

# COUNTY OF HENRICO DEPARTMENT OF FINANCE PURCHASING DIVISION CONTRACT EXTRACT NOTICE OF RENEWAL

| DATE:                                       | June 30, 2023  |  |
|---|--|--|
|   | ,  |  |
| CONTRACT COMMODITY/SERVICE:                 | English Language Arts (PK-12) Digital Curriculum for |  |
| (include contracting entity if cooperative) | Tier 1 Division Level Resources                      |  |
| CONTRACT NUMBER:                            | 2316D  |  |
|   | 23100  |  |
| COMMODITY CODE:                             | 924.16   |  |
|   |  |  |
| CONTRACT PERIOD:                            | July 1, 2023 through June 30, 2024                   |  |
| RENEWAL OPTIONS:                            | Three (3) one-year renewal options through 2027      |  |
| USER DEPARTMENT:                            | Schools  |  |
| Contact Name:                               | Kennedy Venaglia                                     |  |
| Phone Number:                               | 804-642-3640   |  |
| Email Address:                              | Kwvenaglia @henrico.k12.va.us                        |  |
| HENRICO COOPERATIVE TERMS INCLUDED:         | Yes  |  |
| SUPPLIER: Name:                             | Pioneer Valley Educational Press, Inc.               |  |
| Address:                                    | 155A Industrial Drive                                |  |
| City, State:                                | Northampton, MA 01060                                |  |
| Contact Name:                               | Lauri Yanis  |  |
| Phone Number: Email address:                | 888-482-3906   |  |
| ORACLE SUPPLIER NUMBER:                     | vendor@Pioneervalleybooks.com<br>20699               |  |
| ONACLE GOLL EIEN NOMBEN.                    | 20033  |  |
| BUSINESS CATEGORY:                          | Non-Swam   |  |
| PAYMENT TERMS:                              | Net 45   |  |
|   |  |  |
| DELIVERY:                                   | As needed and requested                              |  |
| FOB:  | Destination  |  |
| BUYER: Name:                                | Eileen M. Falcone CPPB                               |  |
| Title:                                      | Assistant Division Director                          |  |
| Phone:                                      | 804-501-5637   |  |
| Email:                                      | Fal51@henrico.us                                     |  |

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. 2316D

This Non-Professional Contract (this "Contract") entered into this 27 day of 3 day of 3 day of 3 day of 4 day of 5 day of 6 day o

WHEREAS HCPS has awarded the Contractor this Contract pursuant to Request for Proposals No. 22-2316-1EMF, as modified by Addenda 1, dated March 15, 2022 (the "Request for Proposals"), for English Language Arts (PK-12) Digital Curriculum for Tier I Division Level Resources. This contract shall supersede contract 1737A.

**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 the HCPS as set forth in the Contract Documents.

**COMPENSATION:** The compensation HCPS will pay to the Contractor under this Contract shall be in accordance with Exhibit B. Prices shall not exceed 3% above the previous year's prices.

**CONTRACT TERM:** The Contract term shall be for a period of one year beginning upon execution of this contract and ending June 30, 2023. HCPS may renew the Contract for up to four (4) 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 HCPS and Contractor.
- 2. Virginia Data Security Agreement (Exhibit A);
- 3. The General Contract Terms and Conditions included in the Request for Proposals:
- 4. Contractor's Best and Final Offer dated May 31, 2022(Exhibit B)
- 5. Contractor's Original Proposal dated April 6, 2022 (Exhibit C); and
- 6. The Scope of Services included in the Request for Proposals.

