



**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:	2795H
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:	QuaverEd, Inc
Address:	65 Music Square West
City, State:	Nashville, T"N 37203
Contact Name:	Colleen Storey
Phone Number:	678-431-0323
Email address:	Colleenstorey@quavermusic.com
ORACLE SUPPLIER NUMBER:	580207
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. 2795H

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

Table 1:

Item Description	Cost
QuaverMusic K–8 Curriculum Whole-District License	1 Year: \$93,600.00
K–5 Curriculum Pricing Per School Site	1 Year: \$1,800.00
6–8 Curriculum Pricing Per School Site	1 Year: \$900.00
• Modules cover the school year	Included
• QuaverMusic – Customizable Lesson Plans, Lesson Plan Presenter, Teacher GradeBook, Auto-Graded Assessments, ClassPlay, Bach’s Brain, World Music, and Online Quaver Classrooms	Included
• Student accounts for each school	Unlimited
• Rostering/SSO integration for supported platforms	Included
• Printing of resources, lesson plans, and worksheets	Included
• Content updates	Included
Professional Development	Professional Development
• In-person Training (up to 8 hours) • Virtual Training (up to 3 hours)	Included with District Purchase

Additional Training Sessions	In-Person: \$1,800.00 / session Virtual: Included with Purchase
On-demand video training courses available 24/7	Included
<i>QuaverReady</i> K–8 Curriculum Whole-District License	1 Year: \$128,400.00
K–5 Curriculum Pricing Per School Site	1 Year: \$2,400.00
6–8 Curriculum Pricing Per School Site	1 Year: \$1,500.00
• Modules cover the school year	Included
• <i>QuaverMusic</i> – Customizable Lesson Plans, Lesson Plan Presenter, Teacher GradeBook, Auto-Graded Assessments, ClassPlay, Bach’s Brain, World Music, and Online Quaver Classrooms	Included
• Student accounts for each school	Unlimited
• Rostering/SSO integration for supported platforms	Included
• Printing of resources, lesson plans, and worksheets	Included
• Content updates	Included
Professional Development	Professional Development
• In-person Training (up to 8 hours) • Virtual Training (up to 3 hours)	Included with District Purchase
• Additional Training Sessions	In-Person: \$1,800.00 / session Virtual: Included with Purchase
• On-demand video training courses available 24/7	Included

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

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 by 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. Virginia School Data Privacy Agreement (Exhibit A);
3. QuaverEd Terms and Conditions, as modified by the parties’ mutual agreement (Exhibit B);
4. The General Contract Terms and Conditions included in the Request for Proposals; Contractor’s
5. BAFO dated April 2, 2025 (Exhibit C);
6. Contractor’s Original Proposal dated January 30, 2025 (Exhibit D);
7. 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.

QuaverEd, Inc.

65 Music Square West
Nashville, TN 37203



Signature

David V. Mastran, President

Printed Name and Title

6/6/2025

Date

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

Henrico, VA 23273-0775



Signature

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

Date

APPROVED AS TO FORM



Assistant County Attorney

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

This Virginia School Data Privacy Agreement (“DPA”) is entered into by and between the
 County School Board of Henrico County, Virginia (hereinafter referred to as “Division”) and
 QuaverEd, Inc. (hereinafter referred to as “Provider”) on
 02/06/2025 The Parties agree to the terms as stated herein.

RECITALS

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

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

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

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

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

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

ARTICLE I: PURPOSE AND SCOPE

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

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

A Statement of Work is included in RFP No. 24-2795-12EMF

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

Please See Attached Schedule of Data.

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

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

ARTICLE III: DUTIES OF DIVISION

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

ARTICLE IV: DUTIES OF PROVIDER

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

- 5) **Disposition of Data.** Upon written request and in accordance with the applicable terms in subsections below, provider shall dispose or delete all division data obtained under this agreement when it is no longer needed for the purposes for which it was obtained. Disposition will include (1) the shredding of any hard copies of any Division data, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the service agreement authorizes provider to maintain Division data obtained under the service agreement beyond the time reasonably needed to complete the disposition. Provider shall provide written notification when the division data has been disposed. The duty to dispose of Division data shall not extend to data that has been de-identified or placed in a separate student account, pursuant to the terms of the agreement. The division may employ a request for return or deletion of Division data form, a copy of which is attached hereto as exhibit D. Upon receipt of a request from the division, the provider will immediately provide the division with any specified portion of the division data within ten (10) calendar days of the receipt of said request.
- a) **Partial Disposal During the Term of Service Agreement.** Throughout the term of the service agreement, Division may request partial disposal of Division data obtained under the service agreement that is no longer needed. Partial disposal of data shall be subject to Division's request to transfer data to a separate account, pursuant to Article II Section 3, above.
 - b) **Complete Disposal upon Termination of Service Agreement.** Upon termination of the service agreement provider shall dispose or securely destroy all division data obtained under the service agreement. Prior to disposal of the data, provider shall notify Division in writing of its option to transfer data to a separate account, pursuant to Article 2, Section 3, above. In 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.

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ARTICLE V: DATA PROVISIONS

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

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

ARTICLE VI: GENERAL OFFER OF PRIVACY TERMS

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT
ARTICLE VII: MISCELLANEOUS

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

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

a. Designated Representatives

The designated representative for the Provider for this Agreement is:

Name:	Jeffrey Bond
Title:	Integrations Manager and Privacy Director
Address:	65 Music Square West, Nashville, TN 37203
eMail:	privacydirector@quavered.com
Phone:	866-917-3633

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: Jeffrey Bond
Title: Integrations Manager and Privacy Director
Address: 65 Music Square West, Nashville, TN 37203
eMail: privacydirector@quavered.com
Phone: 866-917-3633

[Signature Page Follows]

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

Provider Signature

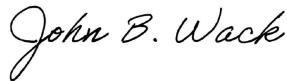


Date: 02/06/25

Printed Name: Jeffrey Bond

Title: Integrations Manager and Privacy Director

Division Signature



Date: 6/11/2025

Printed Name: John B. Wack

Title: Chief Financial Officer

APPROVED AS TO FORM



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]

QuaverEd offers highly interactive online curricula. A Statement of Work is included in RFP No. 24-2795-12EMF

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EXHIBIT "B"

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system	Conduct	Conduct or behavioral data	
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	<input checked="" type="checkbox"/>	Demographics	Date of Birth	<input type="checkbox"/>
	Other application technology meta data-Please specify:	<input 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"/>	
Application Use Statistics	Meta data on user interaction with application	<input checked="" type="checkbox"/>		Other demographic information-Please specify:	<input type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>	Enrollment	Student school enrollment	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>		Student grade level	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>		Homeroom	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>		Guidance counselor	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>		Specific curriculum programs	<input type="checkbox"/>
Communications	Online communications that are captured (emails, blog entries)	<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"/>

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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 type="checkbox"/>
	Phone	<input type="checkbox"/>
Student Identifiers	Local (School district) ID	<input checked="" type="checkbox"/>

	number	<input type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input checked="" 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 type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student work	Student generated content; writing, pictures etc.	<input checked="" type="checkbox"/>
	Other student	<input type="checkbox"/>

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

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

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

OTHER: Use this box, if more space needed.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT “C”

DEFINITIONS

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

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

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

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

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

PII includes, without limitation, at least the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

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

1. Extent of Disposition

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

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

[Insert categories of data]

2. Nature of Disposition

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

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

[Insert or attach special instructions.]

3. Timing of Disposition

Data shall be disposed of by the following date:

☐ As soon as commercially practicable

☐ By (Insert Date)

4. Signature of Authorized Representative of Division

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

5. Verification of Disposition of Data

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

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OPTIONAL: EXHIBIT "E" GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

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

BY: 

Date: 02/06/25

Printed Name: Jeffrey Bond

Title/Position: Integrations Manager

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: _____

QuaverEd safeguards all sensitive data the district shares with us, especially Personally Identifiable Information (PII).

- We comply with FERPA, COPPA, and other federal and state laws protecting PII
- All data is encrypted in place in a firewalled database
- Files and information are transferred securely using HTTPS and SFTP
- PII is destroyed according to industry best practices when no longer in use
- Our servers and data storage devices are all located in the United States
- We do not use PII to market to any individual, or disclose that data to any third party groups
- Quaver has never had a contract terminated for failure to comply with data security requirements.

All users on our site agree to QuaverEd's Privacy Policy. For districts that request data integrations, we require that a Data Sharing Agreement be in place. We will contact you to put this in place.

Types of Data QuaverEd Collects

QuaverEd collects limited personally-identifiable information to best accommodate teacher and student use of our resources. Depending on the product configuration required, the information gathered may vary. The following pieces of data are required by QuaverEd or are commonly collected.

Type of Data Collected	Furnished By	Purpose	Required?
Teacher username and password	Teacher	QuaverEd teacher account authentication credentials.	Yes
Teacher name (first, last)	Teacher or District	Application display name / friendly identifier.	Yes
Teacher email	Teacher or District	Necessary for account creation (password resetting, verification codes etc.).	Yes
Teacher phone	Teacher or District	This is often the school phone number. Only used for communication when requested.	Yes
Teacher/Student cookies	Backend Data Collected	Necessary for session and basic application functionality.	Yes
Device Operating System / browser version / IP address	Backend Data Collected	Used to ensure device compatibility / troubleshooting purposes.	Yes
Teacher/Student Application Usage Statistics	Backend Data Collected	Used to furnish usage reports.	Yes
Student Work	Backend Data Collected	Student generated content on QuaverEd (i.e. writing, pictures etc.) saved for display and download purposes.	Yes
Parent's email	Teacher or Student	Can be linked with student account for password reset purposes.	Optional
Student username and password	Student or District	For access to QuaverEd student account.	Optional
Student name (first, last)	District or Teacher or Student	For display in application. Particularly to help teacher's identify students in QuaverEd GradeBook.	Optional
Student email	District or Teacher	Can be used as unique value to identify inbound Single Sign On user. Can be listed with student account for password reset purposes.	Optional
Student ID	District or Teacher	Can be used as unique value to identify inbound Single Sign On user. Can be entered in QuaverEd GradeBook to help teachers identify students.	Optional

The following data is not required or collected by QuaverEd but depending on the method of integration, this data may be supplied to QuaverEd by the district. It is not used by QuaverEd and is stored only for display purposes.

Types of Data Collected	Furnished By	Purpose	Required?
Student Grade Level	District	N/A	Optional
Class Location	District	N/A	Optional



QuaverEd Terms & Conditions

Updated on 01/04/2024

1. General Terms: QuaverEd is designed for PK-8th grade educators around the world. Each QuaverEd licensed user must create an individual educator account that is not to be shared with others. Educators, school administrators, school district personnel, or other responsible parties may create student accounts linked to the teacher account—but QuaverEd does not market, collect, or otherwise advertise to students under the age of 18.

All QuaverEd resources comply with applicable law, including but not limited to the Family Educational Rights and Privacy Act (FERPA), Children's Online Privacy Protection Act (COPPA) and the Americans with Disabilities Act. In compliance with COPPA, QuaverEd never collects PII directly from any user under the age of 13 without the explicit consent of an authorizing adult such as the teacher, District representative, or guardian. If you believe that a child or student under the age of 13 has provided Quaver with personally identifiable information without your authorization, please notify PrivacyDirector@QuaverEd.com so that we can immediately delete the information from our servers. Unauthorized commercial or other misuse of QuaverEd curriculum resources may result in the suspension of the license.

2. Account Creation & Maintenance: In order to access QuaverEd resources, you are required to provide certain information (such as name, e-mail, school district, etc.). You agree that any information you provide will always be accurate and complete, and you agree to update



any such information if it changes. Further, you agree that you will not register under more than one email address in an attempt to subvert our preview account access limits.

3.Email Permissions, White Listing: For the duration of your license term, you agree that QuaverEd can send you weekly emails with teaching tips and any tech updates related to your specific license, as well as important information related to your account, access, and functionality. Further, you agree that QuaverEd can send you periodic emails related to new services, curricula, and content available in support of providing high quality resources for skills-based instruction for students in PK-8th grade. Email permissions can be updated by the Licensee. The Licensee agrees that it will request @[QuaverEd.com](mailto:info@QuaverEd.com) be whitelisted to ensure that emails, codes, and accessibility are not hindered by District email filters. QuaverEd agrees that it will **never** sell your data or email to any other company, organization or person.

4.Confidentiality of Information: Except as otherwise provided in this Agreement, you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the QuaverEd resources and you are responsible for all activities that occur under your account(s). You are solely responsible for any consequences, losses, or damages that we may directly or indirectly incur or suffer to the extent caused by any unauthorized activities conducted by you. If you become aware of any unauthorized use of your password or of your account, you agree to notify QuaverEd reasonably promptly at info@QuaverEd.com.

5.License Term: The effective license duration for each Licensee (also referred to as the "Term") shall be noted on the User's invoice as well as within the site license User Information profile. In most instances, our license terms are July 1 – June 30, to correspond with the academic

year. The term of this Agreement will last for the duration of any active license in an ordering document such as an invoice.

6.Licensing Fee: The price for each Licensee's license "Licensing Fee" is referenced on the Licensee's invoice. License fees do not include applicable sales or use taxes or book depository fees (where applicable), or credit card merchant fees (convenience payment fees) and which shall be separately stated on the price quote or invoice and borne by the Licensee, unless the User is Tax Exempt or other conditions apply.

7.Tax Exemption: Licensees of curriculum resources are generally understood to be schools, libraries, and other tax-exempt organizations. It is the duty of the Licensee to maintain its tax-exempt status. Tax exempt certificates are requested at the time of purchase in order to verify Tax Exempt Status. If the Licensee is not tax-exempt, QuaverEd will add the applicable taxes to the license fee.

8.Evaluation: You will have thirty (30) business days to evaluate all Services for compliance with this Agreement after QuaverEd makes them available to you for productive use. If the Services do not comply, you will inform QuaverEd, and QuaverEd will have ten (10) business days to resolve the non-compliance. If you determine that the Services and deliverables still do not comply with this Agreement, then you may either terminate this Agreement and obtain a refund or allow QuaverEd an additional opportunity to resolve the non-compliance. You owe no fees for Services that do not comply with this Agreement.

