COUNTY OF HENRICO
DEPARTMENT OF FINANCE
PURCHASING DIVISION
CONTRACT EXTRACT
NOTICE OF AWARD/RENEWAL

DATE:	July 1, 2025
CONTRACT COMMODITY/SERVICE: *(include contracting entity if cooperative)*	Digital Content Solutions for K-12
CONTRACT NUMBER:	2795F
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:	Imagine Learning
Address:	100 S. Mill Ave. #1700
City, State:	Tempe, AZ 85281
Contact Name:	Jonathan Brown
Phone Number:	804-467-5962
Email address:	Jonathan.brown@imaginelearning.com
ORACLE SUPPLIER NUMBER:	565499
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. 2795F

This Non-Professional Services Contract (this "**Contract**") entered into this 1st day of July 2025, by Imagine Learning LLC (**the "Contractor"**) and the County school Board of Henrico, Virginia ("**HCPS**").

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

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

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

COMPENSATION: The compensation HCPS will pay to the Contractor under this Contract shall be pursuant to Exhibit F. Any quotes or invoices issued by Imagine Learning must include a reference to contract 2795F and must not require a signature by HCPS. HCPS will issue a purchase order to Imagine Learning, and such purchase orders will include a reference to contract 2795F.

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

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

1. This Non-Professional Services Contract between the County and Contractor;
2. License Agreement Addendum (Exhibit A);
3. Virginia School Data Privacy Agreement (Exhibit B);
4. Imagine Learning End User Terms of Service Ver. 1.0; last revised January 1, 2022 (Exhibit C);
5. Imagine Learning LLC Terms and Conditions of Company Services (Exhibit D);
6. The Negotiated Modifications (Exhibit E);
7. The General Contract Terms and Conditions included in the Request for Proposals;
8. **Contractor's** BAFO (Exhibit F);
9. **Contractor's Original Proposal dated** February 5, 2025 (Exhibit G);
10. The Scope of Services included in the Request for Proposals.

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

Imagine Learning LLC

100 S. Mill Ave. #1700
Tempe, AZ 85281

Signed by:

Leslie Curtis

D9B1A55741094F4...
_____
Signature

Leslie Curtis EVP, Chief Administrative Officer
_____
Printed Name and Title

June 25, 2025
_____
Date

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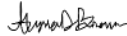Virginia
P O Box 90775

Henrico, VA 23273-0775

Oscar Knott
_____
Signature

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

06/26/2025
_____
Date

APPROVED AS TO FORM

_____
Assistant County Attorney

EXHIBIT A

LICENSE AGREEMENT ADDENDUM

The County School Board of Henrico County, Virginia (**"County"**) and Imagine Learning LLC, a Delaware a limited liability company (**"Licensor"**), are entering into Contract No. 2795F for Digital Content Solutions for K-12 (**"Agreement"**). Licensor has requested that its End User Terms of Service Ver. 1.0 , last updated January 1, 2022 (**"Contract"**) be incorporated by reference into the Agreement. This **License Agreement Addendum ("LAA")** (i) is attached to the Agreement and incorporated therein by reference, governing the use of all software licensed by the County **thereunder ("Software")**, and (ii) modifies and supersedes the Contract to the extent the Contract and the LAA are in conflict.

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

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

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Q. Applying UCITA except as may be required by Section 59.1-501.15 of the Code of Virginia;

R. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;

S. Requiring that the County waive any immunity to which it is lawfully entitled;

T. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;

U. Obligating the County beyond approved and appropriated funding;

V. Permitting Licensor to unilaterally modify the Contract;

W. Having the Contract supersede agreements negotiated by the parties;

X. Renewing or extending the Contract beyond the term set forth in the Agreement or automatically renewing the Contract;

Y. Requiring the purchase of a new release, update, or upgrade of Software, or subsequent renewal or maintenance, in order for the County to receive or maintain the benefits of **Licensor's** indemnification of the County against any claims of infringement on any third-party intellectual property rights;

Z. Prohibiting the County from transferring or assigning to any entity the Contract or any license to Software granted pursuant to the Contract;

AA. Making the County liable to pay Licensor's **travel expenses, including transportation,** meals, lodging, and incidental expenses, other than those explicitly approved by the County in advance; or

BB. Requiring the County to notify Licensor when making disclosures permitted or required under the Virginia Freedom of Information Act.

2. Licensor represents and warrants that it is the owner of the Software or otherwise has the right to grant to the County the license to use the Software without violating or infringing any law, rule, regulation, copyright, patent, trade secret, or other proprietary right of any third party.

3. Licensor agrees to indemnify, defend and hold harmless the County and **the County's officers,** agents, and employees, from any claims, damages, suits, actions, liabilities and costs of any **kind or nature, including attorneys' fees,** that arise out of or result from: (i) any negligent act, negligent omission, or intentional or willful conduct of any employee, contractor, or agent of Licensor; (ii) any material breach of any representation, warranty, or covenant of Licensor; (iii) any defect in the Software; or (iv) any actual or alleged infringement or misappropriation **of any third party's intellectual property rights by any of the Software.**

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

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5. If Licensor provides any update or upgrade subject to additional payment or subject to the acceptance of additional terms and conditions, the County will have the right to reject such update or upgrade.

6. The person signing below for Licensor represents and warrants that he or she is duly authorized to execute and deliver this LAA on **Licensor's behalf**.

7. This LAA and the Agreement shall take effect simultaneously.

8. This **LAA may be modified by the parties' mutual agreement. Any modifications shall be** reflected in a separate document.

Imagine Learning LLC	County School Board of Henrico County, Virginia
Signed by: *Leslie Curtis*	*Oscar Knott*
Signature	Signature
Leslie Curtis EVP, Chief Administrative Officer	Oscar Knott, CPP, CPPO, NIGP-CPP, VCO
Printed Name and Title	Purchasing Director
June 25, 2025	06/26/2025
Date	Date

APPROVED AS TO FORM

_____

Assistant County Attorney

Version 10.2.24

Exhibit B

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

Imagine Learning LLC (hereinafter referred to as "Provider") on

_____ The Parties agree to the terms as stated herein.

RECITALS

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

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

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

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

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

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

ARTICLE I: PURPOSE AND SCOPE

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

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

~~Digital supplemental curriculum including Imagine Language & Literacy, Image Math and Imagine Math Facts~~

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 <u>Exhibit "B"</u>:

~~Digital supplemental curriculum including Imagine Language & Literacy, Image Math and Imagine Math Facts~~

4. **DPA Definitions**. The definition of terms used in this DPA is found in <u>Exhibit "C"</u>. 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 shalt 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 securly destroy all division data obtained under the service agreement. Prior to disposal of the data, provider shall notify Division in writing of it option to transfer data to a separate account, pursuant to Article 2, Section 3, above. In new event shelters provider dispose of data pursuant to this provision unless and until provider has received affirmative written confirmation from Division that data will not be transferred to a separate account.

6) **Advertising Prohibition**. Provider is prohibited from using or selling Division Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing or advertising efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to Client; or (d) use the Division Data for the development of commercial products or services, other than as necessary to provide the Service to Client. This section does not prohibit Provider from generating legitimate personalized learning recommendations or other activities permitted under Code of Virginia § 22.1-289.01.

7) **Penalties.** The failure to comply with the requirements of this agreement could subject Provider and any third party to all allowable penalties assessable against Provider under state and federal law. In the event the Family Policy Compliance Office of the U.S. Department of Education determines that Provider improperly disclosed personally identifiable information obtained from the Division's education records, the Division may not allow Provider access to the Division's education records for at least five years.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

ARTICLE V: DATA PROVISIONS

1. **Data Security**. The Provider agrees to maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personal information and makes use of appropriate administrative, technological, and physical safeguards. The general security duties of Provider are set forth below. These duties shall include, but are not limited to:

    a. **Passwords and Employee Access**. Provider shall secure and manage usernames, passwords, and any other means of gaining access to the Services or to Division Data, at levels suggested by NIST SP800-171 (Password complexity, encryption, and re-use), NIST SP800-53 (IA control Family), and NIST 800-63-3 (Digital Identity), and NIST SP800-63B (Authenticator and Verifier Requirements) or equivalent industry best practices.

    b. **Security Protocols**. Both parties agree to maintain security protocols that meet industry best practices in the collection, storage or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the DPA in a secure computer environment.

    c. **Provider Employee Training**. The Provider shall provide annual security training to those of its employees who operate or have access to the system.

    d. **Security Technology**. When the service is accessed using a supported web browser, FIPS 140-2 validated transmission encryption protocols, or equivalent technology shall be employed to protect data from unauthorized access. The service security measures shall follow National Institute of Standards and Technology (NIST) 800-171, or equivalent industry best practices.

    e. **Periodic Risk Assessment**. Provider further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner. Upon Division's written request, Service Provider shall make the results of findings available to the Division. The Division shall treat such audit reports as Provider's Confidential Information under this Agreement.

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

    g. **Subprocessors Bound**. Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Division Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.

2. **Unauthorized Access or Data Breach**. In the event that Division Data are 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 **reasonable** attorneys' fees) or damage of any nature arising from or in connection with the breach by the Provider or any of its officers, directors, employees, agents or representatives of the obligations of the Provider's or its Authorized Representatives under this provision or under a Confidentiality Agreement, as the case may be.

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 posesses 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 asuccessful 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:	Privacy Office
Title:	N/A
Address:	100 S. Mill Ave. #1700, Tempe, AZ 85281
eMail:	privacy@imaginelearning.com
Phone:	877-725-4257, ext. 555673

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:	Bids office
Title:	
Address:	100 S. Mill Ave. #1700, Tempe, AZ 85281
eMail:	bids@imaginelearning.com
Phone:	877-725-4257

[*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 *Leslie Curtis*
Signed by:
D9B1A55741094F4...

Date: June 25, 2025

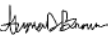Printed Name: Leslie Curtis

Title: EVP, Chief Administrative Officer

Division Signature *John B. Wack*

Date:

Printed Name: John B. Wack

Title: Chief Financial Officer

APPROVE AS TO FORM

_____
Assistant County Attorney

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT "A"

DESCRIPTION OF SERVICES

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

Imagine Learning provides digital K-12 curriculum and related education services to the LEA. Products include Imagine Language & Literacy, Imagine Math and Imagine Math Facts.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT "B"

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	☑
	Other application technology meta data- Please specify:	☑ Single-Sign On (SSO) IDs are used only if the LEA Elects to ⊞
Application Use Statistics	Meta data on user interaction with application	☑
Assessment	Standardized test scores	☑ Optional
	Observation data	☐
	Other assessment data-Please specify:	☑ In-product placement and progress assessments are used to adapt content to individual student needs
Attendance	Student school (daily) attendance data	☐
	Student class attendance data	☐
Communications	Online communications that are captured (emails, blog entries)	☑

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

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

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.

Imagine Math 3+ offers live teacher support via chat from certified teachers to students who ask for assistance. Live teacher support is not required for product use.

Some products offer support via chat to teachers who ask for assistance. Live support is not required for product Use.

Imagine Math provides parents and legal guardians access to progress reports for their student(s). This registration data (contact information) is required for parents interested in accessing these reports, but is not required for students to use the product. Parents may only register for access if approved by the LEA.

LEAs have the option to flag specific students for additional reporting needs, such as student in an Individualized Education Program (IEP) or English Language Learners (ELLs). These flags are not required for product use, and are only collected at the LEA's discretion.

As students use the Services, additional collected data may include:
- Assessment+ that includes a dyslexia assessment
- Additional Assessments with standardized test scores and observation data
- Some products offer live tutoring sessions (Imagine Sessions) where sessions may be recorded for safety purposes.
- Curriculum progress
- Audio and video recordings of teachers/students for assignments and feedback (e.g., student⊞

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: 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 <u>Exhibit B</u> is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services. Anonymization or de-identification should guidance equivalent to that provided by U.S Department of Education publication "Data De-identification: An Overview of Basic Terms" or NISTIR Special Publication (SP) 8053 De-Identification of Personally Identifiable Information.

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

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

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

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

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

1. Extent of Disposition

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

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

   [Insert categories of data]

2. Nature of Disposition

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

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

   [Insert or attach special instructions.]

3. Timing of Disposition

   Data shall be disposed of by the following date:

   ☐ As soon as commercially practicable

   ☐ By (Insert Date]

4. Signature of Authorized Representative of Division

   BY:_____   Date: _____

   Printed Name:_____   Title/Position:_____

5. Verification of Disposition of Data
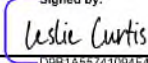
   BY:_____   Date: _____

   Printed Name:_____   Title/Position:_____

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

OPTIONAL: EXHIBIT "E" GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and the Division to any other school division ("Subscribing Division") who accepts this General Offer though 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 statues; (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: _Leslie Curtis_   Date: June 25, 2025

Printed Name: Leslie Curtis   Title/Position: EVP, Chief Administrative Officer

2. Subscribing Division

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

BY:_____   Date:_____

Printed Name:_____   Title/Position_____

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

BY:_____   Date: _____

Printed Name:_____   Title/Position:_____

Email Address_____

EXHIBIT C

IMAGINE LEARNING END USER TERMS OF SERVICE

VERSION 1.0

LAST REVISED ON: JANUARY 1, 2022

Welcome to Imagine Learning! Before using Imagine Learning's website, software, products, mobile application(s), and services (together, the "**Services**", "**our Services**", or "**Company's Services**"), it is important that you carefully read the following agreement. The website located at www.imaginelearning.com (the "**Site**") is a copyrighted work belonging to Imagine Learning LLC. ("**Company**", "**us**", "**our**", and "**we**"). Certain features of the Services may be subject to additional guidelines, terms, or rules, which will be posted as appropriate in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms of Service.

THESE TERMS OF SERVICE (THE "**TERMS**"), ALONG WITH COMPANY'S PRIVACY POLICY, SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF COMPANY'S SERVICES. BY USING THE SERVICES, YOU ARE ACCEPTING THESE TERMS. YOU MAY NOT USE THE SERVICES OR ACCEPT THE TERMS IF YOU ARE NOT AT LEAST 13 YEARS OLD. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT USE THE SERVICES.

THESE TERMS REQUIRE THE USE OF ARBITRATION (SECTION 10.3) ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

1.   **ACCOUNTS**

     1.1   **Account Creation.** Before you use certain features of Company's Services, an account will be created for you ("**Account**") at the direction of the "**Account Holder**" (typically teachers or school administrators representing schools and/or school districts who subscribe to our Services). You represent and warrant that: (a) any registration information you provide to Account Holder will be truthful and accurate; and (b) you will maintain the accuracy of such information. You may request deletion of your Account by contacting the Account Holder. Company may suspend or terminate your Account in accordance with Section 8.

     1.2   **Account Responsibilities.** You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify Account Holder of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. Company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

2.   **ACCESS TO THE SITE**

     2.1   **License.** Subject to these Terms, Company grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Services solely for your own personal, noncommercial use.

     2.2   **Certain Restrictions.** The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Services, whether in whole or in part, or any content displayed on the Services; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site or Services; (c) you shall not access the Services in order to build a similar or competitive website, product, or service; and (d) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Services shall be subject to these Terms. All copyright and other proprietary notices on the Services (or on any content displayed on any Service) must be retained on all copies thereof.

     2.3   **Modification.** We reserve the right, at any time, to modify, suspend, or discontinue the Services (in whole or in part) with or without notice to you. You agree that Company will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Services or any part thereof.

     2.4   **No Support or Maintenance.** You acknowledge and agree that Company will have no obligation to provide you with any support or maintenance in connection with the Services.

     2.5   **Ownership.** Excluding any User Content that you may provide (defined below), you acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Services and their content

are owned by Company or our suppliers. Neither these Terms (nor your use of the Services) transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in Section 2.1. Company and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

2.6   **Compliance with Law.**   You are responsible for using the Services in compliance with all applicable federal and state laws and regulations. You shall not use the Services in violation of any applicable law.

2.7   **Use by Children Under 13.**   The Children's Online Privacy Protection Act ("**COPPA**") requires that all online service providers, including Company, obtain parental consent before knowingly collecting personally identifiable information from children under the age of 13. Company does not knowingly collect or solicit any personally identifiable information from children under the age of 13, and instead relies upon information provided to Company by Account Holder. Children under the age of 13 are prohibited from using the Services or creating an Account unless they are doing so with parental consent or with the consent of an Account Holder who is providing such consent in compliance with COPPA. If we learn that we have collected personal information from a person under the age of 13 that does not comply with COPPA, we will delete that information in a reasonably prudent amount of time. If you believe that a child under the age of 13 has provided personally identifiable information to us, please contact us at privacy@imaginelearning.com.

2.8   **Accessibility**.   Company is committed to ensuring that the Services remain accessible to all individuals, regardless of disability.   Company will take reasonable steps to ensure that the Services meet common industry standards for accessibility and materially comply with the requirements of the Americans with Disabilities Act ("**ADA**"), as applicable. If you have any suggestions about improvements Company can make to enhance the accessibility of the Services, please contact us at accessibility@imaginelearning.com.

3.   USER CONTENT

3.1   **User Content.** "**User Content**" means any and all information and content that a user submits to, or uses with, the Services (e.g., content in the user's profile or postings). You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party. You hereby represent and warrant that your User Content does not violate our Acceptable Use Policy (defined in Section 3.3). You may not represent or imply to others that your User Content is in any way provided, sponsored, or endorsed by Company. Because you alone are responsible for your User Content, you may expose yourself to liability if, for example, your User Content violates the Acceptable Use Policy. We are not obligated to backup any User Content, and your User Content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content if you desire.

3.2   **License.**   You hereby grant (and you represent and warrant that you have the right to grant) to Company an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content, and to grant sublicenses of the foregoing rights, solely for the purposes of including your User Content in the Services. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.

3.3   **Acceptable Use Policy.**   The following terms constitute our "**Acceptable Use Policy**":

(a)   You agree not to use the Services to collect, upload, transmit, display, or distribute any User Content (i) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (iii) that is harmful to minors in any way; or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

(b)   In addition, you agree not to: (i) upload, transmit, or distribute to or through the Services any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through the Services unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use the Services to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Services, or violate the regulations, policies or

procedures of such networks; (v) attempt to gain unauthorized access to our Services (or to other computer systems or networks connected to or used together with the Services), whether through password mining or any other means; (vi) harass or interfere with any other user's use and enjoyment of the Services; or (vi) use software or automated agents or scripts to produce multiple accounts on the Services, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) our Services (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Services for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials, subject to the parameters set forth in our robots.txt file).

(c)   You further agree that you will not: (i) publish or post screenshots, video, text or other reproductions of content from any course provided through the Services or (ii) use any technology, code, or other method to automatically skip content or answer questions provided through the Services. The building, use, or sharing of any such technology, code, or other methodology is strictly prohibited.

3.4   Enforcement. We reserve the right (but have no obligation) to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your Account in accordance with Section 8, and/or reporting you to law enforcement authorities.

3.5   Feedback. If you provide us with any feedback or suggestions regarding the Services ("**Feedback**"), you hereby assign to Company all rights in such Feedback and agree that we shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. Company will treat any Feedback you provide to us as non-confidential and non-proprietary. You agree that you will not submit to Company any information or ideas that you consider to be confidential or proprietary.

3.6   Your Data. As an education technology company that may collect data about K-12 and postsecondary students, Company is subject to certain laws and regulations, some of which are described below. Please visit our Privacy Policy for more information on how we collect, use, and safeguard data.

(a)   Company will materially comply with all applicable federal and state student privacy laws and regulations. We will provide access to Personal Information pertaining to K-12 students only to our employees and subcontractors who need to access the data.

(b)   "**Personal Information**" means, collectively personally identifiable information as defined in applicable law including the Family Educational Rights and Privacy ("**FERPA**"), the California Consumer Privacy Act ("**CCPA**"), and the European Union's General Data Protection Regulation ("**GDPR**").

4.   INDEMNIFICATION. You agree to indemnify and hold Company (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Services, (b) your violation of these Terms, (c) your violation of applicable laws or regulations or (d) your User Content. Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

5.   THIRD-PARTY LINKS; OTHER USERS

5.1   Third-Party Links. The Services may contain links to third-party websites and services (collectively, "**Third-Party Links**"). Such Third-Party Links are not under the control of Company, and we are not responsible for any Third-Party Links. Company provides access to these Third-Party Links only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links. You use all Third-Party Links at your own risk and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links.

5.2   Other Users. Each Service user is solely responsible for any and all of its own User Content. Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content, whether provided by you or by others. We make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content. Your interactions with other Service users are solely between you and such users. You agree that Company will not be

responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Service user, we are under no obligation to become involved.

5.3 **Release.** You hereby release and forever discharge Company (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Services (including any interactions with, or act or omission of, other Service users or any Third-Party Links & Ads). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

6. **DISCLAIMERS**

THE SITE IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND COMPANY (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SITE WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICES, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

7. **LIMITATION ON LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY (OR OUR SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SERVICES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF FIFTY US DOLLARS (U.S. $50). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. **TERM AND TERMINATION.**

8.1 **Termination; Effect of Termination.** Subject to this Section, these Terms will remain in full force and effect while you use the Services. We may suspend or terminate your rights to use the Services (including your Account) at any time for any reason at our sole discretion, including for any use of the Services in violation of these Terms. Upon termination of your rights under these Terms, your Account and right to access and use the Services will terminate immediately. You understand that any termination of your Account may involve deletion of your User Content associated with your Account from our live databases. Company will not have any liability whatsoever to you for any termination of your rights under these Terms, including for termination of your Account or deletion of your User Content. Even after your rights under these Terms

are terminated, the following provisions of these Terms will remain in effect: Sections 2.2 through 2.5, Section 2.7, and Sections 4 through 10.

8.2   Deletion of Personal Information. Upon termination of your Account, you may request that Account Holder direct Company to delete any Personal Information from its live databases. Company agrees to take commercially reasonable steps to honor any deletion requests received from Account Holder in a reasonable amount of time (not to exceed ninety (90) days). You understand and agree that Company may continue to have Personal Information in archive files or similar databases. You further agree that Company has no obligation to delete aggregated or de-identified information. Company may retain and use aggregated and de-identified information for any purpose that is consistent with applicable federal and state laws and regulations.

9.   COPYRIGHT POLICY.

Company respects the intellectual property of others and asks that users of our Services do the same. In connection with our Services, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination, in appropriate circumstances, of users of our Services who are repeat infringers of intellectual property rights, including copyrights. If you believe that one of our users is, through the use of our Services, unlawfully infringing the copyright(s) in a work, and wish to have the allegedly infringing material removed, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c)) must be provided to our designated Copyright Agent:

1.   your physical or electronic signature;
2.   identification of the copyrighted work(s) that you claim to have been infringed;
3.   identification of the material on our services that you claim is infringing and that you request us to remove;
4.   sufficient information to permit us to locate such material;
5.   your address, telephone number, and e-mail address;
6.   a statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
7.   a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

The designated Copyright Agent for Company is:

Designated Agent: Legal Department
Address of Agent: 8860 E Chaparral Road, Suite 100, Scottsdale, AZ 85250
Telephone: 480-675-7284
E-mail: legal@imaginelearning.com

10.   GENERAL

10.1   Fees. At this time, all fee agreements are made with Account Holder. Any change to this policy would be effective upon thirty (30) calendar days' notice.

10.2   Changes. These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes on our Site. Any changes to these Terms will be effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you (if applicable) or thirty (30) calendar days following our posting of notice of the changes on our Site. These changes will be effective immediately for new users of our Services. Continued use of our Services following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

10.3   Dispute Resolution; Mandatory Arbitration. *Please read this Arbitration Agreement carefully. It is part of your contract with Company and affects your rights.   It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.*

(a)   *Applicability of Arbitration Agreement.* All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms or the use of any product or service provided by Company that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under

the terms of this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and Company, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.

(b)   *Notice Requirement and Informal Dispute Resolution*. Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (**"Notice"**) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Company should be sent to: Attn: Legal Department, 8860 E Chaparral Road, Suite 100, Scottsdale AZ 85250. After the Notice is received, you and Company may attempt to resolve the claim or dispute informally. If you and Company do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

(c)   *Arbitration Rules*. Arbitration shall be initiated through the American Arbitration Association (**"AAA"**), an established alternative dispute resolution provider (**"ADR Provider"**) that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms. The AAA Consumer Arbitration Rules (**"Arbitration Rules"**) governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US $10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US $10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearings. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator grants you an award that is greater than the last settlement offer that Company made to you prior to the initiation of arbitration, Company will pay you the greater of the award or $2,500.00. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

(d)   *Additional Rules for Non-Appearance Based Arbitration*. If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

(e)   *Time Limits.* If you or Company pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

(f)   *Authority of Arbitrator*. If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and Company, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Company.

(g)   *Waiver of Jury Trial.* THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and Company in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND COMPANY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

(h)   *Waiver of Class or Consolidated Actions*. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND

NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

   (i) *Confidentiality*. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

   (j) *Severability*. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

   (k) *Right to Waive.* Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

   (l) *Survival of Agreement*. This Arbitration Agreement will survive the termination of your relationship with Company.

   (m) *Small Claims Court.* Notwithstanding the foregoing, either you or Company may bring an individual action in small claims court.

   (n) *Emergency Equitable Relief*. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

   (o) *Claims Not Subject to Arbitration.* Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.

   (p) *Courts.* In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Maricopa County, Arizona, for such purpose.

 10.4 **Export.** The Services may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Company, or any products utilizing such data, in violation of the United States export laws or regulations.

 10.5 **Disclosures.** Company is located at the address in Section 10.11. If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

 10.6 **Electronic Communications.** The communications between you and Company use electronic means, whether you use the Site or send us emails, or whether Company posts notices on the Services or communicates with you via email. For contractual purposes, you (a) consent to receive communications from us in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non-waivable rights.

 10.7 **Entire Terms.** These Terms constitute the entire agreement between you and us regarding the use of the Services. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation". Your relationship to Company is that of an independent contractor, and neither party is an agent or partner of the other.

 10.8 **Severability.** If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

 10.9 **Assignment.** These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Company may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

10.10   Copyright/Trademark Information. Copyright © 2022 IMAGINE LEARNING LLC. All rights reserved. All trademarks, logos and service marks ("**Marks**") displayed on the Site are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

10.11   Contact Information:

Legal Department
8860 E Chaparral Road, Suite 100, Scottsdale, AZ 85250
Telephone: 480-675-7284
E-mail: legal@imaginelearning.com

IMAGINE LEARNING LLC
TERMS AND CONDITIONS OF COMPANY SERVICES

This "Agreement" (i.e., these Terms and Conditions and the Price Quote for Services into which these Terms and Conditions are incorporated) is made and entered into as of the date of last signature below ("Effective Date") between Imagine Learning LLC, its affiliates and subsidiaries ("Company") and Customer. In consideration of the mutual promises contained herein, the parties hereby agree to the following:

1.1   "**Access Protocols**" means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer to access the Services.

1.2   "**Authorized User**" means any third party who is authorized by Customer to access the Services pursuant to Customer's rights under this Agreement, including any instructors, administrators, other employees, contractors, students authorized by Customer, parents, family members, or other adults associated with a student or parents authorized by Customer.

1.3   "**Confidential Information**" means all non-public, proprietary or confidential information relating to a "Disclosing Party" that is disclosed or otherwise supplied in confidence to the "Receiving Party" under this Agreement. Company's Confidential Information includes (without limitation) the Services, its user interface design and layout, and pricing information. Confidential Information does not include any aggregated data or De-Identified Data covered by Section 9.4, or any other information that the Receiving Party can establish: (a) was known to the Receiving Party prior to receiving the same from the Disclosing Party, free of any restrictions; (b) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; (c) is acquired by the Receiving Party from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the Receiving Party.

1.4   "**Confidential Student Information**" means information that personally identifies a student who is enrolled or was previously enrolled at the Customer's institution. This term includes the student's name, the name of the student's parents or family members, the student's (or student's family's) address, telephone number, email address, date of birth, place of birth, mother's maiden name, grades, financial information, social security number (or other governmental identification number), biometric information, and other information that alone or in combination would reasonably allow a person or entity to identify the student with reasonable certainty. Confidential Student Information does not include any information regarding persons who do not enroll at the Customer's institution.

1.5   "**Customer**" means the school or district who is identified in the signature block below or the applicable Price Quote for Services.

1.6   "**Customer Content**" means any content and information submitted via or in connection with the Services by or on behalf of Customer, an Authorized User, or any other end user of the Services. Customer Content includes student information and records which remain the property of the Customer.

1.7   "**De-Identified Data**" means any data, including data derived from Confidential Information (and Confidential Student Information) that has had all direct and indirect personal identifiers removed. This includes the removal of any names, identification numbers, dates of birth, address, email address, and telephone number. De-Identified Data does not include any data that alone or in combination would reasonably allow a person or entity to identify a student with reasonable certainty.

1.8   "**Documentation**" means the technical materials provided by Company to Customer in hard copy or electronic form describing the use and operation of the Services.

1.9 "<u>**Instructional Services**</u>" means services provided by Company, including student access to teachers and coaches, the development and implementation of policies and procedures for purposes of improving student outcomes, and other services as stated in the applicable Price Quote for Services. Instructional Services are also subject to the additional terms contained in the attached Addendum.

1.10 "<u>**Price Quote for Services**</u>" or "**Quote**" means the order form signed by Customer which references these Terms and Conditions and details the services to be provided to the Customer under this Agreement.

1.11 "<u>**Products**</u>" means durable, physical or consumable materials such as student or teacher workbooks, textbooks, physical kits or other items provided to correspond with Company courseware, audio, video and other content curriculum, and/or Documentation and software.

1.12 "<u>**Professional Development**</u>" or "<u>**Professional Learning**</u>" means the instructional training, consulting and coaching for all licensed products and services provided by the Company as described in the applicable Price Quote for Services. Professional Development/Professional Learning services are subject to the additional terms contained in the attached Addendum.

1.13 <u>**Services**</u>" means the services ordered by Customer through the Price Quote for Services and includes the products and services which may include Company courseware, audio, video and other content curriculum, and/or Documentation and software including applets and animations. Services may include Professional Development and/or Instructional Services. Customers' access to any Professional Development or Instructional Services will expire at the end of the Term set forth in the applicable Quote or if the Service is terminated for any reason.

1.14 "<u>**Supported Environment**</u>" means the minimum hardware, software, and connectivity configuration specified from time to time by Company as required for use of the Services. The current requirements (if any) are described in the technical requirements which may be found on Company's website.

2. PROVISION OF PRODUCTS & SERVICES

2.1 **Access.** Subject to Customer's payment of the fees outlined in the Price Quote for Services and compliance with the terms of this Agreement, Company will provide Customer with access to the Products and Services. Promptly following the Effective Date, Company shall provide to Customer the necessary security protocols and policies, network links or connections and Access Protocols to allow Customer and its Authorized Users to access the Services in accordance with the Price Quote for Services (or this Agreement).

2.2 **Return Policy.** Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to the Company by Customer within thirty (30) days of receipt. Customer must obtain written authorization from Company for the return. Customer may not return Products without Company's written authorization. For clarity, science lab kits may not be returned.

2.3 **Support Services**. Company will provide Customer with the support services described at http://help.imaginelearning.com/hc/en-us.

2.4 **Hosting.** Company shall, at its own expense, provide for the hosting of the Services, provided that nothing herein shall be construed to require Company to provide for, or bear any responsibility with respect to any telecommunications or computer network hardware required by Customer, any Authorized User or any other user to provide access from the Internet to the Services.

3. INTELLECTUAL PROPERTY

3.1   License Grant. Subject to the terms and conditions of this Agreement, Company grants to Customer a non-exclusive, non-sublicensable, non-transferable license during the Term, solely for Customer's internal educational and training purposes and in accordance with this Agreement. This Agreement permits only Customer and Customer's Authorized Users to access and use the Services detailed on the Price Quote for Services in accordance with the Documentation. Licenses are available to access Services throughout the Term by Authorized Users not to exceed specific quantities stated on Price Quote for Services. License and Service types are listed below. Only those License and Service types listed on the Price Quote for Services are applicable to this Agreement.

a) **Concurrent License** - provides access to Services throughout the Term by all Authorized Users based on the number of simultaneous licenses purchased. Total number of users accessing product simultaneously cannot exceed total quantity of licenses purchased.

b) **Reusable License** - provides access to Services throughout the Term by all Authorized Users based on the number of semester course enrollments purchased. Once a course enrollment is disabled or completed, the enrollment license can be reused for that student or another student throughout the contract period.

c) **Single User** - available to a single user identified by name and designated as the sole student user of the specific license throughout the Term. Licenses cannot be transferred to another user.

d) **Site License** - provides access to Services throughout the Term by all Authorized Users located at the specific physical site identified on the Price Quote. Must be a traditional brick and mortar educational institution that provides educational services to students at a common physical location. Not available for virtual schools.

e) **Virtual School** - Customer that is (a) a private school where students do not regularly meet physically for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the internet with regular assistance or guidance from the teacher of record or (b) a private tutoring provider that makes available personal attention to each student enrolled in a program by faculty or tutoring provider and such services are the primary purpose of enrollment by students; or (c) a public program implemented by a school district where students do not regularly meet physically for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record; and (d) with respect to (a), (b), and (c), a Virtual School is not a school that sells licenses or access to educational software on a standalone basis or sells licenses or access to educational software to students not actively enrolled in and participating in learning services provided by the private school or tutoring provider.

3.2   Restrictions. Customer agrees that it will not, nor will Customer cause or permit any Authorized User or other party to: (a) allow any third party to access the Services or Documentation, except as expressly allowed herein; (b) modify, adapt, alter or translate the Services or Documentation; (c) sublicense, lease, rent, sell, resell, loan, distribute, transfer or otherwise allow the use of the Services or Documentation for the benefit of any third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Services, except as permitted by law; (e) create derivative works based on the Services or Documentation; (f) use the Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (g) interfere with or disrupt the integrity or performance of the Services; or (g) access the Services to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

3.3 **Ownership.** Except for the licenses granted by Company under this Agreement, as between Company and Customer, Company owns all right, title and interest (including, but not limited to, all copyright, patent, trademark and trade secret rights) in and to the Services and Documentation.

3.4 **Open Source Software.** Certain items of software used in the Services are subject to "open source" or "free software" licenses ("Open Source Software"). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Sections 3.1, 3.2, or 10. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If and to the extent required by any license for particular Open Source Software, Company makes such Open Source Software and Company modifications to that Open Source Software, available by written request at the notice address specified on the Price Quote for Services.