Rachel Hart Jewell
Assistant County Attorney
8/4/22

Approved as to form:

Date

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

| Pioneer Valley Educational Press, Inc. | County School Board of Henrico County, |
|--|--|
|  | Virginia                               |
| 155A Industrial Drive                  | 406 Dabbs House Road                   |
| Northampton, MA 01060                  | Henrico, VA 23223                      |
| lauri Ganis                            | Osen Toos                              |
| Signature                              | Signature                              |
| Lauri Yanis, Senior Vice President     | Oscar Knott, CPP, CPPO, VCO            |
| Printed Name and Title                 | Purchasing Director                    |
| 8/15/22                                |  |
|  | 8/29/22                                |
| Date                                   | Data                                   |

#### **EXHIBIT A**

#### VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

| This Virginia School Data Privacy Agreement ("DPA               | A") is entered into by and between the      |
|---|---|
| County School Board of Henrico County, Virginia                 | (hereinafter referred to as "Division") and |
| Pioneer Valley Educational Press, Inc. dba Pioneer Valley Books | (hereinafter referred to as "Provider") on  |
| 08/11/22 The Parties agree to the terms as st                   | tated 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, 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. <u>Nature of Services Provided</u>. The Provider has agreed to provide the following digital educational services described below and as may be further outlined in <u>Exhibit "A"</u> hereto:

| Please see description in Exhibit "A"  |
|--|
|  |
|  |
| 3. <u>Division Data to Be Provided</u> . In order to perform the Services described in this Article and      |
| Exhibit "A", Provider shall list the categories of data collected, managed or shared as described            |
| below or as indicated in the Schedule of Data, attached hereto as Exhibit "B":                               |
| Please see attached Data Privacy and Security Plan 2022-2023   |
| *Pioneer Valley Books Data Security and Privacy Plan only applies to the extend that it satisfies the minimu |
| requirements of, and is not in conflict with, the Virginia School Data Privacy Agreement.                    |
| KG 8/24/22   |

4. <u>DPA Definitions</u>. 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. <u>Separate Account</u>. 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. <u>Third Party Request</u>. Provider shall notify the Division in advance of a compelled disclosure to a Third Party, unless legally prohibited.

5. <u>Subprocessors</u>. 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. <u>Unauthorized Access Notification</u>. 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) <u>Privacy Compliance</u>. 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 v. 1.0

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 deidentified 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.
- 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.

#### ARTICLE V: DATA PROVISIONS

- 1. <u>Data Security</u>. 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. <u>Unauthorized Access or Data Breach</u>. 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

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

#### ARTICLE VI: GENERAL OFFER OF PRIVACY TERMS

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

# VIRGINIA SCHOOL DATA PRIVACY AGREEMENT ARTICLE VII: MISCELLANEOUS

- A. <u>Term</u>. The Provider shall be bound by this DPA for so long as the Provider maintains or possesses any Division Data.
- B. <u>Termination</u>. 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. <u>Data Transfer Upon Termination or Expiration</u>. 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. <u>Effect of Termination Survival</u>. 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. <u>Priority of Agreements</u>. 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. <u>Amendments</u>: 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. <u>Authority</u>. Provider represents that it is authorized to bind to the terms of this Agreement, including Virginia School Data Privacy Agreement v. 1.0
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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. <u>Waiver</u>. 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. <u>Successors Bound:</u> 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. <u>Electronic Signature:</u> 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. <u>Notice</u>. 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:

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 |
|          | 804-328-5200               |
| Phone:   |                            |

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

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

Name: Kristen Gernux

Title: Supervisor of Customer Account Administration

Address: 155A Industrial Drive Northampton, MA 01060

eMail: vendor@pioneervalleybooks.com

Phone: 888.482.3906

[Signature Page Follows]

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

Chief Financial Officer

APPROVED AS TO FORM

TTORNEY

ACCIETANT COUNTY ATTORNE

#### 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]

| Pioneer Valley Books will provide access to the Literacy Footprints Digital Reader. Service           |
|---|
| includes a library of digital books, student access in school or remotely, teacher tools for progress |
| monitoring, and teacher assignment tools. Access is granted for the 2022-2023 academic year.          |
| Subscriptions are annual and do not automatically renew.  |
|   |