9. Data Integrations: While data integration (Single Sign On or Rostering) is not a requirement of using QuaverEd licenses, should you elect to enroll in our Single Sign On, Rostering, or Integrations services, QuaverEd provides robust support for such an integrated experience. It is important for Licensee to understand that the QuaverEd license can be completely accessed and utilized without any type of District integration. QuaverEd cannot control or dictate to District IT offices their workflow in making QuaverEd resources available within a District platform. Due to high volumes, requests for data integrations received between July and September can take 3–5 weeks to complete, so educators should also be aware that they can access their account natively (from the [QuaverEd.com](https://www.quavered.com) site). For more on available integrations visit: <https://www.quavered.com/district-it-support/integration-support/>.

0. Data Integrations or Data Transfer Fee: QuaverEd licenses are fully functional without an integration into District SSO systems. For information on the integrations we support, you can visit <https://www.quavered.com/district-it-support/integration-support/>. For supported platforms, QuaverEd provides technical support for District SSO integrations. Should you require subsequent data integrations (beyond an initial SSO integration) or a license holder request exports of data sets or special data sets, there may be a fee incurred for those services. Our standard employee billing rate is \$125 / hour for technical services such as custom data extraction or integrations services beyond the initial service. We will communicate any conditions warranting a fee-for-service in advance of providing such service and obtain budget approvals and your written approval before beginning any work.

0. Training Fees: Licenses include access to hundreds of on-demand training resources, recorded and live webinars and training sessions,

blogs, weekly tips, social media ideas, and other wrap-around-services to ensure users can make the most of their QuaverEd license. Custom training packages are available for purchase in addition to these offerings.

12.Customer Service Hotline: QuaverEd agrees to maintain a Customer Service Hotline, staffed by trained professionals, during the school year from 7AM CST to 6PM CST.

13.A Cloud-Based Software Product: Licensee acknowledges that the purchase of QuaverEd resources requires computer hardware, Internet with appropriate bandwidth/capacity, and projection or Smartboard equipment that complies with the minimum standards to realize the full benefits for classroom use. System Requirements are available at <https://www.quavered.com/district-it-support/>. The purchase of QuaverEd resources does not include any hardware or separate software products that may be shown in demonstrations, tutorials, or trainings, other than agreed otherwise in writing. Licensee agrees that they may need to work directly with their District IT office to whitelist Quaver sites in order to ensure better bandwidth prioritization by the District, and to ensure that emails, codes, and accessibility are not hindered by district filters.

Intellectual Property, Ownership, Creative Works

14.Intellectual Property: QuaverEd is the sole and exclusive owner of our curriculum resources—owning all legal rights, title, and interest in our creative works including ownership to all intellectual property rights worldwide. This includes art, graphics, songs, sounds, voiceovers, design, training videos, teaching videos, and the code and systems created to build, support, and upgrade our resources. Reproduction of such material outside the QuaverEd platform is prohibited. Attempting to license, sublicense, copy, duplicate, distribute, modify, publicly

perform or display, transmit, publish, edit, adapt, create derivative works from, reproduce, sell, trade, or resell the QuaverEd resources (including, without limitation, the reproduction, sale, trading or resale of lessons or guides customized by other QuaverEd licensees) is strictly prohibited without our prior written agreement. Original QuaverEd songs used for school plays, recitals, or school (non-commercial) functions are permitted – so long as QuaverEd is credited in the school playbill, social media, or other avenues for crediting QuaverEd as the lawful intellectual property owner. We believe this is yet another teaching opportunity for students to understand that careers in creative works; coding, illustration, design, audio engineering, song writing, music making, and other forms have value. Crediting creators matters.

15. Song Downloads: As part of an active license for QuaverEd resources, licensees can download certain MP3 files for use only in rehearsals and live school-related performances. Not available for download are all copyrighted songs that QuaverEd has licensed for streaming purposes only. Once downloaded, the MP3 files can be used in school performances or for teaching content, but remain the property of QuaverEd. Upon the termination of the License, the Licensee agrees to delete all MP3 files that have been downloaded (see Unplugged Kits, above). Moreover, the Licensee agrees not to copy or share these files with any other persons or organizations.

16. Limited License of Certain Commercially-Available Songs: Among the thousands of original recordings, interactives and resources within QuaverEd curriculum resources, there are a handful of licensed commercially-available songs. Our license of these songs is consistent with their intended, classroom use. For teachers wishing to use these songs in a way other than their licensed use within our curriculum (such as for a school performance), an assignment may be



required from the licensing entity. Please contact us at Info@QuaverEd.com for avoidance of doubt in any school performances which may be recorded by parents.

17. Creation of New Resources by Licensed Users: Notwithstanding the foregoing, the QuaverEd platform includes functionality that allows Licensees to create new content, make recordings, edit original content, add, annotate or otherwise edit some QuaverEd resources. These activities are permitted to the extent they are enabled within the QuaverEd license, provided that such teacher-customized content is used solely for educational purposes. Unauthorized use of QuaverEd content may give rise to a claim for damages. No materials copyrighted by a third party are allowed to be imported into the QuaverEd resources without permission from that party (or through acceptable use of public domain works, as determined by the Licensee). QuaverEd is not responsible for any infringement of intellectual property by its users.

18. Ownership of Works Created by Licensed Users or Students: Licensee may use the QuaverEd platform to create assignments or request assignments from students. To the extent permitted by the platform functionality, the derivative work created which can be downloaded (for example ringtones, compositions, or mp3s) will remain the property of the Licensee or the student beyond the life of the license and the term of this Agreement.

19. Your Content: QuaverEd acknowledges that you or your users own all content and data uploaded to or created using the Service ("Your Content"). QuaverEd has a limited, revocable license to use Your Content as necessary to perform this Agreement and has no further rights in Your Content. QuaverEd grants you a perpetual, worldwide, non-exclusive, royalty-free, irrevocable license in the materials you download or use on the Service to reproduce, prepare derivative works

of, publicly display, publicly perform, and distribute the materials and to sublicense any or all of the foregoing rights to third parties. Such materials may not include in any way intellectual property owned by QuaverEd.

20. Intellectual Property Claims of Others: Should QuaverEd be contacted by the owner of a song or other material uploaded by a licensed user into our platform concerning non-QuaverEd material, it is our policy to respond promptly to claims of intellectual property misuse. Our procedures for responding to alleged copyright infringement are consistent with the form suggested by the United States Digital Millennium Copyright Act, the text of which can be found at the U.S. Copyright Office web site <http://www.copyright.gov/legislation/dmca.pdf>. Please note that you will be liable for damages (including costs and attorneys' fees) if you make any material misrepresentations when making or countering a copyright infringement claim.

Modifications by QuaverEd

21. Modification of Resources for Technical Reasons: From time to time, QuaverEd will need to modify resources in order to ensure they are properly functioning with updates to operating systems, browser design, hardware changes, and other technical issues beyond our control. These modifications will be made and patched regularly to ensure the proper functioning of the QuaverEd resources. Any significant functionality changes will be accompanied by notice through our email and other communications channels, with training videos provided where applicable.

22. Other Modification of Resources or Content: QuaverEd will continually assess content through various educational lenses in an effort to ensure resources are free of bias or prejudice. Our

commitment to equity, diversity, and inclusion—and details on our resource review process—are available at <https://www.quavered.com/dei/>. Any resources removed or altered for these reasons will be announced through the QuaverEd blog with sufficient time provided for educators to make alternative arrangements in their teaching approach or practice prior to the removal of the resources. In order to reduce disruption to school-year plans, we endeavor to make any changes in content which necessitate removing resources from our platform in the summer. We will continue to add, increase, and enhance the quality and content available through QuaverEd licenses throughout the school year. We welcome feedback on this practice or further questions, which can be addressed to QuaverEd DEIA Committee and emailed to Info@QuaverEd.com.

23. Modifications due to Change in Applicable Law: The Parties will negotiate in good faith any amendment required to this Agreement that is necessary to comply with changes in the law, including COPPA, FERPA, and any other relevant legislation, including but not limited to any state or federal privacy laws or other laws governing use of educational materials for minor children.

Acceptable Use

24. No Unlawful Activity: As a condition of use by the Licensee of the QuaverEd resources, you will not use the QuaverEd resources for any unlawful purpose. You will not upload any materials that are threatening, pornographic, obscene, harassing, hateful, racially or ethnically offensive or encourages conduct that would be considered a criminal offense, violate any law or is otherwise inappropriate for the profession of educating children in grades PK-8. You may not use the QuaverEd resources or platform in any manner that, in our sole discretion, could damage, disable, overburden, impair or interfere with any other licensed party's use of them. In addition, you agree not to use

false or misleading information in connection with your licensed account, and acknowledge that we reserve the right to disable any Licensee's account with a profile which we believe (in our sole discretion) is false or misleading.

25. Messaging, Chat, Communications Features: The QuaverEd platform provides several communication tools, including video record (teacher and student record) and teacher-student chat mechanisms. By posting information or otherwise using any open communication tools as mentioned, you agree that you will not upload, post, share, or otherwise distribute any content that: (i) is illegal, threatening, defamatory, harassing, degrading, intimidating, fraudulent, racist, and pornographic or contains any type of inappropriate or explicit language; (ii) infringes any trademark, copyright, trade secret, or other proprietary right of any party; or (iii) attempts any type of unauthorized advertising. QuaverEd does not accept any liability for the unauthorized actions of licensed users. QuaverEd will not monitor or access chat or messaging features.

26. Product Warranty, Disclaimer of Warranties: QuaverEd warrants to the Licensee that the Service purchased hereunder shall be free from defects in materials and workmanship and shall conform in all material respect to the specifications, provided the Service in question has been used in accordance with ordinary industry practices and conditions. QuaverEd will not be responsible for use of the Service by any devices not meeting the minimum technical requirements for internal memory, CPU power, or bandwidth, or for use of any device, operating system, or browser version that is unsupported by the manufacturer.

Licensee acknowledges that his/her use may be interrupted or constrained by bandwidth restrictions by the school's Internet provider, firewalls, server malfunctions, and other problems related to the



Licensee's network. Whenever possible, QuaverEd will forewarn all license holders of any planned outage for maintenance or acknowledged technical problems. QuaverEd will perform all service-interrupting planned maintenance after 8:00PM and before 4:00AM pacific time. The foregoing express warranties are limited to QuaverEd and are not transferable and are in lieu of any other warranty by QuaverEd with respect to Services furnished hereunder. Quaver grants no other warranty, or fitness for a particular purpose, either express or implied.

QuaverEd warrants that the Services and content on the Services do not and will not (1) infringe the rights of any third party, including any intellectual property rights or (2) contain any malware or viruses.

27.Service Level Agreement: QuaverEd will make the licensed Service available for your use at least 97.5% of the time for the period one hour before, all during, and one hour after regular school hours, measured monthly. We will endeavor to meet that requirement 24 hours per day. QuaverEd will use its best efforts to resolve any issues causing unavailability as quickly as possible.

28.Commitment to Continuous Improvement: We reserve the right to anonymously track and report any Licensee activity inside of the QuaverEd resources using non-personally identifiable information ("Anonymous Technical Data"). We utilize this data to continually improve our services, balance server loads, and for other technical needs such as browser configuration or anticipation of challenges presented to licensed users by hardware, software or other manufacturers supplying services to the Licensee. Anonymous Technical Data consists only of non-identifying technical Service usage data and does not include any of your Confidential Information, personal information, content, communications, data subject to FERPA or COPPA, or your intellectual property ("Excluded

Data"). Notwithstanding anything else in this Agreement or documents incorporated into it, QuaverEd will not process any Excluded Data to generate Anonymous Technical Data.

29. Account Deactivation: In the event that a user does not login to their QuaverEd account for a period of 12 consecutive months, QuaverEd may deactivate the user's account for security purposes. The account may be reactivated upon user's request to QuaverEd, provided that the license to which the account is registered has not expired.

30. Termination: We may, at our sole discretion, suspend or terminate the Licensee's access to all or part of the QuaverEd resources for breach of these Terms and Conditions. QuaverEd will notify users whose license has been terminated, and provide as much information as is legally permitted related to the reason for QuaverEd's termination of the Licensee's access.

31. Breach of Agreement: In the event that QuaverEd verifies any actions by a Licensee to intentionally and with malicious intent breach the Terms and Conditions of this Agreement, such actions will be grounds for immediate termination of the license(s) of the Licensee. Termination will become effective thirty (30) days after written notice from QuaverEd to the Licensee, if the Licensee has not cured the breach. No refunds or credit for the unused term of the license(s) will be granted. Further action by QuaverEd to recover additional costs of the breach may be initiated.

32. Failure of Quaver to Perform: In the event Licensee believes that QuaverEd has failed to perform under the Terms and Conditions of this Agreement, the Licensee is required to give written notice to QuaverEd with specific details on the allegation of failure and allow 30 days to correct the problem. If the problem is not corrected within 30 days, the Licensee will receive a refund for the unused portion of the license

term and the Agreement is terminated. Notwithstanding anything else in this Agreement, Customer may extend the termination date of this Agreement for up to thirty (30) days upon written notice to QuaverEd. During this period, QuaverEd will use good faith efforts to assist Customer in migrating its data off the Service. QuaverEd will on request provide Customer with a file of all the Customer's proprietary data in a standard file format at no charge. Customer will continue to pay monthly fees as provided under this Agreement for the duration of the transition.

33. Non-Payment: If the Licensee does not pay QuaverEd within 60 days of the due date of the payment for the Licensee's license, QuaverEd may suspend the license until such payment is made, unless you dispute the charge. Timely notice advance will be provided thirty (30) days by QuaverEd to you before any pending suspension for non-payment.

34. Bankruptcy: This Agreement shall terminate, without notice, (i) upon the filing by or against either party of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of either party's debts, (ii) upon either party making an assignment for the benefit of creditors, or (iii) upon either party's dissolution or ceasing to do business, (iv) in the event of QuaverEd's bankruptcy or insolvency, QuaverEd will endeavor to provide a server consisting of all currently licensed materials purchased by the Licensee in order to support the Licensee through the remainder of the license term.

Miscellaneous

35. Transfer of Rights to Successors: The rights and obligations of either Party shall not be transferable without the prior written consent of the other Party, which consent shall not be unreasonably withheld or

delayed. All obligations of the Parties herein shall be binding upon their respective successors or assignees.

36. Jurisdiction for Disputes; Applicable Law: This Agreement is subject to Virginia law without application of its conflict of law's provisions. Jurisdiction and venue for any dispute between the Parties shall be vested exclusively in Henrico County, Virginia. Both parties will comply with all applicable laws related to their performance of this Agreement.