4. FEES. Company shall invoice Customer for fees on the schedule set forth on the Price Quote for Services ("Fees") and the amounts set forth in such invoices shall be due from Customer net thirty (30) days of receipt. Non-payment or late payment of undisputed fees is a material breach of this Agreement. Company may terminate the Agreement and/or terminate or suspend Customer's access to Services within ten (10) days after Customer receipt of a notice of non-payment of amounts owed under that Price Quote for Services. Company may change the amount of the Fees for any upcoming Renewal Term, provided that Company provides Customer with written notice of such change at least sixty (60) days prior to the first day of such Renewal Term. All taxes and other governmental charges (except for income taxes), if any, imposed on Customer payments hereunder shall be deemed to be in addition to the Fees charged, and borne solely by Customer except to the extent that Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. FUNDING-OUT CLAUSE. If Customer is a governmental entity receiving federal, state or local funds, Customer's payment obligation may be conditioned upon the availability of funds that are appropriated or allocated by the applicable government agency. If funds are not allocated, Customer may terminate this Agreement at the end of the period for which funds are available. Customer must notify Company in writing at least thirty (30) calendar days before termination. Upon termination, Company will be entitled to a pro-rata portion of the fees for Service performed up to the date of termination.

6. CUSTOMER CONTENT AND RESPONSIBILITIES

6.1 **License; Ownership.** Customer hereby grants Company a non-exclusive, worldwide, royalty-free, fully paid and transferable license (a) to use the Customer Content as necessary solely or the purposes of providing the Services under this Agreement; and (b) to use Customer's trademarks, service marks, and logos as required to provide the Services (but not for use with an audience beyond that of Authorized Users). As between the parties, Customer owns all right, title and interest in the Customer Content.

6.2 **Customer Warranty.** Customer represents and warrants that (a) prior to using the Services in connection with any Authorized User, Customer shall have obtained any necessary consent to contact such Authorized User via the Services in such form as required to comply with applicable law; (b) that its use of the Services will otherwise comply with all applicable laws; and (c) the Customer Content shall not (i) infringe any copyright, trademark, or patent right; (ii) misappropriate any trade secret; (iii) be deceptive, libelous, obscene, pornographic or unlawful; (iv) contain any viruses, worms or other malicious computer programming codes intended to damage Company's system or data; or (v) otherwise violate any privacy or other right of any third party.

6.3 **Authorized User Access.** Customer may permit any Authorized Users to access and use the features and functions of the Services as contemplated by this Agreement. Each Authorized user must be granted a unique User ID. User IDs cannot be shared or used by more than one Authorized User at a time. Customer is solely responsible for maintaining the confidentiality of Access Protocols and Company will not be liable for any activities undertaken by anyone using Customer's Access Protocols. Customer will immediately notify Company of any unauthorized use of its Access Protocols or any other breach of security

relating to the Services known to Customer.

6.4   Customer Responsibility for Access, Content and Security. Except to the extent expressly specified on the Price Quote for Services, Company is not obligated to back up any Customer Content; the Customer is solely responsible for creating backup copies of any Customer Content at Customer's sole cost and expense. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content. Customer must maintain the Supported Environment (if any) described in the Price Quote for Services.

7.   WARRANTIES AND DISCLAIMERS

7.1   Limited Warranty. Company warrants that it will make commercially reasonable efforts to maintain the online availability of the Services. CUSTOMER'S EXCLUSIVE REMEDY AND COMPANY'S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE FOR COMPANY TO REPAIR THE NON-CONFORMING SERVICE, OR IF COMPANY CANNOT MAKE SUCH REPAIR WITHIN A REASONABLE PERIOD OF TIME, THEN COMPANY MAY TERMINATE ACCESS TO THE SERVICES AND REFUND A PORTION OF THE FEE.

7.2   Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1, THE DOCUMENTATION, AND SERVICES ARE PROVIDED "AS IS," AND COMPANY MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

8.   LIMITATION OF LIABILITY.
EXCLUDING EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN IN RESPECT OF THIRD-PARTY CLAIMS, (A) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST DATA) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS PERFORMANCE HEREUNDER AND (B) IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER AS A RESULT OF ANY CLAIM ARISING UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT FOR THE APPLICABLE SERVICES GIVING RISE TO SUCH LIABILITY IN THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE ACT OR OMISSION GIVING RISE TO SUCH CLAIM. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO CUSTOMER.

9.   CONFIDENTIALITY; PRIVACY

9.1   Confidentiality. During the Term, each party ("Disclosing Party") may provide the other party ("Receiving Party") with Confidential Information. The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Disclosing Party's Confidential Information to Authorized Users (with respect to Customer as Receiving Party) or to those employees who have a need to know such Confidential Information to perform the Receiving Party's obligations or exercise the Receiving Party's rights under this Agreement, and who have been informed of the confidential nature of such information. In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon the expiration or termination of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party

shall provide to the Disclosing Party a written affidavit certifying compliance with this sentence.

9.2   Privacy. Company will comply with, and will cause each of its employees, agents, and contractors to comply with, all state, federal and municipal laws and regulations ("Applicable Laws") applicable to its performance under this Agreement, including without limitation the Family Educational Rights and Privacy Act and the Children's Online Privacy Protection Act. Company's Privacy Policy (as may be updated by Company from time to time), which is incorporated by reference into these terms and conditions, contains additional terms regarding Company's use of Confidential Student Information. Customers and Authorized Users may view Company's privacy policy at https://www.imaginelearning.com/privacy ("Privacy Policy"). Customer is responsible for providing notice of its own privacy policy to parents of its students and is solely responsible for obtaining any necessary parental consents for students to use the Services.

9.3   Data Security. Company agrees that it will store and process Confidential Information, including Confidential Student Information, in accordance with customary industry standards. Company shall implement and maintain commercially reasonable administrative, technical and physical security measures designed to protect Confidential Information from unauthorized access, disclosure and use. Company will conduct periodic risk assessments and remediate identified material security vulnerabilities in a commercially reasonable manner. Company will have a written data breach response plan and will take commercially reasonable steps to notify the Customer once it becomes aware of a data breach known to involve, or likely involving, Customer Confidential Information. Company will cooperate with the Customer to comply with any applicable data breach notification laws.

9.4   Aggregated and De-Identified Data. Company may use aggregated data and De-Identified Data for those purposes allowed under applicable law and for the following purposes: (1) to demonstrate the effectiveness of the services; (2) research and development of the Company's educational sites, services, or applications; and (3) for adaptive learning purpose and for customized student Learning. Company agrees not to attempt to re-identify aggregated or De-identified Data. Company's use of aggregated data and De-identified data shall survive termination of this Agreement or any request by LEA to return or destroy Data.

9.5   Confidential Student Information Return and Destruction. Upon termination or expiration of this Agreement or thereafter, at the Customer's written request, Company shall, in a reasonable period of time, return all Confidential Student Information to Customer or shall destroy such Confidential Student Information that Company knows it possesses to the extent that destruction is reasonably practicable. Customer acknowledges that some data may remain in archive or other files following Company's commercially reasonable attempt to return or destroy Confidential Student Information. Company may transfer Confidential Student Information and De-Identified Data or aggregated data to its successor pursuant to a merger, consolidation or sale of substantially all of its assets pursuant to Section 13 of this Agreement.

10. INDEMNIFICATION

10.1   By COMPANY. Company shall indemnify, defend and hold harmless Customer against any third-party claims that the use of the Services as permitted hereunder infringes any copyright, US patent or other intellectual property right of a third party, and Company shall pay any losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Company. If any portion of the Services becomes, or in Company's opinion is likely to become, the subject of a claim of infringement, Company may, at Company's option, and as Customer's sole and exclusive remedy therefor: (a) procure for Customer the right to continue using the Services; (b) replace the Services with non-infringing software or services which do not materially impair the functionality of the Services; (c) modify the Services so that the Services become non-infringing; or (d) terminate this Agreement and refund any fees paid by Customer to Company for the remainder of the term then in effect, and upon such termination, Customer will immediately cease all use of the Documentation and Services. Notwithstanding the foregoing, Company shall have no obligation under this Section 10.1 or otherwise with respect to any third-party claim based upon (i) any use of the Services not in accordance with this Agreement or as specified in the Documentation; (ii) any use of the Services in combination with other products, equipment, software or data not supplied by Company; or (iii) any modification of the Services by any person other than Company or its authorized agents. This Section 10.1 states the sole and exclusive remedy of Customer and the entire liability of Company, and any

of the officers, directors, employees, shareholders, contractors or representatives of Company, for claimsand actions described in this Section 10.1.

10.2   By Customer. To the maximum extent allowed by applicable law, Customer shall indemnify defend and hold harmless Company against any third-party claims arising out of (a) any failure by Customer or any Authorized User to comply with applicable laws, rules and regulations (including those promulgated by U.S. federal or state regulatory authorities) in connection with its activities hereunder, including without limitation its provision and Company's authorized use of Customer Content (possibly including student information) hereunder or failure to obtain required consent from any Authorized User or other end users, (b) any failure by Customer to adhere to applicable laws, rules and regulations (including school board and district policies) relating to Customer's modified or customized content where permitted within Company provided Products or Services; (c) Customer's unauthorized use of Services hereunder and/or (d) Customer's breach or alleged breach of any of its covenants, representations or warranties hereunder, and Customer shall pay any losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Customer. This Section 10.2 states the sole and exclusive remedy of Company and the entire liability of Customer, and any of the officers, directors, employees, shareholders, contractors or representatives of Customer, for the claims and actions described in this Section 10.2. Notwithstanding the foregoing, Company shall not be liable for Customer's insertion or use of any self-created or third party content which violates any applicable laws, rule and regulations.

10.3   Procedure. The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party shall promptly notify the indemnifying party in writing of any threatened or actual claim or suit, provided, however, that failure to give prompt notice will not relieve the indemnifying party of any liability hereunder (except to the extent the indemnifying party has suffered actual material prejudice by such failure); (b) the indemnifying party shall have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party shall (at the indemnifying party's expense) reasonably cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

11. TERM AND TERMINATION

11.1   Term. This Agreement shall be for the term (the "Initial Term") of any Services purchased pursuant to a Price Quote for Services and shall thereafter renew for one (1) year terms (each a "Renewal Term") upon the mutual written consent of the parties prior to the expiration of the then-current term. The Initial Term and the Renewal Terms (if any) are, collectively, the "Term." Customer only has the right to use the Services during the Term.

11.2   Termination. Either party may terminate this Agreement immediately upon written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after its receipt of written notice of such breach.

11.3   Effect of Termination. Immediately upon termination of this Agreement, (a) the licenses granted to either party shall immediately terminate; and (b) Company shall cease to make available and Customer shall cease to use the Services. Termination shall not relieve Customer's obligation to pay all charges accrued through the effective date of termination. Sections 3.3, 6.4, 7, 8, 9, 10, 11.3, 12 and 13 will survive the expiration or termination of this Agreement.

12.   GOVERNING LAW AND VENUE If Customer is a public school or district or other state or municipal governmental agency (a "Public School"), this Agreement and any action related thereto will be governed and interpreted by and under the laws of the state where the Customer reside, excluding any conflict of law principles. Otherwise, this Agreement will be governed by the laws of the state of Arizona. Each party expressly waives any objection that it may have based on improper venue or forum non- conveniens to the conduct of any such suit or action in any state or federal court located in the state where the Customer resides, if Customer is a Public School. If Customer is not a Public School, such venue shall be state or federal court located in Phoenix, Arizona. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Customer shall always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its use of the Services hereunder.

13. MISCELLANEOUS.

13.1   Press Releases. If requested by Company, Customer agrees to cooperate in good faith with Company on a press release following execution of this Agreement and agrees to allow Company to list (using Customer's name and/or Customer's logo, as determined by Company) Customer as a customer on Company's website or in documentation to be shared electronically or in print.

13.2   Independent Contractors. The parties are independent contractors and nothing in this Agreement shall be deemed to create the relationship of partners, joint venturers, employer-employee, master-servant, or franchisor-franchisee between the parties. Neither party is, or will hold itself out to be, an agent of the other party. Neither party is authorized to enter into any contractual commitment on behalf of the other party.

13.3   No Additional Terms and Order of Precedence. These Terms and Conditions, together with the attached Price Quote for Services(s), contain the entire agreement of the parties and supersedes any prior or present understanding or communications regarding its subject matter, and may only be amended in a writing signed by both parties. In the event of a conflict between the terms in the Price Quote for Services and the Agreement, the terms contained in this Agreement shall control unless otherwise expressly stated in the Price Quote for Services.

13.4   Severability. In the event any provision of this Agreement is held by a court of law or other governmental agency to be void or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions shall remain in full force and effect.

13.5   Assignment. Neither party shall assign this Agreement without the other party's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement to its successor pursuant to a merger, consolidation or sale of substantially all of its business or assets related to this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

13.6   Force Majeure. Neither party shall be deemed to be in breach of this Agreement for any failure or delay in performance (other than payment of Fees due hereunder) caused by reasons beyond its reasonable control, including, but not limited to, acts of God, pandemics, epidemics, war, terrorism, strikes, failure of suppliers, fires, floods or earthquakes.

13.7   Export. The use of the Services is subject to U.S. export control laws and may be subject to similar regulations in other countries. Customer agrees to comply with all such laws.

13.8   Notice. Any notice given under this Agreement shall be in writing and shall be sent via priority mail by a nationally recognized express delivery service addressed to the address and the signatory set forth in the Price Quote for Services set forth above. Such notice shall also be sent via email to the email address set forth in the Price Quote for Services set forth above.

13.9   No Third Party Beneficiary. There are no third-party beneficiaries to this Agreement.

13.10   Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which shall be taken together and deemed one instrument.

Addendum for Instructional Services and Professional Development

1. **APPLICABILITY.** These additional terms and conditions apply if the Quote includes the purchase of Instructional Services or Professional Development Services from Imagine Learning LLC and its affiliates and subsidiaries ("Company"). In the event of a conflict between these additional terms and the Company's Terms and Conditions of Company Services, these additional terms shall control, but solely with respect to the provision of Instructional and/or Professional Development Services. Capitalized terms used, but not defined, in this addendum have the meanings set forth in the Term and Conditions of Company Services.

2. **CUSTOMER LIAISON.** Customer will designate an individual to serve as its primary liaison to Company for all communications related to the provision of Instructional and Professional Development Services, setting up access for End Users, and use of the Services.

3. **HOURS OF AVAILABILITY.** Company Instructional and Professional Development Services will be available during the business hours specified by Company, or if Customer requires Instructional Services for certain times or additional hours, such requirements must be specified in the Quote prior to the beginning of the term of Customer's purchase of Services. Requests for access to Instructional or Professional Development Services not already provided for in the Quote must be made or approved by the Customer Liaison, and may result in additional charges.

4. **NO GUARANTY OF OUTCOMES.** Company cannot make any guarantees, representations or warranties as to any student, teacher, or other End User outcomes or results from the Instructional or Professional Development Services.

5. **INSTRUCTIONAL SERVICES.** If specified in the Quote, Company will provide virtual access to teachers or coaches (or both) ("Company Instructors") who are hired, trained, supervised, and paid by Company, and who will assist in the virtual delivery of the Licensed Material to students and their use of the Services (the "Virtual Programs"). Customer is responsible for (a) providing secure internet access for End Users to use the Virtual Programs; (b) all day-to-day management of the Virtual Programs, subject in all cases to compliance with Applicable Law and Customer policies; (c) obtaining all necessary consents for the provision of Instructional Services where they will involve direct contact between Company Instructors and students and parents; (d) determining appropriate student courses and verifying student schedules; (e) monitoring student attendance and ensuring compliance with applicable state requirements; and (f) assisting students not making adequate progress.

   a. **Instructor Requirements**. Customer shall be responsible for advising Company of any special certification, training, background checks, insurance, fingerprinting or similar requirements for the Company Instructors as may be imposed by Applicable Law ("Instructor Requirements"). Company shall be solely responsible for all decisions regarding hiring, supervision, discipline, and dismissal of Company Instructors, and for ensuring that all Company Instructors meet and comply with Instructor Requirements.

   b. **Exceptional Student Services**. If Customer is a public entity receiving federal funds, Customer is considered the "Local Educational Agency," or LEA, as that term is defined by Applicable Law, and Customer is solely responsible for the provision of any special education services. Company's services do not include (i) providing special education services; (ii) creating, implementing or providing Individualized Education Programs ("IEP"); (iii) providing reasonable accommodations or any services to insure compliance with the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act (ADA), section 504 of the Rehabilitation Act, or any other Applicable Law. Notwithstanding the foregoing, Company will discuss, formulate and make reasonable adjustments and accommodations in furtherance of student IEPs or reasonable accommodations established by Customer, provided that Customer provides necessary IEPs and section 504 documentation to Company. Customer shall be solely responsible for the costs of any required adjustments or accommodations.

c. **State Testing.** Customer is responsible for providing appropriate accommodations for the administration of any state-mandated standardized testing by End Users. Customer is also responsible for receiving, distributing, administering, proctoring and returning all state mandated standardized tests under applicable state law, policies and procedures.

d. **Reporting and Withdrawal of Students/End Users**. Where reporting of student results is required by Applicable Law, Customer shall be responsible for ensuring the accuracy and completeness of student information used, relied upon, or reported by Company in providing the Instructional Services, and shall promptly notify Company if any student information needs to be corrected or updated. Upon notice to Customer, Company reserves the right to withdraw End User access for students who fail to take required tests or maintain adequate progress.

6. **PROFESSIONAL DEVELOPMENT / PROFESSIONAL LEARNING SERVICES.** If included in the Quote, Company may also provide Professional Development / Professional Learning Services which may include training and instruction to Customer's instructors and administrators on the implementation and use of the Services, curriculum workshops, use of student information to monitor progress, and other related topics as may be specified in the Quote. Customer shall be solely responsible for providing necessary equipment and secure internet access to facilitate these Services, and for scheduling these Services at least two (2) weeks in advance.

a. **Charges for Professional Development/Professional Learning Services.** Before delivering Professional Development/Professional Learning Services, Company must receive a signed Quote specifying the number of hours included and the cost of the services provided, and all necessary setup and implementation services required to demonstrate and use the Services must be completed. Professional Development/Professional Learning Services will be available for use by Customer only during the Term of the Subscription.

b. **Use of Customer's Facilities.** If Company will be providing any Professional Development/Professional Learning Services at Customer's premises, Customer shall advise Company in advance of any Instructor Requirements for Company personnel, and Company will be responsible for insuring that all Professional Development/Professional Learning personnel meet and comply with all such requirements.

c. **Forfeiture & Cancellation of PD Services.** Professional Development / Professional Learning Services purchased but not scheduled and delivered within the first year of the Term may be forfeited without notice. Customer agrees to reimburse Company for travel and other out-of-pocket expenses incurred if Professional Development/Professional Learning Services are changed or cancelled less than forty-eight (48) hours prior to the scheduled delivery date. Company reserves time exclusively for the Customer once Professional Development/Professional Learning Services have been scheduled. If Customer is a no-show or cancels scheduled Professional Development/Professional Learning Services in less than 48 hours before the scheduled delivery date, Customer may be charged for the scheduled services. The Parties must document in writing and sign any and all grace periods or extension of time for delivery of Professional Development/Professional Learning Services.

d. **Service Provision**. In some cases, Company may use subcontractors to provide Professional Learning services for core curriculum implementations.

7. **NO UNAUTHORIZED RECORDING OR REPRODUCTION.** All content delivered by Company as part of Instructional or Professional Development/Professional Learning Services are the property of Company, and customer may not record, reproduce or copy such content without Company's express written authorization.

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

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

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

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

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

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

1. Sec. V. General Contract Terms and Conditions – Item F.3 Termination for Convenience is deleted.

2. Sec. V. General Contract Terms and Conditions – Item N. Indemnification of the RFP is revised to read:
   The Successful Offeror agrees to indemnify, defend and hold harmless the County (including Henrico County Public Schools), and the County's officers, agents and employees ("Indemnified Parties") from any third-party claims, damages, suits, actions, liabilities and costs of any kind or nature, including reasonable attorneys' fees, directly arising from or directly caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the County's sole negligence.

3. Sec. V. General Contract Terms and Conditions – Item R.1 Ownership of Deliverable and Related Products of the RFP is revised to read:
   If applicable, the County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, and documentation, ~~computer programs and/or applications, and documentation~~ developed or generated, solely for use by the County during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County.

4. The following is added to the end of Sec. V. General Terms and Conditions – Item KK. – Cooperative Procurement of the RFP:
   If Contractor and any other public body choose to utilize this Contract, as contemplated, a separate agreement will be signed between Contractor and each public body.

5. The vendor submits the added terms:
   Notwithstanding anything to the contrary in the Request for Proposal, the parties agree to add the following terms collectively listed and contained in the Vendor's Standard Terms and Conditions which is attached hereto and incorporated into this Solicitation by reference.
   - Section 3 – Intellectual Property;
   - Section 6 – Customer Content and Responsibilities
   - Section 7 – Warranties and Disclaimers
   - Section 8 – Limitation of Liability
   - Addendum for Instructional Services and Professional Development

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

Henrico County Public Schools

RFP No. 24-2795-12EMF for Digital Content Solutions for K-12
Best and Final Offer: Imagine Learning LLC

1. **What "End User License Agreement" (EULA) or "Terms of Use" are the end-users or the County required to agree to when using Pre-K Imagine Math? Provide copies or a link to these.**

License agreements are subject to Imagine Learning's End User Terms of Service and Standard Terms and Conditions. End user terms are available via the provided link, and the Company's standard terms are appended to the end of this document.

Henrico County Public Schools (HCPS) is a current Imagine Learning customer. We have successfully executed contracts with the District in the past and are willing to negotiate on final terms if needed.

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

See separate BAFO pricing document.

IMAGINE LEARNING LLC
TERMS AND CONDITIONS OF COMPANY SERVICES

This "Agreement" (i.e., these Terms and Conditions and the Price Quote for Services into which these Terms and Conditions are incorporated) is made and entered into as of the date of last signature below ("Effective Date") between Imagine Learning LLC, its affiliates and subsidiaries ("Company") and Customer. In consideration of the mutual promises contained herein, the parties hereby agree to the following:

1.1 "**Access Protocols**" means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer to access the Services.

1.2 "**Authorized User**" means any third party who is authorized by Customer to access the Services pursuant to Customer's rights under this Agreement, including any instructors, administrators, other employees, contractors, students authorized by Customer, parents, family members, or other adults associated with a student or parents authorized by Customer.

1.3 "**Confidential Information**" means all non-public, proprietary or confidential information relating to a "Disclosing Party" that is disclosed or otherwise supplied in confidence to the "Receiving Party" under this Agreement. Company's Confidential Information includes (without limitation) the Services, its user interface design and layout, and pricing information. Confidential Information does not include any aggregated data or De-Identified Data covered by Section 9.4, or any other information that the Receiving Party can establish: (a) was known to the Receiving Party prior to receiving the same from the Disclosing Party, free of any restrictions; (b) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; (c) is acquired by the Receiving Party from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the Receiving Party.

1.4 "**Confidential Student Information**" means information that personally identifies a student who is enrolled or was previously enrolled at the Customer's institution. This term includes the student's name, the name of the student's parents or family members, the student's (or student's family's) address, telephone number, email address, date of birth, place of birth, mother's maiden name, grades, financial information, social security number (or other governmental identification number), biometric information, and other information that alone or in combination would reasonably allow a person or entity to identify the student with reasonable certainty. Confidential Student Information does not include any information regarding persons who do not enroll at the Customer's institution.

1.5 "**Customer**" means the school or district who is identified in the signature block below or the applicable Price Quote for Services.

1.6 "**Customer Content**" means any content and information submitted via or in connection with the Services by or on behalf of Customer, an Authorized User, or any other end user of the Services. Customer Content includes student information and records which remain the property of the Customer.

1.7 "**De-Identified Data**" means any data, including data derived from Confidential Information (and Confidential Student Information) that has had all direct and indirect personal identifiers removed. This includes the removal of any names, identification numbers, dates of birth, address, email address, and telephone number. De-Identified Data does not include any data that alone or in combination would reasonably allow a person or entity to identify a student with reasonable certainty.

1.8 "**Documentation**" means the technical materials provided by Company to Customer in hard copy or electronic form describing the use and operation of the Services.

1.9 "**Instructional Services**" means services provided by Company, including student access to teachers and coaches, the development and implementation of policies and procedures for purposes of improving student outcomes, and other services as stated in the applicable Price Quote for Services. Instructional Services are also subject to the additional terms contained in the attached Addendum.

1.10 "**Price Quote for Services**" or "**Quote**" means the order form signed by Customer which references these Terms and Conditions and details the services to be provided to the Customer under this Agreement.

1.11 "**Products**" means durable, physical or consumable materials such as student or teacher workbooks, textbooks, physical kits or other items provided to correspond with Company courseware, audio, video and other content curriculum, and/or Documentation and software.

1.12 "**Professional Development**" or "**Professional Learning**" means the instructional training, consulting and coaching for all licensed products and services provided by the Company as described in the applicable Price Quote for Services. Professional Development/Professional Learning services are subject to the additional terms contained in the attached Addendum.

1.13 **Services**" means the services ordered by Customer through the Price Quote for Services and includes the products and services which may include Company courseware, audio, video and other content curriculum, and/or Documentation and software including applets and animations. Services may include Professional Development and/or Instructional Services. Customers' access to any Professional Development or Instructional Services will expire at the end of the Term set forth in the applicable Quote or if the Service is terminated for any reason.

1.14 "**Supported Environment**" means the minimum hardware, software, and connectivity configuration specified from time to time by Company as required for use of the Services. The current requirements (if any) are described in the technical requirements which may be found on Company's website.

2. PROVISION OF PRODUCTS & SERVICES

2.1 **Access.** Subject to Customer's payment of the fees outlined in the Price Quote for Services and compliance with the terms of this Agreement, Company will provide Customer with access to the Products and Services. Promptly following the Effective Date, Company shall provide to Customer the necessary security protocols and policies, network links or connections and Access Protocols to allow Customer and its Authorized Users to access the Services in accordance with the Price Quote for Services (or this Agreement).

2.2 **Return Policy.** Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to the Company by Customer within thirty (30) days of receipt. Customer must obtain written authorization from Company for the return. Customer may not return Products without Company's written authorization. For clarity, science lab kits may not be returned.

2.3 **Support Services**. Company will provide Customer with the support services described at http://help.imaginelearning.com/hc/en-us.

2.4 **Hosting.** Company shall, at its own expense, provide for the hosting of the Services, provided that nothing herein shall be construed to require Company to provide for, or bear any responsibility with respect to any telecommunications or computer network hardware required by Customer, any Authorized User or any other user to provide access from the Internet to the Services.

3. INTELLECTUAL PROPERTY

3.1   License Grant. Subject to the terms and conditions of this Agreement, Company grants to Customer a non-exclusive, non-sublicensable, non-transferable license during the Term, solely for Customer's internal educational and training purposes and in accordance with this Agreement. This Agreement permits only Customer and Customer's Authorized Users to access and use the Services detailed on the Price Quote for Services in accordance with the Documentation. Licenses are available to access Services throughout the Term by Authorized Users not to exceed specific quantities stated on Price Quote for Services. License and Service types are listed below. Only those License and Service types listed on the Price Quote for Services are applicable to this Agreement.

a) **Concurrent License** - provides access to Services throughout the Term by all Authorized Users based on the number of simultaneous licenses purchased. Total number of users accessing product simultaneously cannot exceed total quantity of licenses purchased.

b) **Reusable License** - provides access to Services throughout the Term by all Authorized Users based on the number of semester course enrollments purchased. Once a course enrollment is disabled or completed, the enrollment license can be reused for that student or another student throughout the contract period.

c) **Single User** - available to a single user identified by name and designated as the sole student user of the specific license throughout the Term. Licenses cannot be transferred to another user.

d) **Site License** - provides access to Services throughout the Term by all Authorized Users located at the specific physical site identified on the Price Quote. Must be a traditional brick and mortar educational institution that provides educational services to students at a common physical location. Not available for virtual schools.

e) **Virtual School** - Customer that is (a) a private school where students do not regularly meet physically for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the internet with regular assistance or guidance from the teacher of record or (b) a private tutoring provider that makes available personal attention to each student enrolled in a program by faculty or tutoring provider and such services are the primary purpose of enrollment by students; or (c) a public program implemented by a school district where students do not regularly meet physically for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record; and (d) with respect to (a), (b), and (c), a Virtual School is not a school that sells licenses or access to educational software on a standalone basis or sells licenses or access to educational software to students not actively enrolled in and participating in learning services provided by the private school or tutoring provider.

3.2   Restrictions. Customer agrees that it will not, nor will Customer cause or permit any Authorized User or other party to: (a) allow any third party to access the Services or Documentation, except as expressly allowed herein; (b) modify, adapt, alter or translate the Services or Documentation; (c) sublicense, lease, rent, sell, resell, loan, distribute, transfer or otherwise allow the use of the Services or Documentation for the benefit of any third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Services, except as permitted by law; (e) create derivative works based on the Services or Documentation; (f) use the Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (g) interfere with or disrupt the integrity or performance of the Services; or (g) access the Services to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

3.3   Ownership. Except for the licenses granted by Company under this Agreement, as between Company and Customer, Company owns all right, title and interest (including, but not limited to, all copyright, patent, trademark and trade secret rights) in and to the Services and Documentation.

3.4   Open Source Software. Certain items of software used in the Services are subject to "open source" or "free software" licenses ("Open Source Software"). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Sections 3.1, 3.2, or 10. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If and to the extent required by any license for particular Open Source Software, Company makes such Open Source Software and Company modifications to that Open Source Software, available by written request at the notice address specified on the Price Quote for Services.

4.   FEES. Company shall invoice Customer for fees on the schedule set forth on the Price Quote for Services ("Fees") and the amounts set forth in such invoices shall be due from Customer net thirty (30) days of receipt. Non-payment or late payment of undisputed fees is a material breach of this Agreement. Company may terminate the Agreement and/or terminate or suspend Customer's access to Services within ten (10) days after Customer receipt of a notice of non-payment of amounts owed under that Price Quote for Services. Company may change the amount of the Fees for any upcoming Renewal Term, provided that Company provides Customer with written notice of such change at least sixty (60) days prior to the first day of such Renewal Term. All taxes and other governmental charges (except for income taxes), if any, imposed on Customer payments hereunder shall be deemed to be in addition to the Fees charged, and borne solely by Customer except to the extent that Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority.

5.   FUNDING-OUT CLAUSE. If Customer is a governmental entity receiving federal, state or local funds, Customer's payment obligation may be conditioned upon the availability of funds that are appropriated or allocated by the applicable government agency. If funds are not allocated, Customer may terminate this Agreement at the end of the period for which funds are available. Customer must notify Company in writing at least thirty (30) calendar days before termination. Upon termination, Company will be entitled to a pro-rata portion of the fees for Service performed up to the date of termination.

6.   CUSTOMER CONTENT AND RESPONSIBILITIES

6.1   License; Ownership. Customer hereby grants Company a non-exclusive, worldwide, royalty-free, fully paid and transferable license (a) to use the Customer Content as necessary solely or the purposes of providing the Services under this Agreement; and (b) to use Customer's trademarks, service marks, and logos as required to provide the Services (but not for use with an audience beyond that of Authorized Users). As between the parties, Customer owns all right, title and interest in the Customer Content.

6.2   Customer Warranty. Customer represents and warrants that (a) prior to using the Services in connection with any Authorized User, Customer shall have obtained any necessary consent to contact such Authorized User via the Services in such form as required to comply with applicable law; (b) that its use of the Services will otherwise comply with all applicable laws; and (c) the Customer Content shall not (i) infringe any copyright, trademark, or patent right; (ii) misappropriate any trade secret; (iii) be deceptive, libelous, obscene, pornographic or unlawful; (iv) contain any viruses, worms or other malicious computer programming codes intended to damage Company's system or data; or (v) otherwise violate any privacy or other right of any third party.

6.3   Authorized User Access. Customer may permit any Authorized Users to access and use the features and functions of the Services as contemplated by this Agreement. Each Authorized user must be granted a unique User ID. User IDs cannot be shared or used by more than one Authorized User at a time. Customer is solely responsible for maintaining the confidentiality of Access Protocols and Company will not be liable for any activities undertaken by anyone using Customer's Access Protocols. Customer will immediately notify Company of any unauthorized use of its Access Protocols or any other breach of security

relating to the Services known to Customer.

6.4   Customer Responsibility for Access, Content and Security. Except to the extent expressly specified on the Price Quote for Services, Company is not obligated to back up any Customer Content; the Customer is solely responsible for creating backup copies of any Customer Content at Customer's sole cost and expense. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content. Customer must maintain the Supported Environment (if any) described in the Price Quote for Services.

7.   WARRANTIES AND DISCLAIMERS

7.1   Limited Warranty. Company warrants that it will make commercially reasonable efforts to maintain the online availability of the Services. CUSTOMER'S EXCLUSIVE REMEDY AND COMPANY'S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE FOR COMPANY TO REPAIR THE NON-CONFORMING SERVICE, OR IF COMPANY CANNOT MAKE SUCH REPAIR WITHIN A REASONABLE PERIOD OF TIME, THEN COMPANY MAY TERMINATE ACCESS TO THE SERVICES AND REFUND A PORTION OF THE FEE.

7.2   Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1, THE DOCUMENTATION, AND SERVICES ARE PROVIDED "AS IS," AND COMPANY MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

8.   LIMITATION OF LIABILITY. EXCLUDING EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN IN RESPECT OF THIRD-PARTY CLAIMS, (A) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST DATA) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS PERFORMANCE HEREUNDER AND (B) IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER AS A RESULT OF ANY CLAIM ARISING UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT FOR THE APPLICABLE SERVICES GIVING RISE TO SUCH LIABILITY IN THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE ACT OR OMISSION GIVING RISE TO SUCH CLAIM. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO CUSTOMER.

9.   CONFIDENTIALITY; PRIVACY

9.1   Confidentiality. During the Term, each party ("Disclosing Party") may provide the other party ("Receiving Party") with Confidential Information. The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Disclosing Party's Confidential Information to Authorized Users (with respect to Customer as Receiving Party) or to those employees who have a need to know such Confidential Information to perform the Receiving Party's obligations or exercise the Receiving Party's rights under this Agreement, and who have been informed of the confidential nature of such information. In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon the expiration or termination of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party

shall provide to the Disclosing Party a written affidavit certifying compliance with this sentence.