#### EXHIBIT "B"

#### SCHEDULE OF DATA

| Category of<br>Data                    | Elements  | Check if used<br>by your<br>system |  |
|--|---|------------------------------------|--|
| Application                            | IP Addresses<br>of users, Use<br>of cookies etc.                              |                                    |  |
| Application<br>Technology<br>Meta Data | Other<br>application<br>technology<br>meta data-<br>Please specify:           |                                    |  |
| Application<br>Use Statistics          | Meta data on<br>user<br>interaction<br>with<br>application                    |                                    |  |
| Assessment                             | Standardized test scores  |                                    |  |
|  | Observation data  |                                    |  |
|  | Other<br>assessment<br>data-Please<br>specify:                                |                                    |  |
| Attendance                             | Student school<br>(daily)<br>attendance<br>data                               |                                    |  |
|  | Student class<br>attendance<br>data   |                                    |  |
| Communications                         | Online<br>communications<br>that are<br>captured<br>(emails, blog<br>entries) |                                    |  |

| Conduct                | Conduct or<br>behavioral<br>data |         |
|------------------------|----------------------------------|---------|
|                        | Date of Birth                    |         |
|                        | Place of Birth                   |         |
|                        | Gender                           |         |
|                        | Ethnicity or                     |         |
|                        | race                             |         |
|                        | Language                         |         |
|                        | information                      |         |
|                        | (native,                         |         |
| Demographics           | preferred or                     |         |
|                        | primary                          | <u></u> |
|                        | language                         |         |
|                        | spoken by                        |         |
|                        | student)                         |         |
|                        | Other                            |         |
|                        | demographic                      |         |
|                        | information-                     | Ш       |
|                        | Please specify:                  |         |
|                        | Student school                   |         |
|                        | enrollment                       | ш       |
|                        | Student grade                    |         |
| 14                     | level                            |         |
|                        | Homeroom                         |         |
|                        | Guidance                         |         |
|                        | counselor                        | Ц       |
| r                      | Specific                         |         |
| Enrollment             | curriculum                       |         |
|                        | programs                         |         |
|                        | Year of                          |         |
| É                      | graduation                       |         |
|                        | Other                            |         |
|                        | enrollment                       | _       |
|                        | information-                     |         |
|                        | Please specify:                  |         |
|                        |                                  |         |
| Parent/Guardian        | Address                          |         |
|                        |                                  | П       |
| Contact                | Email                            |         |
| Contact<br>Information | Phone                            |         |

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

|                                  | number   |  |
|----------------------------------|--|--|
|                                  | State ID   | П  |
|                                  | number   |  |
|                                  | Provider/App   |  |
|                                  | assigned<br>student ID   |  |
|                                  | number   | -  |
|                                  | Student app  |  |
|                                  | username   |  |
|                                  | Student app  | II SANTONIA II |
|                                  | passwords  |  |
|                                  |  |  |
| 5. I . N                         | Pirst and/or   |  |
| Student Name                     | Last   | U  |
|                                  |  |  |
| Student In<br>App<br>Performance | Program/application performance (typing program-student types 60 wpm. reading program-student reads below grade level) | . 🗆  |
| Student<br>Program<br>Membership | Academic or<br>extracurricular<br>activities a<br>student may<br>belong to or<br>participate in                        |  |
| Student<br>Survey<br>Responses   | Student<br>responses to<br>surveys or<br>questionnaires  |  |
| Student work                     | Student generated content: writing, pictures etc. Other student  |  |