37. Intentionally deleted.

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38. No Waiver: No waiver or breach of any term or condition of this Agreement shall be construed as a waiver of any other breach of such term or condition, or of any other term or condition, nor shall any failure to enforce any provisions hereunder operate as a waiver of such provision or any other provision hereunder.

39. Enforceability: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, except in those instances where removal or elimination of such invalid, illegal, or unenforceable provision or provisions would result in a failure of consideration under this Agreement, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

40. Force Majeure Event: In the event of an event or circumstance beyond the reasonable control of a Party such as an act of God; strike, lock out or other industrial or trade disputes impacting service delivery (whether involving employees of the Party or a third party); war, threat of war, terrorist act, revolution, riot, civil commotion, public demonstration, sabotage, vandalism; cyber-security attack which could not be prevented by generally-accepted industry best practices, attack to servers, power failure or explosion, governmental restraint of business operations by local, state or federal authorities, natural disasters or weather related emergency conditions (lightning, fire, storm, flood, earthquake)("Force Majeure Event"), a Party shall not be liable for failure to perform this Agreement during the period of the Force Majeure Event. Failure of a Party's vendor to perform is not a Force Majeure Event. The non-delayed Party may terminate this

Agreement on written notice to the delayed Party if the Force Majeure Event lasts longer than thirty (30) days. The delayed Party will notify the non-delayed Party as soon as possible about any Force Majeure Event.

41. Notices. All notices or other communications that are required or permitted under this Agreement must be in writing and will be sufficient if delivered personally or sent by nationally-recognized overnight courier or by certified mail, postage prepaid, return receipt requested, as follows. If to QuaverEd, to the address set forth on the Signature Page. If to Customer, to: Henrico County Department of Finance Purchasing Division, P. O. Box 90775, Henrico, VA 23273 . Either Party may change its notices address upon written notice to the other Party.

42. Subcontractors. Quaver will be responsible for the actions and inactions of its subcontractors and for conforming their actions to the requirements of this Agreement.

43. No Publicity. QuaverEd shall not use Customer's name or logo in marketing or publicity materials or for marketing or publicity purposes without their written consent.

44. Other Provisions. Click through, click to accept, click wrap and similar additional online and other provisions of QuaverEd purporting to establish terms between the parties are void. The Agreement may only be modified by written, signed agreement of the parties. QuaverEd will process all your data in the United States. If there is a conflict between this Agreement and any invoice, order form or other ordering document, this Agreement will take precedence. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties. This Agreement constitutes the



entire agreement between the parties with respect to its subject matter and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to that subject matter.

By using the QuaverEd site, the Licensee understands, acknowledges, and agrees to the Terms and Conditions of this Agreement.

If you have any questions or comments about these Terms and Conditions or our Privacy Policy, you can contact us at: PrivacyDirector@QuaverEd.com

QuaverEd, Inc.

6/6/2025

Signature

Date

David V. Mastran

Printed Name and Title

Subscribing LEA:

Signature

Oscar Knott, CPP, CPPO, NIGP-CPP, VCO
Purchasing Director
Printed Name and Title

APPROVED AS TO FORM

Assistant County Attorney



Item Description	Cost*
QuaverMusic K–8 Curriculum Whole-District License	<ul style="list-style-type: none"> • 1 Year: \$93,600.00 • 3 Year: \$280,800.00 • 5 Year: \$425,880.00
K–5 Curriculum Pricing Per School Site	<ul style="list-style-type: none"> • 1 Year: \$1,800.00 • 3 Year: \$5,400.00 • 5 Year: \$8,190.00
6–8 Curriculum Pricing Per School Site	<ul style="list-style-type: none"> • 1 Year: \$900.00 • 3 Year: \$2,700.00 • 5 Year: \$4,095.00
• Modules cover the school year	Included
• <i>QuaverMusic</i> – Customizable Lesson Plans, Lesson Plan Presenter, Teacher GradeBook, Auto-Graded Assessments, ClassPlay, Bach’s Brain, World Music, and Online Quaver Classrooms	Included
• Student accounts for each school	Unlimited
• Rostering/SSO integration for supported platforms	Included
• Printing of resources, lesson plans, and worksheets	Included
• Content updates	Included
Professional Development	
<ul style="list-style-type: none"> • In-person Training (up to 8 hours) • Virtual Training (up to 3 hours) 	Included with District Purchase
• Additional Training Sessions	In-Person: \$1,800.00 / session Virtual: Included with Purchase
• On-demand video training courses available 24/7	Included

*QuaverMusic includes online access for all staff for each school building. An unlimited number of student accounts are included at no additional cost. Sales tax will be included on final invoice unless Tax Exempt Certificate is included at time of purchase. Credit card orders over \$10,000 may be subject to a 3% processing fee.

Item Description	Cost*
QuaverReady K–8 Curriculum Whole-District License	<ul style="list-style-type: none"> • 1 Year: \$128,400.00 • 3 Year: \$385,200.00 • 5 Year: \$584,220.00
K–5 Curriculum Pricing Per School Site	<ul style="list-style-type: none"> • 1 Year: \$2,400.00 • 3 Year: \$7,200.00 • 5 Year: \$10,920.00
6–8 Curriculum Pricing Per School Site	<ul style="list-style-type: none"> • 1 Year: \$1,500.00 • 3 Year: \$4,500.00 • 5 Year: \$6,825.00
• Modules cover the school year	Included
• <i>QuaverMusic</i> – Customizable Lesson Plans, Lesson Plan Presenter, Teacher GradeBook, Auto-Graded Assessments, ClassPlay, Bach’s Brain, World Music, and Online Quaver Classrooms	Included
• Student accounts for each school	Unlimited
• Rostering/SSO integration for supported platforms	Included
• Printing of resources, lesson plans, and worksheets	Included
• Content updates	Included
Professional Development	
<ul style="list-style-type: none"> • In-person Training (up to 8 hours) • Virtual Training (up to 3 hours) 	Included with District Purchase
• Additional Training Sessions	In-Person: \$1,800.00 / session Virtual: Included with Purchase
• On-demand video training courses available 24/7	Included

*QuaverReady includes online access for all staff for each school building. An unlimited number of student accounts are included at no additional cost. Sales tax will be included on final invoice unless Tax Exempt Certificate is included at time of purchase. Credit card orders over \$10,000 may be subject to a 3% processing fee.

Item Description	Cost*
QuaverHealth•PE K–5 Curriculum Whole-District License	<ul style="list-style-type: none"> • 1 Year: \$96,600.00 • 3 Year: \$289,800.00 • 5 Year: \$439,530.00
K–5 Curriculum Pricing Per School Site	<ul style="list-style-type: none"> • 1 Year: \$2,100.00 • 3 Year: \$6,300.00 • 5 Year: \$9,555.00
<ul style="list-style-type: none"> • Modules cover the school year 	Included
<ul style="list-style-type: none"> • <i>QuaverMusic</i> – Customizable Lesson Plans, Lesson Plan Presenter, Teacher GradeBook, Auto-Graded Assessments, ClassPlay, Bach’s Brain, World Music, and Online Quaver Classrooms 	Included
<ul style="list-style-type: none"> • Student accounts for each school 	Unlimited
<ul style="list-style-type: none"> • Rostering/SSO integration for supported platforms 	Included
<ul style="list-style-type: none"> • Printing of resources, lesson plans, and worksheets 	Included
<ul style="list-style-type: none"> • Content updates 	Included
Professional Development	
<ul style="list-style-type: none"> • In-person Training (up to 8 hours) • Virtual Training (up to 3 hours) 	Included with District Purchase
<ul style="list-style-type: none"> • Additional Training Sessions 	In-Person: \$1,800.00 / session Virtual: Included with Purchase
<ul style="list-style-type: none"> • On-demand video training courses available 24/7 	Included

*QuaverHealth•PE includes online access for all staff for each school building. An unlimited number of student accounts are included at no additional cost. Sales tax will be included on final invoice unless Tax Exempt Certificate is included at time of purchase. Credit card orders over \$10,000 may be subject to a 3% processing fee.



QuaverEd Terms & Conditions

Updated on 01/04/2024

1. General Terms: QuaverEd is designed for PK-8th grade educators around the world. Each QuaverEd licensed user must create an individual educator account that is not to be shared with others. Educators, school administrators, school district personnel, or other responsible parties may create student accounts linked to the teacher account—but QuaverEd does not market, collect, or otherwise advertise to students under the age of 18.

All QuaverEd resources comply with applicable law, including but not limited to the Family Educational Rights and Privacy Act (FERPA), Children’s Online Privacy Protection Act (COPPA) and the Americans with Disabilities Act. In compliance with COPPA, QuaverEd never collects PII directly from any user under the age of 13 without the explicit consent of an authorizing adult such as the teacher, District representative, or guardian. If you believe that a child or student under the age of 13 has provided Quaver with personally identifiable information without your authorization, please notify PrivacyDirector@QuaverEd.com so that we can immediately delete the information from our servers. Unauthorized commercial or other misuse of QuaverEd curriculum resources may result in the suspension of the license.

2. Account Creation & Maintenance: In order to access QuaverEd resources, you are required to provide certain information (such as name, e-mail, school district, etc.). You agree that any information you provide will always be accurate and complete, and you agree to update



any such information if it changes. Further, you agree that you will not register under more than one email address in an attempt to subvert our preview account access limits.

3. Email Permissions, White Listing: For the duration of your license term, you agree that QuaverEd can send you weekly emails with teaching tips and any tech updates related to your specific license, as well as important information related to your account, access, and functionality. Further, you agree that QuaverEd can send you periodic emails related to new services, curricula, and content available in support of providing high quality resources for skills-based instruction for students in PK-8th grade. Email permissions can be updated by the Licensee. The Licensee agrees that it will request @QuaverEd.com be whitelisted to ensure that emails, codes, and accessibility are not hindered by District email filters. QuaverEd agrees that it will **never** sell your data or email to any other company, organization or person.

4. Confidentiality of Information: Except as otherwise provided in this Agreement, you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the QuaverEd resources and you are responsible for all activities that occur under your account(s). You are solely responsible for any consequences, losses, or damages that we may directly or indirectly incur or suffer to the extent caused by any unauthorized activities conducted by you. If you become aware of any unauthorized use of your password or of your account, you agree to notify QuaverEd immediately at info@QuaverEd.com.

5. License Term: The effective license duration for each Licensee (also referred to as the "Term") shall be noted on the User's invoice as well as within the site license User Information profile. In most instances, our license terms are July 1 – June 30, to correspond with the academic

year. The term of this Agreement will last for the duration of any active license in an ordering document such as an invoice.

6. Licensing Fee: The price for each Licensee's license "Licensing Fee" is referenced on the Licensee's invoice. License fees do not include applicable sales or use taxes or book depository fees (where applicable), or credit card merchant fees (convenience payment fees) and which shall be separately stated on the price quote or invoice and borne by the Licensee, unless the User is Tax Exempt or other conditions apply. For subsequent renewals, QuaverEd reserves the right to increase pricing from year to year if the Consumer Price Index in the previous year increased by 5% or more. (The previous year being Jan 1 to Dec 31.) Any price increase, if necessary, will be announced on January 1.

7. Tax Exemption: Licensees of curriculum resources are generally understood to be schools, libraries, and other tax-exempt organizations. It is the duty of the Licensee to maintain its tax-exempt status. Tax exempt certificates are requested at the time of purchase in order to verify Tax Exempt Status. If the Licensee is not tax-exempt, QuaverEd will add the applicable taxes to the license fee.

8. Evaluation: You will have thirty (30) business days to evaluate all Services for compliance with this Agreement after QuaverEd makes them available to you for productive use. If the Services do not comply, you will inform QuaverEd, and QuaverEd will have ten (10) business days to resolve the non-compliance. If you determine that the Services and deliverables still do not comply with this Agreement, then you may either terminate this Agreement and obtain a refund or allow QuaverEd an additional opportunity to resolve the non-compliance. You owe no fees for Services that do not comply with this Agreement.

9. Data Integrations: While data integration (Single Sign On or Rostering) is not a requirement of using QuaverEd licenses, should you elect to enroll in our Single Sign On, Rostering, or Integrations services, QuaverEd provides robust support for such an integrated experience. It is important for Licensee to understand that the QuaverEd license can be completely accessed and utilized without any type of District integration. QuaverEd cannot control or dictate to District IT offices their workflow in making QuaverEd resources available within a District platform. Due to high volumes, requests for data integrations received between July and September can take 3–5 weeks to complete, so educators should also be aware that they can access their account natively (from the QuaverEd.com site). For more on available integrations visit: <https://www.quavered.com/district-it-support/integration-support/>.

10. Data Integrations or Data Transfer Fee: QuaverEd licenses are fully functional without an integration into District SSO systems. For information on the integrations we support, you can visit <https://www.quavered.com/district-it-support/integration-support/>. For supported platforms, QuaverEd provides technical support for District SSO integrations. Should you require subsequent data integrations (beyond an initial SSO integration) or a license holder request exports of data sets or special data sets, there may be a fee incurred for those services. Our standard employee billing rate is \$125 / hour for technical services such as custom data extraction or integrations services beyond the initial service. We will communicate any conditions warranting a fee-for-service in advance of providing such service and obtain budget approvals and your written approval before beginning any work.

11. Training Fees: Licenses include access to hundreds of on-demand training resources, recorded and live webinars and training sessions,

blogs, weekly tips, social media ideas, and other wrap-around-services to ensure users can make the most of their QuaverEd license. Custom training packages are available for purchase in addition to these offerings.

12. Customer Service Hotline: QuaverEd agrees to maintain a Customer Service Hotline, staffed by trained professionals, during the school year from 7AM CST to 6PM CST.

13. A Cloud-Based Software Product: Licensee acknowledges that the purchase of QuaverEd resources requires computer hardware, Internet with appropriate bandwidth/capacity, and projection or Smartboard equipment that complies with the minimum standards to realize the full benefits for classroom use. System Requirements are available at <https://www.quavered.com/district-it-support/>. The purchase of QuaverEd resources does not include any hardware or separate software products that may be shown in demonstrations, tutorials, or trainings, other than agreed otherwise in writing. Licensee agrees that they may need to work directly with their District IT office to whitelist Quaver sites in order to ensure better bandwidth prioritization by the District, and to ensure that emails, codes, and accessibility are not hindered by district filters.