9.2   Privacy. Company will comply with, and will cause each of its employees, agents, and contractors to comply with, all state, federal and municipal laws and regulations ("Applicable Laws") applicable to its performance under this Agreement, including without limitation the Family Educational Rights and Privacy Act and the Children's Online Privacy Protection Act. Company's Privacy Policy (as may be updated by Company from time to time), which is incorporated by reference into these terms and conditions, contains additional terms regarding Company's use of Confidential Student Information. Customers and Authorized Users may view Company's privacy policy at https://www.imaginelearning.com/privacy ("Privacy Policy"). Customer is responsible for providing notice of its own privacy policy to parents of its students and is solely responsible for obtaining any necessary parental consents for students to use the Services.

9.3   Data Security. Company agrees that it will store and process Confidential Information, including Confidential Student Information, in accordance with customary industry standards. Company shall implement and maintain commercially reasonable administrative, technical and physical security measures designed to protect Confidential Information from unauthorized access, disclosure and use. Company will conduct periodic risk assessments and remediate identified material security vulnerabilities in a commercially reasonable manner. Company will have a written data breach response plan and will take commercially reasonable steps to notify the Customer once it becomes aware of a data breach known to involve, or likely involving, Customer Confidential Information. Company will cooperate with the Customer to comply with any applicable data breach notification laws.

9.4   Aggregated and De-Identified Data. Company may use aggregated data and De-Identified Data for those purposes allowed under applicable law and for the following purposes: (1) to demonstrate the effectiveness of the services; (2) research and development of the Company's educational sites, services, or applications; and (3) for adaptive learning purpose and for customized student Learning. Company agrees not to attempt to re-identify aggregated or De-identified Data. Company's use of aggregated data and De-identified data shall survive termination of this Agreement or any request by LEA to return or destroy Data.

9.5   Confidential Student Information Return and Destruction. Upon termination or expiration of this Agreement or thereafter, at the Customer's written request, Company shall, in a reasonable period of time, return all Confidential Student Information to Customer or shall destroy such Confidential Student Information that Company knows it possesses to the extent that destruction is reasonably practicable. Customer acknowledges that some data may remain in archive or other files following Company's commercially reasonable attempt to return or destroy Confidential Student Information. Company may transfer Confidential Student Information and De-Identified Data or aggregated data to its successor pursuant to a merger, consolidation or sale of substantially all of its assets pursuant to Section 13 of this Agreement.

10. INDEMNIFICATION

10.1   By COMPANY. Company shall indemnify, defend and hold harmless Customer against any third-party claims that the use of the Services as permitted hereunder infringes any copyright, US patent or other intellectual property right of a third party, and Company shall pay any losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Company. If any portion of the Services becomes, or in Company's opinion is likely to become, the subject of a claim of infringement, Company may, at Company's option, and as Customer's sole and exclusive remedy therefor: (a) procure for Customer the right to continue using the Services; (b) replace the Services with non-infringing software or services which do not materially impair the functionality of the Services; (c) modify the Services so that the Services become non-infringing; or (d) terminate this Agreement and refund any fees paid by Customer to Company for the remainder of the term then in effect, and upon such termination, Customer will immediately cease all use of the Documentation and Services. Notwithstanding the foregoing, Company shall have no obligation under this Section 10.1 or otherwise with respect to any third-party claim based upon (i) any use of the Services not in accordance with this Agreement or as specified in the Documentation; (ii) any use of the Services in combination with other products, equipment, software or data not supplied by Company; or (iii) any modification of the Services by any person other than Company or its authorized agents. This Section 10.1 states the sole and exclusive remedy of Customer and the entire liability of Company, and any

of the officers, directors, employees, shareholders, contractors or representatives of Company, for claimsand actions described in this Section 10.1.

10.2   By Customer. To the maximum extent allowed by applicable law, Customer shall indemnify defend and hold harmless Company against any third-party claims arising out of (a) any failure by Customer or any Authorized User to comply with applicable laws, rules and regulations (including those promulgated by U.S. federal or state regulatory authorities) in connection with its activities hereunder, including without limitation its provision and Company's authorized use of Customer Content (possibly including student information) hereunder or failure to obtain required consent from any Authorized User or other end users, (b) any failure by Customer to adhere to applicable laws, rules and regulations (including school board and district policies) relating to Customer's modified or customized content where permitted within Company provided Products or Services; (c) Customer's unauthorized use of Services hereunder and/or (d) Customer's breach or alleged breach of any of its covenants, representations or warranties hereunder, and Customer shall pay any losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Customer. This Section 10.2 states the sole and exclusive remedy of Company and the entire liability of Customer, and any of the officers, directors, employees, shareholders, contractors or representatives of Customer, for the claims and actions described in this Section 10.2. Notwithstanding the foregoing, Company shall not be liable for Customer's insertion or use of any self-created or third party content which violates any applicable laws, rule and regulations.

10.3   Procedure. The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party shall promptly notify the indemnifying party in writing of any threatened or actual claim or suit, provided, however, that failure to give prompt notice will not relieve the indemnifying party of any liability hereunder (except to the extent the indemnifying party has suffered actual material prejudice by such failure); (b) the indemnifying party shall have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party shall (at the indemnifying party's expense) reasonably cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

11. TERM AND TERMINATION

11.1   Term. This Agreement shall be for the term (the "Initial Term") of any Services purchased pursuant to a Price Quote for Services and shall thereafter renew for one (1) year terms (each a "Renewal Term") upon the mutual written consent of the parties prior to the expiration of the then-current term. The Initial Term and the Renewal Terms (if any) are, collectively, the "Term." Customer only has the right to use the Services during the Term.

11.2   Termination. Either party may terminate this Agreement immediately upon written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after its receipt of written notice of such breach.

11.3   Effect of Termination. Immediately upon termination of this Agreement, (a) the licenses granted to either party shall immediately terminate; and (b) Company shall cease to make available and Customer shall cease to use the Services. Termination shall not relieve Customer's obligation to pay all charges accrued through the effective date of termination. Sections 3.3, 6.4, 7, 8, 9, 10, 11.3, 12 and 13 will survive the expiration or termination of this Agreement.

12.   GOVERNING LAW AND VENUE If Customer is a public school or district or other state or municipal governmental agency (a "Public School"), this Agreement and any action related thereto will be governed and interpreted by and under the laws of the state where the Customer reside, excluding any conflict of law principles. Otherwise, this Agreement will be governed by the laws of the state of Arizona. Each party expressly waives any objection that it may have based on improper venue or forum non- conveniens to the conduct of any such suit or action in any state or federal court located in the state where the Customer resides, if Customer is a Public School. If Customer is not a Public School, such venue shall be state or federal court located in Phoenix, Arizona. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Customer shall always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its use of the Services hereunder.

13. MISCELLANEOUS.

13.1   Press Releases. If requested by Company, Customer agrees to cooperate in good faith with Company on a press release following execution of this Agreement and agrees to allow Company to list (using Customer's name and/or Customer's logo, as determined by Company) Customer as a customer on Company's website or in documentation to be shared electronically or in print.

13.2   Independent Contractors. The parties are independent contractors and nothing in this Agreement shall be deemed to create the relationship of partners, joint venturers, employer-employee, master-servant, or franchisor-franchisee between the parties. Neither party is, or will hold itself out to be, an agent of the other party. Neither party is authorized to enter into any contractual commitment on behalf of the other party.

13.3   No Additional Terms and Order of Precedence. These Terms and Conditions, together with the attached Price Quote for Services(s), contain the entire agreement of the parties and supersedes any prior or present understanding or communications regarding its subject matter, and may only be amended in a writing signed by both parties. In the event of a conflict between the terms in the Price Quote for Services and the Agreement, the terms contained in this Agreement shall control unless otherwise expressly stated in the Price Quote for Services.

13.4   Severability. In the event any provision of this Agreement is held by a court of law or other governmental agency to be void or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions shall remain in full force and effect.

13.5   Assignment. Neither party shall assign this Agreement without the other party's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement to its successor pursuant to a merger, consolidation or sale of substantially all of its business or assets related to this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

13.6   Force Majeure. Neither party shall be deemed to be in breach of this Agreement for any failure or delay in performance (other than payment of Fees due hereunder) caused by reasons beyond its reasonable control, including, but not limited to, acts of God, pandemics, epidemics, war, terrorism, strikes, failure of suppliers, fires, floods or earthquakes.

13.7   Export. The use of the Services is subject to U.S. export control laws and may be subject to similar regulations in other countries. Customer agrees to comply with all such laws.

13.8   Notice. Any notice given under this Agreement shall be in writing and shall be sent via priority mail by a nationally recognized express delivery service addressed to the address and the signatory set forth in the Price Quote for Services set forth above. Such notice shall also be sent via email to the email address set forth in the Price Quote for Services set forth above.

13.9   No Third Party Beneficiary. There are no third-party beneficiaries to this Agreement.

13.10   Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which shall be taken together and deemed one instrument.

Addendum for Instructional Services and Professional Development

1. **APPLICABILITY.** These additional terms and conditions apply if the Quote includes the purchase of Instructional Services or Professional Development Services from Imagine Learning LLC and its affiliates and subsidiaries ("Company"). In the event of a conflict between these additional terms and the Company's Terms and Conditions of Company Services, these additional terms shall control, but solely with respect to the provision of Instructional and/or Professional Development Services. Capitalized terms used, but not defined, in this addendum have the meanings set forth in the Term and Conditions of Company Services.

2. **CUSTOMER LIAISON.** Customer will designate an individual to serve as its primary liaison to Company for all communications related to the provision of Instructional and Professional Development Services, setting up access for End Users, and use of the Services.

3. **HOURS OF AVAILABILITY.** Company Instructional and Professional Development Services will be available during the business hours specified by Company, or if Customer requires Instructional Services for certain times or additional hours, such requirements must be specified in the Quote prior to the beginning of the term of Customer's purchase of Services. Requests for access to Instructional or Professional Development Services not already provided for in the Quote must be made or approved by the Customer Liaison, and may result in additional charges.

4. **NO GUARANTY OF OUTCOMES.** Company cannot make any guarantees, representations or warranties as to any student, teacher, or other End User outcomes or results from the Instructional or Professional Development Services.

5. **INSTRUCTIONAL SERVICES.** If specified in the Quote, Company will provide virtual access to teachers or coaches (or both) ("Company Instructors") who are hired, trained, supervised, and paid by Company, and who will assist in the virtual delivery of the Licensed Material to students and their use of the Services (the "Virtual Programs"). Customer is responsible for (a) providing secure internet access for End Users to use the Virtual Programs; (b) all day-to-day management of the Virtual Programs, subject in all cases to compliance with Applicable Law and Customer policies; (c) obtaining all necessary consents for the provision of Instructional Services where they will involve direct contact between Company Instructors and students and parents; (d) determining appropriate student courses and verifying student schedules; (e) monitoring student attendance and ensuring compliance with applicable state requirements; and (f) assisting students not making adequate progress.

    a. **Instructor Requirements.** Customer shall be responsible for advising Company of any special certification, training, background checks, insurance, fingerprinting or similar requirements for the Company Instructors as may be imposed by Applicable Law ("Instructor Requirements"). Company shall be solely responsible for all decisions regarding hiring, supervision, discipline, and dismissal of Company Instructors, and for ensuring that all Company Instructors meet and comply with Instructor Requirements.

    b. **Exceptional Student Services.** If Customer is a public entity receiving federal funds, Customer is considered the "Local Educational Agency," or LEA, as that term is defined by Applicable Law, and Customer is solely responsible for the provision of any special education services. Company's services do not include (i) providing special education services; (ii) creating, implementing or providing Individualized Education Programs ("IEP"); (iii) providing reasonable accommodations or any services to insure compliance with the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act (ADA), section 504 of the Rehabilitation Act, or any other Applicable Law. Notwithstanding the foregoing, Company will discuss, formulate and make reasonable adjustments and accommodations in furtherance of student IEPs or reasonable accommodations established by Customer, provided that Customer provides necessary IEPs and section 504 documentation to Company. Customer shall be solely responsible for the costs of any required adjustments or accommodations.

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c. **State Testing.** Customer is responsible for providing appropriate accommodations for the administration of any state-mandated standardized testing by End Users. Customer is also responsible for receiving, distributing, administering, proctoring and returning all state mandated standardized tests under applicable state law, policies and procedures.

d. **Reporting and Withdrawal of Students/End Users**. Where reporting of student results is required by Applicable Law, Customer shall be responsible for ensuring the accuracy and completeness of student information used, relied upon, or reported by Company in providing the Instructional Services, and shall promptly notify Company if any student information needs to be corrected or updated. Upon notice to Customer, Company reserves the right to withdraw End User access for students who fail to take required tests or maintain adequate progress.

6. **PROFESSIONAL DEVELOPMENT / PROFESSIONAL LEARNING SERVICES.** If included in the Quote, Company may also provide Professional Development / Professional Learning Services which may include training and instruction to Customer's instructors and administrators on the implementation and use of the Services, curriculum workshops, use of student information to monitor progress, and other related topics as may be specified in the Quote. Customer shall be solely responsible for providing necessary equipment and secure internet access to facilitate these Services, and for scheduling these Services at least two (2) weeks in advance.

   a. **Charges for Professional Development/Professional Learning Services.** Before delivering Professional Development/Professional Learning Services, Company must receive a signed Quote specifying the number of hours included and the cost of the services provided, and all necessary setup and implementation services required to demonstrate and use the Services must be completed. Professional Development/Professional Learning Services will be available for use by Customer only during the Term of the Subscription.

   b. **Use of Customer's Facilities.** If Company will be providing any Professional Development/Professional Learning Services at Customer's premises, Customer shall advise Company in advance of any Instructor Requirements for Company personnel, and Company will be responsible for insuring that all Professional Development/Professional Learning personnel meet and comply with all such requirements.

   c. **Forfeiture & Cancellation of PD Services.** Professional Development / Professional Learning Services purchased but not scheduled and delivered within the first year of the Term may be forfeited without notice. Customer agrees to reimburse Company for travel and other out-of-pocket expenses incurred if Professional Development/Professional Learning Services are changed or cancelled less than forty-eight (48) hours prior to the scheduled delivery date. Company reserves time exclusively for the Customer once Professional Development/Professional Learning Services have been scheduled. If Customer is a no-show or cancels scheduled Professional Development/Professional Learning Services in less than 48 hours before the scheduled delivery date, Customer may be charged for the scheduled services. The Parties must document in writing and sign any and all grace periods or extension of time for delivery of Professional Development/Professional Learning Services.

   d. **Service Provision**. In some cases, Company may use subcontractors to provide Professional Learning services for core curriculum implementations.

7. **NO UNAUTHORIZED RECORDING OR REPRODUCTION.** All content delivered by Company as part of Instructional or Professional Development/Professional Learning Services are the property of Company, and customer may not record, reproduce or copy such content without Company's express written authorization.

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10. Pricing/Cost Proposal

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

Imagine Learning proposes the following digital programs and pricing to meet HCPS's needs for K–12 digital content solutions. License agreements are for 12 months unless otherwise agreed upon. All pricing includes vendor hosting, unlimited technical and customer support, and applicable system and curriculum updates during the contract period for no additional cost. Volume discounts and additional pricing options may be available.

As instructed, Imagine Learning has provided completed Pricing Scenario – Attachment K spreadsheets separately for each proposed product. A detailed pricing explanation related to these spreadsheets follows.

Proposed Licensing Model: Per Site

Imagine Learning's site license model provides unlimited enrollment with unlimited logins and unlimited access to the proposed solution at each licensed site. **The districtwide pricing on Attachment K is based on this model.**

Product	License Model	Annual Cost	BAFO Cost
Imagine Language & Literacy	Annual Site License	**$12,500 ea.**	**$10,500 ea.**
Imagine Math	Annual Site License	**$5,000 ea.**	**No change**
Optional: Imagine Math Facts	Annual Site License	**$2,500 ea.**	**No change**

Alternate Licensing Model: Per Student

The programs are also available to license per student to support smaller implementations. This license model provides unlimited access to the proposed solution for each licensed student. The license is reusable throughout the contract term. No change for BAFO.

Product	License Model	Annual Cost	
Imagine Language & Literacy	Annual Student License	Tiered, based on qty purchased:	
		3,000+	**$70 ea.**
		1,500 – 1,999	**$75 ea.**
		1,000 – 1,499	**$80 ea.**
		700 – 999	**$90 ea.**
		300-699	**$95 ea.**

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Product	License Model	Annual Cost
Imagine Math	Annual Student License	$40 ea.

Note: per student pricing for the optional Imagine Math Facts solution is available upon request.

Optional: Universal Screener Import

The proposed Imagine Language & Literacy and Imagine Math solutions support the import of data from NWEA MAP. There is an annual per site fee. No change for BAFO.

Product	License Model	Annual Cost
Universal Screener Import	Annual Site License	$500 ea. (per solution / site)

Professional Development

Imagine Learning offers both onsite and virtual professional development options. The final professional development will be customized to meet the needs as outlined. Travel and materials are included in the per-day cost for onsite training. Bundled packages combining multiple days or webinars are available at a reduced cost. No change for BAFO.

Type	Description	Cost
Webinar	Three hours, up to 40 participants	$750 ea.
Onsite	Six hours, up to 40 participants	$3,500 ea.

Imagine Learning Help Center resources, step-by-step guides, best practice information, and ongoing customer/technical support is included at no cost.

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

February 14, 2025

Submitted by **Imagine Learning LLC**
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Tempe, AZ 85281
480.675.7284 (P)
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RFP Contact:
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Table of Contents

1. Introduction and Signed Forms

In this tab, the following items should be provided:

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

Please see the following pages in this tab for Imagine Learning's completed documentation, including:

- Cover Letter
- Proposal Signature Sheet – Attachment A
- Business Classification Form – Attachment B
- Virginia State Corporation Commission Registration Information – Attachment C
- Proprietary/Confidential Information – Attachment D
- Direct Contact with Students – Attachment F

February 14, 2025

Henrico County Public Schools
P.O. Box 23120
Henrico, VA 23223

Dear Evaluation Committee:

Imagine Learning LLC recognizes Henrico County Public Schools (HCPS) as a leader in education, one committed to developing a strong foundation of academic achievement and success that results in lifelong learners. Together, Imagine Learning and HCPS can continue to meet the unique educational needs of the District's diverse population of digital natives by leveraging technology in powerful yet flexible ways to ensure personalized learning opportunities for all.

To satisfy the requirements of RFP No. 24-2795-12EMF for Digital Content Solutions for K-12 for Henrico County Public Schools, Imagine Learning proposes the supplemental English language arts (ELA) and reading solution for PreK-6 students, **Imagine Language & Learning**, and the supplemental math solution for students in PreK through geometry, **Imagine Math.**

Imagine Language & Literacy is the only personalized learning program that simultaneously accelerates literacy skills and English language development. The program delivers targeted, systematic, explicit, and adaptive instruction in phonics, phonemic awareness, fluency, vocabulary, and reading comprehension. Imagine Language & Literacy features authentic, human-voiced, first-language support in 16 languages, including vocabulary word translation, customized activities, reteaching of difficult concepts, and more. Imagine Language & Literacy is evidence-based and standards-aligned and delivers targeted, systematic, and explicit instruction.

Additionally, Imagine Math is a rich and adaptive program that builds students' confidence with grade-level content. Students interact with age-appropriate learning environments via customizable learning pathways that adapt to their unique needs. A critical differentiator is that students have access to on-demand math help by live, certified, bilingual math teachers who provide rigorous individual support and intervention anywhere the student is using the program.

In addition to the proposed solutions, Imagine Learning offers ongoing implementation support and professional development to ensure the success of all educators and students. The Company has the expertise, personnel, and resources necessary to support HCPS in achieving its K-12 digital content objectives.

Sincerely,

Signed by:

Leslie Curtis

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Leslie Curtis
Executive VP & CAO

imagine learning

imaginelearning.com | 877.725.4257

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 NOT USE TRADE NAME):	Imagine Learning LLC
ADDRESS:	100 S. Mill Ave. #1700, Tempe, AZ 85281
FEDERAL ID NO:	45-1565841
SIGNATURE:	Signed by: Leslie Curtis DocuSigned
NAME OF PERSON SIGNING (PRINT):	Leslie Curtis
TITLE:	Executive VP & CAO
TELEPHONE:	480.675.7284
FAX:	480.423.0213
EMAIL ADDRESS:	bids@imaginelearning.com
DATE:	2/5/25

ATTACHMENT B

Company Legal Name: Imagine Learning LLC

This form completed by: Signature: *Leslie Curtis*   Title: Executive VP & CAO

Signed by:
D9B1A55741094F4...

Date: 2/5/25

PLEASE SPECIFY YOUR <u>BUSINESS CATEGORY</u> 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.

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ATTACHMENT C
Virginia State Corporation Commission (SCC)
Registration Information

The Offeror:

☑ is a corporation or other business entity with the following SCC identification number:
__11149663_____ **-OR-**

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

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

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

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

ATTACHMENT D
PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF OFFEROR: Imagine Learning LLC

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

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE
Tab 4	53-55	Confidential project team member bios
Tab 8	67-76	System reporting screenshots not publicly available
Tab 9	77	Confidential partner references
Appendix C	102-112	Confidential project team member resumes

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ATTACHMENT F
DIRECT CONTACT WITH STUDENTS

Name of Offeror: Imagine Learning LLC

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

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

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

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

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

Pursuant to Va. Code § 22.1-296.1(F), no school board shall award a contract for the provision of services that require the contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities when any individual who provides such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of § 19.2-392.02 or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense.
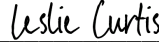
Pursuant to Va. Code § 22.1-296.1(G), any school board may award a contract for the provision of services that require the contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities when any individual who provides such services has been convicted of any felony or crime of moral turpitude that is not set forth in the definition of barrier crime in subsection A of § 19.2-392.02 and does not involve the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense, provided that in the case of a felony conviction, such individual has had his civil rights restored by the Governor.

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

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

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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.).**

Signed by:

Leslie Curtis

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Signature of Authorized Representative

Leslie Curtis

Printed Name of Authorized Representative

Imagine Learning LLC

Printed Name of Vendor
(if different than Representative)

2. Statement of the Scope

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

Imagine Learning LLC respectfully submits this proposal in response to **RFP No. 24-2795-12EMF** for **Digital Content Solutions for K-12 for Henrico County Public Schools**. The Company understands that Henrico County Public Schools (HCPS) seeks qualified providers who can supply content-specific and/or cross-curricular digital content solutions that support K-12 learning experiences via standards-aligned content.

To meet HCPS's needs as outlined in the RFP, Imagine Learning proposes the following supplemental digital content solutions:

- **Imagine Language & Literacy**, a supplemental reading and English language arts program for students in grades PreK-6. Imagine Language & Literacy is a personalized learning program that simultaneously accelerates literacy skills and English language development. The program delivers targeted, systematic, explicit, and adaptive instruction in phonics, phonemic awareness, fluency, vocabulary, and reading comprehension. Imagine Language & Literacy features authentic, human-voiced, first-language support in 16 languages.

- **Imagine Math**, a supplemental math program for students in PreK through geometry. Imagine Math is a rich and adaptive program that builds students' confidence with grade-level content. Students interact with age-appropriate learning environments with customizable learning pathways that adapt to their unique needs. A critical differentiator is that students have access to on-demand math help by live, certified, bilingual math teachers who provide rigorous one-on-one support and intervention in English or Spanish anywhere the student is using the program.

- **Optional: Imagine Math Facts**, an adaptive, gamified learning environment for grades 1-5 to help students gain automaticity in addition, subtraction, multiplication, and division in an engaging, virtual environment. Imagine Math Facts makes fluency practice fun and effective through game-based activities for all learners. <u>Note</u>: Imagine Math Facts is an additional solution to support math fluency practice; use of the program is optional, therefore only minimal information has been included in this response. Additional details are available upon request.

Note: We understand that, per the Q&A for this RFP, solutions provided through existing contracts will continue to be available to the District throughout the term(s) of the contract(s). Imagine Learning's existing contract for an applicable product includes the following:

RFP and Contract Information	Approved Solution(s)
RFP No. 21-2158-4EMF for Software and Support for Academic Credit Recovery (Contract # **2158A**)	**Imagine Edgenuity**: core and elective courses for initial credit, credit recovery, and more for students in grades 6-12

Because it is under contract, Imagine Edgenuity part of this response; however, this solution also includes standards-aligned, cross-curricular digital content that can be used to support the goals identified in this solicitation. Further information is available upon request.

Imagine Learning's point-by-point responses to the Scope of Services specifications follow.

Scope of Services

A. General Requirements:
The Successful Offeror(s) shall provide products that support the design, delivery, and assessment of content across K-12 classrooms. Products may be content specific or cross-curricular that provide content for a variety of different subject areas and provide digital content solutions that include specific research-based, digital tools geared towards supporting learning experiences with high-quality, aligned digital content.
1. **The Successful Offeror(s) shall provide a solution where the digital content product or program includes cloud-based capabilities that allow for the following:**
   a. **Instructional design that empowers educators and students to access aligned content resources, create, modify, and share instructional content and learning experiences within and outside of the platform.**

Imagine Learning's programs are cloud-based, vendor-hosted Software-as-a-Service (SaaS) solutions that support various devices and browsers. No local installations, downloads, or plugins are required. View Imagine Learning's minimum technical requirements for specifics.

Instructional Design
Across all programs, Imagine Learning's content is designed and created by cross-functional teams of experienced educators and instructional designers with degrees in curriculum development, instructional design, instructional technology, and content-area education. The content provides realistic academic rigor and is aligned to standards. Programs and research- and evidence-based, prioritizing the best empirical, pedagogical, and theoretical research to create developmentally appropriate instruction that improves students' academic achievement. The programs support the ability for educators to create, modify, and share content to support a variety of student and implementation needs.

View foundational research for each proposed solution:

Imagine Language & Literacy
How Imagine Language & Literacy Supports Academic Intervention
Providing Research-Based Early Literacy Instruction for All Students
Scaffolding Up: Providing Research-Based Early Literacy Instruction for All Students
Imagine Language & Literacy Supports English Learners in Acquiring Foundational Literacy Skills
Imagine Math
Integrating Language Support in Math Instruction Accelerates Achievement for ELs
Pre-K–2 Math Students Develop Foundational Skills with Imagine Math
Scaffold-Up: Supporting All Students in Achieving Mathematic Proficiency
Imagine Math Supports Students in Acquiring the Technical Language of Mathematics
How Imagine Math Aligns with Research on Effective Mathematics Instruction
The Complexities of Math Learning for All Language Learners

Additionally, research consistently shows that Imagine Learning's programs are efficacious and are proven to improve student achievement when used with fidelity. View research documentation and full copies of internal and third-party research studies and evaluations on our website.

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

Both proposed solutions use assessment and student data to assign and automatically adjust individual learning pathways. Details for each program follow.

Imagine Language & Literacy

Imagine Language & Literacy provides prescriptive, personalized learning pathways that adapt to the unique needs of each student to address learning gaps, accelerate advanced students, and to ensure all students are working in their zone of proximal development.

The program is adaptive to each individual student's skills, chartering personalized learning paths without needless review of previously mastered skills and topics. These personalized learning paths are recommended by the Imagine Learning Smart Sequencer, a proprietary learning tool that combines data from diagnostic assessments with data from current student performance to determine which learning modules should be served to the student. Smart Sequencer also determines the order of the learning modules, which maximizes learning gains in the shortest amount of time. Instead of waiting for the next benchmark to recalibrate learning paths, Smart Sequencer continuously and dynamically adjusts each student's learning path to ensure every minute spent in the program increases learning outcomes. The Smart Sequencer also follows a spiral learning format to reinforce critical skills.
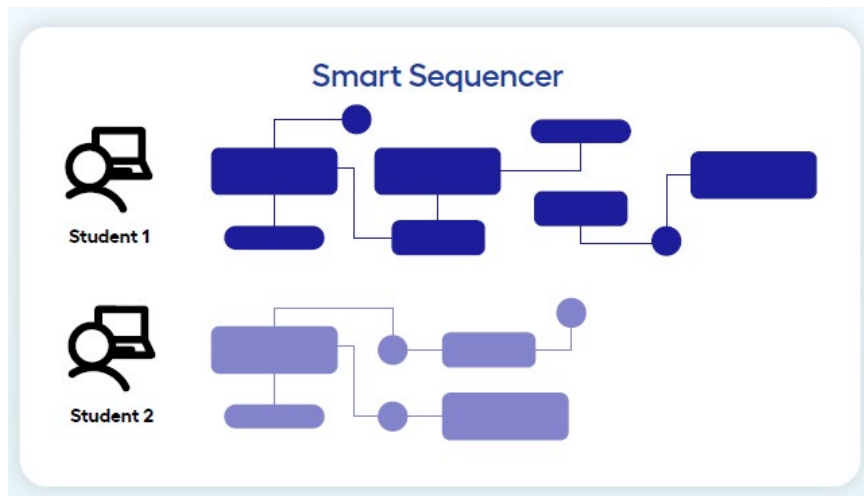
An initial placement assessment for each student determines Smart Sequencer's recommended starting point in the Imagine Language & Literacy learning sequence. Students encounter the in-program assessment when they log into Imagine Language & Literacy for the first time. It includes multiple sub-tests that determine each student's language and literacy proficiency levels and the related underpinning skills.

While the assessment typically takes 25 minutes, students may need anywhere from 10 to 60 minutes due to the adaptive nature of the test. Testing may be divided into two sessions; however, stretching the assessment across several sessions may compromise the validity of results. Once each student's optimal entry point is determined, the Smart Sequencer generates a personalized instructional pathway to address unfinished learning and build on individual strengths, accelerating them towards grade-level standards mastery.

Four Instructional Strands

The placement assessment gives students four distinct starting points that correspond with Imagine Learning Language & Literacy's four instructional strands:

*inclusive of Tier 1 vocabulary and Tier 2 academic vocabulary
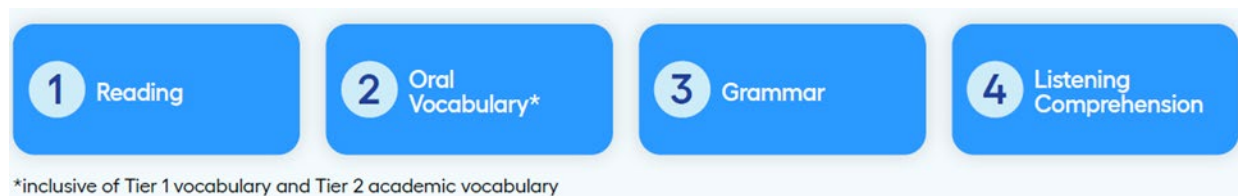
The **literacy domain** includes the reading instructional strand. The initial reading subtest considers the student's school grade level to determine whether the student is initially assessed on letter recognition (grades K-2) or word recognition (grades 3-6). It adapts to find students' true performance from this starting point. For example, a student in grade 4 will begin with the word recognition subtest. If a student is unsuccessful, they receive a letter recognition subtest. If a student is successful on word recognition, the literacy section will continue to adapt up through the sentence recognition subtest until they are placed at the appropriate starting point in the literacy strand.

Next, students enter the **language domain**, which consists of vocabulary and grammar subtests. The vocabulary subtest assesses both basic and academic vocabulary (tier 1 and tier 2) at the strand correlated to their literacy score. Students who are assessed at grade 1 or higher (book 30 and above) in the reading strand will be assessed on grammar. Students who are not initially placed into grammar may receive it following completion of book 30.

Alternatively, Both NWEA MAP Growth and the Imagine Galileo ELA Benchmark Assessment may be used to place students into the Imagine Language & Literacy instructional sequence in lieu of the embedded placement assessment. If these external assessment scores do not suggest a clear starting point in any of the four instructional strands, Smart Sequencer may automatically assign additional subtests to students to refine their placement.

Ongoing Adaptive Assessments

Students continually grow and change, so as they interact with learning modules the Smart Sequencer collects data and refines each pathway dynamically. This personalized approach respects that learning is not a linear process. Students can experience both moments of rapid growth and periods when progress takes more time. Interim checkpoints determine when a student needs to skip concepts that they already know, when they need to encounter concepts that complete unfinished learning, or when they need additional review before reaching mastery.
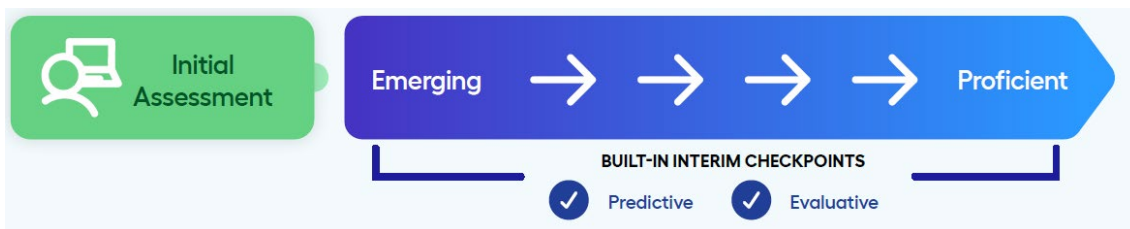

The Smart Sequencer employs two forms of built-in interim checkpoints that analyze student performance to determine which adjustments the Imagine Language & Literacy should make to better support the student's growth.

- **Predictive checkpoints** determine whether or not the program should deliver an upcoming lesson to the student. The decision is based on established proficiency or through a short quiz given just prior to the lesson. Predictive checkpoints occur in vocabulary, grammar, and listening comprehension strands.
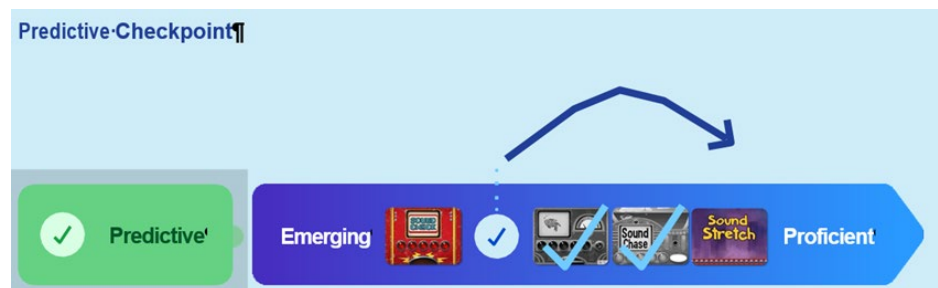
For example: Several weeks ago, a student was placed into Language & Literacy and began their personalized learning path. During that time, they also completed daily word-building lessons with the whole class that strengthened their vocabulary skills. The student is about to start a new group of vocabulary lessons in the program, but first, they encounter a predictive checkpoint. The student quickly and easily responds to the task with newly acquired vocabulary skills. Smart Sequencer factors this new data point into its recommendation. It removes the next planned group of vocabulary-centric lessons from the student's learning path, preventing the student from a needless review of mastered material.