| work data -<br>Please specify:                   |   |   | 04  |   |  |
|--|---|---|---|---|--|
|  |   | 1   | Other transportation  | _   |  |
| Student course grades                            |   |   | data -Please<br>specify:  | Ц   |  |
| Student course data                              |   | Othor   | Please list   |   |  |
| Student course<br>grades/perfor-<br>mance scores |   |   | each additional data element used,  | П   |  |
| Other<br>transcript data<br>-Please<br>specify:  |   | stored or<br>collected by<br>your<br>application  |   |   |  |
| Student bus assignment                           |   |   |   |   |  |
| Student pick<br>up and/or drop<br>off location   |   | No Student Data Collected at this time *Provider shall immediately notify LEA if this designation is no longer applicable.  |   |   |  |
| Student bus<br>card ID<br>number                 |   |   |   |   |  |
|  | Student course grades/performance scores Other transcript data -Please specify: Student bus assignment Student pick up and/or drop off location Student bus card ID | Student course grades/performance scores  Other transcript data -Please specify:  Student bus assignment Student pick up and/or drop off location Student bus card ID | Student course grades/performance scores  Other transcript data -Please specify:  Student bus assignment Student pick up and/or drop off location Student bus card ID | Student course grades/performance scores  Other transcript data -Please specify:  Student bus assignment  Student pick up and/or drop off location  Student bus card ID |  |

OTHER: Use this box, if more space needed.

#### **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

- 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

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

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

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

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

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

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

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

#### 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   |              |
|--|--------------|
| <ul> <li>Disposition is Complete. Disposition extends to all categories of data.</li> <li>Disposition is partial. The categories of data to be disposed of are set forth below or an attachment to this Directive:</li> <li>[Insert categories of data]</li> </ul> | are found in |
| 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 follow follows:   | ing site as  |
| [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:  | <u>≕</u>     |
| Printed Name: Title/Position:  |              |

#### 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:   | Date:   |
|---|---|
| Printed Name: Kristen Gernux  | Title/Position: Supervisor of Customer Account Administration                     |
| 2. Subscribing Division A Subscribing Division, by signing a separate Service below, accepts the General Offer of Privacy Terms information is contained on the next page. The Subbe bound by the same terms of this DPA. | s. The Subscribing Division's individual  |
| BY:   | Date:   |
| Printed Name:   | Title/Position  |
| TO ACCEPT THE GENERAL OFFER THE SI<br>THIS SIGNED EXHIBIT TO THE PERSON A   | 하는 것도 가는 사람이 하는 가는 것으로 가는 것을 만든 것을 했다. 그 사람이 되었으면 하는 것으로 하는 것으로 있는 것으로 있는 것으로 있다. |
| BY:   | Date:   |
| Printed Name:   | Title/Position:   |
| Email Address   |   |

# 166\_County School Board of Henrico County, Virginia

Final Audit Report

2022-08-12

Created:

2022-08-12

Ву:

Alison Garcia (alisong@pvep.com)

Status:

Signed

Transaction ID:

CBJCHBCAABAAwixl8gZNzO64lqDUvR46HBWRE7sts1Ba

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- Oo Document e-signed by Kristen Gernux (kristeng@pvep.com)
  Signature Date: 2022-08-12 1:01:37 PM GMT Time Source: server
- Agreement completed. 2022-08-12 - 1:01:37 PM GMT

Signature: Kissan Jung

Email: kristeng@pvep.com

# 166\_County School Board of Henrico County Virginia

Final Audit Report

2022-08-24

Created:

2022-08-24

By:

Alison Garcia (alisong@pvep.com)

Status:

Transaction ID:

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- Document e-signed by Kristen Gernux (kristeng@pvep.com) Signature Date: 2022-08-24 - 5:34:33 PM GMT - Time Source: server
- Agreement completed. 2022-08-24 - 5:34:33 PM GMT



#### COMMONWEALTH OF VIRGINIA

## **County of Henrico**

**EXHIBIT B** 

May 31, 2022

Ms. Lauri Yanis Pioneer Valley Educational Press, Inc 155A Industrial Drive Northampton, MA 01060

Lauri@pvep.com

RE: RFP 22-2316-1EMF – English Language Arts (PK-12) Digital Curriculum for Tier 1 Division Level Resources

Dear Ms. Yanis:

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

To begin this process, please submit the following items:

- 1. Answers to the attached questions.
- 2. Pricing Per attachment G and H marked BAFO. