represents 3% increase from SY 24-25 pricing (\$624,883)  Based on 48,457 students
Provide pricing for 1 day 6 hours of onsite professional development training for staff of 25 for above.	\$4,200.00	
<b>Total</b>		
Price per student based on the District Licesnes and Professional Development divided by the number of students the proposal is being submitted for	Option 1: \$13.28	See above.
<b>*Note:</b> Students and their teachers who are enrolled in any of our alternative program centers (i.e. GRAD, PLC) should have access to any Division Wide purchases made at the K-12 (75 schools) or Elementary (46 schools) or level at no additional cost. The teachers and student exist as their own entity in PowerSchool and Clever but would need access to division level purchase and resources provisions by their homeschool.		
Contract Period: July 1, 2025-June 30, 2026		

Attachment K							
Pricing - Scenario							
Offeror Name: <u>Newsela, Inc.</u>			Name and grade level of Program: <u>Newsela Blended Learning Suite with Newsela Writing (Grades K-12)</u>				
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	Option 2: \$687,370	Option 2: • Includes pricing for Newsela Writing Add-On for ALL students districtwide • Includes the Newsela Blended Learning Suite Districtwide (Newsela ELA, SS, Science, SEL and PD Pass for Elementary, Middle & High)  Based on 48,457 students					
Provide pricing for 1 day 6 hours of onsite professional development training for staff of 25 for above.	\$4,200.00						
Total							
Price per student based on the District Licesnes and Professional Development divided by the number of students the proposal is being submitted for	Option 2: \$14.19	See above.					
*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.							
Contract Period: July 1, 2025-June 30, 2026							

Attachment K									
Pricing - Scenario									
Offeror Name: <u>Newsela, Inc.</u>				Name and grade level of Program: <u>Formative by Newsela (Grades K-12)</u>					
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		Option 3: \$339,199		Option 3: Add On Formative District Licensing for ALL students • Optional Add on of Formative District Licensing for Elementary, Middle & High  Based on 48,457 students					
Provide pricing for 1 day 6 hours of onsite professional development training for staff of 25 for above.		\$4,200.00							
Total									
Price per student based on the District Licesnes and Professional Development divided by the number of students the proposal is being submitted for		Option 3: \$7.00		See above.					
*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.									
Contract Period: July 1, 2025-June 30, 2026									