- **Evaluative checkpoints** look back at the student's performance in prior learning modules to determine what type of instructional support Imagine Language & Literacy should provide in an upcoming lesson or group of lessons. Evaluative checkpoints occur in word recognition activities and in grade-level reading strands.
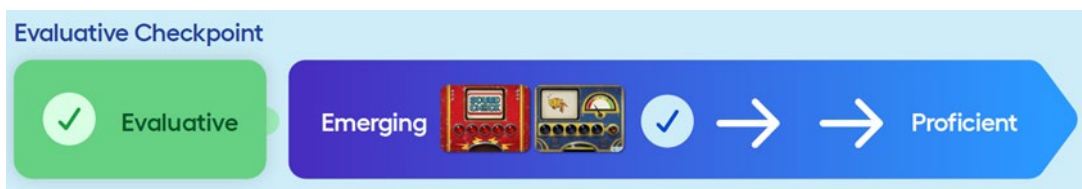
For example: A student is slated to encounter a new book. Smart Sequencer triggers an evaluative checkpoint that looks back on the student's prior work with the last three books, specifically on how well the student handled the word recognition and vocabulary activities affiliated with each book. If the student was successful, Smart Sequencer adjusts the student's learning path to skip initial activities and move quickly into the story. If performance data suggests that a student is falling behind, the student will receive extra practice prior to reading the story and will encounter the initial word activities related to the new book after reading to reinforce weak skills.

Imagine Math

Imagine Math assessments are specifically designed for screening and placement, to deliver personalized pathways that adapt to each student's unique needs, to measure gains throughout the year, to inform and plan targeted instruction, and to track progress toward mastering algebra. The test questions are linked to rigorous standards, and these assessments provide actionable data in real-time to teachers and administrators, who can also provide reports to parents. The program has the ability to measure on-going student progress by integrating the Quantile® Framework from MetaMetrics® (QF) and ongoing formative assessment, to measure student growth over time.

Imagine Math's system begins with a computer-based adaptive assessment that places math learners appropriately in the program. The goals of Benchmark 1, or placement test, is to (1) determine students' readiness for math instruction and (2) create a personalized lesson pathway of "just right" target lessons for each student Lessons are designed to focus on what matters most and are presented in a logical progression. Because the system is adaptive, prerequisite, or below grade

level, lessons are added to pathways based on student performance. The system identifies the necessary precursor lessons a student should take before confronting each of the grade-level lessons of his or her assigned pathway. Student progress is monitored at every step. The assessment adapts to student's responses. Once a student begins the test, questions get easier or more difficult according to performance. Lower-achieving students experience less test-taking anxiety and fatigue because questions are closely aligned to their math ability.

Beyond the initial placement assessment, two additional benchmark assessments are embedded in Imagine Math. Testing intervals provide ample time for students to demonstrate math gains on the assessment. The Imagine Math benchmark assessments are designed to allow for flexible test administration at any time within the school year. The flow of a personalized learning pathway follows:
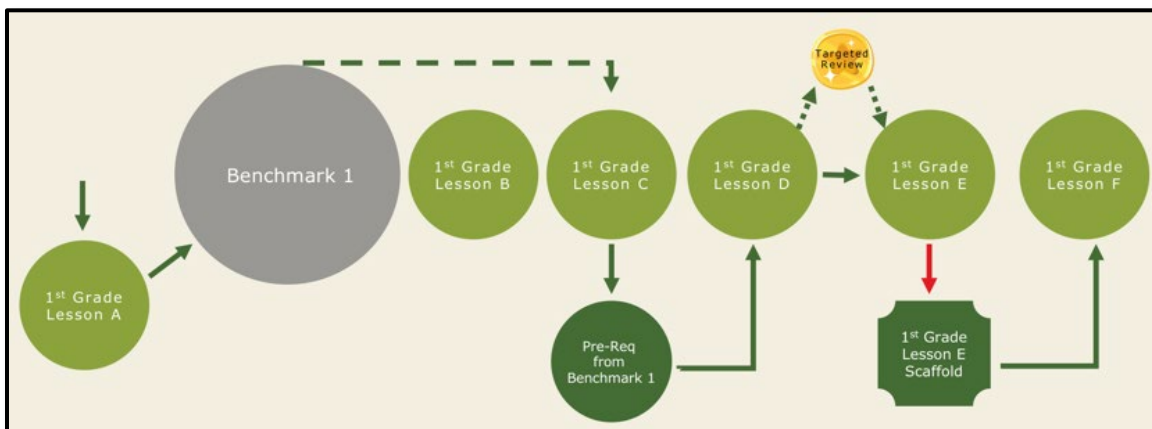
A sample learning pathway of a student who is working at grade level.
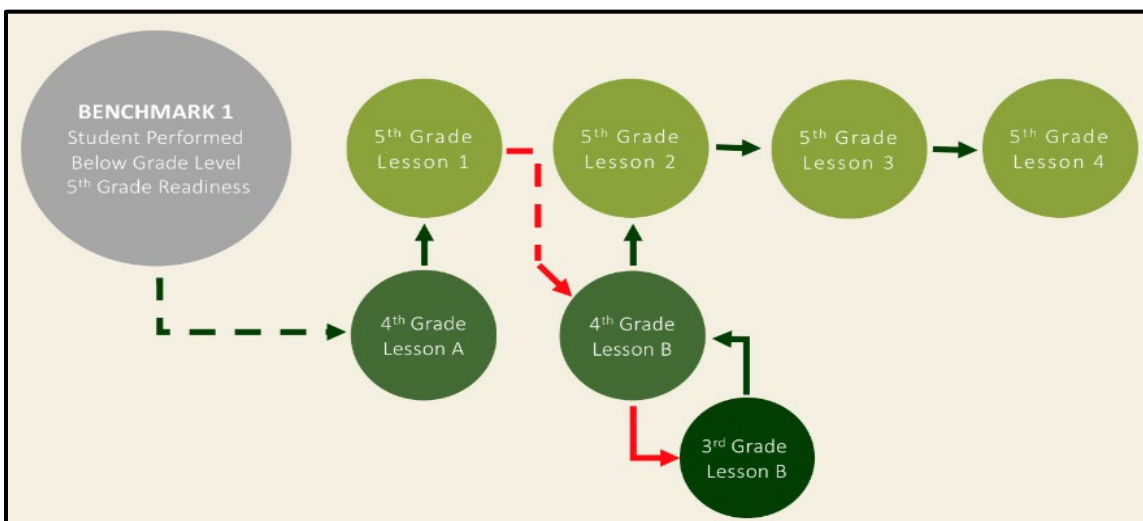
A sample learning pathway of a striving learner who needs additional support to get to grade level.

The program creates personalized lesson pathways for each student based on their grade level and individual learning needs. Teachers have the choice to assign students pre-created pathways or to create specific curriculum pathways for one or more students to use.

The Imagine Math system continually adapts to student needs in real-time in two key areas. First, the Imagine Math instructional escalation model provides students with more help as they work through concepts. Second, the Imagine Math adaptive content system adapts content delivery to student performance for below-grade-level needs, grade-level progress, and above-grade-level acceleration. As students work through content on the Imagine Math system, instructional support continually escalates based on how the student performs. Instruction is always supported by meaningful practice and the application of knowledge at the conceptual level.

Imagine Math offers personalized instruction based on the student's understanding and adapts the content the student sees based on his or her performance. Students who are not ready for grade-level material, indicated by their instructional grade level provided from the benchmark tests, are given a sequence of precursor lessons that helps build them up to grade level material. If a student is given a precursor lesson they no longer need, they may "skip" a lesson by demonstrating mastery on the lesson pre-quiz. In addition, not passing the post-quiz will generate additional precursor lessons as needed.

Imagine Math measures a student's current capacity for learning and takes the appropriate measures to provide adaptive, targeted instruction on a real-time basis. If a student struggles with a math concept, the Imagine Math system is constantly collecting and analyzing data to adjust each student's learning experience.

In the grades 3+ learning environment, when a lesson is complete and a student has shown that they are still struggling with the math concepts, they are redirected to a lesson that will help them work on the precursor skills and understandings for that particular concept. Once the student has evidenced a solid foundation of the prerequisite skills, they move back to retake their target lesson; now equipped with the prior knowledge and skills they may have been missing on the first attempt. As a student's mathematical skills progress, Imagine Math meets them at their level, providing new concepts, practice, and related enrichment so they are continually engaged and excelling within their zone of proximal development for as long as possible.

The Quantile Framework

The Quantile® Framework for Mathematics helps educators match students to "just right" learning resources for math. Quantiles directly link assessments and instruction, measuring the difficulty of math skills and concepts being taught and connecting those to the mathematical ability of each learner. MetaMetrics® developed quantiles to offer a scientific approach for matching students with resources, and they are used with millions of students. States partner with MetaMetrics, providing Quantile measures on the state assessments students take each year.

Throughout the school year, Imagine Math's benchmark assessments measure the growth of each student's achievement level and report the results using the Quantile Framework for Mathematics. Research shows that regular use of Imagine Math is associated with substantial increases in math proficiency, as measured by increases in Quantile scores between benchmark administrations.
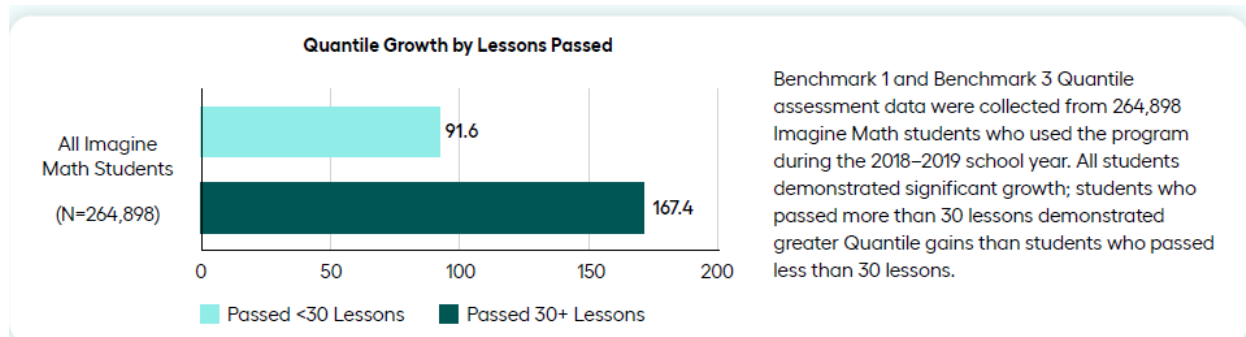
Imagine Learning's comprehensive system for success combines Imagine Math Benchmark Tests with the Quantile® Framework for Mathematics. Students' Quantile Benchmark measures power individualized learning paths, scaffolded to meet each learner's needs with automatic differentiation. Imagine Math effectively connects assessment and instruction to improve student outcomes and empowers teachers to:

- Identify gaps in conceptual understanding and identify topics for enrichment for learners who are ready.
- Match students with math instruction at their ability level, setting them on the path to success with standards mastery.
- Closely monitor progress and make instructional decisions that positively impact state assessments.
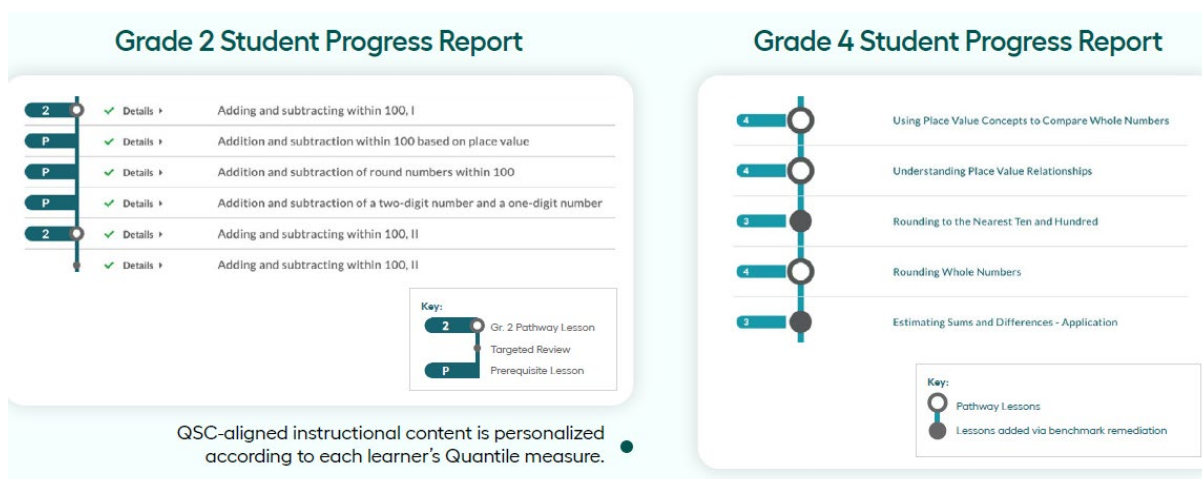
Optional: Imagine Math Facts

Imagine Learning also offers Imagine Math Facts as an additional, optional resource. Imagine Math Facts is a standards-aligned digital core math facts fluency program that caters to elementary and early middle school grades. Imagine Math Facts helps students achieve the following milestones:

- Automatic recall of single-digit addition and subtraction facts by the end of second grade
- Automatic recall of multiplication and division facts by the end of third grade

This automaticity frees up working memory, allowing students to focus on learning higher order math concepts.

Imagine Math Facts takes place in an engaging, rich, 3-D environment that simulates a video game. The program begins with an assessment of addition and subtraction within 20 as well as multiplication and division within 10. The program asks students each single-digit operation question and evaluates their responses for both speed and accuracy. Once students complete the initial assessment, the program automatically creates and constantly updates a curriculum for each student to improve their math skills in the targeted area. The program also initially assesses and regularly updates typing speed in order to separate recall speed from total response time.

Imagine Math Facts monitors student performance and adapts to the immediate, evolving needs of each student. The program is engaging and presents facts students must learn for mathematical success, beginning with the initial assessment and continuing through ongoing assessments as students play the game. Imagine Math Facts provides the exact level of intervention each student needs, regardless of grade level or whether the student requires more instruction or less. Additionally, the program does not limit students to learning only facts necessary for grade-level proficiency, but also provides advanced students with above grade-level material—ensuring all students remain engaged and challenged.

Imagine Math Facts assesses and reports student effort and achievement throughout the program, updating which facts a student has learned, how well they have learned it, and how thoroughly they

have developed long-term retention of each fact. The program regularly provides this feedback to students, both instantly as they are working on individual problems and comprehensively as they progress through various levels of mastery.

Additional information on this optional program is available upon request.

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

Imagine Learning's proposed programs adjust automatically and can be further customized via manual means to meet student needs, specific learning objectives, and preferences.

Imagine Language & Literacy

Imagine Language & Literacy helps students acquire, develop, and strengthen the language skills necessary to fully participate in academic settings and to prepare for future success. The program takes an asset-based approach that recognizes that all students possess powerful cognitive, linguistic, cultural assets, experiences, talents, and perspectives into their learning environments regardless of their background or ability level. Research shows that when students believe they are capable of developing their intelligence, they outperform their peers who believe they have a preset level of ability.

In service to this asset-based educational philosophy, Imagine Language & Literacy can deliver standards-aligned, grade-level literacy content through an MTSS framework aligned with HCPS requirements. For example, Imagine Language & Literacy can be implemented in support of:

- **Tier 1**: Provides high-quality, personalized, adaptable, standards-aligned language and literacy instruction to all students, including English learners, striving readers, special education students, and gifted students.
- **Tier 2**: Embedded assessments continually test a student's current level of understanding and adjust the learning pathway with additional instruction, scaffolding, practice, or review as needed to get the student to passing grade-level content. First-language support in 16 languages reaches students from multiple ethnic backgrounds.
- **Tier 3**: The program identifies students who need intensive support and delivers standardized, actionable data to the educators to help drive teacher-led one-on-one, small group, or whole class interventions. Dashboards and reports, such as the Action Areas Tool, help pinpoint the exact content or topics with which a student is struggling and can recommend intervention activities. An on-demand library of printable resources, activities, and lesson plans can help the teacher provide additional personalized practice and support.

Custom Playlists

Educators can assign intervention tools and launch texts, games, explicit instructional sequences, videos, and create playlists to support customized instruction for individual needs. Accompanying materials—such as graphic organizers and response journals—are also available for direct printing.

The Action Areas Tool allows teachers to create custom playlists, recording student performance and dissagregating data. Playlists empower teachers to assign a custom set of activities appropriate for whole-group, small-group, and one-on-one instruction. Teachers can also build playlists using the Activity Explorer and Playlist features available on their dashboard. However, building playlists directly from the Action Areas Tool allows for targeted intervention and reinforcement, ensuring every student—especially ELs—receive individual instruction to achieve grade-level proficiency.
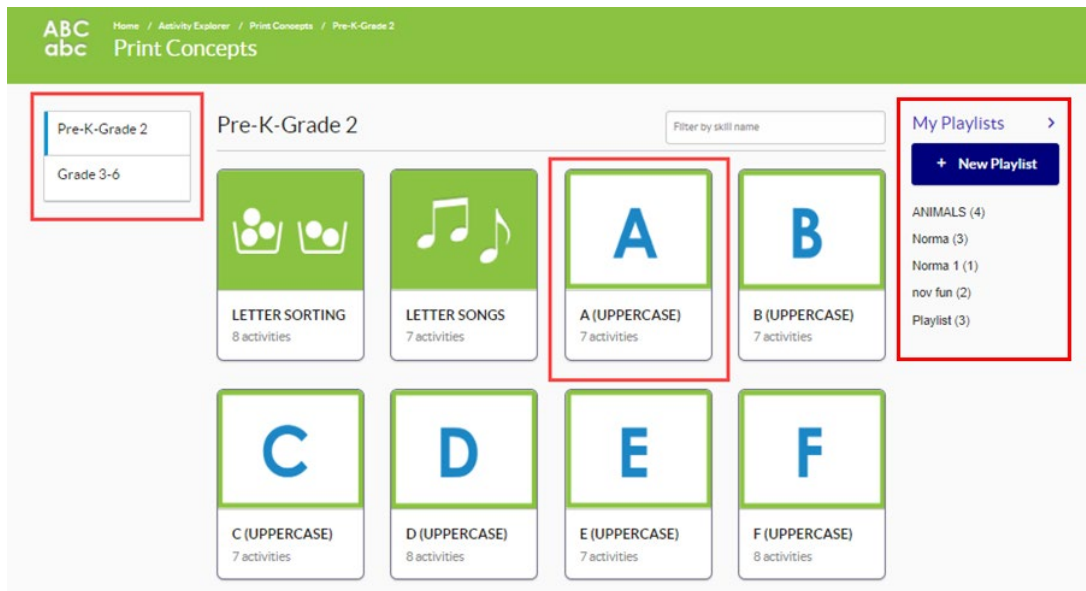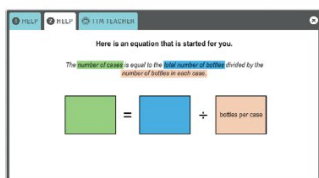

Imagine Math

Imagine Math helps students establish deep understanding and unwavering confidence in their ability to communicate in the language of mathematics, make connections, build the aptitude to solve problems, and justify reasoning both inside the classroom and in day-to-day life—which moves students beyond computation to real comprehension. Imagine Math provides adaptive math instruction that meets students in their zone of proximal development and differentiates content. The program includes a tiered approach aligned with MTSS strategies, and it deploys scaffolds as needed to help students shore up learning gaps, clarify misunderstandings, and reach and master grade-level content. Details about how Imagine Math supports an MTSS approach and about its scaffolds that support all student populations follow.
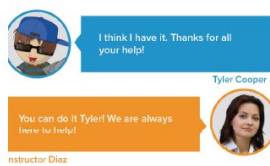

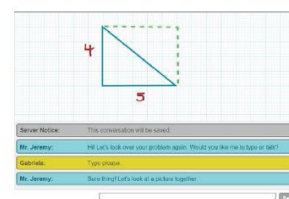**LEVEL 1** — Automated, customized corrective feedback

LEVEL 2 — Type or talk with expert online math teachers

LEVEL 3 — Two-way virtual whiteboard environment

Imagine Math supports an MTSS approach, as follows:

- **Tier 1**: Provides high-quality, personalized, adaptable, standards-aligned math instruction to all students, including English learners, striving readers, special education students and students with disabilities, and gifted students. Appropriate scaffolding, including remedial lessons to shore up incomplete learning, is provided to get students to work on grade-level content.
- **Tier 2:** Embedded assessments continually test a student's current level of understanding and adjust the learning pathway with additional instruction, scaffolding, practice, different modeling and examples, or review as needed to help get the student to pass grade-level lessons. First-language support is available in English and in Spanish. Additional resources are available, such as the optional built-in calculator (teachers can turn this off) and the online glossary. Teachers can print and assign optional offline resources to provide additional practice or enrichment. Students who fail a lesson will show that in the reports so that the teacher is aware and can provide intervention if necessary. The program will also supply remedial lessons as needed.
- **Tier 3:** Students who continue to struggle can request assistance from a live, bilingual certified math teacher who provides intensive, one-on-one intervention in English and in Spanish. The live teacher employs problem-solving strategies to help the student gain a conceptual understanding, think through the problem, and discuss his or her thinking to identify misunderstandings. The program also predicts which students might need additional support from a live teacher, enabling proactive intervention.

Dashboards and reports also deliver actionable data to educators that can drive teacher interventions. For example, reports summarize a student's or class's overall lesson pass rate and help pinpoint the content or topics with which a student is struggling and recommend intervention activities. An on-demand library of printable resources, activities, and lesson plans can help the teacher provide additional personalized practice and support. Teachers also can create and assign customized learning pathways to individual students or groups for even more curated instruction.

Custom Pathways

Imagine Math is extremely flexible and keeps teachers in control. Teachers have the choice to assign students or classes pre-created pathways or to create their own custom pathways with specific curriculum components for one or more students to use. By default, students are assigned their state's grade-level pathway. These default pathways contain a full year's worth of grade level content aligned with state standards. However, teachers can also assign additional or other pathways or create their own pathways to assign. These additional pathways can be assigned to review a unit, remediate gaps in knowledge, provide a homework pathway for students, provide a targeted pathway focusing on a specific concept, strand, or an individual student's needs. Custom pathways are excellent options for IEPs and students with disabilities, as well as for gifted students who are ready for more challenging work. In addition to the national and state default pathways, the program contains the following prebuilt pathways that are available: Illustrative Math, NWEA, Bridges Intervention, Eureka, Go Math, Everyday Math, and more.

Educators have many customization options when working with custom pathways. For example, they can re-arrange lessons in a pathway to better fit their needs or create one from scratch. They can also create a pathway with remediation lessons or lessons not yet mastered. Teachers have the freedom to customize pathways by choosing the lessons and the settings for the pathway. The project team assigned to support HCPS schools, as well as our customer support team, are available to assist with custom pathways as needed.

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

The proposed solutions feature an array of robust, user-friendly reports for administrators, educators, and parents that deliver actionable data in real-time. Users have access to various dashboards and filters to customize the data shown. Reports can be filtered to show data at the district, school, grade, teacher/classroom, group, and individual levels. Teachers can download and export reports into a variety of formats to easily and quickly share information with parents and guardians. Information is available to show usage and engagement as well as student progress, areas of struggle, and more.

Imagine Learning's data reporting teams are also available to assist the District with customized reports as needed. For detailed information about the programs' reporting capabilities, see Tab 8.
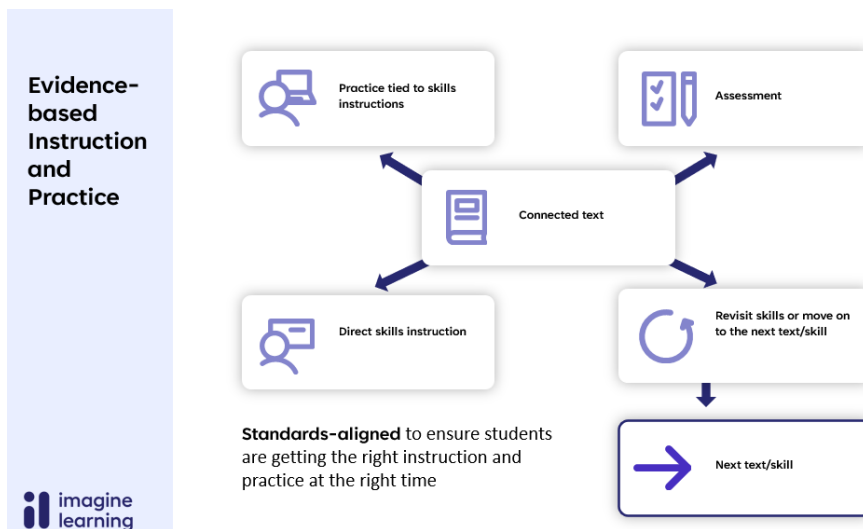
2. The Successful Offeror(s) shall provide a solution for a teacher/student to access aligned digital content resources to support the design, delivery, and assessment in a learner-centered environment. Products may be content specific or cross-curricular.

Imagine Learning's proposed solutions provide teachers and students access to standards-aligned, content-specific curricular resources in a learner-centered environment. A detailed overview of the design, delivery, and assessment of each program follows.

Imagine Language & Literacy

Imagine Language & Literacy is an adaptive learning solution that accelerates reading and language proficiency for students in grades PreK–6. Designed to supplement core literacy instruction, Imagine Language & Literacy provides instruction and practice in all four critical skills of literacy—reading, writing, listening, and speaking.

Development of both oral and academic language are essential to literacy. Through a systematic approach to vocabulary, grammar, and language conventions, Imagine Language & Literacy explicitly teaches listening and speaking, as well as teaches students the skills critical to reading comprehension and language proficiency, empowering them to unlock learning across all subject areas.

Evidence-based Instruction and Practice

- Practice tied to skills instructions
- Assessment
- Connected text
- Direct skills instruction
- Revisit skills or move on to the next text/skill

Standards-aligned to ensure students are getting the right instruction and practice at the right time

Next text/skill

Imagine Language & Literacy aligns with five well-established, research-based principles of effective interventions that contribute to students' reading achievement. The program:

- Provides rigorous, explicit instruction that deepens and accelerates students' foundational reading skills, oral language development, fluency, and reading comprehension.
- Offers multisensory instruction that meets the needs of diverse learners and engages and motivates all students.
- Offers adaptive, differentiated instruction based on precise ongoing assessment, and provides educators with relevant data and actionable insights for teaching and learning.
- Integrates strategic scaffolding and formative feedback that makes instruction effective for a diverse array of learners.
- Integrates research-based guidance to meet the needs of English language learners.
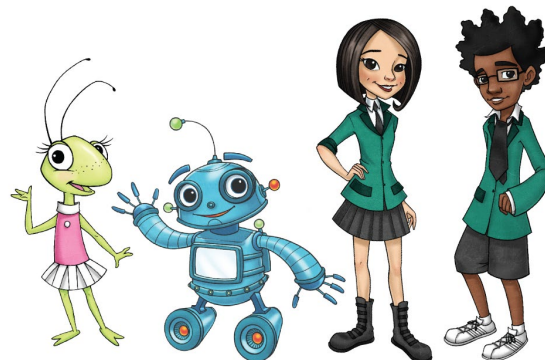
With Imagine Language & Literacy, students receive systematic and explicit instruction in the five key areas of literacy as outlined by the National Reading Panel: phonemic awareness, phonics, fluency, vocabulary, and comprehension. In addition to instruction in these five areas, Imagine Language & Literacy also provides English language instruction, helping students build listening and speaking skills. More than 5,000 engaging activities provide effective practice and repetition.

In addition to providing systematic and explicit instruction, Imagine Language & Literacy offers the following key differentiators:

- **Immediate Scaffolding and First-Language Support**: Imagine Language & Literacy provides strategic first-language support in 16 languages for English Learners, including vocabulary word translation, customized activities, guidance on difficult concepts, and more. Supported languages include: Arabic, Cantonese, French, Haitian Creole, Hmong, Korean, Japanese, Mandarin, Marshallese, Portuguese, Russian, Somali, Spanish, Tagalog, Vietnamese, and English. Print materials are also available in the following languages: Burmese, Karen, Urdu, Farsi, and Polish. First-language support is scaffolded, fading as the student becomes more proficient. This support includes instructions in the first language, translations, and customized activities. For example, when ELs learn about rhyming, the program first teaches students how to rhyme in their first language before transferring the skill to English. ELs also learn various English phonemes that do not exist in their first language, learning proper pronunciation through a video of a mouth model.

Instructions with L1 Fade

Customized Phonological Activities

**Complex Concepts Have Additional Explanation in First Language**

**Instructive Feedback in Student's First Language**

Direct Vocabulary Translations

- **Language Development**: Direct, explicit instruction in all five components of reading accelerates language proficiency for ELs. Imagine Language & Literacy explicitly teaches students the academic language—including both vocabulary and grammar—that characterizes complex texts. Professionally recorded audio and clickable vocabulary words help students learn how to communicate in English.
- **Real-Time Adaption**: Imagine Language & Literacy delivers explicit, targeted instruction to each student through personalized learning paths that continually adapt based on performance. After an initial placement test, ongoing predictive and evaluative checkpoints ensure students are working in their zone of proximal development. The program gives immediate corrective feedback that is safe and nonjudgment to promote a growth mindset.
- **Oral Reading Fluency**: Imagine Language & Literacy delivers many read and record activities throughout students' instructional pathways. Students can listen to their recordings, often rerecording to ensure proper pronunciation. Teachers can also access and share these recordings via the Student Portfolio.
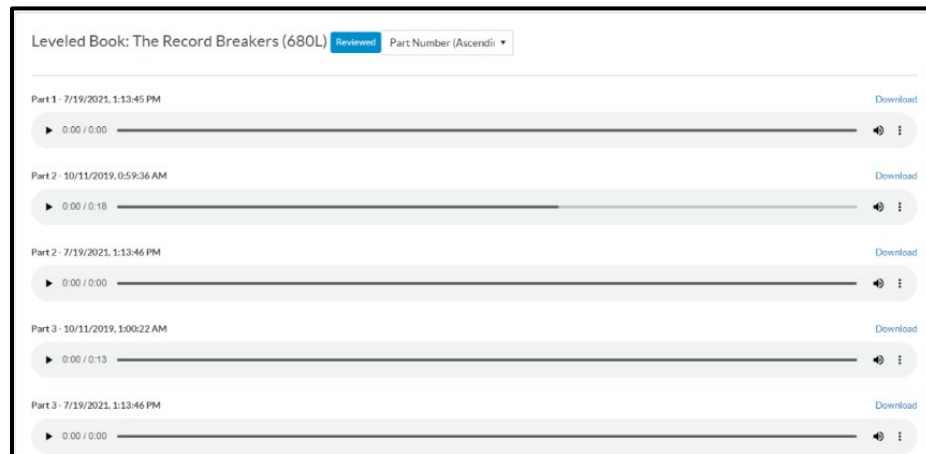
- **Listening and Speaking**: Students learn conversational phrases and academic vocabulary. Students also practice listening comprehension skills by listening to texts the program reads aloud and then answering a comprehension question.
- **Test-Taking Skills**: The comprehension questions students encounter in the program are similar to questions encountered on state tests. Students learn important skills that assist in test taking, such as how to answer intuitive questions and how to answer literal questions.
- **High Level of Engagement**: The program uses multiple modalities and employs high-quality art, video, music, chants, and games to keep students involved. This high level of engagement ensures students remember what they have learned, applying their newly acquired skills in all content areas and on exams. The program helps build student understanding by connecting prior learning and contexts to the current lesson. The program gives students choice and agency through the many engaging games and activities.
- **Automatic Updates:** Imagine Language & Literacy continually updates with new activities, content, and improvements; new releases are deployed regularly. With Imagine Language & Literacy, there is no need to purchase multiple software programs or supplemental materials to receive the full instructional program. And because the program is Cloud-based, updates are available automatically without the need for manual involvement of IT departments.
- **Teacher Customization**: The program's Activity Explorer, Playlist, and Action Area Tool features allow teachers to quickly search, view, and assign content for whole-group, small-group, or one-on-one instruction. The ability to search by topic, keyword, or curriculum ensures students receive an enriched learning experience with content that builds confidence and meets student needs and interests. These resources also help teachers drive and supplement instruction based on the content they are teaching in their classroom.
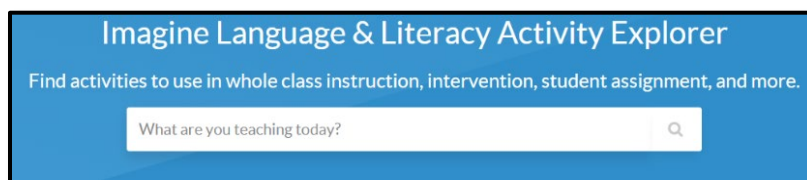
- **Optional Printable Materials**: Imagine Language & Literacy provides teachers with offline learning resources—such as graphic organizers, response journals, flashcards, and independent worksheets. These resources also help support teachers in planning accurate and effective instruction.