Intellectual Property, Ownership, Creative Works

14. Intellectual Property: QuaverEd is the sole and exclusive owner of our curriculum resources—owning all legal rights, title, and interest in our creative works including ownership to all intellectual property rights worldwide. This includes art, graphics, songs, sounds, voiceovers, design, training videos, teaching videos, and the code and systems created to build, support, and upgrade our resources. Reproduction of such material outside the QuaverEd platform is prohibited. Attempting to license, sublicense, copy, duplicate, distribute, modify, publicly

perform or display, transmit, publish, edit, adapt, create derivative works from, reproduce, sell, trade, or resell the QuaverEd resources (including, without limitation, the reproduction, sale, trading or resale of lessons or guides customized by other QuaverEd licensees) is strictly prohibited without our prior written agreement. Original QuaverEd songs used for school plays, recitals, or school (non-commercial) functions are permitted – so long as QuaverEd is credited in the school playbill, social media, or other avenues for crediting QuaverEd as the lawful intellectual property owner. We believe this is yet another teaching opportunity for students to understand that careers in creative works; coding, illustration, design, audio engineering, song writing, music making, and other forms have value. Crediting creators matters.

15. Song Downloads: As part of an active license for QuaverEd resources, licensees can download certain MP3 files for use only in rehearsals and live school-related performances. Not available for download are all copyrighted songs that QuaverEd has licensed for streaming purposes only. Once downloaded, the MP3 files can be used in school performances or for teaching content, but remain the property of QuaverEd. Upon the termination of the License, the Licensee agrees to delete all MP3 files that have been downloaded (see Unplugged Kits, above). Moreover, the Licensee agrees not to copy or share these files with any other persons or organizations.

16. Limited License of Certain Commercially-Available

Songs: Among the thousands of original recordings, interactives and resources within QuaverEd curriculum resources, there are a handful of licensed commercially-available songs. Our license of these songs is consistent with their intended, classroom use. For teachers wishing to use these songs in a way other than their licensed use within our curriculum (such as for a school performance), an assignment may be

required from the licensing entity. Please contact us at Info@QuaverEd.com for avoidance of doubt in any school performances which may be recorded by parents.

17. Creation of New Resources by Licensed Users: Notwithstanding the foregoing, the QuaverEd platform includes functionality that allows Licensees to create new content, make recordings, edit original content, add, annotate or otherwise edit some QuaverEd resources. These activities are permitted to the extent they are enabled within the QuaverEd license, provided that such teacher-customized content is used solely for educational purposes. Unauthorized use of QuaverEd content may give rise to a claim for damages. No materials copyrighted by a third party are allowed to be imported into the QuaverEd resources without permission from that party (or through acceptable use of public domain works, as determined by the Licensee). QuaverEd is not responsible for any infringement of intellectual property by its users.

18. Ownership of Works Created by Licensed Users or Students: Licensee may use the QuaverEd platform to create assignments or request assignments from students. To the extent permitted by the platform functionality, the derivative work created which can be downloaded (for example ringtones, compositions, or mp3s) will remain the property of the Licensee or the student beyond the life of the license and the term of this Agreement.

19. Your Content: QuaverEd acknowledges that you or your users own all content and data uploaded to or created using the Service ("Your Content"). QuaverEd has a limited, revocable license to use Your Content as necessary to perform this Agreement and has no further rights in Your Content. QuaverEd grants you a perpetual, worldwide, non-exclusive, royalty-free, irrevocable license in the materials you download or use on the Service to reproduce, prepare derivative works

of, publicly display, publicly perform, and distribute the materials and to sublicense any or all of the foregoing rights to third parties. Such materials may not include in any way intellectual property owned by QuaverEd.

20. Intellectual Property Claims of Others: Should QuaverEd be contacted by the owner of a song or other material uploaded by a licensed user into our platform concerning non-QuaverEd material, it is our policy to respond promptly to claims of intellectual property misuse. Our procedures for responding to alleged copyright infringement are consistent with the form suggested by the United States Digital Millennium Copyright Act, the text of which can be found at the U.S. Copyright Office web site <http://www.copyright.gov/legislation/dmca.pdf>. Please note that you will be liable for damages (including costs and attorneys' fees) if you make any material misrepresentations when making or countering a copyright infringement claim.

Modifications by QuaverEd

21. Modification of Resources for Technical Reasons: From time to time, QuaverEd will need to modify resources in order to ensure they are properly functioning with updates to operating systems, browser design, hardware changes, and other technical issues beyond our control. These modifications will be made and patched regularly to ensure the proper functioning of the QuaverEd resources. Any significant functionality changes will be accompanied by notice through our email and other communications channels, with training videos provided where applicable.

22. Other Modification of Resources or Content: QuaverEd will continually assess content through various educational lenses in an effort to ensure resources are free of bias or prejudice. Our

commitment to equity, diversity, and inclusion—and details on our resource review process—are available at <https://www.quavered.com/dei/>. Any resources removed or altered for these reasons will be announced through the QuaverEd blog with sufficient time provided for educators to make alternative arrangements in their teaching approach or practice prior to the removal of the resources. In order to reduce disruption to school-year plans, we endeavor to make any changes in content which necessitate removing resources from our platform in the summer. We will continue to add, increase, and enhance the quality and content available through QuaverEd licenses throughout the school year. We welcome feedback on this practice or further questions, which can be addressed to QuaverEd DEIA Committee and emailed to Info@QuaverEd.com.

23. Modifications due to Change in Applicable Law: The Parties will negotiate in good faith any amendment required to this Agreement that is necessary to comply with changes in the law, including COPPA, FERPA, and any other relevant legislation, including but not limited to any state or federal privacy laws or other laws governing use of educational materials for minor children.

Acceptable Use

24. No Unlawful Activity: As a condition of use by the Licensee of the QuaverEd resources, you will not use the QuaverEd resources for any unlawful purpose. You will not upload any materials that are threatening, pornographic, obscene, harassing, hateful, racially or ethnically offensive or encourages conduct that would be considered a criminal offense, violate any law or is otherwise inappropriate for the profession of educating children in grades PK-8. You may not use the QuaverEd resources or platform in any manner that, in our sole discretion, could damage, disable, overburden, impair or interfere with any other licensed party's use of them. In addition, you agree not to use

false or misleading information in connection with your licensed account, and acknowledge that we reserve the right to disable any Licensee's account with a profile which we believe (in our sole discretion) is false or misleading.

25. Messaging, Chat, Communications Features: The QuaverEd platform provides several communication tools, including video record (teacher and student record) and teacher-student chat mechanisms. By posting information or otherwise using any open communication tools as mentioned, you agree that you will not upload, post, share, or otherwise distribute any content that: (i) is illegal, threatening, defamatory, harassing, degrading, intimidating, fraudulent, racist, and pornographic or contains any type of inappropriate or explicit language; (ii) infringes any trademark, copyright, trade secret, or other proprietary right of any party; or (iii) attempts any type of unauthorized advertising. QuaverEd does not accept any liability for the unauthorized actions of licensed users. QuaverEd will not monitor or access chat or messaging features.

26. Product Warranty, Disclaimer of Warranties: QuaverEd warrants to the Licensee that the Service purchased hereunder shall be free from defects in materials and workmanship and shall conform in all material respect to the specifications, provided the Service in question has been used in accordance with ordinary industry practices and conditions. QuaverEd will not be responsible for use of the Service by any devices not meeting the minimum technical requirements for internal memory, CPU power, or bandwidth, or for use of any device, operating system, or browser version that is unsupported by the manufacturer.

Licensee acknowledges that his/her use may be interrupted or constrained by bandwidth restrictions by the school's Internet provider, firewalls, server malfunctions, and other problems related to the



Licensee's network. Whenever possible, QuaverEd will forewarn all license holders of any planned outage for maintenance or acknowledged technical problems. QuaverEd will perform all service-interrupting planned maintenance after 8:00PM and before 4:00AM pacific time. The foregoing express warranties are limited to QuaverEd and are not transferable and are in lieu of any other warranty by QuaverEd with respect to Services furnished hereunder. Quaver grants no other warranty, or fitness for a particular purpose, either express or implied.

QuaverEd warrants that the Services and content on the Services do not and will not (1) infringe the rights of any third party, including any intellectual property rights or (2) contain any malware or viruses.

27. Service Level Agreement: QuaverEd will make the licensed Service available for your use at least 97.5% of the time for the period one hour before, all during, and one hour after regular school hours, measured monthly. We will endeavor to meet that requirement 24 hours per day. QuaverEd will use its best efforts to resolve any issues causing unavailability as quickly as possible.

28. Commitment to Continuous Improvement: We reserve the right to anonymously track and report any Licensee activity inside of the QuaverEd resources using non-personally identifiable information ("Anonymous Technical Data"). We utilize this data to continually improve our services, balance server loads, and for other technical needs such as browser configuration or anticipation of challenges presented to licensed users by hardware, software or other manufacturers supplying services to the Licensee. Anonymous Technical Data consists only of non-identifying technical Service usage data and does not include any of your Confidential Information, personal information, content, communications, data subject to FERPA or COPPA, or your intellectual property ("Excluded

Data"). Notwithstanding anything else in this Agreement or documents incorporated into it, QuaverEd will not process any Excluded Data to generate Anonymous Technical Data.

29. Account Deactivation: In the event that a user does not login to their QuaverEd account for a period of 12 consecutive months, QuaverEd may deactivate the user's account for security purposes. The account may be reactivated upon user's request to QuaverEd, provided that the license to which the account is registered has not expired.

30. Termination: We may, at our sole discretion, suspend or terminate the Licensee's access to all or part of the QuaverEd resources for breach of these Terms and Conditions. QuaverEd will notify users whose license has been terminated, and provide as much information as is legally permitted related to the reason for QuaverEd's termination of the Licensee's access.

31. Breach of Agreement: In the event that QuaverEd verifies any actions by a Licensee to intentionally and with malicious intent breach the Terms and Conditions of this Agreement, such actions will be grounds for immediate termination of the license(s) of the Licensee. Termination will become effective thirty (30) days after written notice from QuaverEd to the Licensee, if the Licensee has not cured the breach. No refunds or credit for the unused term of the license(s) will be granted. Further action by QuaverEd to recover additional costs of the breach may be initiated.

32. Failure of Quaver to Perform: In the event Licensee believes that QuaverEd has failed to perform under the Terms and Conditions of this Agreement, the Licensee is required to give written notice to QuaverEd with specific details on the allegation of failure and allow 30 days to correct the problem. If the problem is not corrected within 30 days, the Licensee will receive a refund for the unused portion of the license

term and the Agreement is terminated. Notwithstanding anything else in this Agreement, Customer may extend the termination date of this Agreement for up to thirty (30) days upon written notice to QuaverEd. During this period, QuaverEd will use good faith efforts to assist Customer in migrating its data off the Service. QuaverEd will on request provide Customer with a file of all the Customer's proprietary data in a standard file format at no charge. Customer will continue to pay monthly fees as provided under this Agreement for the duration of the transition.

33. Non-Payment: If the Licensee does not pay QuaverEd within 60 days of the due date of the payment for the Licensee's license, QuaverEd may suspend the license until such payment is made, unless you dispute the charge. Timely notice advance will be provided thirty (30) days by QuaverEd to you before any pending suspension for non-payment.

34. Bankruptcy: This Agreement shall terminate, without notice, (i) upon the filing by or against either party of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of either party's debts, (ii) upon either party making an assignment for the benefit of creditors, or (iii) upon either party's dissolution or ceasing to do business, (iv) in the event of QuaverEd's bankruptcy or insolvency, QuaverEd will endeavor to provide a server consisting of all currently licensed materials purchased by the Licensee in order to support the Licensee through the remainder of the license term.

Miscellaneous

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delayed. All obligations of the Parties herein shall be binding upon their respective successors or assignees.

36. Jurisdiction for Disputes; Applicable Law: This Agreement is subject to STATE law without application of its conflict of law's provisions. Jurisdiction and venue for any dispute between the Parties shall be vested exclusively in COUNTY LOCATION. Both parties will comply with all applicable laws related to their performance of this Agreement.

37. Indemnification: To the extent permitted by law, QuaverEd and Licensee hereby indemnify the other and save and hold the other harmless from any and all claims, causes of action, damages, liabilities, costs, losses, and expenses (including legal costs and reasonable outside attorneys' fees) arising out of or connected with any third party claim, demand or action which is inconsistent with any of the warranties, representations, covenants, or agreements such party has made in this Agreement including but not limited to any claim brought by a student user (or the student's family) or any third party as a result of a failure of Licensee to obtain a valid parental consent/waiver which duly authorizes the student's use of the Services and/or materials associated with the Licensee's license.

The Party seeking indemnification will promptly notify the other Party of its request, although the Party's failure to promptly notify will not change that Party's obligations to indemnify except to the extent its ability to do so is prejudiced by the delay. The indemnified Party reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification, in which event the other Party will fully cooperate with the indemnified Party in asserting any available defenses. The Parties agree that the provisions in this section will survive termination of the Terms. Each Party may

also be liable to the other Party for direct damages they cause to the other Party.

38. No Waiver: No waiver or breach of any term or condition of this Agreement shall be construed as a waiver of any other breach of such term or condition, or of any other term or condition, nor shall any failure to enforce any provisions hereunder operate as a waiver of such provision or any other provision hereunder.

39. Enforceability: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, except in those instances where removal or elimination of such invalid, illegal, or unenforceable provision or provisions would result in a failure of consideration under this Agreement, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

40. Force Majeure Event: In the event of an event or circumstance beyond the reasonable control of a Party such as an act of God; strike, lock out or other industrial or trade disputes impacting service delivery (whether involving employees of the Party or a third party); war, threat of war, terrorist act, revolution, riot, civil commotion, public demonstration, sabotage, vandalism; cyber-security attack which could not be prevented by generally-accepted industry best practices, attack to servers, power failure or explosion, governmental restraint of business operations by local, state or federal authorities, natural disasters or weather related emergency conditions (lightning, fire, storm, flood, earthquake)("Force Majeure Event"), a Party shall not be liable for failure to perform this Agreement during the period of the Force Majeure Event. Failure of a Party's vendor to perform is not a Force Majeure Event. The non-delayed Party may terminate this

Agreement on written notice to the delayed Party if the Force Majeure Event lasts longer than thirty (30) days. The delayed Party will notify the non-delayed Party as soon as possible about any Force Majeure Event.

41. Notices. All notices or other communications that are required or permitted under this Agreement must be in writing and will be sufficient if delivered personally or sent by nationally-recognized overnight courier or by certified mail, postage prepaid, return receipt requested, as follows. If to QuaverEd, to the address set forth on the Signature Page. If to Customer, to: DISTRICT PROCUREMENT OFFICE. Either Party may change its notices address upon written notice to the other Party.

42. Subcontractors. Quaver will be responsible for the actions and inactions of its subcontractors and for conforming their actions to the requirements of this Agreement.

43. No Publicity. QuaverEd shall not use Customer's name or logo in marketing or publicity materials or for marketing or publicity purposes without their written consent.

44. Other Provisions. Click through, click to accept, click wrap and similar additional online and other provisions of QuaverEd purporting to establish terms between the parties are void. The Agreement may only be modified by written, signed agreement of the parties. QuaverEd will process all your data in the United States. If there is a conflict between this Agreement and any invoice, order form or other ordering document, this Agreement will take precedence. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties. This Agreement constitutes the



entire agreement between the parties with respect to its subject matter and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to that subject matter.

By using the QuaverEd site, the Licensee understands, acknowledges, and agrees to the Terms and Conditions of this Agreement.

If you have any questions or comments about these Terms and Conditions or our Privacy Policy, you can contact us at: PrivacyDirector@QuaverEd.com

QuaverEd, Inc.

Signature

Date

Printed Name and Title

Signature: *John B. Wack*

Email: jbwack@henrico.k12.va.us

Subscribing LEA: _____

Signature

Date

Printed Name and Title

Falcone, Eileen

From: Quaver Vendors <vendors@quavered.com>
Sent: Tuesday, February 25, 2025 3:34 PM
To: Falcone, Eileen
Subject: Re: RFP 24-2795-12EMF Digital Content

Hello Eileen,

We acknowledge and rescind the marking of our pricing as proprietary.

Thank you,

Katie Champion

RFP Coordinator

Communications Dept. | QuaverEd, Inc.



629-702-7391

Vendors@QuaverEd.com

www.QuaverEd.com

65 Music Square West, Nashville, TN 37203



On Tue, Feb 25, 2025 at 1:47 PM Falcone, Eileen <fal51@henrico.gov> wrote:

We received your proposal for the above mentioned RFP and in it you declared pricing as proprietary. Pricing cannot be declared proprietary as listed on Attachment D of the RFP. Please acknowledge this.

“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.”

Eileen M. Falcone, CPPB

Purchasing Manager

804-501-5637

County of Henrico

Division of Purchasing

PO Box 90775

8600 Staples Mill Road

Henrico, VA 23273-0775





Where Learning Comes Alive



HCPS

HENRICO COUNTY PUBLIC SCHOOLS

The right to achieve.
The support to succeed.

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

February 14, 2025



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2. Tab 1 — Introduction and Signed Forms

a. Cover Letter

February 14, 2025

Eileen M. Falcone
CPPB Purchasing Manager
3820 Nine Mile Road
Henrico, Virginia 23223

Dear Ms. Falcone,

QuaverEd is pleased to submit our response to RFP: 24-2795-12EMF for Digital Content Solutions for K–12 for Henrico County Public Schools. As a trusted educational partner serving over 10 Million students across 50 states and 44 countries, QuaverEd is uniquely qualified to provide innovative, social, and equity-centered learning experiences for HCPS students.

Our digital education curricula, including QuaverMusic, QuaverReady, and QuaverHealth•PE, meet all criteria of the Scope of Work in this RFP.

Our adaptive and customizable instructional resources for Music, Social and Emotional Learning, and Health/Physical Education align with the HCPS Mission and Vision. Combining digital resources designed for inclusive learning with powerful tools beyond a textbook, we spark curiosity through immersive learning. Our emotion-powered resources empower students to achieve their highest potential and prepare them for career success.

We have been a dedicated educational partner with HCPS for the past six years, with our QuaverMusic curriculum being used in 44 of your elementary schools. Building on this solid foundation, we are prepared to seamlessly implement QuaverReady and QuaverHealth•PE to benefit your students, educators, and families.

We look forward to continuing and extending our partnership with Henrico County Public Schools.

Sincerely,



QuaverEd




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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):
QuaverEd, Inc.
ADDRESS:
65 Music Square West
Nashville, TN 37203
FEDERAL ID NO: 20-5213337
SIGNATURE 
NAME OF PE Dr. David V. Mastran
TITLE: President
TELEPHONE: 866-917-3633
FAX: 615-320-3274
EMAIL ADDRESS: Vendors@QuaverEd.com
DATE: 1/30/2025

ATTACHMENT B

Company Legal Name: QuaverEd, Inc.

This form completed by: Signature: _____

Title: President

Date: 1/30/2025

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:
11031911 **-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: ☐

Falcone, Eileen

From: Quaver Vendors <vendors@quavered.com>
Sent: Tuesday, February 25, 2025 3:34 PM
To: Falcone, Eileen
Subject: Re: RFP 24-2795-12EMF Digital Content

Hello Eileen,

We acknowledge and rescind the marking of our pricing as proprietary.

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Katie Champion

RFP Coordinator

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Eileen M. Falcone, CPPB

Purchasing Manager

804-501-5637

County of Henrico

Division of Purchasing

PO Box 90775

8600 Staples Mill Road

Henrico, VA 23273-0775



ATTACHMENT D

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF OFFEROR: QuaverEd, 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
Proprietary Information	4, 11-12, 23, 27-28, 33	Redacted information on these pages contains proprietary information and trade secrets
Images	15, 24-28, 37-40	Images contain proprietary information and trade secrets
Personally Identifiable Information	4, 5-6, 10, 15-22, 41	Personal information of employees and references redacted for privacy
Pricing Information	34, 43-45	Pricing information is proprietary

ATTACHMENT F

DIRECT CONTACT WITH STUDENTS

Name of Offeror: QuaverEd, Inc.

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

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

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

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

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

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

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

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

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


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

And (select one of the following)

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

or

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


ative

Dr. David V. Mastran

Printed Name of Authorized Representative

QuaverEd, Inc.

Printed Name of Vendor

(if different than Representative)

3. Tab 2 — Statement of Scope

QuaverEd’s high-quality curricula meet the scope of services for Henrico County Public Schools. As a current user of QuaverMusic, your district has experienced how our instructional materials ensure consistent content delivery across classrooms. We offer to deliver that same experience through our social-emotional, health, and physical education curricula.

QuaverEd’s instructional approach centers on engaging students through music and emotion-powered learning. Accessible anytime and anywhere there is an internet connection, QuaverEd curricula feature original songs, engaging and age-appropriate animation, and interactive activities that encourage topic retention.

We offer the following instructional curricula for consideration in Henrico County Schools:

- [QuaverMusic](#) — QuaverMusic is a comprehensive, fully digital music curriculum for grades Pre-K–8. Students learn musical concepts through original songs, movement videos, activities, games, assessments, and more.
- [QuaverReady](#) — QuaverReady offers counselors and educators a comprehensive, standards-aligned approach to Pre-K–8 social and emotional learning.
- [QuaverHealth•PE](#) — QuaverHealth•PE is a kinesthetic and interactive Health and PE curriculum for grades K–5. Offering both Health and Physical Education subjects together in one platform, QuaverHealth•PE supports overall wellness.

Our instructional design provides classrooms with digital resources that not only engage students in learning but are customizable and shareable outside the platform. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Each product offers a range of fun activities, including group discussions, videos, songs, role-playing, and more, to practice core concepts. Formative and Summative assessments are offered in each curriculum through quizzes, rubrics, Jeopardy-style quiz challenges, and other progressive measuring tools. QuaverReady offers Skills Survey, an instrument for educators to assess student CASEL skill levels. Based on the results, specific lessons and interventions are recommended.

Tools such as license verification, resource usage, and other applications ensure that implementation progress is achieved. Account administration is easy to use through our District Admin Dashboard included within each product. QuaverEd licenses include free student accounts and can be purchased as a Whole-School license with any number of educator seats for use at alternative program sites.

As a current curriculum supplier to Henrico Public Schools, we support the district's mobile devices, browsers, software, and network specifications. Our cloud-based solution is compatible with current versions of Edge, Safari, and Chrome browsers. As a current partner, we are integrated and rostered with Clever for QuaverMusic. We offer LTI integrations with Schoology, and our products meet [IMS Global/1EdTech Standards](#).

We prioritize accessibility, meeting both the state and national ADA/Section 508 standards, and achieving WCAG 2.2 Level AA compliance. QuaverReady and QuaverHealth·PE are fully accessible. In QuaverMusic, grades K–5 and student-facing resources are currently accessible, with all remaining resources to be converted [REDACTED] All lesson screens will feature an Accessibility Toggle and be able to be used with screen readers.

QuaverEd products are offered as a software-as-a-service (SaaS) model and hosted on Amazon Web Services (AWS) cloud servers located in the U.S. As a current partner, we have the capacity to handle the district's 60,000 users.

QuaverEd maintains the highest industry data security, privacy, and encryption standards, meeting local, state, and federal regulations. Each platform is 1EdTech and iKeepSafe COPPA/FERPA Safe Harbor Certified. QuaverEd does not collect, use, maintain, or share any personal information beyond that needed for authorized educational purposes. Personally identifiable information (PII) is optional for QuaverEd products and the platform is not used to market to any individual. QuaverEd has comprehensive data security procedures for data collection, use, storage, transfer, destruction, and security incident response. HCPS will be able to send requests regarding the alteration of data and content as needed.

QuaverEd platforms offer more than high-quality, on-demand curricula. QuaverEd offers district-level curriculum implementation, product training, and professional development. We offer implementation services, including virtual coaching, lesson modeling, a custom scope and sequence, and more. Our professional development plans encompass a variety of modalities to deliver extended, high-quality product training, development, and support. Educators will find many offerings available inside the QuaverEd platform, including our Help Center and QuaverPLC. Ongoing professional development opportunities include ongoing training, webinars, workshops, special series, and special training events.

4. Tab 3 — Default, Termination and Barred Certification Statement

QuaverEd has never defaulted on any government contract in the last five years. Additionally, the government has never barred the company from participating in any procurement activity.





5. Tab 4 — Offeror Qualifications and Experience

This section includes the following:

- About QuaverEd
- Resumes of QuaverEd Staff

About QuaverEd

QuaverEd is an innovative national curriculum provider reimagining learning through cutting-edge technology and resources. Leading digital learning initiatives to transform classrooms for over 14 years, QuaverEd offers the following products:

 <p>QuaverMusic</p> <p>Bring music to life with teacher-friendly lessons that students will love!</p> <p>Learn More</p>	 <p>QuaverReady</p> <p>QuaverReady provides students with skills for success in school and beyond.</p> <p>Learn More</p>	 <p>QuaverHealth•PE</p> <p>Strengthen the bodies and minds of today's students with engaging health and PE resources.</p> <p>Learn More</p>	 <p>Careers in Music</p> <p>Connecting Passion with Career Readiness</p> <p>Learn More</p>
--	---	---	---

Headquartered on Music Row in Nashville, Tennessee, QuaverEd puts music at the heart of our resources. With 220 full-time professionals and 50 contractors, we are dedicated to the needs of educators. Implementing impactful and inclusive education, QuaverEd creates emotion-powered resources to bring learning to life.

At QuaverEd, creativity and collaboration flourish throughout our six-building campus, where resources are created. Employing artists, graphic designers, audio engineers, and software developers, we create the world's most engaging curriculum. Our staff includes former administrators, educators, and curriculum specialists who understand the educational landscape and its challenges. **Together, we elevate the learning experience and fulfill our mission: to enrich the lives of children.**

Today, our technologically advanced curriculum resources are used worldwide. More than 28,000 schools in all 50 states and 44 countries trust QuaverEd resources.



Resumes of QuaverEd Staff

With 220 full-time paid professionals and 50 contractors, QuaverEd is dedicated to educators' needs. Implementing impactful and inclusive education, QuaverEd creates emotion-powered resources to bring learning to life.

QuaverEd's knowledgeable, highly experienced educators have experience teaching Health and Physical Education, Music, and SEL within school districts and know first-hand the opportunities and challenges facing administrators and teachers today.

The key personnel who will be performing tasks required by this RFP are as follows:

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

This list does not exhaustively list the people who will be working with HCPS over the life of a contract. QuaverEd will bring in other staff and experts from other departments to ensure a successful implementation and continuation of services.

Resumes:

[illegible]

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] [REDACTED]
[REDACTED] [REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
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[REDACTED]

[REDACTED]
[REDACTED]
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[REDACTED]
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6. Tab 5 — Instructional Requirements

Below, we address the instructional requirements in this RFP.

- Instructional Approach
- QuaverEd Authors and Contributors
- Research-Based Digital Tools
- Diversity
- Accessibility
- Instructional Approaches

Instructional Approach

QuaverEd has adopted the instructional design philosophy of *Emotion-Powered Learning*. When students' emotions are activated, they are more engaged and retain the lessons longer. Emotional experiences go to the limbic system, where long-term memory is stored.

Our resources include interactive graphics, animated songs, comic book-like stories, short videos of students, movements reinforcing learning objectives, and role-play, among other features. These resources are designed to engage students and teachers alike in *Emotion-Powered Learning*. We invite you to review our resources and imagine their impact on your students.

QuaverEd Authors and Contributors

To ensure the highest quality and rigorous academic curriculum possible, QuaverEd partners with an array of authors and contributors. This solidifies QuaverEd's commitment to reflecting diversity in culture, languages, traditions, beliefs, and values. We have experienced educators, musicians, composers, and teachers on staff. A highly qualified, dedicated Quaver staff creates and maintains our curriculum. This work is overseen by Vice President of Content, [REDACTED]. Additional information about our contributors for each product includes:

QuaverMusic:

- We work extensively with accomplished music educators from various musical disciplines.
- Our authors include many esteemed names and positions of authority and/or respect they hold within the Orff, Kodály, Gordon, Eastman, Elementary, and General Music communities.

QuaverHealth•PE:

- Experts in social work, mental health, nutrition, child safety, and early childhood development are engaged in QuaverHealth•PE resource creation.
- Our Medical Advisory Panel and Review Board vigorously review all lessons and resources.

QuaverReady:

- With professional certifications in trauma and resilience, our content team members use their professional knowledge to incorporate trauma-informed and restorative strategies throughout the curriculum.
- Contributors include experts in social work, psychology, mental health, special education, counseling, and other disciplines.

We invite you to review our contributor lists below.



Research-Based Digital Tools

QuaverEd products are studied for their effectiveness and efficiency to bring the best digital tools to classrooms. Below, we highlight some statistical studies for QuaverReady and QuaverMusic.

QuaverMusic:

QuaverMusic, used by HCPS Music educators, is celebrated for its easy-to-use lessons, and engaging resources for students. We invite you to review our studies and survey data in this [link](#).

QuaverReady:

SEGMeasurement Study

SEGMeasurement, Inc. (SEG) conducted the most comprehensive statistical evaluation of QuaverReady during the 2020/2021 school year. To quote from their website:

"SEG provides educational publishers, technology providers, schools, and government education agencies program evaluation and product effectiveness research services. Our 30 years of evaluation and research experience allow us to meet your research needs within your budget and time requirements."

The SEG study was undertaken to determine the effectiveness of the QuaverReady curriculum (formerly QuaverSEL). It was designed to comply with the federal government's ESSA (Every Student Succeeds Act) guidance for Tier 2 research.

The SEG study, in fact, used a quasi-experimental design model as required in the Tier 2 guidelines. The study group included comparable students who did and did not receive QuaverReady instruction. The scope of the study was as follows.

SEG found that the students in the treatment group who received QuaverReady instruction achieved significantly greater social and emotional skills growth than their control group peers.

The overall conclusions of the study, as quoted, are:

- *"Students receiving QuaverReady instruction show considerably more growth in social and emotional skills, particularly in self-awareness, self-management, and responsible decision-making.*
- *"The observed effect sizes are particularly impressive considering the length of the study; students achieved those gains over about 16 weeks of instruction. Moreover, given competing instructional priorities, this level of growth is substantial; in most cases, students received instruction one to two days per week and on average 30 to 60 minutes per week.*
- *"The survey responses of participating teachers clearly echoed the quasi-experimental study findings. Combined with their reported high likelihood of future use and the high likelihood of recommending QuaverReady to colleagues, this study can conclude that teachers thought QuaverReady was an effective instructional tool."*

It is noteworthy to know that the growth in SEL skills attributable to the QuaverReady curriculum was the same across student gender, ethnicity, and grade level.

The SEGMeasurement study was also peer-reviewed and presented at the June 2021 annual meeting of the AACE (Association for the Advancement of Computing in Education) EdMedia Conference.

To read the full 34-page SEG Measurement study, please visit: [SEGMeasurement Study](#)

University of Illinois at Urbana-Champaign Study

Professor Kevin Tan of the University of Illinois at Urbana-Champaign conducted an additional independent study. The study was conducted through the School of Social Work during the 2020–2021 academic year.

The study included 40 social workers who used QuaverReady in their schools for two semesters. Professor Tan's evaluation showed that 32.5% of the students showed an observable *improvement in SEL skills* above what would otherwise be expected. Additionally, 25.9% of the students showed an *improvement in academic scores* over what would be expected.

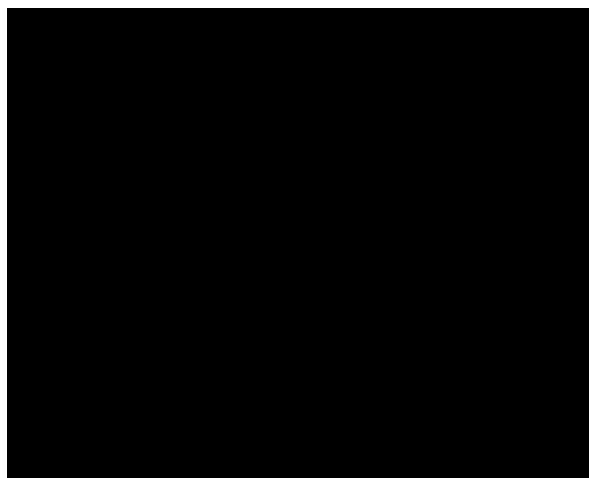
The results were overwhelmingly favorable regarding the assessment of the educators and students. The study summary can be downloaded here: [Professor Tan Study](#)

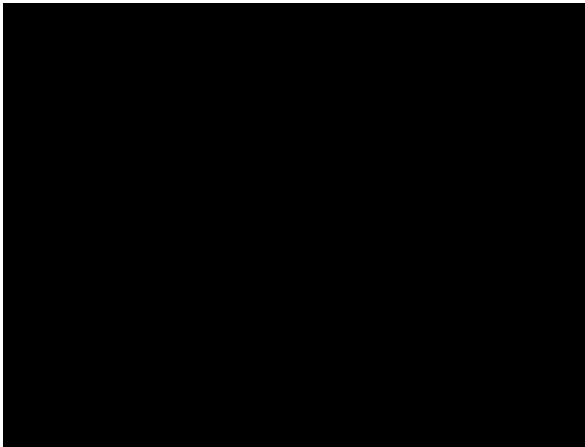
Addressing the Needs of All Students

QuaverEd believes that every student's unique strengths and needs should be recognized to establish a safe and welcoming environment for students.

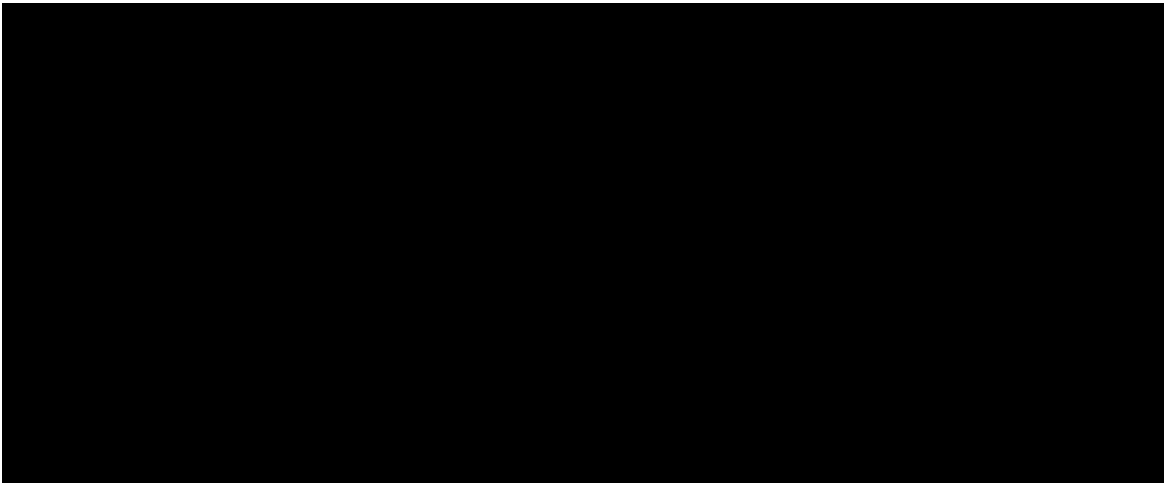
Our instructional materials contain real-life experiences and connections representing diverse cultures and viewpoints. These resources assist educators in teaching cultural identities and support student learning.

All of our curriculum resources are representative of the populations of students we serve. Throughout our resources, students will experience characters and people of various genders, ages, and abilities.





QuaverEd resources are designed for elementary school programs. As a result, we are focused on providing age- and content-appropriate resources for each grade from Pre-K through 8th grade. Our content is designed to match students' learning capacities and interests by grade level. We use diverse animated characters for the lower grades and more videos of students and adults for the 4th through 8th Grades. We also tailor lessons to each grade's reading and vocabulary levels.



QuaverEd curriculum resources have been designed for ELL students and bilingual and dual-language Immersion programs.

QuaverEd offers educators the option of teaching in English or Spanish or with English and Spanish screens side-by-side.

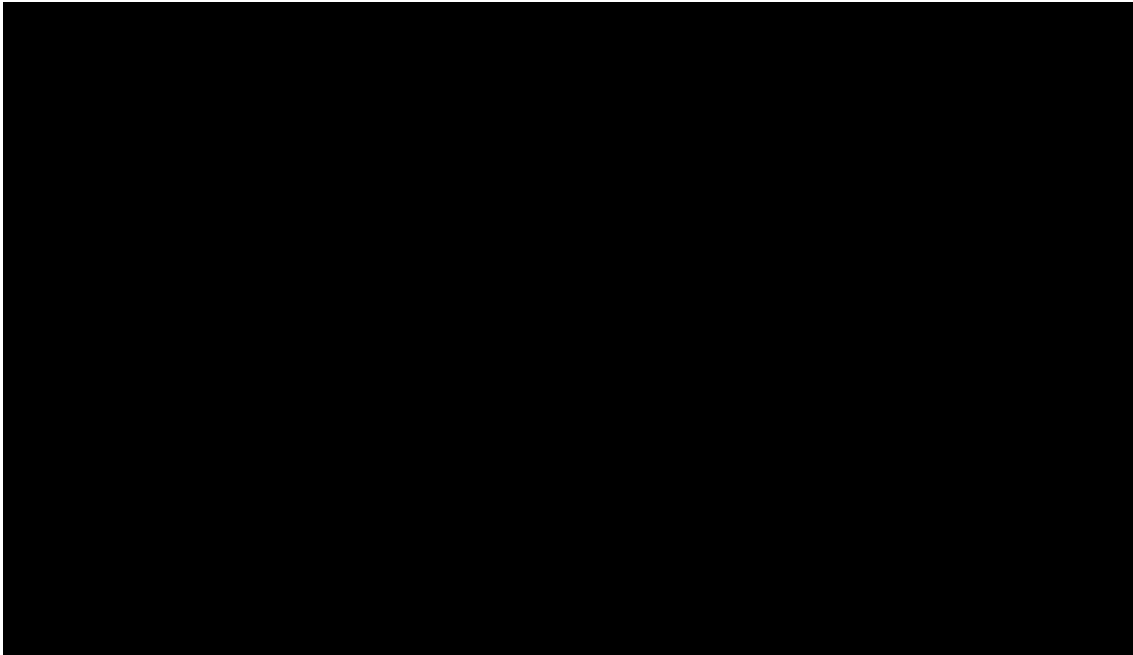
This allows students learning English to participate confidently with their classmates while understanding how English words and phrases are used in context. QuaverReady, QuaverHealth•PE, and QuaverMusic resources for K–5 are offered in English and Spanish. The remainder of QuaverMusic resources are scheduled to be completed by 2025.

Accessibility

QuaverEd, Inc., is committed to meeting the federal government standards and requirements as described in Title II of the Americans with Disabilities Act [ADA] and Section 508 of the Rehabilitation Act. We are also dedicated to achieving and maintaining Level AA compliance with the Web Accessibility Guidelines [WCAG 2.2] as defined by the World Wide Web Consortium [W3C].

QuaverReady, QuaverHealth·PE, QuaverMusic grades K–5, and all student-facing resources are currently fully accessible. All remaining lessons and resources will be converted by [REDACTED].

All accessible Quaver lessons feature an Accessibility Toggle. When the Accessibility Mode is launched, the original screen is replaced by its accessible alternative. Information on Quaver Accessibility options and features can be found on our website.

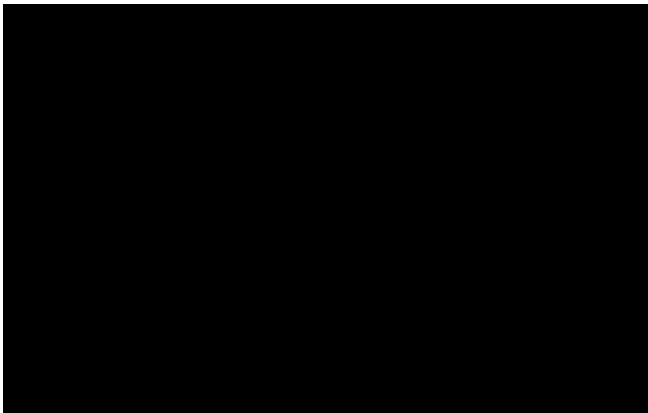
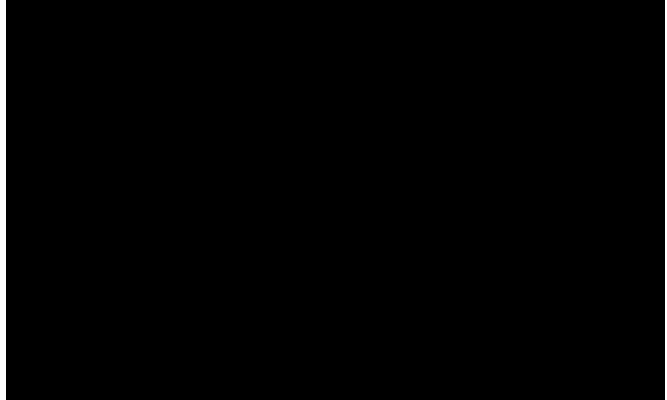


Instructional Approaches

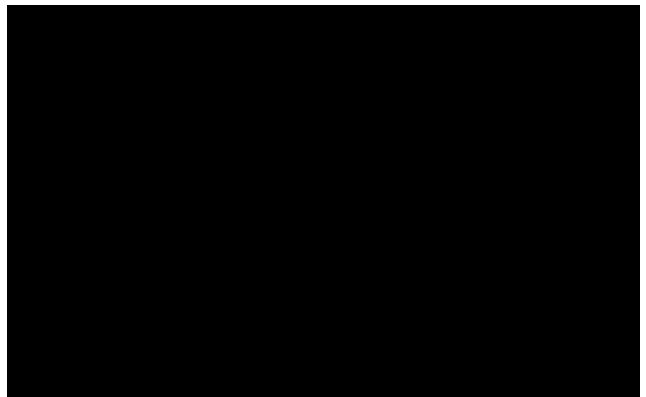
QuaverEd lessons and resources provide various instructional approaches for teachers to enhance or expand instruction.

Lessons can be expanded, extended, or reordered to allow educators to create custom assignments for students. These customizations can be done for groups, individuals, or whole classes. Below, we highlight our expansion and customization features.

Resource Manager allows educators to search for all instructional resources by type, topic, or grade level. Extended or expanded lessons and activities can be saved in Resource Folders for future use or additional customization.



Resource Creation Screens allow teachers to create custom screens. These include Multimedia Slides, YouTube Videos, Audio Playlists, Quizzes, Custom Rubrics, and more. Custom screens are saved in Resource Manager and can be used for teaching or distributed to student accounts.



7. Tab 6 — Service Approach, Implementation and Technical Requirements

a. Provide detailed information about the Professional Development and training being offered. This shall include whether it is virtual or in person, how many may attend and the number of hours being offered.

Our professional development plans encompass a variety of modalities to deliver high-quality product training, development, and support. Educators will find a robust number of offerings available throughout the QuaverEd platform. Customized training is available in in-person, virtual, and asynchronous formats.

Initial training consists of Level 1 training and is included in the curricula cost. A minimum of 5 educators is required for virtual training and 10 for in-person training. Groups can include any number of participants, but it is suggested to break groups of 50 or more into separate training sessions. The initial Level 1 training can be done in person, virtually, or asynchronously. These sessions take up to 1-4 hours, depending on the training format.

After the initial Level 1 training sessions, we offer a variety of support, including free digital check-ins. Through QuaverPLC, all educators are offered ongoing training and professional learning opportunities beyond traditional product training. A menu of these options is featured below. These training and options can be customized based on HCPS needs and can be in-person or virtual.

QuaverPLC Offerings

Product Training:

- **Webinars** — Free webinar sessions on various topics are available throughout the school year. Learn how to incorporate Quaver resources into school events and holidays each season to enhance learning.
- **Product Training Videos** — Educators can access these in-depth Beginner and Advanced training videos to learn how to use features and tools in QuaverEd products. As upgrades are introduced, educators can access videos that provide detailed overviews and suggestions for incorporating into instruction.
- **Lesson Demonstrations** — Watch QuaverEd content come to life with lesson demonstrations or activities modeled by training team members.

Content Expertise:

- **Workshops** — Specialized QuaverEd workshops are designed to further content expertise and skill development in music, health, PE, and educator and student wellness. They are available in multiple formats and can be customized to meet your needs.

QuaverCon:

- A two-day, biannual summer virtual event with webinars, workshops, and discussions.

QuaverEd also offers Customer Service via phone, email, or chat. Our Live Hotline Support can be reached at (866) 917-3633. It is available Monday through Friday between 7 a.m. and 6 p.m. (Central Time). Our Customer Service Team is staffed with dedicated educators and technology specialists. They can assist you and provide guidance as questions arise. Customer service is also available via our Chat Support. This icon is located in the lower-right corner of the dashboard.

b. Describe in detail the proposed data exchange solution.

The QuaverEd application can be utilized without an SSO and rostering integration, however, data integrations are available and supported. QuaverEd offers SSO integrations for user account provisioning and user authentication via any of the following methods: Canvas, ClassLink, Clever, Google, Schoology, LTI 1.3, SAML 2.0 (including ADFS and LDAP interfaces). In addition to SSO, QuaverEd supports the exchange of roster data via any of the following methods: ClassLink OneRoster API, Clever Secure Sync, Google Classroom API, Infinite Campus API, OneRoster CSVs, Powerschool API. Roster data is synced nightly for the entire district and on demand whenever a teacher logs in. For supported platforms, QuaverEd provides technical support for District SSO integrations. Should you require subsequent data integrations (beyond an initial SSO integration), there may be a fee incurred for those services.

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.

QuaverEd currently only supports 1 teacher per class. There is no limit to the number of schools a teacher or student can be associated with.

d. Provide a detailed description of the implementation and support the solution has for LTI version 1.1 ® or higher certified as a Tool Provider (TP) with our LMS Solution (Schoology). If the system is available to be hosted on premises, the offeror shall describe:

QuaverEd is certified by 1EdTech as an LTI 1.3 Advantage application, supporting gradebook passback, name and role provisioning, and rostering via LTI: <https://site.imsglobal.org/certifications/quavered/quavered-lti-curriculum>. QuaverEd has been tested and implemented extensively in Schoology. QuaverEd authenticated LTI 1.3 resource links can also be placed in the Schoology environment via Thin Common Cartridge 1.3. QuaverEd currently launches in a separate tab and does not embed its resources within the Schoology LMS environment.

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

QuaverEd systems would not be hosted on campus. For more information on District IT support for whitelisting, device requirements, and general troubleshooting, visit <https://www.quavered.com/district-it-support/>.

i. Detailed system architecture including hardware needed for redundancy and scalability

Not Applicable

ii. Detailed specifications for required and recommended hardware.

Not Applicable

iii. Specifications for operating system platform and version for all hardware.

Not Applicable

iv. Specifications for network configuration to support the solution.

Not Applicable

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

Not Applicable

vi. Any product-dependent database must be a centralized and non-disbursed model to ensure continuity of data.

Not Applicable

vii. Recommendations for a comprehensive backup solution (system and application data), including whether the solution has a built-in backup system and how the system handles the backup of open files.

Not Applicable

viii. Recommendations for protecting against system and application data loss.

Not Applicable

ix. Detailed information related to disaster recovery capabilities and processes.

Not Applicable

x. Recommendations for preventing single points of failure which could make the system inaccessible.

Not Applicable

xi. The types and levels of technical support available.

Not Applicable. QuaverEd does offer technical support for our products.

xii. Procedures for remote support of self-hosted servers

Not Applicable

xiii. The process, frequency, and communication protocol for system updates

Not Applicable

xiv. Detailed information about potential software incompatibilities including virus protection and other system software or utilities.

Not Applicable

xv. Additional hardware required for basic or advanced functionality. Any tools available to measure system responsiveness.

Not Applicable

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

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

QuaverEd is a digital platform with a sophisticated web architecture. While all systems are designed and managed by QuaverEd, our web hosting infrastructure is provided by Amazon Web Services (AWS). QuaverEd does not explicitly disclose any sensitive data to AWS, but the data in QuaverEd's possession is stored on AWS systems within the United States.

QuaverEd will make the licensed Service available for your use at least 97.5% of the time for the period one hour before, all during, and one hour after regular school hours, measured monthly. We will endeavor to meet that requirement 24 hours per day. QuaverEd will use its best efforts to resolve any issues causing unavailability as quickly as possible.

The effective license duration for each Licensee (also referred to as the "Term") shall be noted on the User's invoice and within the site license User Information profile. In most instances, our license terms are July 1 – June 30, to correspond with the academic year. The term of this Agreement will last for the duration of any active license in an ordering document such as an invoice.

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.

QuaverEd is powered by Amazon Web Services and in-house experts. Our cloud-based Content Delivery Network supports the most reliable and fastest network possible for your classroom or school.

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

QuaverEd has a robust data security program in place to ensure the protection of the data we handle and to comply with all legal regulations, including FERPA and COPPA. We have a comprehensive data security manual detailing procedures for data collection, use, storage, transfer, destruction, and security incident response. All QuaverEd employees with access to sensitive data undergo criminal background checks, attend annual data security training, and sign confidentiality agreements. Please see [QuaverEd.com/privacy-policy/](https://quavered.com/privacy-policy/) for more information.

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

QuaverEd is currently finalizing its SOC 2 Type 2 audit report. A letter of engagement for the SOC 2 Type 2 audit will be provided. [REDACTED]

[REDACTED]

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

QuaverEd has a dedicated disaster recovery plan in place to cover all essential and critical infrastructure elements, systems and networks, in accordance with key business activities. The disaster recovery plan is tested annually and appoints a disaster recovery team to be in charge of recovering QuaverEd’s capabilities in case of a disaster. QuaverEd’s disaster recovery plan includes full internal network and production backups via Amazon Web Services. The backups are made daily, kept for 30 days, and allow for full recovery of QuaverEd’s data to a point-in-time in under 24 hours. QuaverEd’s production database also has 2 additional concurrent instances to ensure redundancy.

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

A minimum per-user bandwidth specification for utilizing QuaverEd’s product is 10Mbps.

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

Access to district data outside of the web-based application can be configured via SFTP upon request. There is no publicly available API or recurring data outflow configured. Districts may request exports of data sets or special data sets, there may be a fee incurred for those services. Our standard employee billing rate is [REDACTED] for technical services such as custom data extraction or integrations services beyond the initial service. We will communicate any conditions warranting a fee-for-service in advance of providing such service and obtain budget approvals and your written approval before beginning any work.

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.

Application updates on QuaverEd infrastructure are evaluated and applied at least monthly. Minor OS/kernel updates (AMI/Service Packs/Windows Updates) including needed reboots shall be evaluated and applied at least quarterly. Full Major OS version updates to be evaluated and applied within 2 years of public release. Any critical system patches that are needed to maintain security will be given priority and patched as soon as possible. There is no district downtime for system patches, as they are applied outside of operating hours. In the event that a critical patch is required during operating hours, clients will be notified by email and application notification.

ix. Any tools available to measure system responsiveness.

QuaverEd does not provide tools to districts for system responsiveness. QuaverEd does have internal responsiveness reporting via AWS CloudWatch.

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

There are no explicit limits enforced on data storage or the number of student users. QuaverEd does put a limit on teacher accounts based on the number of license seats that have been purchased by the entity.

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.

QuaverEd’s solution is hosted on Amazon Web Services, which includes multiple service sites and redundant internet providers for stability and reliability of the application itself. QuaverEd’s support operations have a primary internet service provider, a backup internet service provider, and lastly distributed remote work VPN-secured operations in the case of persistent outage.

xii. Provide all documentation for each piece of software equipment, or software, including copyright information, all operator and user manual, training materials necessary for the proper and successful use of the software where an installation or configuration on HCPS network or devices are needed.

There is no installation or configuration of HCPS network or devices needed to run or access the QuaverEd application outside of domain whitelisting:

To ensure teachers and students are able to access their curriculum resources and assignments, please ask your IT department to whitelist all subdomains of the following domains:

- QuaverEd.com
- QuaverMusic.com
- QuaverMIC.com

Whitelisting these domains will prevent students and teachers from experiencing any barriers to their QuaverEd resources, including the possibility of the website being restricted or blocked by a school or district server.

8. Tab 7 — Generative AI

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

QuaverEd does not use Generative AI. Please view our Privacy Policy for more detailed information:
QuaverEd.com/privacy-policy/

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.

Not Applicable

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.

Not Applicable

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

Not Applicable

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.

Not Applicable

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

Not Applicable

9. Tab 8 — Reporting and Monitoring

In this section, we will discuss:

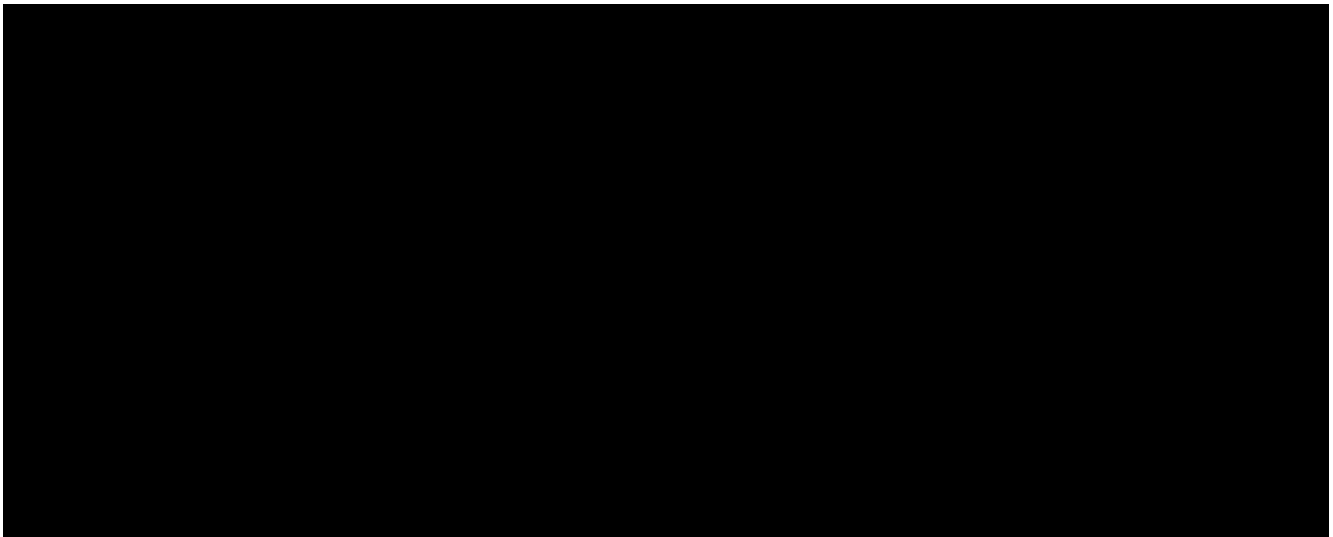
- Assessments and Tracking Progress
- Tracking Usage and Progress

Assessments and Tracking Progress

QuaverEd curricula include diagnostic, formative, and summative assessments for analysis and data-driven decision-making. We provide short examples of these assessments below.

QuaverMusic:

QuaverMusic provides educators with numerous summative and formative assessments to determine students' progress. We provide ample opportunities for testing before, during, and after instruction throughout the year. Assessments can be given by grade level, unit, or Core Arts Standards. Unit quizzes and challenge games are pre-built to assess mastery of musical concepts.