  - Over 300 offline reteaching lesson plans for print concepts, phonological awareness, phonics and word recognition, and reading comprehension skills
  - Creative, kinesthetic, or social classroom activities, reinforcing and extending the skills students learn in Imagine Language & Literacy
  - Lesson details showing teachers the series of Imagine Language & Literacy activities that work together to teach students a particular set of skills

Each classroom activity includes a learning objective, target skills, and materials—including any printouts—and clear steps to conduct the activity. Each reteaching lesson plan includes a list of materials including printouts—such as flashcards and preparation tasks—as well as a scripted lesson plan suitable for intervention specialists, reading paraprofessionals, substitute teachers, or other assistants.
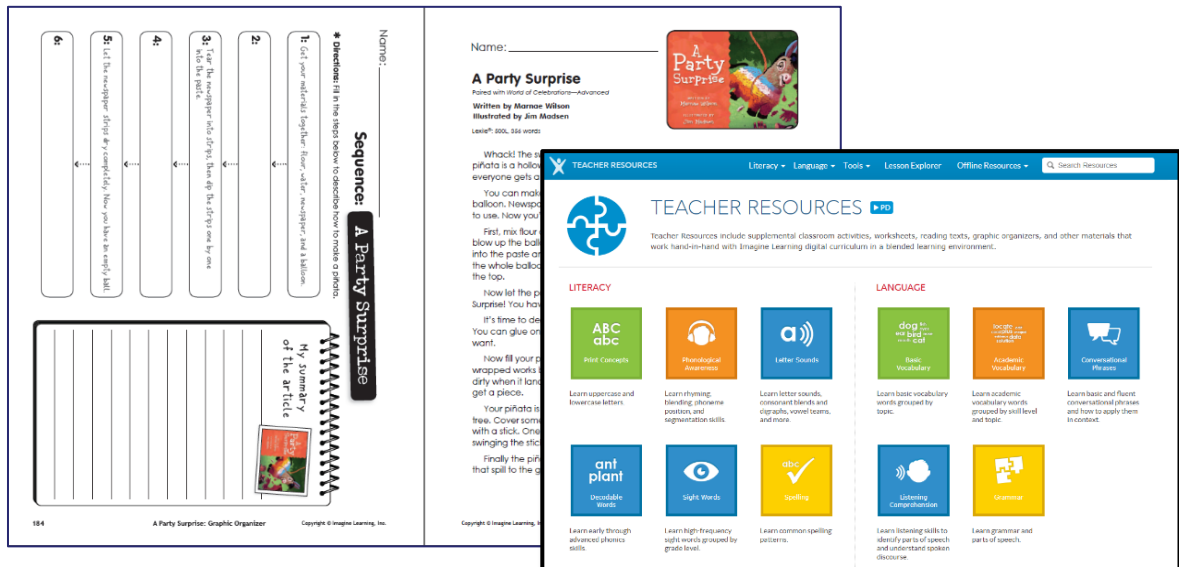
- **Family Letters.** Imagine Learning provides parent letters in 22 languages detailing login information and helpful tips to support their children—whether they are in the classroom or at home. These parent letters describe Imagine Language & Literacy for beginning and intermediate level students. Imagine Learning understands the diversity of families, and therefore the letters are available in Arabic, Bengali, Burmese, Cantonese, English, Farsi, French, Haitian Creole, Hmong, Japanese, Korean, Mandarin, Marshallese, Polish, Portuguese, Russian, Somali, Spanish, Swahili, Tagalog, Telugu, Urdu, and Vietnamese.
- **Reporting and Actionable Data**: Imagine Language & Literacy is aligned with national and state standards. The program features robust data reporting tools and dashboards for educators to drive more effective interventions. Teachers can also build playlists from the

Action Areas Tool, empowering them to further customize instruction for ELs. Imagine Language & Literacy also now provides a Playlist Report, listing a student's performance, progress, and time they spent completing the playlist.

Meeting the Needs of English Language Learners

Additionally, Imagine Language & Literacy advances proficiency for all English Language Learners (ELLs) in grades PreK-6, whether they are newcomers or long-term ELs. With adaptive instruction and strategic scaffolding intentionally designed for ELLs, Imagine Language & Literacy amplifies student confidence for English language development.

Personalized, adaptive instruction—complete with first-language support—meets newcomers and intermediate ELLs where they are in their path to language acquisition.

- **Personalized learning pathways** provide just-right instruction for students with varying degrees of proficiency in English and varying degrees of literacy in their first language.
- **Strategic L1 support**: available in 16 languages—delivers direct vocabulary instruction and activity directions in the student's first language. As students' proficiency grows, the program gradually withdraws first-language scaffolding. Additionally, the program delivers instructional feedback in a student's first language, delivered via a growth mindset philosophy.
- **Explicit instruction in phonemes** not found in a student's first language targets individual instructional needs.
- Concepts—such as rhyme—are taught in the student's first language to **build background knowledge**, before transferring the skill to English.
- **Three levels of vocabulary instruction**—beginning with basic and culminating in advanced academic vocabulary—elevate language proficiency and participation in whole-class activities.

Supporting Unfinished Learning

Imagine Learning understands that students come with unique cultural and academic assets as well as unfinished learning and gaps in mastery. That is why Imagine Language & Literacy's rigorous, explicit, and personalized instruction adapts to the unique needs of students, shores up learning gaps, and scaffolds up to grade-level content. Imagine Language & Literacy contains tools that help take the following steps to address unfinished learning:

- **Assessing, Measuring, and Evaluating Learning Loss**: Embedded assessments and robust reports/dashboards enable teachers to assess, measure, evaluate learning loss. Teachers can monitor usage, growth, and progress AND pinpoint precise areas of unfinished learning to drive more effective interventions. More information on reports is provided later in this proposal. Read-and-record activities help students develop and monitor their oral reading fluency—and help teachers capture running records automatically.
- **Equitably Increasing Learning Opportunities and Digital Accessibility**: Personalized learning pathways deliver additional instruction and practice when students struggle with a skill or concept. Teachers can even create custom playlists of activities based on identified

instructional needs. The program also deploys strategic scaffolds to address the unique needs of various student populations, including low-income, racial or ethnic groups, gender, ELs, children with disabilities, and other groups. Age-appropriate instruction also helps students remain engaged, and more information on this is provided below.

- **Minimizing Disruption to Student Learning**: Critical literacy skills are reinforced through connected texts that are integrated into the instructional pathway. Word recognition and reading comprehension strategies are taught through literary and informational texts in a range of genres. The program supports multiple learning formats, including online and offline instruction, at home and at school.

High Student Engagement

Imagine Language & Literacy engages students with multiple inputs and outputs, including graphics and other rich media, incentives, and gamification components, reading books, singing and chanting, playing learning games, watching videos of peer modeling, writing responses, and designing environments. The learning environment is age-appropriate and highly engaging to motivate students and increase success. Descriptions of some of the engaging content follow:

- **Reading Books**: Students follow along with a narrator as he or she reads narratives and nonfiction texts. The program highlights each word as it is spoken. Front-loaded vocabulary acts as scaffolding and helps students comprehend the texts they read. Students must listen attentively to answer comprehension questions at the end of the selection. Students can also click any word to hear it spoken or move the cursor over pictures to hear the name of the item.
- **Singing and Chanting**: Students have multiple opportunities to hear and sing along with songs, nursery rhymes, and chants. The program highlights the text of each song and chant as characters sing or speak aloud, reinforcing the left-to-right directionality of written text.
- **Learning Games**: Many of the program's activities also have built-in games to motivate students. For example, in Galactic Goal, students earn extra time to play by answering vocabulary questions correctly. In Vocab Dash, the students play a monkey gathering fruit. Every few seconds the game stops students, who then must answer a question in order to continue. The program encourages and praises students with engaging graphics—such as fireworks or characters in the activities. Many aspects of the program strive to motivate and encourage students to succeed.
- **Watching Videos of Peer Modeling**: Although a computer is not a peer, Imagine Language & Literacy provides peer modeling and feedback to help students develop their language and literacy skills. Animated characters and videos of peer-aged students instruct on comprehension strategies and the meaning of difficult vocabulary words.
- **Writing Responses**: Students have varying opportunities to write and type in the program. In Application Station, students type a written response to texts they read; these responses are then submitted to their teacher for review. In grade three of the Excellent Editor activity, students type their corrections to sentences.
- **Read and Record**: Students read foundational texts by echoing a model and recording each page. Students can compare their speech to that of the model. Based on their comparison, students may choose to correct their recording. After every five beginning books, students record the story on their own. Students can click any word to hear the program say it aloud

before they record. Teachers can evaluate student recordings at any time in the student portfolio, analyze for improvements in fluency and confidence throughout the year, and share the recordings with students and parents.

- **Designing Avatars & Fun Environments**: Students earn the opportunity to customize their own avatar and other environments in the Imagine Museum. This creative outlet motivates students to succeed, as their success directly correlates to the amount of time they can spend designing environments. The Imagine Museum serves as an external reward experience. The museum has multiple "habitats" and "habitat exhibits" with which students can choose to interact. Students use Booster Bits to buy items to customize their exhibit. Visits to the Imagine Museum are fun and rewarding for students; however, after 90 seconds, the program automatically returns students to the learning activities.

- **Booster Bits**: Acting as a type of currency in the program, Booster Bits are meant to be personal progress tracking tools for students. The program awards Booster Bits based on correct answers. Imagine Language & Literacy uses Booster Bits to determine when a student is eligible to return to the Imagine Museum as well as the items available for purchase. Students can enter the museum every time they earn 250 Booster Bits. Additionally, every thousand Booster Bits earned results in a level up—which should not be confused with grade levels used in units of instruction—unlocking new items students can buy. Students can view a Booster Bits progress bar while visiting the museum and the program awards Booster Bits at the end of activities. The progress bar shows the number of Booster Bits required to return to the museum and also indicates a student's level. Additionally, teachers can award Booster Bits when reviewing student portfolios—described in detail later in this proposal—which acts a repository where the program stores student recordings and writing exercises.

Color	Student Action	Booster Bits Earned
	Answering correctly on the first attempt.	20
	Answering correctly on the second attempt, provided the activity allows more than one attempt	10
	Answering incorrectly on the first and second attempt.	0

Imagine Math

Imagine Math is an adaptive, web-based program that provides rigorous, personalized, and supplemental math curricula for students in grades PreK–high school. Developed by educators, game designers, and technology developers, Imagine Math delivers appropriately challenging content with the right combination of academic rigor and gamification to motivate and engage students.

The program focuses on assisting emerging learners acquire the language of math and embrace problem solving. Imagine Math offers students of all levels a rigorous learning experience coupled with the following features, functionalities, and supports:

- Personalized, rigorous math instruction that aligns with national and state standards
- Ongoing embedded benchmarks and assessments powered by the Quantile Framework
- Progress monitoring and user-friendly dashboards and reports that help educators understand their students' needs and drive better interventions
- Engaging content with fun games and activities
- Full text, audio, and glossary support in Spanish and in English, and audio/glossary support in six languages
- Ability to create, edit, use, and assign custom learning pathways
- Adaptive algorithms that personalize content
- A powerful motivation system with extrinsic and intrinsic motivators that promote resiliency and a growth mindset in students
- Numerous supports that scaffold up to grade level content
- Hundreds of printable, grade-level resources and worksheets in English and in Spanish that provide additional instruction and practice
- Live, bilingual, and certified math teachers who provide one-on-one intervention during and outside of school hours

Age-Appropriate Learning Environments

Imagine Math contains two distinct, age-appropriate learning environments that cater to the unique needs of early and older learners respectively: Imagine Math PreK–2 and Imagine Math 3+.

- **Imagine Math PreK–2** provides content for grades PreK to 2 and is designed to build a lifelong love of math for early learners by linking problem solving to real-world context. With compelling graphics, lovable characters, and captivating storylines, the program is fun for young students. Imagine Math PreK–2 also develops understanding of key math topics through a combination of educational animations, math exercises, and detailed explanations.

Grade 2, Lesson 11: Solving Word Problems

Prekindergarten, Lesson 65: Counting to four and the digit 4

- **Imagine Math 3+** delivers content for grades 3 and up, including up to algebra, geometry, and ACT/SAT prep. The rigorous, standards-rich curriculum provides all students the essential foundations and conceptual understanding they need to confidently master grade-level standards, preparing for college and career. Lessons use a variety of models to enhance flexibility in understanding. Guided-learning tools, virtual manipulatives, and access to live, certified math teachers helps students gain independence in their learning.
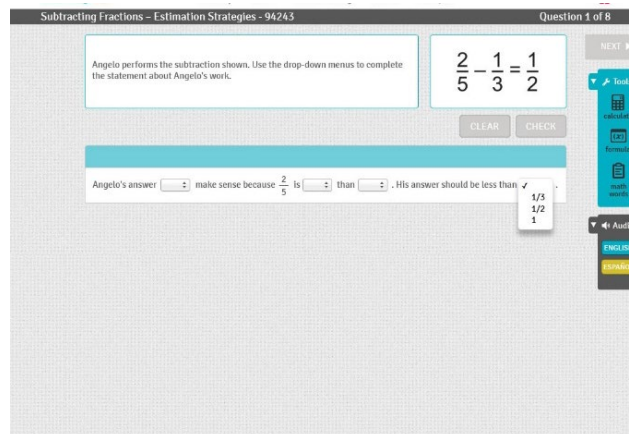
High-Quality Math Instruction

Imagine Math provides high-quality instruction that is aligned with national and state standards. Imagine Math uses a data-driven, gradual release model to deliver supplemental math content in a personalized, adaptive learning pathway. Upon login, students take a placement test to build an initial learning pathway. Benchmark and formative assessments continually monitor student mastery and adjust the pathways to meet students in their zone of proximal development in real-time, providing appropriately rigorous content every time they log in.

Imagine Math PreK-2

In Imagine Math PreK-2, learning takes place in a fun storybook environment. Students interact with lovable characters, including children, adults, and animals, who together explore math by completing tasks that are part of lesson stories. The learning is safe, nonjudgmental, emotionally positive, and rewarding. Each lesson is about 15–20 minutes, and there are 90–120 lessons per grade level.

Lessons begin with concrete, real-world examples that include many common classroom and household items. Characters introduce new math vocabulary in context, work with students on activities to learn the concept, and then spiral the vocabulary back into the lesson.

Topics covered include the following:

- Counting and cardinality
- Numbers and operations
- Geometry
- Logical reasoning
- Measurement and data
- Algebraic thinking
- Word problems, focusing on real world applications

Imagine Math PreK–2 provides students with immediate corrective feedback. If a student answers correctly on the first try, the program will present the next exercise or problem. An incorrect answer sends a student down a different path that includes more demonstration and scaffolded support to bolster understanding. Students who answer a question incorrectly are invited to review the mistake and try again; however, there is no buzzer sound or negative feedback. The program automatically recognizes if a student continues to struggle and provides appropriate scaffolding, including text highlighting, repetition of words and instructions, and dual language support. If the student continues to struggle, Imagine Math PreK–2 notifies the teacher, who is encouraged to work with the student individually. This research-based design leads to increased student engagement while reinforcing the skills and strategies the student is learning. This is a main differentiator of the program—all students see all activities, but some receive more support on an as-needed basis.

The program is incredibly engaging for students and brings math to life. Lessons connect abstract concepts to the real world. Students have curated choices from the home page where they can discover math all around them, choosing which carnival games to visit, for example. Determination and resiliency are fostered as students can choose to revisit lessons to earn missing badges and songs.

Imagine Math 3+

In Imagine Math 3+, instruction takes place in a language-rich learning environment that emphasizes the problem-solving process. The rigorous supplemental math curriculum adapts to the unique needs of each student. Lessons contain a variety of models and representations, empowering students to gain a deeper and flexible understanding of critical concepts. Each lesson lasts about 30–45 minutes. The program contains dozens of grade-level learning pathways from grade three up to algebra and geometry, and each pathway contains dozens of lessons. Imagine Math 3+ is fully or mostly aligned to multiple national and state standards. Each lesson builds math vocabulary, provides instruction and practice, fosters a growth mindset, and contains the following elements:

- **Pre-quiz**: Students embark on an animated or interactive lesson, which introduces the new skill and provides a "modeling" phase.
- **Warm up:** Students activate prior knowledge, practice with pre-cursor skills, and see those skills as connected to the lesson. Students also receive immediate, corrective feedback in the warmup.
- **Guided learning:** Students receive modeling and begin working towards the mastery of a concept through an interactive lesson with immediate access to help.
- **Practice:** Students practice applying their new understanding and receive immediate corrective feedback.
- **Post-quiz**: Students demonstrate their mastery of the concept and acquired knowledge to move on to their next lesson.
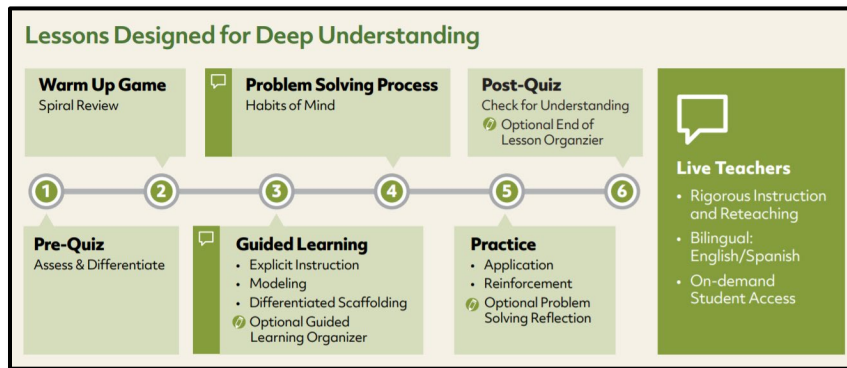
Live Teachers

Imagine Math 3+ allows students to work through their adaptive learning paths independently and differentiates and personalizes feedback through a combination of mathematically focused, immediate corrective feedback, and access to a team of live, certified, classroom-experienced, and bilingual U.S. math teachers.

Imagine Math provides three levels of feedback to every student as they work through a lesson:

- **Level 1** provides visual guidance and instructional support drawn from teacher, tutor, and intervention best practices. Imagine Learning believes feedback only addressing correctness can harm students, reinforcing fixed mindset beliefs and contributing to a perception that mathematics is rigid and boring. Imagine Math promotes student engagement and fosters an interest in mathematics.
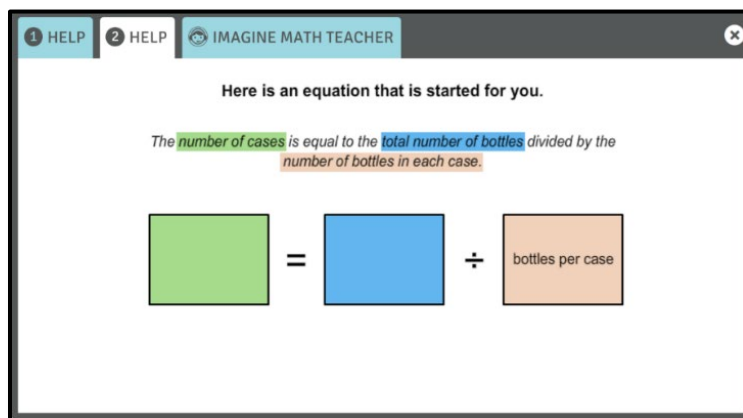
- **Level 2** provides one-on-one instruction with a live, certified teacher in English or Spanish. Research shows that understanding breaks down during the acquisition phase of learning. In Imagine Math 3+, students can connect—via live chat or phone—with a teacher in just a few seconds. The live teacher can view the student's performance profile, ensuring live teachers understand the concepts with which students are struggling and the work that has led to the point of intervention.
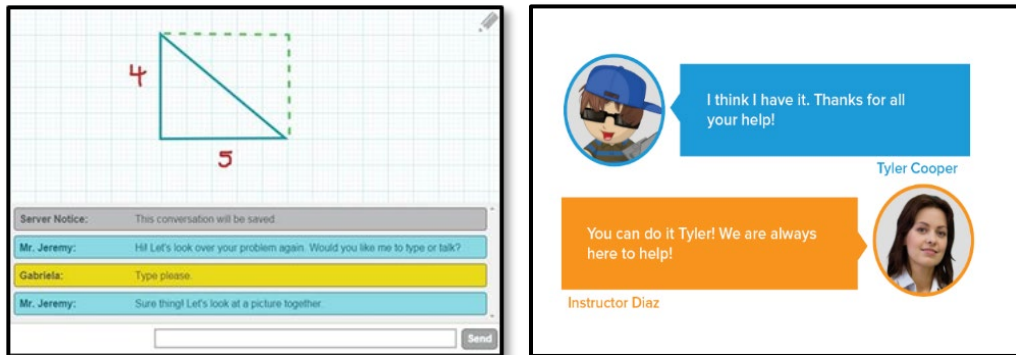
- **Level 3** allows teachers to work in an interactive whiteboard environment that combines voice, text, and drawing capabilities. Here, Imagine Math 3+ teachers work one-on-one with a student, demonstrating multiple representations of the problem in an effort to build on prior student knowledge. These sessions typically last around five minutes. Once the Imagine Math 3+ teacher is comfortable that the student understands the concept, the teacher ends the session and the student returns to their Imagine Math 3+ lessons to work independently. The program documents live teacher feedback in the teacher-monitored Activity Feed.
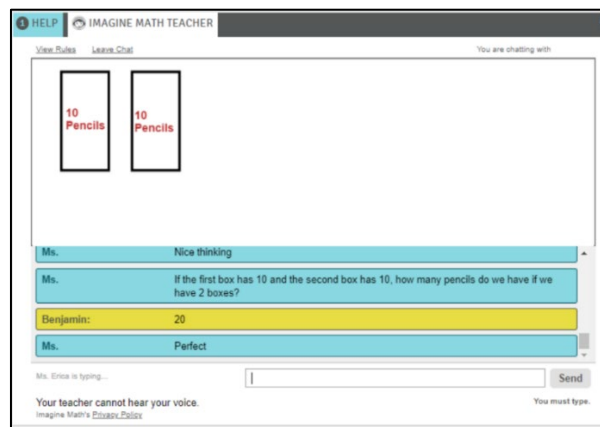
Live teachers are available before, during, and after school, in the evenings, on weekends, in the summer, and on many holidays. For current availability, please see our live teaching hours.

Supporting Unfinished Learning

As described above, Imagine Math's rigorous, explicit, and personalized instruction adapts to the unique needs of students, shores up learning gaps, and scaffolds up to grade-level content. Imagine Math contains tools that help take the following steps to bridge unfinished learning and combat learning loss:

- **Live, Bilingual, Certified Math Teachers** are available to students in English and in Spanish to provide one-on-one instruction and help. Students in grade 3 and above can access these live teachers anywhere they use the program, including at home, where they may not otherwise have access to math help.

- **Assessing, Measuring, and Evaluating Learning Loss**: Embedded assessments and robust reports/dashboards enable teachers to assess, measure, evaluate learning loss. Teachers can monitor usage, growth, and progress AND pinpoint precise areas of unfinished learning to drive more effective interventions.
- **Equitably Increasing Learning Opportunities and Digital Accessibility**: Personalized learning pathways deliver additional instruction and practice when students struggle with a skill or concept. The program also deploys strategic scaffolds to address the unique needs of various student populations, including low-income, racial or ethnic groups, gender, ELs, children with disabilities, and other groups. Age-appropriate instruction also help students remain engaged, and more information on this is provided below.
- **Minimizing Disruption to Student Learning**: Critical math skills are reinforced through rigorous math content with vocabulary in context, concrete examples, multiple representations and models, guided practice, problem-solving strategies, and immediate instructive feedback. The program supports multiple learning formats, including online and offline instruction, at home and at school.
- **Custom Learning Pathways**: Teaches can create and assist custom pathways to student groups and to individual students for even greater control of the learning. The program also includes a suite of existing custom pathways ready to use. For example, in response to learning loss caused by unforeseen disruptions in instruction, IL created Amplified Review Pathways—carefully designed to solve for any learning deficiencies such as addressing major work from the previous grade alongside standards students need to learn and master this year, covering rigorous, standards-aligned content with intentional scaffolds to ensure grade-level success and empowering students to master grade level content in the new academic year, regardless of how—or if—their schooling was interrupted.

The program delivers personalized instruction to ensure students master standards and achieve academic success.

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

Imagine Learning's solutions are vendor-hosted, web-based, and accessible 24/7 on multiple systems and devices to support anytime, anywhere learning. No client-side server installation or networked resources are required, ensuring that users always have access to the most current version of the program. Content is mobile compatible via a variety of devices. See the Imagine Learning minimum technical requirements for additional information.

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

Imagine Learning can comply with these requirements.

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B. User Interface

1. **Browser Support – the proposed solution shall:**
   a. **Have compatibility with the current versions of multiple browsers- at minimum, current versions of Edge, Safari, and Chrome browsers.**

Imagine Learning's programs are fully compatible with Google Chrome 73.0.3679+, Safari 10.0+, and Microsoft Edge 79.0.309. View the minimum system requirements for Imagine Language & Literacy and Imagine Math for additional information.

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

Imagine Learning works to maintain compatibility with future versions of compatible browsers and will continue do so throughout any contract with HCPS.

   c. **Only require standard browser plugins.**

No plugins are required to access Imagine Learning's programs.

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

Imagine Learning's proposed solutions provide scaffolding and tools to support multiple student populations, including English language learners, students in special education, students with disabilities, and gifted or talented students. Details of related supports follow.

Imagine Language & Learning

Through tutorials, explicit instruction, continual assessment, and repetition, Imagine Language & Literacy helps students with disabilities strengthen language and literacy skills. The program provides the following accommodations and supports:

- **Explicit Instruction:** Explicit instruction and repetition within the program ensure that students with disabilities fully understand and remember the concepts or words the activity teaches.
- **Modeling:** Imagine Language & Literacy provides thought modeling, mouth modeling, and peer modeling.
- **Multi-Sensory Practice:** Imagine Language & Literacy provides students with multi-sensory practice through texts, videos, music, pictures, and recordings to address all inputs and outputs and ensure comprehension.
- **Continual Assessment:** Continual assessment—including the placement test, ongoing assessment, and detailed progress reports—update teachers and tutors on students' mastered and unmastered skills. Through these reports, teachers, administrators, and parents can make informed decisions concerning each student's education.
- **Learning Environment:** Imagine Language & Literacy provides a safe, engaging, one-on-one learning environment for each student.

The program also offers:

- Immediate feedback
- Repeated reading
- Clickable vocabulary words
- Sync highlighting

- Repeated directions
- Visual cues
- Directions with pictures
- Advanced organizers

Imagine Math

Appropriately paced, adaptive, and individualized, Imagine Math provides instruction at an appropriate level for all students without outwardly identifying students who require additional supports. Because the program allows students to move at their own pace and receive individualized instruction, Imagine Math is a great option for students with disabilities. Imagine Math maintains high expectations for all students and provides the support they need to succeed.

Supports in **Imagine Math PreK-2** for struggling students and those with disabilities follow:

- Bilingual text and audio support, available in both English and Spanish.
- Math vocabulary is introduced in context and spiraled into the lesson.
- Text highlighting helps students follow along, develop reading skills, and focus on critical vocabulary.
- An intuitive drag-and-drop function helps students interact with the activities and tasks.
- Students can repeat lessons to help achieve mastery.
- Fun characters, songs, activities, and games keep students engaged.

Supports in **Imagine Math 3+** for students with disabilities follow:

- Alternate descriptions exist for image-based assets.
- ALT tags are available for all application imagery.
- Semantic HTML ensures students can navigate content without a stylesheet or with text-only browsers, such as screen readers. Elements also include functional text descriptions to identify themselves.
- Compatibility with computer zoom/magnification and text-to-speech functions.
- Synchronized text and audio fallback for any animation elements.
- Program does not override browser specifications for stylesheets, nor does it rely on color alone to make any selections in the application.
- Browser plugins are not required.
- Supports accessibility features native to web browsers and devices. Imagine Math 3+ Supports for Cognitive Disabilities and Struggling Learners
- Live, certified teachers fluent in English and Spanish provide critical one-on-one intervention.
- Students work at their own pace in their own personalized, adaptive learning pathway.
- Audio support is available in English and Spanish.
- Strong visuals and multiple models are used.

- Questions can be repeated.
- Custom pathways using the student's IEP with teacher and parent input can provide specialized instruction in specific areas and at the specific levels of rigor appropriate for the student.

Additionally, the products and services are compatible with many assistive tools available with most operating systems and browsers, such as screen magnifiers and color contrast plugins. Imagine Learning has and will continue to evaluate and invest in opportunities to improve the accessibility of our products and services.

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

Imagine Language & Literacy and Imagine Math are cloud-based programs delivered via the internet. The programs are accessible from a variety of browsers and devices.

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

The teacher and student interfaces for both of Imagine Learning's proposed solutions are intuitive and easy to use.

When students first log in, the programs administer an adaptive placement test, which mimics an interactive and engaging lesson and assesses the student's current skills. The programs then generate a custom instructional pathway designed to address any unfinished learning and build on individual student strengths, accelerating all students towards grade-level proficiency. Intuitive menus and navigation tools, written and oral directions, and text highlighting help students know what to do.

Upon login to each program, teachers are directed to their dashboard, a dynamic tool that provides interactive access to reports, resources, tools, and at-a-glance information such as usage and growth trends. Educators can update student information, edit report settings, and locate remediation resources. Program dashboards also provide access to key performance indicators, usage reports, progress reports, growth reports, and offline teacher resources. View additional details about available reports in Tab 8.

5. **The proposed solution shall support mobile technology including but not limited to the specific mobile devices currently used in HCPS (Henrico County Public Schools) (iOS, Chromebooks, and Android Platforms).**

As detailed, Imagine Learning's systems are web-based and accessible 24/7 via multiple operating systems, including Windows, OS X, Chrome OS, and more. The programs are mobile responsive and device agnostic and can be accessed via iPad, Android tablet, Kindle Fire, and Chromebook™. Imagine Learning products are tested on the latest supported browser versions and currently support Chrome,

Firefox®, Safari®, and Microsoft® Edge. For additional information, view the Imagine Learning technical requirements.

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

HCPS and Imagine Learning can manage data and user accounts at the classroom, school, district, enterprise, and single sign-on (SSO) level. Imagine Learning's implementation engineers will work with HCPS to onboard the District effectively.

2. **The proposed solution shall support a single sign-on solution that does not require staff or students to have a separate account or password for accessing the vendor's application.**
3. **The proposed solution shall allow for LTI, Azure Active Directory or LDAP (Lightweight Directory Access Protocol) as a method of authentication and authorization.**

Imagine Language & Literacy and Imagine Math support several SSO integrations, including those with Clever, ClassLink, Google and other identity providers who support SAML. Imagine Language & Literacy also supports integration via LTI (v1.3). Rostering and account creation is also supported by automated nightly import conducted via SFTP.

4. **The proposed solution shall provide a means to identify the individual or client using the application, authenticate the individual and determine the authorities and rights granted to that individual as well as a reporting engine for tracking usage and progress.**

Each user has a unique account with its own username and password that follows industry security best practices. SSO users are authenticated with security tokens. Users may access only their own data or information that has been authorized to them by the school or district. For example, teachers can see student data only for students in their classroom but not for the entire school. Administrators can see student and teacher data for their school only, not for other schools or districts.

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

The proposed solutions support a variety of tools and methods for account rostering, including SSO and SIS integrations with SAML, Clever, ClassLink, and Google. CSV rostering via SFTP is also supported in proprietary or IMS Global OneRoster formats. Self-service, assisted one-time, and automated nightly rostering syncs are available. No data is returned to district systems. Exact SSO capabilities vary by solution. Additional information is available upon request.

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

Imagine Learning will comply with this requirement.

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

Imagine Learning supports IMS Global's OneRoster standards as well as LTI standards. As a member of the IMS Global Learning Consortium, Imagine Learning is committed to interoperability and security standards in the K-12 space. The platforms support data import and/or integration with leading student information systems, learning management systems, and other applicable educational programs. Integration options vary by implementation type and program with which to integrate.

D. Accessibility and Web Accessibility
1. **The digital reading/writing resource must comply with the Information Technology Accessibility Act (Code of Virginia - 2-2-3500) which requires that information technology developed, purchased, or provided is accessible to individuals with disabilities.**
2. **The solution shall be accessible to persons with disabilities, including:**
   a. **Blindness, color blindness, visual impairment**
   b. **Deafness, hearing impairment**
   c. **Speech impairment**
   d. **Mobility, strength, dexterity or reaching impairment**
3. **The solution shall support the use of commonly available screen readers.**
4. **The solution shall follow Federal Web Accessibility Standards (part of Section 508 of the Rehabilitation Act).**
5. **The solution shall meet Level A and Level AA guidelines as specified by the W3C's WCAG 2.0 guidelines.**

Imagine Learning systems include adaptable accessibility options that support access for all learners and allow for individualization to meet unique student needs, including those of English learners or students with IEPs, 504 plans, and Section 508 requirements. These accommodations benefit multiple learning styles and include assessment adaptations. For additional information, view the details provided in response to item 2, B. User Interface in this tab.

E. Infrastructure and System Administration
1. **Options to implement the system using either the Software as a Service (SaaS) model or the self-hosted, on-premises model, shall be clearly shown. If there is a technical reason to prefer one model over the other, this shall be clearly shown. HCPS's preference is a SaaS**

system and hosting the solution on a 3rd party, such as Azure or AWS (Amazon Web Services), is acceptable.

Imagine Learning's products are SaaS and hosted via well-established cloud service providers, primarily Microsoft Azure and Amazon Web Services, eliminating the need for HCPS to host or maintain services. This hosting allows Imagine Learning products to scale to meet the needs of hundreds of thousands of students per day with failover, high availability, and disaster recovery processes in place.

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

Imagine Learning adheres to applicable industry-, federal-, and state-mandated data transmission and storage security standards. Exchanges of user account or profile data between systems utilize the highest level of security and data integrity and meet industry encryption standards. Data is encrypted in transit and at rest. All transmission is forced to Secure Socket Layer (SSL). Data for the solution is transmitted via TLS 2048-bit encryption over the internet. Data at rest is encrypted using AES 256. View our Privacy Policy for more information. Additionally, the system offers a variety of integration options to support automated and secure rostering and/or SSO. Permissioned users may also export data from the system at any time for import into third-party platforms.

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

Imagine Learning recognizes the preeminence of federal, state, and local laws, regulations, and policies that govern the privacy and security of HCPS PII. Imagine Learning strives to comply with all applicable state and federal policies and laws including but not limited to FERPA, COPPA, and the Student Data Privacy, Accessibility, and Transparency Act (as applicable). Imagine Learning has signed the Student Privacy Pledge developed by the Future of Privacy Forum (FPF) and the Software & Information Industry Association (SIIA). The provisions require additional security to protect student data against unauthorized third-party access. The system includes different levels of security for security authentication. Imagine Learning has added additional security measures of password encryption. All data transmitted through the Imagine Learning solution is encrypted in transit <u>and</u> at rest. Visit our Privacy Policy for more information about how Imagine Learning protects data and enforces privacy.

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

Imagine Learning's programs are educational and do not contain commercial content, nor do they serve as a vehicle to market goods and services. Additionally, we do not sell or disclose personal information. School staff may be invited to provide feedback about their experiences, but participation is never required.

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

Because Imagine Learning leverages a cloud infrastructure for all products, platform resources can be automatically scaled to support additional user load quickly and efficiently. Production systems (hosted primarily in AWS) are built and deployed with security, scalability, and high availability in mind. Imagine Learning has an SLA that details response times to issues (planned and unplanned) and overall uptime agreements. The system is proven to be reliable with an SLA uptime of 99.9%, not including planned maintenance windows. The availability metric is measured by a rolling six-month window. Additional information can be provided upon request.

Technical documentation varies depending on the specifications of the customer's devices, network configurations, and infrastructure. Any specific documentation can be provided by the technical systems engineers during the onboarding process.

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

Not applicable; the programs are not reliant on LDAP.

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

HCPS can contact its assigned Account Executive or Customer Success Manager with requests for the alteration of digital content. Educators also have the option to create and assign custom instructional pathways within the proposed programs.

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

Imagine Learning agrees to meet applicable performance requirements defined in HCPS's RFP specifications. We will continue to maintain compatibility with the minimum computer specifications throughout any contract resulting from this RFP. View Imagine Learning's minimum technical requirements pages for Imagine Language & Literacy and Imagine Math for specifics.

G. Professional Development/ Training
The proposed solution shall include training for implementation and for continued professional development on-site and/or via web-based seminars.

Imagine Learning provides live and customized professional development sessions to support stakeholders throughout the implementation. The Company tailors training sessions toward the ongoing needs of each implementation. Workshops align with leading industry standard practices for professional development and adult learning theory. Sessions include explicit objectives and outcomes to ensure stakeholders are prepared to implement solutions with fidelity. Staff will receive online support and virtual professional learning, including webinars, videos, best practice resources, and step-by-step guides for performing functions to meet individual needs.

Imagine Learning evaluates the professional development workshops and targeted support sessions for success on an ongoing basis. Imagine Learning uses these evaluations to assess outcomes, follow up with educators and administrators on specific issues, and plan future sessions to provide targeted support.

Professional Development and Training

As illustrated in the following chart, Imagine Learning provides support for every implementation stage to ensure success and fidelity.

Strategic Planning and Review		
Beginning-of-Year Planning	**Mid-Year Review**	**End-of-Year Review and Planning**
• Verify goals & expectations. • Identify roles & responsibilities. • Define policies & procedures. • Establish a training pathway.	• Review implementation goals. • Analyze progress data & reporting. • Discuss and establish strategies to reach goals for the rest of the year.	• Reflect on implementation goals. • Analyze year-end data & reports. • Notate achievement and areas of continued growth for the upcoming year.

Professional development assists staff in propelling success for every student, empowering teachers to deliver more effective instruction, and enabling each partner to meet its student achievement and academic goals. Customized training meets program needs and includes:

- General product training, which involves using the resources and navigating the system.
- Reporting, which includes accessing and utilizing reporting features and student progress.
- Locating specific resources to provide support for students.
- Setting up individual student users and creating classes and user groups to manage groups of students.
- Accessing teacher guides and teacher-specific resources.
- Other district- or program-specific needs.

Imagine Learning's workshops and targeted support sessions provide insight at each user level:

Four levels of sessions available

Leading with Success for Administrators	Getting Started Workshops for Educators	Next Step Workshops for Educators	Targeted Support

Recommended amounts of virtual and/or in-person professional development vary based on quantities purchased and services selected. In partnership with HCPS, Imagine Learning can develop a comprehensive professional development delivery plan as part of the yearly implementation planning activities. No limit exists for the frequency or types of selected development sessions; professional development may be purchased at any point in time during the contract period.

Help Center

In addition to any resources provided during the customized live onsite and/or virtual training sessions, all teacher and administrator users have unlimited access to on-demand resources for further training support. At no additional cost, Imagine Learning offers 24/7 educator access to the Help Center, which is a robust online resource for teachers and administrators that provides how-to guides, on-demand training, classroom resources, videos, and rubrics. Users can access online self-service materials and download and print them in hard copy formats, as applicable. The Help Center contains hundreds of guides and articles to assist educators with everything from adding a student to customizing content, enabling them to get the most out of their Imagine Learning implementation.

The Help Center offers an easy and intuitive experience; educators can take a video tour and use the powerful search engine to explore. Every resource page features relevant articles and guides, and curated help topics provide general information on using Imagine Learning products effectively and efficiently. Users can access educator orientation and student orientation videos plus a library of specially curated resources and troubleshooting help.
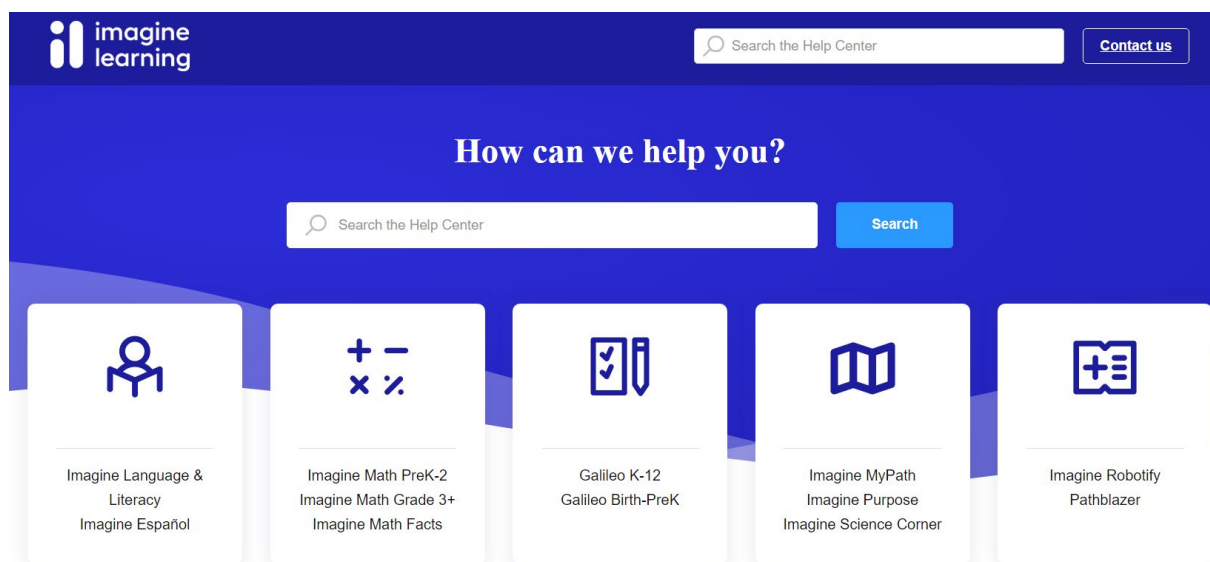
Instructional videos and step-by-step guides offer scaffolded on-demand learning experiences for educators throughout the Help Center. The learning tasks isolate key information and allow educators to review refreshers and portions of steps when necessary. Learning paths feature embedded callouts and offer critical tips for success, cautions, and information regarding permissions and important program features. Links within learning tasks guide educators to contextual help and/or related articles for expanded learning opportunities.

3. Certification Statement

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

Imagine Learning certifies that the Company is not debarred, suspended, or otherwise declared ineligible to contract in the last five years by any federal, state, or local public agency.

4. Offeror Qualifications and Experience

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

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

Imagine Learning LLC is a limited liability corporation with more than 25 years in continuous business and a combined Company history spanning more than 50 years. The Company offers a comprehensive suite of Cognia-accredited K-12 curriculum, supplemental learning solutions, and related services, and we currently serve more than 38,000 customers — and 50 percent of districts — in all 50 U.S. states. As a partner to 17 of the nation's 20 largest school districts, Imagine Learning has a proven track record in providing research-based personalized learning solutions to public, private, charter, and virtual schools and organizations that serve a range of student populations. We are also a current partner to HCPS.

The Company employs highly qualified personnel committed to working in an innovative, dynamic team to drive positive academic outcomes for students and educators; nearly 3,000 professionals provide digital education solutions to 15 million students annually. Imagine Learning possesses the technical capability, business stability, resources, and experience to support HCPS in achieving its K-12 digital content solutions objectives, and our system is scalable to accommodate population growth and program expansions.

Mission, Vision, and Philosophy

Imagine Learning's mission has always been to drive positive academic outcomes and help students at all skill levels realize academic success. Imagine Learning provides quality, rigorous curriculum that goes beyond the standards, and the Company continuously conducts research regarding online education to improve student engagement and encourage more time on task – two important indicators of successful academic outcomes. The high-quality web-based content and learning environment give students the skills and knowledge they need for success. Instructional strategies develop and enhance higher-order thinking and metacognition and increase academic achievement. Content helps students produce knowledge, think critically, and transfer knowledge to real-world applications. Instruction emphasizes inquiry, editing, critiquing, and problem solving. Further, the online curriculum and instruction provide students multiple options for varying the content and presenting the information to maximize student achievement and success.

Imagine Learning's content is proven to increase student achievement and on-time graduation, and it includes the rigor and engagement necessary to ensure students graduate ready for college and career. Whether students access the content virtually or in a blended learning environment, Imagine Learning can support HCPS's digital curriculum needs anywhere and anytime.

Company Awards and Qualifications

The following list illustrates recent corporate awards, recognitions, certifications, and accreditations:

Accreditation

Accreditation includes:
- Cognia Corporate Systems Accreditation
- North Central Association Commission on Accreditation and School Improvement (NCA CASI)
- Southern Association of Colleges and Schools on Accreditation and School Improvement (SACS CASI)
- Northwest Accreditation Commission (NWAC)
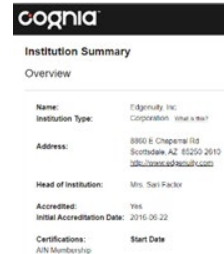
Quality Matters

Imagine Learning has completed more than 90 successful course reviews. QM design standards are based on widely agreed-upon best practices and supported by a growing body of research.

Instructional Strategy Evaluations

IESD found that Imagine Learning's instruction:
- is systematic and explicit.
- promotes more in-depth learning and metacognition.
- utilizes multimedia and graphic organizers that reduce cognitive load.
- implements principles of Universal Design for Learning (UDL).

NCAA

The curriculum and instructional model have been reviewed by NCAA and found to meet requirements for online courses.

College Board Authorization

Imagine Edgenuity AP courses have met the College Board requirements to use the AP designation.

Awards and Recognition

Over the past several years, Imagine Learning has received more than a dozen awards or accolades. Recent awards include:
- SIIA CODiE Awards: Finalist for Best Pre-K/Early Childhood Learning Solution (2024)
- SIIA CODiE Awards: Finalist for Best Virtual Learning Solution (2024)
- SIIA CODiE Awards: Finalist for Best Science Instructional Solution for Grades PK-8 (2024)
- SIIA CODiE Awards: Finalist for Best Learning Recovery Tool (2024)
- SIIA CODiE Awards: Finalist for Best Social Sciences/Studies Instructional Solution (2024)
- SIIA CODiE Awards: Company Winner for Best Virtual Learning Solution (2023)
- Tech Edvocate Award: Winner for Best Coding App or Tool – Imagine Robotify (2023)
- SIIA CODiE Awards: Finalist for Best Virtual Learning Solution - Imagine Edgenuity (2023)
- SIIA CODiE Awards: Finalist for Best Solution for English as a Second Language (2022)

- SIIA CODiE Awards: Finalist for Best Science Instructional Solution for Grades PK-8 (2022)
- SIIA CODiE Awards: Finalist for Best Coding & Computational Thinking Solution (2022)
- SIIA CODiE Awards: Finalist for Best Virtual Lab (2022)
- EdTech Digest, Personalized Learning Solution 2021 Winner
- EdTech Digest, Math Solution 2021 Winner
- Stevie Awards: Sales & Customer Service (2021)
- Tech Learning Award of Excellence: Best Tool for Back to School, Secondary Education, Imagine Edgenuity (2021)
- EdTech Digest, Digital Imagine Edgenuity Solution 2020 Winner
- EdTech Digest, Personalized Learning Solution 2020 Winner
- SIIA CODiE Awards: Finalist for Best K-12 Learning Management Solution (2020)

State Approvals

A sampling includes:

- Arkansas Dept. of Education Online Provider
- Florida Dept. of Education Virtual Instruction Provider/Online Course Provider
- Louisiana Supplemental Course Academy Provider
- Maryland Dept. of Education Course Provider
- Michigan Online Course Provider
- Mississippi Online Course Provider
- Missouri Course Access Provider (MOCAP)
- Nevada State Dept. of Education Online Course Provider
- Oklahoma State Dept. of Education Supplemental Online Provider
- University of California Office of the President (UCOP) A-G Approved Online Publisher
- Virginia Dept. of Education Multidivision Online Provider
- Washington Dept. of Education Online Provider

Visit the Imagine Learning website for a complete overview of research and efficacy studies, awards and recognitions, accreditations, state approvals, and instructional materials adoptions — all exemplifying our commitment to providing an exceptional online experience that values positive student achievement.

Proposed Project Team

Imagine Learning features a highly qualified project team that will support HCPS in ensuring a smooth initial and ongoing implementation. Customer Experience team members will provide specialized support from onboarding and yearly implementation planning through professional development training, reporting, and account management. The proposed team members who follow will work with program personnel to define goals and expectations, set milestone dates, and make recommendations; they will also collaborate with other Imagine Learning departments to deliver all applicable services.

The following individuals are assigned to the project in the capacities set forth in the following table:

Name	Job Title	Email Address
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*Resumes for select team members are provided in Appendix C.

A brief biography of each project team member follows:

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5. Instructional Requirements

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

As detailed, Imagine Learning has a proven track record in providing our research-based personalized learning solutions and services to public, private, charter, and virtual schools and other educational organizations serving a range of K-12 student populations. A leader in providing online learning opportunities, Imagine Learning partners with schools and districts across the nation to offer digital curriculum, virtual teaching and tutoring, and related services. Various digital learning solutions are available to meet the following needs:

- Core curriculum
- Electives and world languages
- Career and technical education
- Credit and concept recovery
- Intervention and remediation
- Honors and Advanced Placement®

- Virtual teaching and tutoring
- Blended and virtual learning
- Alternative and adult education
- Summer school and dropout prevention programs
- NCAA-approved programs

The solutions proposed in response to this RFP specifically support supplemental learning, intervention and remediation needs for literacy and mathematics. Programs include high quality, standards aligned digital content delivered via an engaging digital learning platform with a variety of embedded tools.

For information regarding the ways in which the proposed research-based programs support student outcomes, address the needs of all students, and provide District professionals with varied instructional approaches, see the Logic Models included in Appendix B. Additional information to support the implementation of programs can be viewed from Imagine Learning's Research Department:

Imagine Language & Literacy:
- "How Imagine Language & Literacy Aligns with Research on Effective Reading Instruction"
- "How Imagine Language & Literacy Supports Academic Intervention"

Imagine Math:
- "How Imagine Math Aligns with Research on Effective Math Instruction"
- "Supporting All Students in Achieving Mathematics Proficiency"

Diversity, Equity, and Inclusion

All Imagine Learning solutions are representative of, appropriate for, and utilized by students from all areas and of all backgrounds. The content is current, accurate, balanced, and free of bias and advertising. It is designed to be relevant for students in today's global society and reflects cultural and ethnic diversity in images and media, language and content, and selection of resources. Imagine Learning's instructional designers make every effort to avoid bias, and developers receive regular training on making content accessible to — and reflective of — students from all backgrounds, thus creating equal educational opportunities for all students. All curriculum and assessment developers receive training on Imagine Learning's comprehensive Bias and Sensitivity Guidelines. The Company reviews content yearly, at minimum.

Imagine Learning strives to create culturally relevant course content, which "empowers students intellectually, socially, emotionally, and politically by using cultural referents to impart knowledge, skills, and attitudes" (Ladson-Billings, 1994, p. 382). A diverse team of content experts, educators, and instructional course designers work deliberately to create standards-based content and curricula accessible and relatable to all students' lives and interests. These teams apply the three guiding principles of Universal Learning Design — multiple means of representation, expression, and engagement — to reduce barriers for culturally diverse learners. The teams develop materials that are free from bias and fair across race, religion, ethnicity, and gender. The materials are not only culturally relevant but also mindful of the integration of diverse communities, cultures, histories, and contributions.

The content reflects multicultural education and diversity throughout. The content uses current research to ensure all lesson materials are topical and appropriate. Researchers and content developers also carefully select texts for courses (as applicable) to ensure that students are exposed to a range of perspectives and experiences. Imagine Learning builds curriculum to state and national standards and develops courses in accordance with the Aurora Institute Standards for Quality Online Courses and UDL principles and practices. Imagine Learning also understands that teacher representation matters; teachers from diverse backgrounds are employed to develop materials and serve as onscreen instructors. Additionally, women are represented as teachers and subject matter experts in math, science, and social studies content.

Further, at Imagine Learning, we are committed to the pursuit and implementation of Diversity, Equity, and Inclusion in all we do as an organization, and this pursuit is at the forefront of our decision-making as a Company. As a part of our commitment to Diversity, Equity, and Inclusion, the Imagine Learning DEI Council was created to help guide our senior leadership. There is established DEI training for managers and employees, and we have empaneled a Diversity, Equity, and Inclusion Advisory Board. Additionally, Imagine Learning has commissioned an independent audit of our curricula by an experienced third-party partner. This third-party audit is ongoing and has highlighted issues including invisibility and minimalization within the curriculum and as issues and identified updates are made to ensure content and representation accuracy.

Additional details about diversity included in each proposed program is available upon request.

6. Service Approach and Requirements

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

A point-by-point response to the Scope of Services is included in Tab 2.

Implementation Approach

Imagine Learning's experienced project team will collaborate with HCPS stakeholders to define yearly goals and expectations, set milestone dates, and make recommendations regarding setup and implementation. Imagine Learning will work with District stakeholders to customize the yearly implementation/work plan and schedule to best meet the District's objectives; final plans will depend on the product(s) selected.

Project implementation planning generally includes:

- Identifying and setting program goals and success indicators.
- Completing a technical review.
- Determining workflow charts, schedules, and timelines.
- Determining system integrations as well as import and export of data.
- Completing testing and validation.
- Scheduling initial and follow-up professional development.
- Monitoring and reporting effectiveness.
- Implementing best practices.

The following is a high-level sample implementation timeline demonstrating the Company's implementation approach. This timeline is **a sample only**; the final plan will be agreed upon by Imagine Learning and applicable program administration.

Date	Key Tasks	Imagine Learning	HCPS
TBD	Receipt of signed purchase order from program		X
TBD 5-7 days after receipt of order	Yearly Implementation planning meeting / workshop: • Set program goals and success indicators • Technical review • Determine schedules / timelines • Schedule training • Implementation best practices / any changes needed from current implementation • Enrollments	X	X

TBD 3-5 days after implementation meeting	Integrations / technical (if applicable): • Data import setup • Integration configuration	X	X
TBD 3-5 days after implementation meeting	Account review and setup (as applicable): • Provision courses and licenses • Set system options to District standards • Provide and confirm logins and access • Process import files (if applicable) • Additional / other tasks related to yearly setup	X	
TBD 5-10 days before GO LIVE	Professional development training (customized): • Onsite or virtual product training(s) • Deliver training materials (onsite training) • Coaching and follow-up trainings (if needed)	X	X
TBD	**GO LIVE**		
Ongoing	• Additional trainings and follow-up coaching as scheduled	X	X
Ongoing	• Monitor student reports • Identify struggling students • Individualize learning paths as needed • Monitor District reports (administrative)		X
Ongoing	Technical and customer support: • Issue identification and problem resolutions • Tracking reports	X	
Ongoing	Program analysis: • Periodic administrative / data check-ins as agreed upon (e.g., effectiveness, results, usage) • Mid- and end-of-year data reporting as agreed upon • Evaluation of success indicators	X	

Imagine Learning offers initial and ongoing training in onsite and webinar sessions and via a library of self-directed Help Center online training resources. Our professional development services maximize the impact of online and blended learning and will enable HCPS to meet its student achievement goals.

Offerors shall also provide at a minimum the following information:

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

Imagine Learning is committed to the success of its districts and schools. Professional development services typically include multiple opportunities for virtual and onsite coaching to improve teacher effectiveness. Teachers experience professional gains as they incorporate high-leverage teaching

practices, research-based instructional routines, data-driven instruction, and blended learning. Educators who attend Imagine Learning's professional development sessions are more likely to implement the proposed programs with fidelity and positively impact student achievement.

With flexible delivery options, leveled learning, and sessions targeted to District needs, Imagine Learning's experienced professional development team will provide the support HCPS needs to ensure a successful implementation, as detailed in Tab 2.

We offer webinar sessions (three hours, maximum of 40 attendees) and onsite sessions (six hours, maximum of 40 attendees) to best meet District needs. HCPS may purchase any number or combination of sessions at the prices listed in Tab 10; volume discounts may be available.

b. Describe in detail the proposed data exchange solution.

The data exchange process varies depending on the method HCPS chooses. However, PII data is always encrypted in transit and at rest. Visit our Privacy Policy and the related FAQ page for information about data practices. For information about accessing and utilizing the proposed solutions, view the Imagine Learning technical requirements.

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.

Some Imagine Learning products have limitations on whether or not a single teacher account can be assigned to multiple schools. For Imagine Language & Literacy and Imagine Math, teacher accounts are limited to one school, but multiple teachers can be assigned to a single classroom. School and District administrator accounts can have access to multiple classrooms and schools.

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).

Imagine Learning's proposed programs support integrations via SAML, Clever, ClassLink, and Google SSO. Imagine Language & Literacy also supports integration via LTI (v1.3).

e. If the system is available to be hosted on premises, the offeror shall describe:
   i. Detailed system architecture including hardware needed for redundancy and scalability
   ii. Detailed specifications for required and recommended hardware.
   iii. Specifications for operating system platform and version for all hardware
   iv. Specifications for network configuration to support the solution.
   v. Network Bandwidth requirements and provide a per-user bandwidth usage specification of the software product.
   vi. Any product-dependent database must be a centralized and non-disbursed model to ensure continuity of data.

vii. **Recommendations for a comprehensive backup solution (system and application data), including whether the solution has a built-in backup system and how the system handles the backup of open files.**
viii. **Recommendations for protecting against system and application data loss**
ix. **Detailed information related to disaster recovery capabilities and processes**
x. **Recommendations for preventing single points of failure which could make the system inaccessible.**
xi. **The types and levels of technical support available.**
xii. **Procedures for remote support of self-hosted servers**
xiii. **The process, frequency, and communication protocol for system updates**
xiv. **Detailed information about potential software incompatibilities including virus protection and other system software or utilities.**
xv. **Additional hardware required for basic or advanced functionality. Any tools available to measure system responsiveness.**

Not applicable. Imagine Learning's solutions are web-based and vendor-hosted.

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.**

Imagine Learning hosts cloud-native solutions via Amazon Web Services with some ancillary services hosted in Microsoft Azure — all located within the continental United States — eliminating the need for HCPS to host or maintain any services. Imagine Learning's relationships with these web services providers began in 2015. View the AWS service level agreements for additional information; agreements pertinent to our products include Amazon EC2, Amazon RDS, and Amazon S3.

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.**

Imagine Learning utilizes traffic monitoring and alerting as well as autoscaling services to ensure our applications remain available and responsive. Data is distributed across AWS and Azure database service instances within a particular U.S.-based AWS/Azure region. Strict logical tenancies exist between customers.

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

Data is hosted in multi-tenanted environments, and customer data is logically separated by strict role-based access controls that are regularly tested for their integrity. Data is encrypted in transit (SSL/TLS) and at rest (SHA 256 or greater).

imagine learning

In addition to the protections afforded by our cloud hosting providers, Imagine Learning also employs the following practices to protect personal data:

- **Certification**: Imagine Learning's Information Security Management System (ISMS) has been certified as compliant with the ISO/IEC 27001:2013 security standard by a dual-accredited certification body.
- **Data encryption and storage**: Data is encrypted in transit (SSL/TLS) and at rest (SHA 256 or greater). Personal information is stored and processed within the continental United States.
- **Access**: Access to personal information is restricted to a limited number of Imagine Learning employees who need such access to perform their job.
- **Data Systems Monitoring**: Imagine Learning employs several third-party services that continuously monitor and scan our online services for vulnerabilities. Employees dedicated to operating our services monitor these reports and receive automated alerts when performance falls outside of prescribed norms.
- **Incident Response Plan**: Imagine Learning maintains an incident response plan.
- **File Transfer Protocol**: Data is securely transferred to Imagine Learning using Secure File Transfer Protocol (SFTP) or other equivalent authorized secure file transfer services.
- **Firewalls**: Anti-virus software and firewalls are installed and configured to prevent malicious or unauthorized traffic.
- **Security audits**: Imagine Learning conducts security audits and code reviews, both by external and internal providers.
- **Secure programming practices**: Imagine Learning software developers are aware of secure programming practices and strive to avoid introducing errors in our applications (such as those identified by OWASP and SANS) that could lead to security breaches.
- **Employee account protection**: Each user of Imagine Learning is required to create an account with a unique account name and password. Single Sign-On (SSO) users are authenticated with secure tokens.
- **Facility security**: Imagine Learning is located inside the continental United States. Physical access is protected by electronic access devices, with monitored security and fire/smoke alarm systems.
- **Security Breach Response Plan**: In the event of a security breach that results in unauthorized release of personal data, Imagine Learning will notify affected customers of such breach, will investigate, and will restore the integrity of its data systems as soon as possible. We will fully cooperate and assist with required notices to those individuals affected by such breach.
- **Employee Training**: Imagine Learning has designated privacy and data security officials to oversee employee security training and compliance.

See Imagine Learning's [Privacy Policy](#) for details.

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

Imagine Learning does not have a SOC 2 compliance report; however, our Information Security Management System (ISMS) has been certified as compliant with the ISO/IEC 27001:2013 standard by Coalfire Certification, Inc., a dual-accredited certification body. A copy of this certificate is provided in Appendix A.

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

Imagine Learning maintains a business continuity and disaster recovery (BC/DR) plan as well as relationships with multiple datacenter providers in geographically distributed locations within the continental United States. In the event of a disaster that completely disables the facility that houses the primary application, Imagine Learning's disaster recovery procedures are designed to meet a recovery time objective (RTO) that restores full application availability within 24 hours, and a recovery point objective (RPO) of 24 hours or less. These objectives depend on the availability of Imagine Learning's cloud hosting providers, specifically Amazon Web Services and Microsoft Azure.

Full backups are captured at least daily, and incremental snapshots are captured more frequently. Backups are stored in a separate region with restricted and tamper-resistant access controls for BC/DR purposes. Backups are retained for a rolling window of at least 30 days.

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

Imagine Learning's programs require a minimum network bandwidth of 3.5 Mbps per student with a recommend bandwidth of 6.0 Mbps per student. Because HCPS is a current partner with a successful implementation of other Imagine Learning solutions, District stakeholders should be able to successfully utilize the proposed programs without issue. Our technical systems engineers are available to assist as needed.

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

District stakeholders must access the cloud-based program to view District data. Teachers and administrators can download and print data and reports as needed. Should the District request any custom data pulls or reports, these may be provided in PDF or CSV format via a secure channel. All employees whose roles require access to production systems are required to use multi-factor authentication. All access is logged and monitored. All employees receive annual security and privacy awareness training and access management is carefully controlled per Company policy.

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.**

Because Imagine Learning's programs are cloud-based, updates and upgrades occur automatically. All planned system maintenance or outages are communicated via our system status page and are typically scheduled late in the evening when schools are not operating. Unexpected outages are also communicated via this site. Interested parties may voluntarily subscribe for automated notifications. Imagine Learning maintains a 99.9% uptime.

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

System responsiveness depends on many factors, including District network infrastructure and capacity; no vendor-provided tools are available for measuring responsiveness. Imagine Learning serves millions of unique students annually, and we possess the technical capability, business stability, resources, and experience to support the District in achieving its program objectives. A dedicated Site Reliability Engineering team utilizes 24/7 monitoring and alerting, capacity planning and forecasting, and automated scaling policies to meet real-time usage demands. The proposed systems can support the expected enrollment of District teachers and students and can scale to accommodate population growth and program expansions.

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

No data storage limits exist. Imagine Learning's programs scale to accommodate any number of students and teachers. Data is purged after each school year to prepare for the rostering for the upcoming year. The District will be notified well in advance of such deletion and will have the opportunity to request an archive of its data.

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.**

Because Imagine Learning's programs are cloud-hosted, the District need not worry about data recovery due to an internet or system outage. Imagine Learning's products are hosted via well-established cloud service providers, eliminating the need for HCPS to host or maintain any services. Data is hosted in the cloud across many secure and redundant servers, and data would be available upon restoration of internet or system services. Imagine Learning maintains a 99.9% uptime.

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.**

As outlined, there is no installation or configuration on HCPS network or devices to utilize the web-based programs. Imagine Learning ensures that stakeholders are well supported at all points in the implementation. For a comprehensive collection for Imagine Learning's system and product manuals and documentation, visit Imagine Learning's Support Page for Help Center, Customer and Technical Support, and System Status pages.

Customer and Technical Support

In addition to Imagine Learning's thorough professional development and support documentation, HCPS will have unlimited access to technical and user support at no cost throughout the contract. The customer and technical support model is based on escalation point levels to assist with implementation and user support needs and ensure prompt, thorough issue resolution. As needed, Customer Support will escalate issues to Tech Services, Integrations, or Sales Engineering for issue resolution. Partners may reach our Network Operating Center at any time to report system issues.

Customer Support is available seven days a week and includes phone support, chat, and a web-based help desk option for students, parents, and educators. Imagine Learning utilizes a leading tool to provide improved customer support solutions. This tool facilitates quicker, more efficient support and response time from the Customer and Technical Support teams. It also provides customers the ability to track the status of support tickets from a variety of devices, including smartphones. Imagine Learning's support features include:

- Robust caller ID and email identification features provide the Support Specialist a list of recent issues reported by the same customer, resulting in personalized service and support.
- Comprehensive ticketing system provides customers access to all submitted support tickets and related information for their account.
- Issue resolution through telephone, email, and screen-sharing, if applicable.
- App availability, offering the option to track and submit support tickets from mobile devices.
- Integration with the Online Help Center allows the Support Specialist to easily provide support articles for how to/general implementation questions, ensuring faster service.

Imagine Learning's remote screen-sharing software allows Support Specialists to assist customers on a variety of systems and devices including iOS, Android, Chromebooks, and more. Further, an established escalation process provides real-time updates to Support Specialists on pending cases, resulting in faster issue resolution and more proactive support. Customers can also provide live customer satisfaction (CSAT) feedback, enabling Imagine Learning to improve the support experience for all users continually. Our system is monitored 24 hours per day, seven days per week.

Imagine Learning Customer Support
- Phone: 877.202.0338
- Email: support@imaginelearning.com

Standard Support Hours (Eastern Time)
- M-F: 7:30 AM-9:30 PM
- S-S: 9 AM-5 PM

7. Generative AI

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

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

Although no generative AI services are currently operating within the proposed programs, Imagine Learning recently launched an AI-Enhanced Tutoring platform, which is intended to enhance a range of Imagine Learning's offerings, including Imagine Math. The service is currently being piloted within Imagine Learning Illustrative Mathematics. There will be an option to opt-out of features that utilize AI; all features are contained within Imagine Learning's secure platform and are subject to the same rigorous data privacy standards the Company adheres to for all programs. See Tab 2 for a description of how Imagine Learning complies with applicable data privacy laws and regulations such as FERPA, COPPA, CIPA, etc.

Imagine Learning is committed to leveraging AI to support educators and enhance the educational experience of students. These advances are made with a deep commitment to ethical standards, focusing on protecting privacy, ensuring fairness, and creating an unbiased learning environment. The Company also provides partners a library of Artificial Intelligence (AI) Resources to assist educators in best meeting student needs using readily available generative AI services.

8. Reporting and Monitoring

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

As detailed, Imagine Learning offers various role-based options for tracking student progress, managing data, and communicating with stakeholders. Reporting details for both proposed solutions follow.
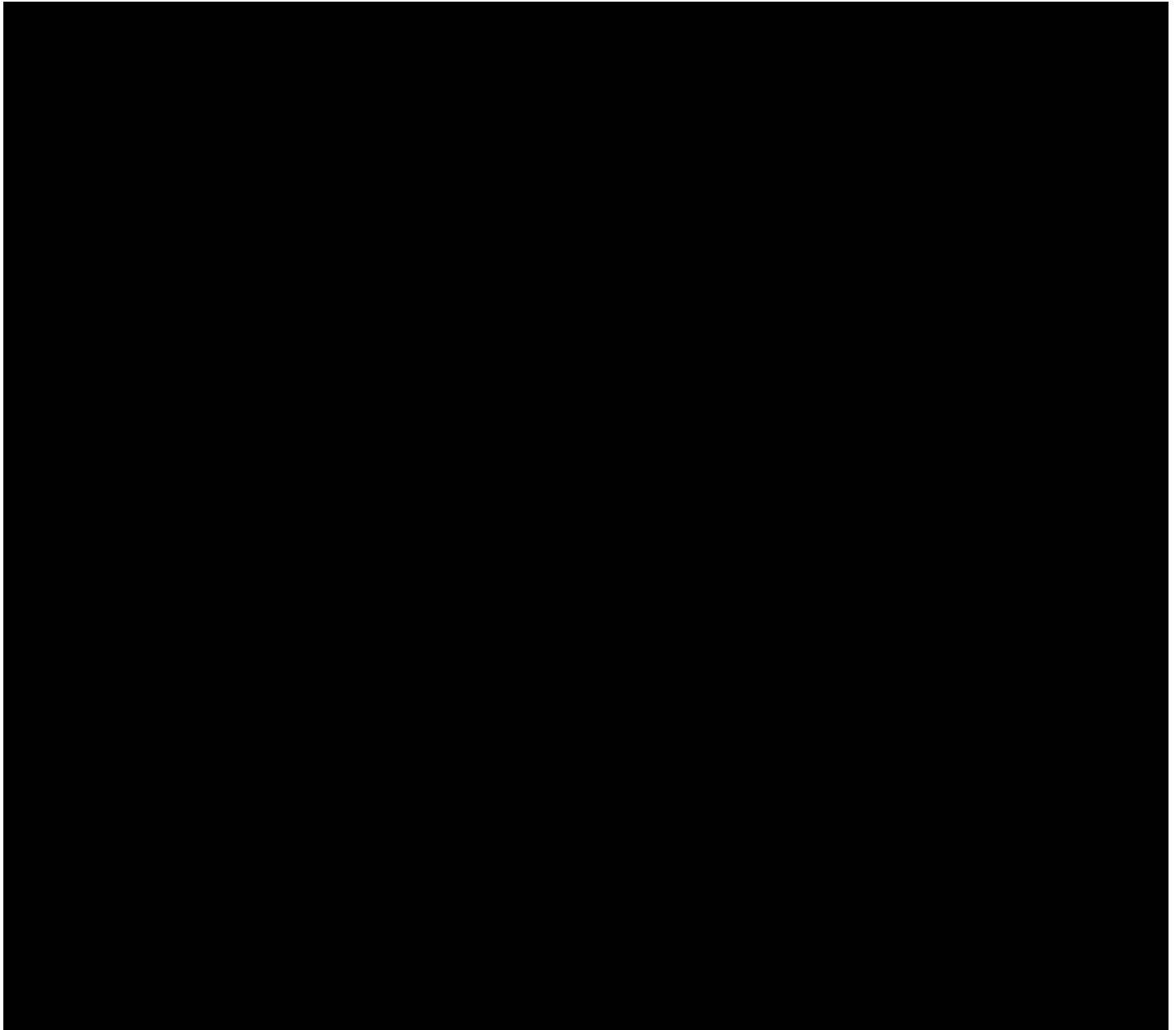
Imagine Language & Literacy

Imagine Language & Literacy includes a robust and extensive suite of high-quality and varied reports, tools, and dashboards that empower educators to pinpoint the precise strengths and weaknesses of each student and drive more effective interventions. The reports show how students' reading comprehension skills improve over time, the curriculum students have completed, the amount of time students have spent in the program, and which students are striving to master specific skills—allowing teachers to monitor the progression of students' acquisition of the English language. The Action Areas Tool will flag specific skills where teachers should follow up with students and recommends intervention grouping. In addition to being aligned with national and state standards, this tool provides digital and printable resources to supplement targeted follow-up lessons. It allows teachers to create a personalized playlist to re-assign key activities to students for practice following a teacher's intervention. Educators can also disaggregate data into instructional groups at the class, school, and district levels.