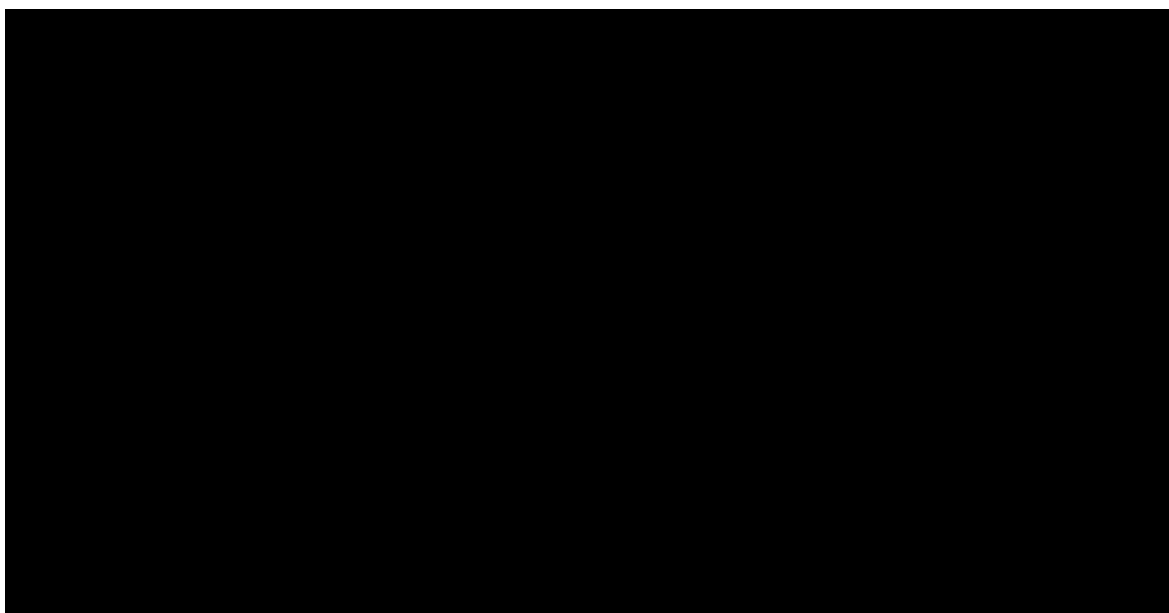
QuaverReady:

QuaverReady provides assessment and reporting features to measure student mastery of concepts. These include formative assessments, progress trackers, CICO worksheets, and customized rubrics. Reports measure curriculum effectiveness and usage and can be summarized by class, teacher, and school. Monthly reports measuring implementation progress are included.

A new suite of student assessments through the new Quaver Survey Management System offers detailed reporting and screening for behavior and progress monitoring throughout the year.

The assessments from the survey can be used for multiple purposes, depending on the educator or administrator's needs. These purposes include:

- Assessing the social and emotional competencies of the students;
- Measuring the progress of students in achieving social and emotional competencies;
- Screening individual students potentially at risk for developing social and emotional issues;
- Recommending QuaverReady lessons and interventions for responding to social and emotional issues; and
- Evaluating the effectiveness of specific lessons or interventions in addressing social and emotional issues.

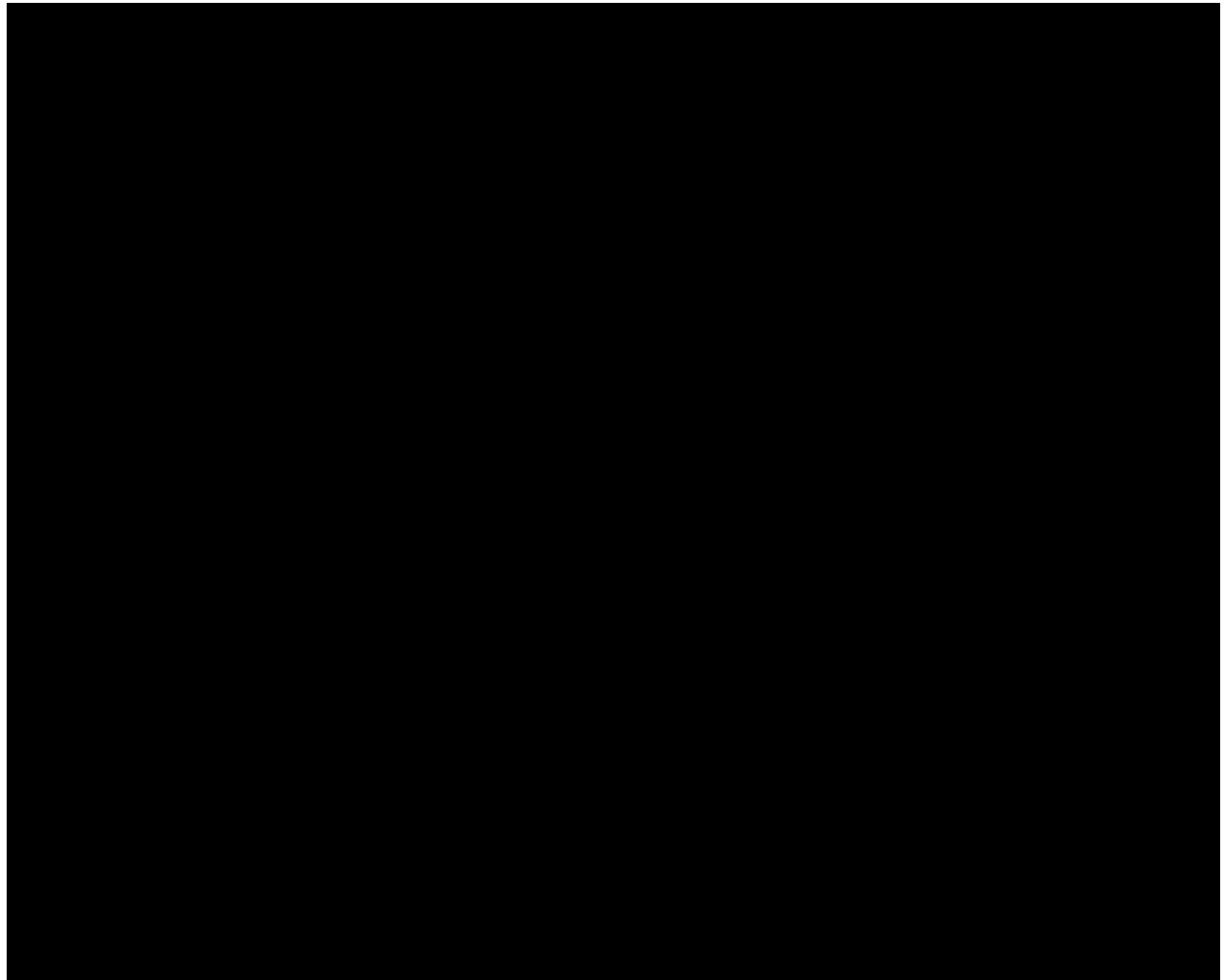


Visit the link below to get the Skills Survey User's Guide.

[Survey Users Guide](#)

QuaverHealth•PE:

QuaverHealth•PE lessons include a variety of formal and informal assessments to review content and check for student understanding. Health modules include worksheets, pre-written assessments, note trackers, and exit tickets. PE lessons include lessons that assess skills and goal progress check-ins.



Tracking Usage and Progress

Each QuaverEd curriculum includes a District Administration Dashboard with tools to ensure implementation fidelity.



The first tool is for license verification. This tool verifies what teachers and counselors are licensed within the district at each school. License verification reports are produced that allow teacher swaps or deleting old teachers and adding new ones. Reports are generated to verify licenses, allowing for updating teacher information in the system.

Usage Reports offer flexibility in selecting date ranges and reporting levels, including school and teacher levels. The reports show which teachers and school counselors are using the curriculum. Examples of a QuaverReady usage report at the school level are shown below. The platform allows you to track resource usage at the individual teacher level. You can see daily usage for the entire month and view exactly which resources each teacher used on any given day.

Exhibit 8-5: QuaverReady Usage Report Exhibit

Search...

Download:

CSV

|

Excel

unlicensed/expired

unregistered

Licensee	Expand All Users	Resource Launches	Sep 2024	Oct 2024	Nov 2024	Dec 2024	Jan 2025
AIKEN EL		1513	462	357	351	228	115
BENAVIDES EL		1765	664	553	282	202	64
BRITE ELEMENTARY		921	295	365	143	89	29
BURNS EL		1459	505	390	224	245	95
CANALES EL		2143	661	690	402	264	126
CHAMPION EL		3256	2109	1389	614	794	290
CROMACK EL		2304	615	816	377	300	196
Cromack-Castaneda Elementary		1736	362	581	323	361	109

Reports on licenses that have not been registered or those registered but not used are also available.

10. Tab 9 – References

QuaverMusic

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QuaverReady

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QuaverHealth•PE

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11. Tab 10 — Pricing/Cost Proposal

QuaverEd offers its curricula under a license model. Each school or district pays for licenses to utilize QuaverEd resources. These licenses encompass student users, parent access, and educator accounts, including all resources and quarterly updates. Pricing is typically based on a “Whole School” model. This section includes these pricing options.

SSO integration is free of charge, but Rostering may incur a fee depending on the work and maintenance involved. We assess this cost for any data outside of the OneRoster format.

Falcone, Eileen

From: Quaver Vendors <vendors@quavered.com>
Sent: Tuesday, February 25, 2025 3:34 PM
To: Falcone, Eileen
Subject: Re: RFP 24-2795-12EMF Digital Content

Hello Eileen,

We acknowledge and rescind the marking of our pricing as proprietary.

Thank you,

Katie Champion

RFP Coordinator

Communications Dept. | QuaverEd, Inc.



629-702-7391

Vendors@QuaverEd.com

www.QuaverEd.com

65 Music Square West, Nashville, TN 37203



On Tue, Feb 25, 2025 at 1:47 PM Falcone, Eileen <fal51@henrico.gov> wrote:

We received your proposal for the above mentioned RFP and in it you declared pricing as proprietary. Pricing cannot be declared proprietary as listed on Attachment D of the RFP. Please acknowledge this.

“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.”

Eileen M. Falcone, CPPB

Purchasing Manager

804-501-5637

County of Henrico

Division of Purchasing

PO Box 90775

8600 Staples Mill Road

Henrico, VA 23273-0775



11. Tab 10 – Pricing/Cost Proposal

QuaverEd offers its curricula under a license model. Each school or district pays for licenses to utilize QuaverEd resources. These licenses encompass student users, parent access, and educator accounts, including all resources and quarterly updates. Pricing is typically based on a “Whole School” model. This section includes these pricing options.

SSO integration is free of charge, but Rostering may incur a fee depending on the work and maintenance involved. We assess this cost for any data outside of the OneRoster format.

Item Description	Cost*
QuaverMusic K–8 Curriculum Whole-District License	<ul style="list-style-type: none"> • 1 Year: \$93,600.00 • 3 Year: \$280,800.00 • 5 Year: \$425,880.00
K–5 Curriculum Pricing Per School Site	<ul style="list-style-type: none"> • 1 Year: \$1,800.00 • 3 Year: \$5,400.00 • 5 Year: \$8,190.00
6–8 Curriculum Pricing Per School Site	<ul style="list-style-type: none"> • 1 Year: \$900.00 • 3 Year: \$2,700.00 • 5 Year: \$4,095.00
• Modules cover the school year	Included
• <i>QuaverMusic</i> – Customizable Lesson Plans, Lesson Plan Presenter, Teacher GradeBook, Auto-Graded Assessments, ClassPlay, Bach’s Brain, World Music, and Online Quaver Classrooms	Included
• Student accounts for each school	Unlimited
• Rostering/SSO integration for supported platforms	Included
• Printing of resources, lesson plans, and worksheets	Included
• Content updates	Included
Professional Development	
• Live virtual training workshop (up to 2 hours)	Dependent with District Purchase
• Live virtual training check-in (up to 1 hour)	Dependent with District Purchase
• On-demand video training courses available 24/7	Included

*QuaverMusic includes online access for all staff for each school building. An unlimited number of student accounts are included at no additional cost. Sales tax will be included on final invoice unless Tax Exempt Certificate is included at time of purchase. Credit card orders over \$10,000 may be subject to a 3% processing fee.

Item Description	Cost*
QuaverReady K–8 Curriculum Whole-District License	<ul style="list-style-type: none"> • 1 Year: \$128,400.00 • 3 Year: \$385,200.00 • 5 Year: \$584,220.00
K–5 Curriculum Pricing Per School Site	<ul style="list-style-type: none"> • 1 Year: \$2,400.00 • 3 Year: \$7,200.00 • 5 Year: \$10,920.00
6–8 Curriculum Pricing Per School Site	<ul style="list-style-type: none"> • 1 Year: \$1,500.00 • 3 Year: \$4,500.00 • 5 Year: \$6,825.00
• Modules cover the school year	Included
• <i>QuaverMusic</i> – Customizable Lesson Plans, Lesson Plan Presenter, Teacher GradeBook, Auto-Graded Assessments, ClassPlay, Bach’s Brain, World Music, and Online Quaver Classrooms	Included
• Student accounts for each school	Unlimited
• Rostering/SSO integration for supported platforms	Included
• Printing of resources, lesson plans, and worksheets	Included
• Content updates	Included
Professional Development	
• Live virtual training workshop (up to 2 hours)	Dependent with District Purchase
• Live virtual training check-in (up to 1 hour)	Dependent with District Purchase
• On-demand video training courses available 24/7	Included

*QuaverReady includes online access for all staff for each school building. An unlimited number of student accounts are included at no additional cost. Sales tax will be included on final invoice unless Tax Exempt Certificate is included at time of purchase. Credit card orders over \$10,000 may be subject to a 3% processing fee.

Item Description	Cost*
QuaverHealth•PE K–5 Curriculum Whole-District License	<ul style="list-style-type: none"> • 1 Year: \$96,600.00 • 3 Year: \$289,800.00 • 5 Year: \$439,530.00
K–5 Curriculum Pricing Per School Site	<ul style="list-style-type: none"> • 1 Year: \$2,100.00 • 3 Year: \$6,300.00 • 5 Year: \$9,555.00
• Modules cover the school year	Included
• <i>QuaverMusic</i> – Customizable Lesson Plans, Lesson Plan Presenter, Teacher GradeBook, Auto-Graded Assessments, ClassPlay, Bach’s Brain, World Music, and Online Quaver Classrooms	Included
• Student accounts for each school	Unlimited
• Rostering/SSO integration for supported platforms	Included
• Printing of resources, lesson plans, and worksheets	Included
• Content updates	Included
Professional Development	
• Live virtual training workshop (up to 2 hours)	Dependent with District Purchase
• Live virtual training check-in (up to 1 hour)	Dependent with District Purchase
• On-demand video training courses available 24/7	Included

*QuaverHealth•PE includes online access for all staff for each school building. An unlimited number of student accounts are included at no additional cost. Sales tax will be included on final invoice unless Tax Exempt Certificate is included at time of purchase. Credit card orders over \$10,000 may be subject to a 3% processing fee.

12. Tab 11 – Exceptions

QuaverEd has no exceptions to the Scope of Services and General Terms and Conditions of this RFP.

13. Tab 12 – Assumptions

QuaverEd has no assumptions.

14. Tab 13 – Appendices

[QuaverMusic Brochure](#)

[QuaverReady Brochure](#)

[QuaverHealth•PE Brochure](#)



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