Imagine Language & Literacy reports are available online and in real time. Additionally, educators can only view the student information for which they have security permissions. Permissioned roles include district administrators, school administrators, and teachers.

Dashboard

The Imagine Language & Literacy dashboard is a dynamic tool that provides access to interactive reports, resources, tools, and at-a-glance information about the usage and growth trends among organizations, groups, and students. Educators can drill down from high-level aggregated statistics, quickly update student information and report settings, and locate remediation resources for in-class use. Educators can also access the following information from the dashboard: key performance indicators, usage reports, progress reports, growth reports, student portfolios, the Action Areas Tool, the Activity Explorer and Playlist, and optional offline resources.

Users can immediately review usage trends, lesson progress metrics, implementation size, and recent activity by both staff and students. District administrators can view the schools who have implemented the program with fidelity and document resulting growth in language and literacy achievement levels. Building administrators can review school data to identify any usage or achievement gaps to suggest next steps. Teachers can also access individual student progress reports to supplement portfolios or reference in parent conferences.

Usage

Imagine Language & Literacy usage reports detail how much time students spend using the program. The reports show information about usage over time compared to the recommended goal. Administrators can use this information to identify below-target usage, creating opportunities to intervene, as consistent program usage is essential to its effectiveness. The program also provides usage by week metrics—which displays the number of minutes students have used Imagine Language & Literacy each week compared to the weekly goal—and predicted end of year usage, which determines whether students will meet weekly and yearly usage goals based on their current usage trends. The Usage Tool provides at-a-glance information about whether a student, class, school, or district is meeting its usage goals, as shown in the image that follows.
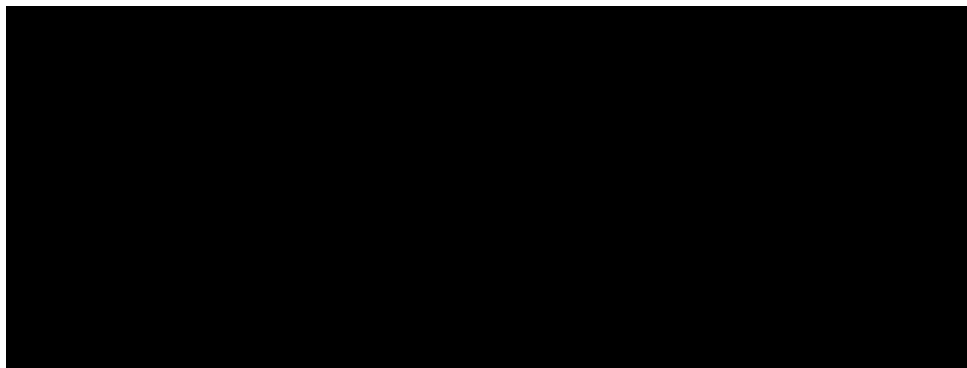
Progress

Teachers, administrators, and parents can use progress reports to monitor student progress. The tool shows a breakdown of all skill areas and how far a student has progressed in comparison to their grade level. This is an excellent tool for guiding discussions at parent-teacher conferences or when making goals with students.

- The **Progress by Lesson** report lists the lessons students have completed or tested out of, and on which lessons students are working. The report divides literacy, oral vocabulary, and grammar curriculum, allowing teachers to monitor student progress at both the group and student level. Educators can also view the lesson details, which include the curriculum area, lesson, whether the student has passed or completed the lesson, how much time students spent on the lesson, and the date when they last attempted the lesson.
- The **Skills Inventory Report** lists the skills students have encountered, the date they encountered the skill, and how they scored when assessed on the skill. It also includes detailed information about which skills students have answered correctly or incorrectly. Teachers can apply data filters, including date range, individual curriculum area, correct results, and incorrect results. The Skills Inventory Report is available in both a summary and detailed view. The summary view lists all skills a student has attempted in a collapsed view while the detailed view expands the skill list and displays which skills a student has answered correctly in green and incorrectly in red. By default, the skills inventory report displays all results for all curriculum areas in the summary view for the last four weeks.

Achievement Reports

Achievement Reports display several student achievements, including the number of activities completed, books read, and vocabulary words, sight words, and letters learned. Teachers can also print achievement certificates from this report at any time.

- Located on the progress dashboard, the **Program Level Gains Report** allows school and district administrators to view which students across the district or school are working above level, on level, or below grade level at the beginning of the school year compared to the current date. The Program Level Gains Report also provides data for each grade or group within the organization. This report is only available for school- and organizational-level users, such as a school principal or district administrator.

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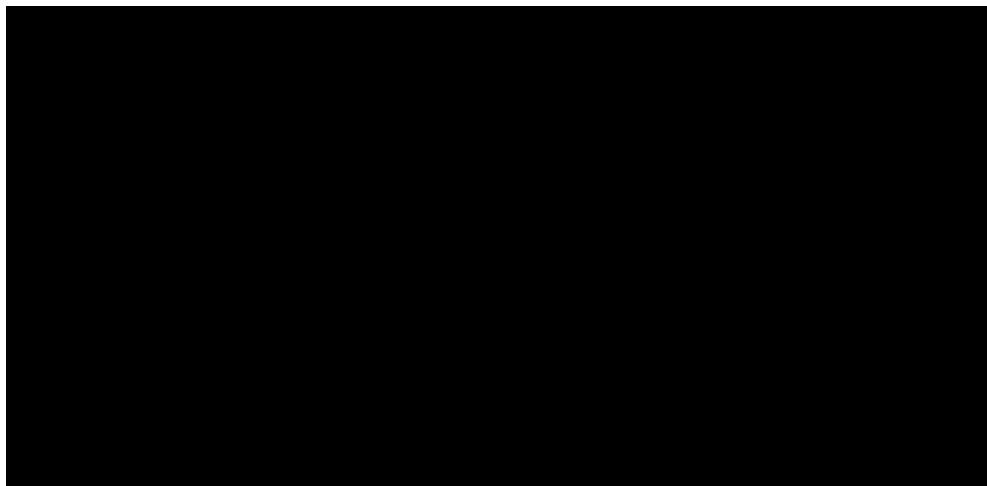
Growth

The Growth Tool is an interactive data tool that illustrates student performance over time and is linked to the Action Areas Tool for intervention purposes. The Growth Tool also offers interactive filtering options, allowing teachers and administrators to do the following:

- Compare student growth by individual, class, or grade
- Track class or individual progress compared to district goals
- Measure long-term growth needed for student growth objectives and other state-level reporting

School and district administrators can view a summary version of all data tools to understand where to offer additional support. In addition, Imagine Learning offers administrative support to help principals and other administrators understand how to best use this report in individual data meetings with teachers and professional learning communities.

- The **Benchmark Test Report** displays benchmark scores for the beginning, middle, and end of year testing periods. This report is an overview of student scores in literacy and oral vocabulary—also displaying performance data for individual sub-tests, such as word recognition and leveled reading comprehension. All returning Imagine Language & Literacy students take the beginning of year benchmark test, but students can also take the benchmark test during the middle and end of the school year to assess cumulative reading growth.
- The **Reading Level Assessment** report displays scores for the beginning, middle, and end of year. It also shows which students are performing above level, on level, or below grade level in Lexile reading growth, as assessed by the Reading Level Assessment.
- The **Scaled Score** report measures student growth using a scaled score—composite scores that account for the relative difficulty of the assessed scores. Because scaled scores increase with difficulty, educators can directly compare a student's current performance with prior scores or draw comparisons between students' scores.

Student Portfolio

Imagine Language & Literacy empowers students to create constructed writing responses and individual audio recordings of books they are reading. When a student creates a recording or answers a writing prompt, the program automatically stores it in the student's portfolio—capturing and organizing student writing exercises, book recordings, and other reading fluency exercises. Teachers can review student work to evaluate student progress and performance, awarding additional Booster Bits for special effort, improvement, or exceptional performance and sharing the portfolio with parents.

- **Recordings.** Students create individual audio recordings for each page they read in a specific book. Student portfolios list the number of individual recordings for each book and the latest date and time the student recorded. Teachers can also view or print a PDF of the book text to annotate for student miscues.
- **Writings.** In some activities, students create constructed responses about a book or article based on a specific writing prompt. The student portfolio displays the writing prompt and the student's written response, providing appropriate context for teachers when they review student work.

Action Areas Tool

The Action Areas Tool groups students according to need, efficiently addressing unfinished learning. The tool uses the embedded formative assessments from a student's personalized learning path to identify students in need of additional support, creating groups by skill and providing activity suggestions for teacher use in intervention sessions. Some activities also include printable resources to send home with students or use for extra classwork.
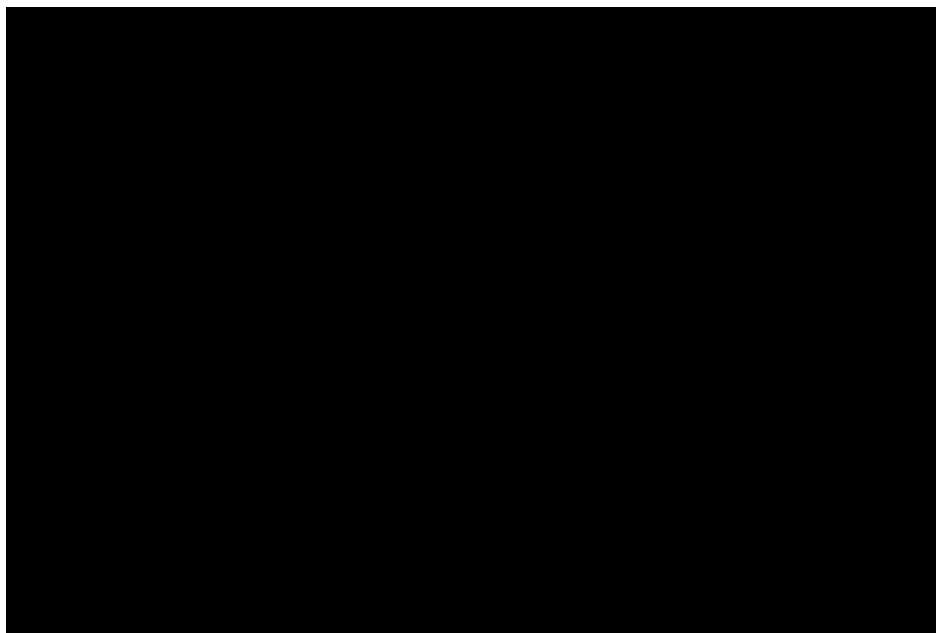
Educators can assign intervention tools and launch texts, games, explicit instructional sequences, videos, and create playlists directly from this page. Accompanying materials—such as graphic

organizers and response journals—are also available for direct printing. This actionable data facilitates immediate and targeted intervention by teachers. Additionally, educators can track student progress from this point to show the impact of intervention. With the Action Areas Tool, educators can filter students in need of additional intervention by student or student group, time period, specific grade-level skill, or specific state standard.

Imagine Math

Imagine Math's reports provide educators with the tools necessary to monitor student growth and set individual student goals. As Imagine Math focuses on meeting the instructional needs of both teachers and students, the program's reports are designed to give educators the information they need to ensure program success.

The system organizes student performance data and delivers powerful visual summaries providing insight into where students are, how much progress they are making, and where they need to go next. Reports update differently depending on the report and the user accessing the report—i.e., teacher, school administrator, and district administrator. Reports listing student details are updated every 10 minutes, while reports displaying aggregate data reported at the classroom, school, and district levels are updated once per day.

The following reports are available:
- Overview Report*
- Weekly Emailed Report*
- Student Progress Report*
- Mastery Report teacher/admin
- Strands Report*
- Benchmark Growth Report*
- Benchmark Performance Level Report*
- Benchmark Administration Report*
- Weekly Progress Summary Report
- Snapshot Reports
- Dashboards
- Student Data Export*

*Contains data powered by the Quantile Framework*

Multiple Imagine Math reports display student usage and performance metrics, including the Overview Report and Student Progress Report. Imagine Math reporting data—which users can filter by school, class, teacher, and student—can be exported into CSV, Excel, and PDF formats. Additionally, the data teachers can view is based on their permission level. For example, teachers can view data only for the students in their class, while principals can view student data across the entire school. Educators can also disaggregate data into group, class, school, and district levels.

Every Imagine Math 3+ educator dashboard features a real-time Activity Feed that alerts the teacher when students complete work, pass quizzes, struggle with concepts, and more. In addition,

the program immediately updates student data from lessons and assessments in reports, enabling teachers to direct lessons and activities based on real-time information. A sample educator dashboard follows.

Overview Report

The Overview Report provides information about student performance in Imagine Math and application usage. The report provides average on- and below-grade level lesson pass rates, pre-quiz and post-quiz scores, time spent, lessons passed, math help usage, and live teacher usage.
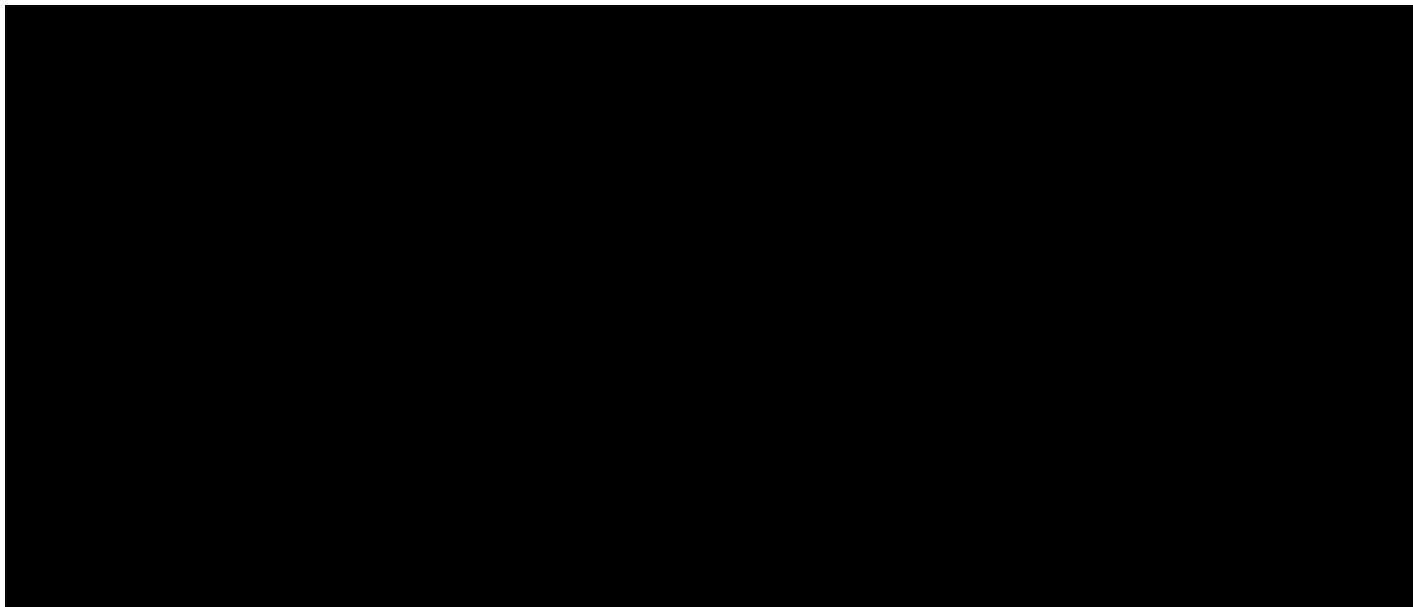
Teachers and school administrators can subscribe to receive weekly emailed reports. The Overview Report is most commonly used to identify aggregate trends and support grading for classrooms and can be filtered to refine and group the report data by grade level. Teachers can also use the report to perform the following actions:

- Identify struggling and high-performing students
- Identify specific student behaviors, such as guessing
- See how and when students use Imagine Math and understand student performance on- and below-grade level
- Understand engagement with assistive features, such as Imagine Math teachers and in-application help
- Identify lessons passed and failed

Activity Report

Imagine Math features multiple tools that empower educators to see student work and use this information to drive more effective interventions. As described, the program has a robust suite of dashboards and reports that deliver actionable data. The Activity Report displays the students who are logged in and who are logged out.

Teachers can see what specific lesson, activity, or benchmark the student is working on in real-time. Teachers can look up the activity's item number in the Answer Key to help the student with that particular item if desired.

Student Progress Report

The Student Progress Report provides a detailed view of student performance and delivers actionable student metrics, including the percent of on- and below-grade level lesson pass rates, the average weekly number of lessons completed, total number of lessons completed and passed year-to-date, average weekly time, and total time year-to-date, adaptive benchmark test results, normative rankings, lesson-specific performance, and usage metrics. The report is most commonly used to view student progress and achievement within a pathway. Teachers can use the Student Progress Report to perform the following actions:

- Understand performance on- and below-grade level
- See how a student's performance changes over time
- Determine how remediation lessons are helping students with grade-level lessons
- View detailed information about student performance on individual lessons within a pathway
- Print student certificates for completed lessons
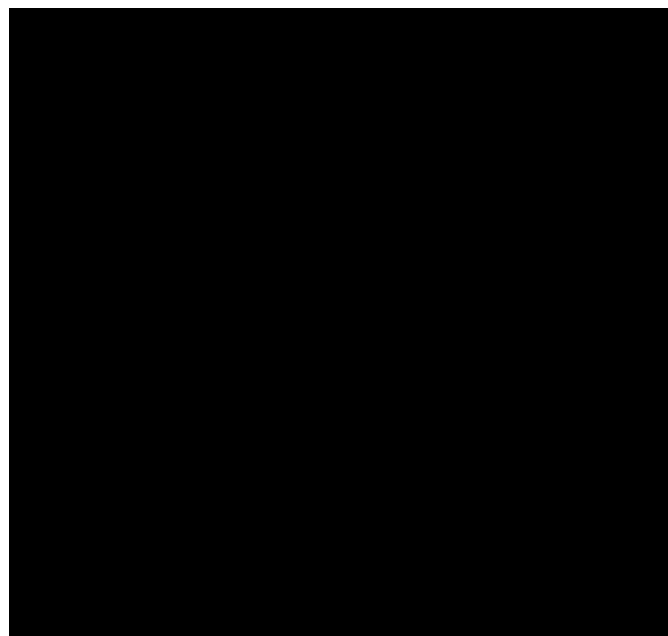
Teachers can also drill down to see a student's performance on specific lessons and exercises. Information shown includes the lesson's title and grade level, green checkmarks that denote passed lessons and exercises, red Xs that denote failed lessons and exercises, the number of tokens collected out of the total possible, the response accuracy rate, time on the lesson, and the date and time of completion. Teachers can click on individual lessons and activities to see the exact content a student passed or failed to deliver additional support as needed.

Mastery Report

The Mastery Report provides a view of how students, classrooms, schools, and districts perform against state standards. The report is most commonly used to group students according to these standards. Teachers also use the Mastery Report for the following:

- Understand which standards present the greatest challenges to classes, schools, and districts
- Identify groups of students struggling in a common standard area to create the most effective small group instruction
- Identify which classrooms, schools, and districts are struggling in a common standard to provide teacher professional development
- Monitor standards-related student performance to facilitate one-on-one student interventions
- Report to parents the areas in which the student excels and the areas in which the student is challenged
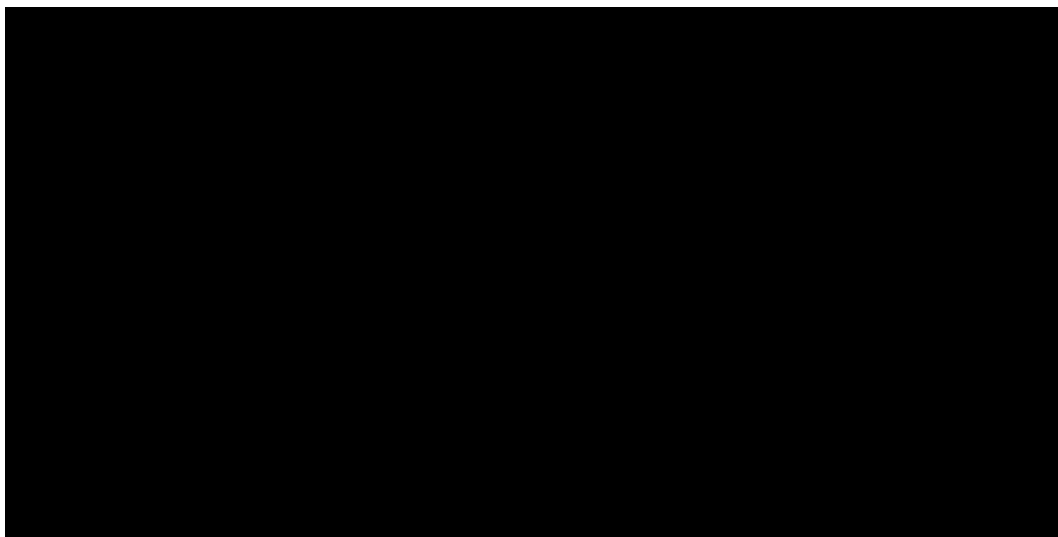
Weekly Progress Summary Report

The Weekly Progress Summary Report displays metrics to show teacher usage and adoption. It provides answers to help understand implementation, district usage, and performance against district goals. Specifically, the report provides the following metrics:

- Usage time by school and conformance to goals
- Lessons completed by school and conformance to goals

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- Pass rates by school and conformance to goals
- Math help and live teacher usage rates

Benchmark Growth Report

The Benchmark Growth Report provides a high-level view into student performance and improvement growth between the adaptive benchmark tests. Teachers and administrators can also use this report to group students by performance level, facilitating small groups and response to intervention strategies. Teachers and administrators most commonly use this report to measure improvement between the adaptive benchmark tests. Educators can use the Benchmark Growth Report to identify opportunities to stimulate student usage to realize gains on future benchmark tests.
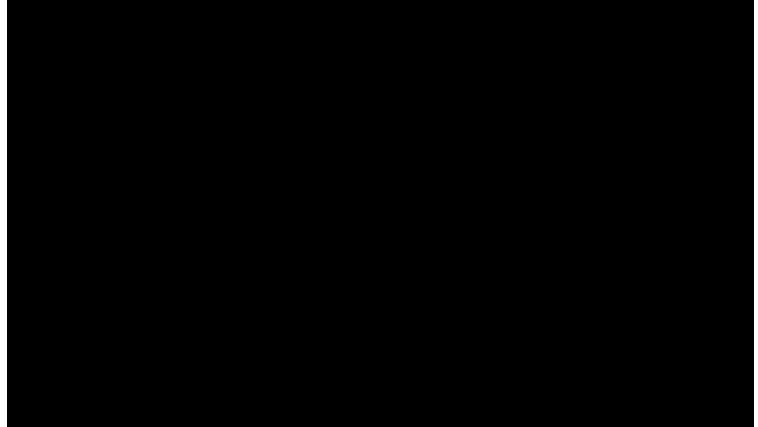
Parent Portal & Reporting

The Imagine Math Parent Portal allows parents to monitor their student's usage and progress in Imagine Math 3+. Parents have access to progress reports and assigned lessons, so they can stay involved with their student's math journey and provide encouragement where needed. Parents can link multiple student accounts to their parent account. Parents need their students' usernames and passwords to link them, and after that they can follow all of their students with the convenience of a single parent account without the need for a separate login for each student. Teachers can also print and/or download any reports to which they have access and provide to parents. In the Parent Portal, parents have access to the following:

- **Home Page**: The home page is the default screen upon login. Parents will see their student's name, username, and password, as well as many other options discussed below.
- **Overview Report**: The Overview Report button shows how the student is performing overall. Parents have access to the benchmark performance levels, lessons attempted, lessons passed, pass rates, problems attempted, math helps, live helps, and time on the program.
- **Lesson Activity**: The Lesson Activity button sends the student progress report. This is a more detailed account of how the student is performing. Parents can toggle different pathways, and they can drill down to see specific lessons and their standards. Grade level, scores, pass/fail, time, and date per lesson are shown in the report.
- **Activity Feed**: The Activity Feed on the home page shows a time-stamped feed of the lessons and quizzes the student has completed.
- **Contests**: This button shows the contests Imagine Math is hosting and the featured charity of the month.

9. References

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

As detailed, Imagine Learning has a proven track record in providing research-based personalized learning solutions to our partners. Numerous public and private districts in Virginia are implementing one or more of Imagine Learning's digital content solutions. Contact information for select regional customers follows.
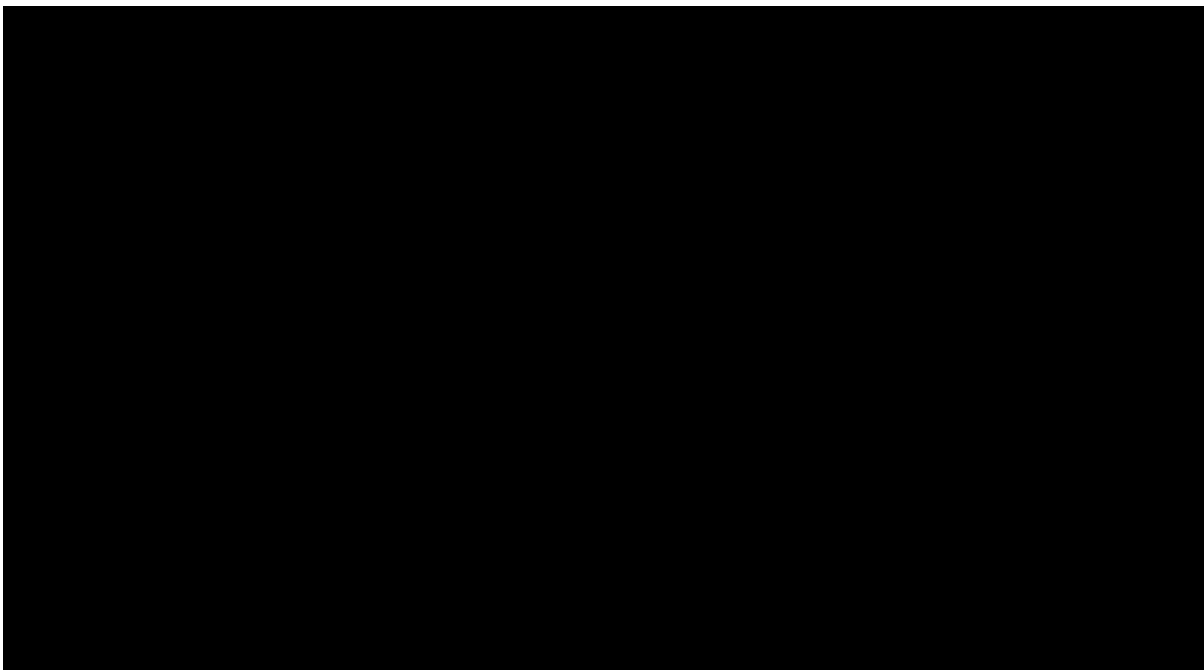
Additional references are available upon request.

10. Pricing/Cost Proposal

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

Imagine Learning proposes the following digital programs and pricing to meet HCPS's needs for K–12 digital content solutions. License agreements are for 12 months unless otherwise agreed upon. All pricing includes vendor hosting, unlimited technical and customer support, and applicable system and curriculum updates during the contract period for <u>no additional cost</u>. Volume discounts and additional pricing options may be available.

As instructed, Imagine Learning has provided completed Pricing Scenario – Attachment K spreadsheets separately for each proposed product. A detailed pricing explanation related to these spreadsheets follows.

Proposed Licensing Model: Per Site

Imagine Learning's <u>site license</u> model provides unlimited enrollment with unlimited logins and unlimited access to the proposed solution at each licensed site. **The districtwide pricing in Attachment K is based on this model.**

Product	License Model	Annual Cost
Imagine Language & Literacy	Annual Site License	**$12,500 ea.**
Imagine Math	Annual Site License	**$5,000 ea.**
Optional: Imagine Math Facts	Annual Site License	**$2,500 ea.**

Alternate Licensing Model: Per Student

The programs are also available to license <u>per student</u> to support smaller implementations. This license model provides unlimited access to the proposed solution for each licensed student. The license is reusable throughout the contract term.

Product	License Model	Annual Cost	
Imagine Language & Literacy	Annual Student License	Tiered, based on qty. purchased:	
		3,000+	**$70 ea.**
		1,500 – 1,999	**$75 ea.**
		1,000 – 1,499	**$80 ea.**
		700 – 999	**$90 ea.**
		300-699	**$95 ea.**
Imagine Math	Annual Student License	**$40 ea.**	

Note: Per-student pricing for the optional Imagine Math Facts solution is available upon request.

imagine learning

Optional: Universal Screener Import

The proposed Imagine Language & Literacy and Imagine Math solutions support the import of data from NWEA MAP. There is an annual per-site fee.

Product	License Model	Annual Cost
Universal Screener Import	Annual Site License	**$500 ea. (per solution/site)**

Professional Development

Imagine Learning offers both onsite and virtual professional development options. The final professional development will be customized to meet the needs as outlined. Travel and materials are included in the per-day cost for onsite training. Bundled packages combining multiple days or webinars are available at a reduced cost.

Type	Description	Cost
Webinar	Three hours, up to 40 participants	**$750 ea.**
Onsite	Six hours, up to 40 participants	**$3,500 ea.**

Imagine Learning Help Center resources, step-by-step guides, best practice information, and ongoing customer/technical support is included at no cost.

11. Exceptions

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

Imagine Learning's proposed exceptions as well as the Company's standard terms and conditions are provided on the following pages.

Deviations/Exceptions to RFP #24-2795-12EMF

Imagine Learning LLC indicates the changes below as the offering is a subscription based software + content available via Imagine Learning's or its affiliates or subsidiaries Software-as-a-Service [SaaS] platform and not a good, product or professional based service (e.g., architect, electrician, construction, etc). SaaS is not a good for purchase and no transfer of title is contemplated by any future relationship.

Imagine Learning LLC ("Vendor") submits the following deviations to the Henrico CPS RFP #24-2795-12EMF for "Digital Content Solutions for K-12"

SECTION	DEVIATIONS/REVISIONS
GENERAL CONTRACT TERMS AND CONDITIONS **Pages 8-9, F & F3 – Termination by County & Termination for Convenience** *(Vendor submits the revisions in the right column.)*	The County may terminate the Contract for cause ~~or for convenience~~. *Please delete section F3 in its entirety as inapplicable.*
GENERAL CONTRACT TERMS AND CONDITIONS **Page 11, N – Indemnification** *(Vendor submits the revisions in the right column.)*	The Successful Offeror agrees to indemnify, defend and hold harmless the County (including Henrico County Public Schools), and the County's officers, agents and employees from any third-party claims, damages, suits, actions, liabilities and costs of any kind or nature, including reasonable attorneys' fees, directly arising from or directly caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the County's sole negligence.
GENERAL CONTRACT TERMS AND CONDITIONS **Page 12, R1 – Ownership of Deliverable and Related Products** *(Vendor submits the revisions in the right column.)* **NOTE:** *There is no contemplation of the transfer of ownership of any products/services offered in response to this Solicitation. Vendor offers a license and retains all rights, title and interest to these services/products.*	If applicable, t~~T~~he County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, and documentation, ~~computer programs and/or applications, and documentation~~ developed or generated, solely for use by the County, during the completion of . . .
GENERAL CONTRACT TERMS AND CONDITIONS **Page 18, KK – Cooperative Procurement** *(Vendor submits the revisions in the right column.)*	Please add the following to the end of this section: If Contractor and any other public body choose to utilize this Contract, as contemplated, a separate agreement will be signed between Contractor and each public body.
Vendor submits the added terms to right.	Notwithstanding anything to the contrary in the Request for Proposal, the parties agree to add the following terms collectively listed and contained in the Vendor's Standard Terms and Conditions which is attached hereto and incorporated into this Solicitation by reference. • Section 3 – Intellectual Property; • Section 6 – Customer Content and Responsibilities • Section 7 – Warranties and Disclaimers • Section 8 – Limitation of Liability • Addendum for Instructional Services and Professional Development Any references to "Customer" will mean "County".

Imagine Learning LLC

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IMAGINE LEARNING LLC
TERMS AND CONDITIONS OF COMPANY SERVICES

This "Agreement" (i.e., these Terms and Conditions and the Price Quote for Services into which these Terms and Conditions are incorporated) is made and entered into as of the date of last signature below ("Effective Date") between Imagine Learning LLC, its affiliates and subsidiaries ("Company") and Customer. In consideration of the mutual promises contained herein, the parties hereby agree to the following:

1.1 "**Access Protocols**" means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer to access the Services.

1.2 "**Authorized User**" means any third party who is authorized by Customer to access the Services pursuant to Customer's rights under this Agreement, including any instructors, administrators, other employees, contractors, students authorized by Customer, parents, family members, or other adults associated with a student or parents authorized by Customer.

1.3 "**Confidential Information**" means all non-public, proprietary or confidential information relating to a "Disclosing Party" that is disclosed or otherwise supplied in confidence to the "Receiving Party" under this Agreement. Company's Confidential Information includes (without limitation) the Services, its user interface design and layout, and pricing information. Confidential Information does not include any aggregated data or De-Identified Data covered by Section 9.4, or any other information that the Receiving Party can establish: (a) was known to the Receiving Party prior to receiving the same from the Disclosing Party, free of any restrictions; (b) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; (c) is acquired by the Receiving Party from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the Receiving Party.

1.4 "**Confidential Student Information**" means information that personally identifies a student who is enrolled or was previously enrolled at the Customer's institution. This term includes the student's name, the name of the student's parents or family members, the student's (or student's family's) address, telephone number, email address, date of birth, place of birth, mother's maiden name, grades, financial information, social security number (or other governmental identification number), biometric information, and other information that alone or in combination would reasonably allow a person or entity to identify the student with reasonable certainty. Confidential Student Information does not include any information regarding persons who do not enroll at the Customer's institution.

1.5 "**Customer**" means the school or district who is identified in the signature block below or the applicable Price Quote for Services.

1.6 "**Customer Content**" means any content and information submitted via or in connection with the Services by or on behalf of Customer, an Authorized User, or any other end user of the Services. Customer Content includes student information and records which remain the property of the Customer.

1.7 "**De-Identified Data**" means any data, including data derived from Confidential Information (and Confidential Student Information) that has had all direct and indirect personal identifiers removed. This includes the removal of any names, identification numbers, dates of birth, address, email address, and telephone number. De-Identified Data does not include any data that alone or in combination would reasonably allow a person or entity to identify a student with reasonable certainty.

1.8 "**Documentation**" means the technical materials provided by Company to Customer in hard copy or electronic form describing the use and operation of the Services.

1.9 "**Instructional Services**" means services provided by Company, including student access to teachers and coaches, the development and implementation of policies and procedures for purposes of improving student outcomes, and other services as stated in the applicable Price Quote for Services. Instructional Services are also subject to the additional terms contained in the attached Addendum.

1.10 "**Price Quote for Services"** or "**Quote**" means the order form signed by Customer which references these Terms and Conditions and details the services to be provided to the Customer under this Agreement.

1.11 "**Products**" means durable, physical or consumable materials such as student or teacher workbooks, textbooks, physical kits or other items provided to correspond with Company courseware, audio, video and other content curriculum, and/or Documentation and software.

1.12 "**Professional Development**" **or "Professional Learning"** means the instructional training, consulting and coaching for all licensed products and services provided by the Company as described in the applicable Price Quote for Services. Professional Development/Professional Learning services are subject to the additional terms contained in the attached Addendum.

1.13 **Services**" means the services ordered by Customer through the Price Quote for Services and includes the products and services which may include Company courseware, audio, video and other content curriculum, and/or Documentation and software including applets and animations. Services may include Professional Development and/or Instructional Services. Customers' access to any Professional Development or Instructional Services will expire at the end of the Term set forth in the applicable Quote or if the Service is terminated for any reason.

1.14 "**Supported Environment"** means the minimum hardware, software, and connectivity configuration specified from time to time by Company as required for use of the Services. The current requirements (if any) are described in the technical requirements which may be found on Company's website.

2. PROVISION OF PRODUCTS & SERVICES

2.1 **Access.** Subject to Customer's payment of the fees outlined in the Price Quote for Services and compliance with the terms of this Agreement, Company will provide Customer with access to the Products and Services. Promptly following the Effective Date, Company shall provide to Customer the necessary security protocols and policies, network links or connections and Access Protocols to allow Customer and its Authorized Users to access the Services in accordance with the Price Quote for Services (or this Agreement).

2.2 **Return Policy.** Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to the Company by Customer within thirty (30) days of receipt. Customer must obtain written authorization from Company for the return. Customer may not return Products without Company's written authorization. For clarity, science lab kits may not be returned.

2.3 **Support Services**. Company will provide Customer with the support services described at http://help.imaginelearning.com/hc/en-us.

2.4 **Hosting.** Company shall, at its own expense, provide for the hosting of the Services, provided that nothing herein shall be construed to require Company to provide for, or bear any responsibility with respect to any telecommunications or computer network hardware required by Customer, any Authorized User or any other user to provide access from the Internet to the Services.

3. INTELLECTUAL PROPERTY

3.1   License Grant. Subject to the terms and conditions of this Agreement, Company grants to Customer a non-exclusive, non-sublicensable, non-transferable license during the Term, solely for Customer's internal educational and training purposes and in accordance with this Agreement. This Agreement permits only Customer and Customer's Authorized Users to access and use the Services detailed on the Price Quote for Services in accordance with the Documentation. Licenses are available to access Services throughout the Term by Authorized Users not to exceed specific quantities stated on Price Quote for Services. License and Service types are listed below. Only those License and Service types listed on the Price Quote for Services are applicable to this Agreement.

   a) **Concurrent License** - provides access to Services throughout the Term by all Authorized Users based on the number of simultaneous licenses purchased. Total number of users accessing product simultaneously cannot exceed total quantity of licenses purchased.

   b) **Reusable License** - provides access to Services throughout the Term by all Authorized Users based on the number of semester course enrollments purchased. Once a course enrollment is disabled or completed, the enrollment license can be reused for that student or another student throughout the contract period.

   c) **Single User** - available to a single user identified by name and designated as the sole student user of the specific license throughout the Term. Licenses cannot be transferred to another user.

   d) **Site License** - provides access to Services throughout the Term by all Authorized Users located at the specific physical site identified on the Price Quote. Must be a traditional brick and mortar educational institution that provides educational services to students at a common physical location. Not available for virtual schools.

   e) **Virtual School** - Customer that is (a) a private school where students do not regularly meet physically for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the internet with regular assistance or guidance from the teacher of record or (b) a private tutoring provider that makes available personal attention to each student enrolled in a program by faculty or tutoring provider and such services are the primary purpose of enrollment by students; or (c) a public program implemented by a school district where students do not regularly meet physically for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record; and (d) with respect to (a), (b), and (c), a Virtual School is not a school that sells licenses or access to educational software on a standalone basis or sells licenses or access to educational software to students not actively enrolled in and participating in learning services provided by the private school or tutoring provider.

3.2   Restrictions. Customer agrees that it will not, nor will Customer cause or permit any Authorized User or other party to: (a) allow any third party to access the Services or Documentation, except as expressly allowed herein; (b) modify, adapt, alter or translate the Services or Documentation; (c) sublicense, lease, rent, sell, resell, loan, distribute, transfer or otherwise allow the use of the Services or Documentation for the benefit of any third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Services, except as permitted by law; (e) create derivative works based on the Services or Documentation; (f) use the Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (g) interfere with or disrupt the integrity or performance of the Services; or (g) access the Services to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

3.3   Ownership. Except for the licenses granted by Company under this Agreement, as between Company and Customer, Company owns all right, title and interest (including, but not limited to, all copyright, patent, trademark and trade secret rights) in and to the Services and Documentation.

3.4   Open Source Software. Certain items of software used in the Services are subject to "open source" or "free software" licenses (**"**Open Source Software**"**). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Sections 3.1, 3.2, or 10. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If and to the extent required by any license for particular Open Source Software, Company makes such Open Source Software and Company modifications to that Open Source Software, available by written request at the notice address specified on the Price Quote for Services.

4.   FEES. Company shall invoice Customer for fees on the schedule set forth on the Price Quote for Services ("Fees") and the amounts set forth in such invoices shall be due from Customer net thirty (30) days of receipt. Non-payment or late payment of undisputed fees is a material breach of this Agreement. Company may terminate the Agreement and/or terminate or suspend Customer's access to Services within ten (10) days after Customer receipt of a notice of non-payment of amounts owed under that Price Quote for Services. Company may change the amount of the Fees for any upcoming Renewal Term, provided that Company provides Customer with written notice of such change at least sixty (60) days prior to the first day of such Renewal Term. All taxes and other governmental charges (except for income taxes), if any, imposed on Customer payments hereunder shall be deemed to be in addition to the Fees charged, and borne solely by Customer except to the extent that Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority.

5.   FUNDING-OUT CLAUSE. If Customer is a governmental entity receiving federal, state or local funds, Customer's payment obligation may be conditioned upon the availability of funds that are appropriated or allocated by the applicable government agency. If funds are not allocated, Customer may terminate this Agreement at the end of the period for which funds are available. Customer must notify Company in writing at least thirty (30) calendar days before termination. Upon termination, Company will be entitled to a pro-rata portion of the fees for Service performed up to the date of termination.

6.   CUSTOMER CONTENT AND RESPONSIBILITIES

6.1   License; Ownership. Customer hereby grants Company a non-exclusive, worldwide, royalty-free, fully paid and transferable license (a) to use the Customer Content as necessary solely or the purposes of providing the Services under this Agreement; and (b) to use Customer's trademarks, service marks, and logos as required to provide the Services (but not for use with an audience beyond that of Authorized Users). As between the parties, Customer owns all right, title and interest in the Customer Content.

6.2   Customer Warranty. Customer represents and warrants that (a) prior to using the Services in connection with any Authorized User, Customer shall have obtained any necessary consent to contact such Authorized User via the Services in such form as required to comply with applicable law; (b) that its use of the Services will otherwise comply with all applicable laws; and (c) the Customer Content shall not (i) infringe any copyright, trademark, or patent right; (ii) misappropriate any trade secret; (iii) be deceptive, libelous, obscene, pornographic or unlawful; (iv) contain any viruses, worms or other malicious computer programming codes intended to damage Company's system or data; or (v) otherwise violate any privacy or other right of any third party.

6.3   Authorized User Access. Customer may permit any Authorized Users to access and use the features and functions of the Services as contemplated by this Agreement. Each Authorized user must be granted a unique User ID. User IDs cannot be shared or used by more than one Authorized User at a time. Customer is solely responsible for maintaining the confidentiality of Access Protocols and Company will not be liable for any activities undertaken by anyone using Customer's Access Protocols. Customer will immediately notify Company of any unauthorized use of its Access Protocols or any other breach of security

relating to the Services known to Customer.

6.4   Customer Responsibility for Access, Content and Security. Except to the extent expressly specified on the Price Quote for Services, Company is not obligated to back up any Customer Content; the Customer is solely responsible for creating backup copies of any Customer Content at Customer's sole cost and expense. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content. Customer must maintain the Supported Environment (if any) described in the Price Quote for Services.

7.   WARRANTIES AND DISCLAIMERS

7.1   Limited Warranty. Company warrants that it will make commercially reasonable efforts to maintain the online availability of the Services. CUSTOMER'S EXCLUSIVE REMEDY AND COMPANY'S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE FOR COMPANY TO REPAIR THE NON-CONFORMING SERVICE, OR IF COMPANY CANNOT MAKE SUCH REPAIR WITHIN A REASONABLE PERIOD OF TIME, THEN COMPANY MAY TERMINATE ACCESS TO THE SERVICES AND REFUND A PORTION OF THE FEE.

7.2   Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1, THE DOCUMENTATION, AND SERVICES ARE PROVIDED "AS IS," AND COMPANY MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

8.   LIMITATION OF LIABILITY. EXCLUDING EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN IN RESPECT OF THIRD-PARTY CLAIMS, (A) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST DATA) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS PERFORMANCE HEREUNDER AND (B) IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER AS A RESULT OF ANY CLAIM ARISING UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT FOR THE APPLICABLE SERVICES GIVING RISE TO SUCH LIABILITY IN THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE ACT OR OMISSION GIVING RISE TO SUCH CLAIM. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO CUSTOMER.

9.   CONFIDENTIALITY; PRIVACY

9.1   Confidentiality. During the Term, each party ("Disclosing Party") may provide the other party ("Receiving Party") with Confidential Information. The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Disclosing Party's Confidential Information to Authorized Users (with respect to Customer as Receiving Party) or to those employees who have a need to know such Confidential Information to perform the Receiving Party's obligations or exercise the Receiving Party's rights under this Agreement, and who have been informed of the confidential nature of such information. In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon the expiration or termination of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party

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shall provide to the Disclosing Party a written affidavit certifying compliance with this sentence.

9.2   Privacy. Company will comply with, and will cause each of its employees, agents, and contractors to comply with, all state, federal and municipal laws and regulations ("Applicable Laws") applicable to its performance under this Agreement, including without limitation the Family Educational Rights and Privacy Act and the Children's Online Privacy Protection Act. Company's Privacy Policy (as may be updated by Company from time to time), which is incorporated by reference into these terms and conditions, contains additional terms regarding Company's use of Confidential Student Information. Customers and Authorized Users may view Company's privacy policy at https://www.imaginelearning.com/privacy ("Privacy Policy"). Customer is responsible for providing notice of its own privacy policy to parents of its students and is solely responsible for obtaining any necessary parental consents for students to use the Services.

9.3   Data Security. Company agrees that it will store and process Confidential Information, including Confidential Student Information, in accordance with customary industry standards. Company shall implement and maintain commercially reasonable administrative, technical and physical security measures designed to protect Confidential Information from unauthorized access, disclosure and use. Company will conduct periodic risk assessments and remediate identified material security vulnerabilities in a commercially reasonable manner. Company will have a written data breach response plan and will take commercially reasonable steps to notify the Customer once it becomes aware of a data breach known to involve, or likely involving, Customer Confidential Information. Company will cooperate with the Customer to comply with any applicable data breach notification laws.

 9.4   Aggregated and De-Identified Data. Company may use aggregated data and De-Identified Data for those purposes allowed under applicable law and for the following purposes: (1) to demonstrate the effectiveness of the services; (2) research and development of the Company's educational sites, services, or applications; and (3) for adaptive learning purpose and for customized student Learning. Company agrees not to attempt to re-identify aggregated or De-identified Data. Company's use of aggregated data and De-identified data shall survive termination of this Agreement or any request by LEA to return or destroy Data.

9.5   Confidential Student Information Return and Destruction. Upon termination or expiration of this Agreement or thereafter, at the Customer's written request, Company shall, in a reasonable period of time, return all Confidential Student Information to Customer or shall destroy such Confidential Student Information that Company knows it possesses to the extent that destruction is reasonably practicable. Customer acknowledges that some data may remain in archive or other files following Company's commercially reasonable attempt to return or destroy Confidential Student Information. Company may transfer Confidential Student Information and De-Identified Data or aggregated data to its successor pursuant to a merger, consolidation or sale of substantially all of its assets pursuant to Section 13 of this Agreement.

10. INDEMNIFICATION

10.1   By COMPANY. Company shall indemnify, defend and hold harmless Customer against any third-party claims that the use of the Services as permitted hereunder infringes any copyright, US patent or other intellectual property right of a third party, and Company shall pay any losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Company. If any portion of the Services becomes, or in Company's opinion is likely to become, the subject of a claim of infringement, Company may, at Company's option, and as Customer's sole and exclusive remedy therefor: (a) procure for Customer the right to continue using the Services; (b) replace the Services with non-infringing software or services which do not materially impair the functionality of the Services; (c) modify the Services so that the Services become non-infringing; or (d) terminate this Agreement and refund any fees paid by Customer to Company for the remainder of the term then in effect, and upon such termination, Customer will immediately cease all use of the Documentation and Services. Notwithstanding the foregoing, Company shall have no obligation under this Section 10.1 or otherwise with respect to any third-party claim based upon (i) any use of the Services not in accordance with this Agreement or as specified in the Documentation; (ii) any use of the Services in combination with other products, equipment, software or data not supplied by Company; or (iii) any modification of the Services by any person other than Company or its authorized agents. This Section 10.1 states the sole and exclusive remedy of Customer and the entire liability of Company, and any

of the officers, directors, employees, shareholders, contractors or representatives of Company, for claimsand actions described in this Section 10.1.

10.2   By Customer. To the maximum extent allowed by applicable law, Customer shall indemnify defend and hold harmless Company against any third-party claims arising out of (a) any failure by Customer or any Authorized User to comply with applicable laws, rules and regulations (including those promulgated by U.S. federal or state regulatory authorities) in connection with its activities hereunder, including without limitation its provision and Company's authorized use of Customer Content (possibly including student information) hereunder or failure to obtain required consent from any Authorized User or other end users, (b) any failure by Customer to adhere to applicable laws, rules and regulations (including school board and district policies) relating to Customer's modified or customized content where permitted within Company provided Products or Services; (c) Customer's unauthorized use of Services hereunder and/or (d) Customer's breach or alleged breach of any of its covenants, representations or warranties hereunder, and Customer shall pay any losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Customer. This Section 10.2 states the sole and exclusive remedy of Company and the entire liability of Customer, and any of the officers, directors, employees, shareholders, contractors or representatives of Customer, for the claims and actions described in this Section 10.2. Notwithstanding the foregoing, Company shall not be liable for Customer's insertion or use of any self-created or third party content which violates any applicable laws, rule and regulations.

10.3   Procedure. The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party shall promptly notify the indemnifying party in writing of any threatened or actual claim or suit, provided, however, that failure to give prompt notice will not relieve the indemnifying party of any liability hereunder (except to the extent the indemnifying party has suffered actual material prejudice by such failure); (b) the indemnifying party shall have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party shall (at the indemnifying party's expense) reasonably cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

11. TERM AND TERMINATION

11.1   Term. This Agreement shall be for the term (the "Initial Term") of any Services purchased pursuant to a Price Quote for Services and shall thereafter renew for one (1) year terms (each a "Renewal Term") upon the mutual written consent of the parties prior to the expiration of the then-current term. The Initial Term and the Renewal Terms (if any) are, collectively, the "Term." Customer only has the right to use the Services during the Term.

11.2   Termination. Either party may terminate this Agreement immediately upon written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after its receipt of written notice of such breach.

11.3   Effect of Termination. Immediately upon termination of this Agreement, (a) the licenses granted to either party shall immediately terminate; and (b) Company shall cease to make available and Customer shall cease to use the Services. Termination shall not relieve Customer's obligation to pay all charges accrued through the effective date of termination. Sections 3.3, 6.4, 7, 8, 9, 10, 11.3, 12 and 13 will survive the expiration or termination of this Agreement.

12.   GOVERNING LAW AND VENUE If Customer is a public school or district or other state or municipal governmental agency (a "Public School"), this Agreement and any action related thereto will be governed and interpreted by and under the laws of the state where the Customer reside, excluding any conflict of law principles. Otherwise, this Agreement will be governed by the laws of the state of Arizona. Each party expressly waives any objection that it may have based on improper venue or forum non- conveniens to the conduct of any such suit or action in any state or federal court located in the state where the Customer resides, if Customer is a Public School. If Customer is not a Public School, such venue shall be state or federal court located in Phoenix, Arizona. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Customer shall always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its use of the Services hereunder.

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13. MISCELLANEOUS.

13.1   Press Releases. If requested by Company, Customer agrees to cooperate in good faith with Company on a press release following execution of this Agreement and agrees to allow Company to list (using Customer's name and/or Customer's logo, as determined by Company) Customer as a customer on Company's website or in documentation to be shared electronically or in print.

13.2   Independent Contractors. The parties are independent contractors and nothing in this Agreement shall be deemed to create the relationship of partners, joint venturers, employer-employee, master-servant, or franchisor-franchisee between the parties. Neither party is, or will hold itself out to be, an agent of the other party. Neither party is authorized to enter into any contractual commitment on behalf of the other party.

13.3   No Additional Terms and Order of Precedence. These Terms and Conditions, together with the attached Price Quote for Services(s), contain the entire agreement of the parties and supersedes any prior or present understanding or communications regarding its subject matter, and may only be amended in a writing signed by both parties. In the event of a conflict between the terms in the Price Quote for Services and the Agreement, the terms contained in this Agreement shall control unless otherwise expressly stated in the Price Quote for Services.

13.4   Severability. In the event any provision of this Agreement is held by a court of law or other governmental agency to be void or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions shall remain in full force and effect.

13.5   Assignment. Neither party shall assign this Agreement without the other party's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement to its successor pursuant to a merger, consolidation or sale of substantially all of its business or assets related to this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

13.6   Force Majeure. Neither party shall be deemed to be in breach of this Agreement for any failure or delay in performance (other than payment of Fees due hereunder) caused by reasons beyond its reasonable control, including, but not limited to, acts of God, pandemics, epidemics, war, terrorism, strikes, failure of suppliers, fires, floods or earthquakes.

13.7   Export. The use of the Services is subject to U.S. export control laws and may be subject to similar regulations in other countries. Customer agrees to comply with all such laws.

13.8   Notice. Any notice given under this Agreement shall be in writing and shall be sent via priority mail by a nationally recognized express delivery service addressed to the address and the signatory set forth in the Price Quote for Services set forth above. Such notice shall also be sent via email to the email address set forth in the Price Quote for Services set forth above.

13.9   No Third Party Beneficiary. There are no third-party beneficiaries to this Agreement.

13.10   Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which shall be taken together and deemed one instrument.

Addendum for Instructional Services and Professional Development

1. **APPLICABILITY.** These additional terms and conditions apply if the Quote includes the purchase of Instructional Services or Professional Development Services from Imagine Learning LLC and its affiliates and subsidiaries ("Company"). In the event of a conflict between these additional terms and the Company's Terms and Conditions of Company Services, these additional terms shall control, but solely with respect to the provision of Instructional and/or Professional Development Services. Capitalized terms used, but not defined, in this addendum have the meanings set forth in the Term and Conditions of Company Services.

2. **CUSTOMER LIAISON.** Customer will designate an individual to serve as its primary liaison to Company for all communications related to the provision of Instructional and Professional Development Services, setting up access for End Users, and use of the Services.

3. **HOURS OF AVAILABILITY**. Company Instructional and Professional Development Services will be available during the business hours specified by Company, or if Customer requires Instructional Services for certain times or additional hours, such requirements must be specified in the Quote prior to the beginning of the term of Customer's purchase of Services. Requests for access to Instructional or Professional Development Services not already provided for in the Quote must be made or approved by the Customer Liaison, and may result in additional charges.

4. **NO GUARANTY OF OUTCOMES**. Company cannot make any guarantees, representations or warranties as to any student, teacher, or other End User outcomes or results from the Instructional or Professional Development Services.

5. **INSTRUCTIONAL SERVICES.** If specified in the Quote, Company will provide virtual access to teachers or coaches (or both) ("Company Instructors") who are hired, trained, supervised, and paid by Company, and who will assist in the virtual delivery of the Licensed Material to students and their use of the Services (the "Virtual Programs"). Customer is responsible for (a) providing secure internet access for End Users to use the Virtual Programs; (b) all day-to-day management of the Virtual Programs, subject in all cases to compliance with Applicable Law and Customer policies; (c) obtaining all necessary consents for the provision of Instructional Services where they will involve direct contact between Company Instructors and students and parents; (d) determining appropriate student courses and verifying student schedules; (e) monitoring student attendance and ensuring compliance with applicable state requirements; and (f) assisting students not making adequate progress.

    a. **Instructor Requirements**. Customer shall be responsible for advising Company of any special certification, training, background checks, insurance, fingerprinting or similar requirements for the Company Instructors as may be imposed by Applicable Law ("Instructor Requirements"). Company shall be solely responsible for all decisions regarding hiring, supervision, discipline, and dismissal of Company Instructors, and for ensuring that all Company Instructors meet and comply with Instructor Requirements.

    b. **Exceptional Student Services**. If Customer is a public entity receiving federal funds, Customer is considered the "Local Educational Agency," or LEA, as that term is defined by Applicable Law, and Customer is solely responsible for the provision of any special education services. Company's services do not include (i) providing special education services; (ii) creating, implementing or providing Individualized Education Programs ("IEP"); (iii) providing reasonable accommodations or any services to insure compliance with the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act (ADA), section 504 of the Rehabilitation Act, or any other Applicable Law. Notwithstanding the foregoing, Company will discuss, formulate and make reasonable adjustments and accommodations in furtherance of student IEPs or reasonable accommodations established by Customer, provided that Customer provides necessary IEPs and section 504 documentation to Company. Customer shall be solely responsible for the costs of any required adjustments or accommodations.

c. **State Testing.** Customer is responsible for providing appropriate accommodations for the administration of any state-mandated standardized testing by End Users. Customer is also responsible for receiving, distributing, administering, proctoring and returning all state mandated standardized tests under applicable state law, policies and procedures.

d. **Reporting and Withdrawal of Students/End Users**. Where reporting of student results is required by Applicable Law, Customer shall be responsible for ensuring the accuracy and completeness of student information used, relied upon, or reported by Company in providing the Instructional Services, and shall promptly notify Company if any student information needs to be corrected or updated. Upon notice to Customer, Company reserves the right to withdraw End User access for students who fail to take required tests or maintain adequate progress.

6. **PROFESSIONAL DEVELOPMENT / PROFESSIONAL LEARNING SERVICES.** If included in the Quote, Company may also provide Professional Development / Professional Learning Services which may include training and instruction to Customer's instructors and administrators on the implementation and use of the Services, curriculum workshops, use of student information to monitor progress, and other related topics as may be specified in the Quote. Customer shall be solely responsible for providing necessary equipment and secure internet access to facilitate these Services, and for scheduling these Services at least two (2) weeks in advance.

a. **Charges for Professional Development/Professional Learning Services.** Before delivering Professional Development/Professional Learning Services, Company must receive a signed Quote specifying the number of hours included and the cost of the services provided, and all necessary setup and implementation services required to demonstrate and use the Services must be completed. Professional Development/Professional Learning Services will be available for use by Customer only during the Term of the Subscription.

b. **Use of Customer's Facilities.** If Company will be providing any Professional Development/Professional Learning Services at Customer's premises, Customer shall advise Company in advance of any Instructor Requirements for Company personnel, and Company will be responsible for insuring that all Professional Development/Professional Learning personnel meet and comply with all such requirements.

c. **Forfeiture & Cancellation of PD Services.** Professional Development / Professional Learning Services purchased but not scheduled and delivered within the first year of the Term may be forfeited without notice. Customer agrees to reimburse Company for travel and other out-of-pocket expenses incurred if Professional Development/Professional Learning Services are changed or cancelled less than forty-eight (48) hours prior to the scheduled delivery date. Company reserves time exclusively for the Customer once Professional Development/Professional Learning Services have been scheduled. If Customer is a no-show or cancels scheduled Professional Development/Professional Learning Services in less than 48 hours before the scheduled delivery date, Customer may be charged for the scheduled services. The Parties must document in writing and sign any and all grace periods or extension of time for delivery of Professional Development/Professional Learning Services.

d. **Service Provision**. In some cases, Company may use subcontractors to provide Professional Learning services for core curriculum implementations.

7. **NO UNAUTHORIZED RECORDING OR REPRODUCTION.** All content delivered by Company as part of Instructional or Professional Development/Professional Learning Services are the property of Company, and customer may not record, reproduce or copy such content without Company's express written authorization.

12. Assumptions

In this tab, offerors shall list any assumptions made when responding to this RFP.

Imagine Learning makes no assumptions concerning the information in this RFP.

13. Appendices

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

Imagine Learning's referenced and supplemental documents are provided in this section as follows:

- **Appendix A:** Coalfire Certificate
- **Appendix B:** Product Logic Models
- **Appendix C:** Project Team Member Resumes

Appendix A

CERTIFICATE OF REGISTRATION

Information Security Management System – ISO/IEC 27001:2013

Coalfire Certification, Inc. certifies that the following organization operates an Information Security Management System (ISMS) that conforms to the requirements of ISO/IEC 27001:2013 per the scope and boundaries statement detailed below:

COMPANY:	Imagine Learning LLC	ADDRESS:	8860 East Chaparral Road Scottsdale, AZ 85250 United States

Scope:

The certificate scope comprises the Information Security Management System (ISMS) supporting the operations underlying the following Imagine Learning product offerings:

- Imagine Edgenuity
- Imagine Español
- Imagine Galileo
- Imagine Language & Literacy
- Imagine EdgeEX
- Imagine Learning EL Education
- Imagine Learning Guidebooks
- Imagine Learning Illustrative Mathematics
- Imagine Learning Odell Education
- Imagine Lectura
- Imagine Math
- Imagine Math Facts
- Imagine MyPath
- Imagine Odysseyware
- Imagine Pathblazer
- Imagine Purpose
- Imagine Reading
- Imagine Robotify
- Imagine Science Corner
- Traverse
- Twig Science

The organizational scope includes the personnel and teams affecting the ISMS from the following roles and departments: Governance, Risk, & Compliance (GRC); Technology Operations; Product & Enterprise Operations (P&EO); Enterprise IT & Business Information Services (BIS); Procurement & Vendor Management; and Facilities Management.

STATEMENT OF APPLICABILITY:

VERSION: 2.6

DATE: February 12, 2024

ON BEHALF OF COALFIRE CERTIFICATION, INC.

Original Registration Date:
May 28, 2020

Certificate Issuance Date:
April 29, 2024

Expiration Date:
May 28, 2026

David Forman, VP of Global Assurance

COALFIRE
ISO 27001 CERTIFIED CERT

ANAB
ANSI National Accreditation Board
ACCREDITED
ISO/IEC 17021-1
MANAGEMENT SYSTEMS
CERTIFICATION BODY

Address:	Key Processes and Activities:
Central Office 8860 East Chaparral Road Scottsdale, AZ 85250 United States	• Operational control and authority for the management system • Policy and procedure reviews • Cloud engineering services • Business operations • Application security • Site reliability engineering • Background checks • Contract administration and negotiation • Facilities and property management

Appendix B

imagine language & literacy®

Imagine Language & Literacy® Logic Model

The Imagine Language & Literacy curriculum is based on current research principles, confirmed instructional practices, and trusted educational philosophies that have been proven to facilitate literacy and language development. This logic model displays the interrelationship between the program features, implementation activities, and desired student and teacher outcomes.

Inputs

IMAGINE LANGUAGE & LITERACY

- Research-based, standards-aligned curriculum
- Targeted individualized/adaptive instruction
- Strategic first-language support in 15 languages for English learners
- Integrated motivational tools and performance-based rewards
- Integrated ongoing assessments, benchmark tests, and tri-annual, third-party measures (Reading Level Assessments) to inform instruction
- Comprehensive, customized reports for whole class or individual students
- Action Areas Tool to identify gaps, group students with common needs
- Training and support from Imagine Learning

DISTRICT

- Equipment necessary for using Imagine Learning (devices and headphones)
- Access to Imagine Language & Literacy instruction content via individual or site licenses
- School and district infrastructure to support technology use
- Teacher buy-in and readiness to adopt technology
- School implementation plan
- School or district learning goals

Activities

STUDENT ACTIVITIES

- Spend at least 15 minutes per session for 2 or more sessions a week (PreK-K)
- Spend at least 20 minutes per session for 2 or more sessions per week (Grades 1 & 2)
- Spend at least 25-30 minutes per session for 2 or more sessions per week (Grades 3+)
- Engage with offline worksheets and other printed materials

TEACHER ACTIVITIES

- Teachers implement blended learning model(s): whole-class instruction, computer labs, in-class rotations, or intervention
- Use actionable data to monitor student progress and plan for differentiated or targeted instruction
- Teachers access Imagine Learning support and services as needed (Tech Support, Teacher Care, Customer Service)

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Outputs

STUDENT USAGE

- Number of total students using or enrolled in Imagine Language & Literacy
- Number of active students using Imagine Language & Literacy
- Average student usage
- Percent of goal

STUDENT PROGRESS LESSONS

- Current lesson in progress
- Most recent lesson passed
- Number of lessons passed
- Number of lessons completed or attempted
- Time spent on lessons

STUDENT PROGRESS

- Number of assessments completed
- Student scaled scores

Outcomes

SHORT-TERM OUTCOMES

- Students exhibit increased engagement as measured by usage and progress in Imagine Language & Literacy
- Students increase in language and literacy proficiency as evidenced by their performance on the Imagine Language & Literacy benchmark assessment

LONG-TERM OUTCOMES

- Students increase in literacy achievement on nationally normed or standardized assessments
- Students increase academic achievement in other subject areas as demonstrated in local/classroom assessments and/or portfolios
- Students' self-confidence for language and literacy increases, as indicated in student survey
- Teacher feel prepared to implement Imagine Language & Literacy in their classrooms
- Teachers acquire understanding of students' language and literacy skill

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imagine math®

Imagine Math® Logic Model

Imagine Math has a well-specified theory of action that explains how the intervention is likely to improve learning outcomes. The logic model describes **Imagine Math's** inputs, activities, and desired outcomes. The model outlines the resources (e.g., devices, teacher buy-in) needed to effectively implement this solution (e.g., 2–3 lessons per week, offline resources) to produce outputs that lead to short-term (e.g., increased engagement, growth on Benchmark Tests) and long-term outcomes (e.g., increased mathematics proficiency on state standardized tests, self-confidence).

Program Inputs

IMAGINE MATH

- Research-based, standards-aligned supplemental program to provide meaningfvul practice and promotes mastery of grade-level content
- Scaffolded support and informative feedback to make learning accessible for all students
- Embedded motivation system to engage learners and encourages perseverance
- Diagnostic Benchmark Tests for placement and ongoing formative assessments for progress monitoring
- Actionable reports that drive instruction for a whole class or individual students
- Flexible model for delivery
- Professional development, training, and support

DISTRICT

- Access to Imagine Math instructional content via site license
- Technology: networked computers or mobile devices, headsets, and supporting hardware and software
- School and district infrastructure to support technology use
- Teacher buy-in and readiness to adopt technology
- School implementation plan
- School or district learning goals

Classroom Activities

STUDENT ACTIVITIES

- Spend at least 45 minutes (or 2–3 lessons) per week (PreK–Grade 2)*
- Spend 60–90 minutes (or 2–3 lessons) per week (Grade 3–High School)†
- Pass 30 lessons before the end of the school year
- Engage in offline resources
  - Printable worksheets*
  - Printable worksheets; Application Tasks; Journaling Pages†

TEACHER ACTIVITIES

- Implement blended learning model(s): whole-class instruction, computer lab, in-class rotation, intervention, extended learning (at-home, after school, summer school, etc.)
- Use actionable data to monitor student progress and plan for differentiated instruction

Outputs

Tracked in Imagine Math data reports:

IMPLEMENTATION METRICS
- Number of districts, schools, students, and teachers

PROGRESS METRICS
- Number of lessons completed
- Number of problems completed
- Percent of tokens earned*
- Number of Math Helps† used
- Number of Live Help Sessions† used

STUDENT USAGE
- Number of total students using or enrolled
- Number of active students using Imagine Math at school and/or at home
- Average student usage, percentage of goal

STUDENT PROGRESS LESSONS
- Average weekly math time
- Number of lessons completed
- Number of lessons passed

STUDENT PROGRESS ASSESSMENTS
- Number of assessments completed
- Quantile® measure
- Student performance level, percentile rank, and instructional grade level

Outcomes

SHORT-TERM OUTCOMES
- Students exhibit increased engagement as measured by usage of and progress through Imagine Math
- Students increase mathematics proficiency as evidenced by their performance on Imagine Math assessments

LONG-TERM OUTCOMES
- Students increase mathematics proficiency on nationally normed or standardized assessments
- Students increase academic achievement in other subject areas
- Students develop motivation, self-efficacy, and self-confidence to learn mathematics
- Teacher Outcomes:
- Teachers feel prepared to implement Imagine Math in their classrooms
- Teachers build understanding of students' mathematical thinking

* Specific to the PreK–Grade 2 grade learning environment.
† Specific to the Grade 3–High School learning environment.

Appendix C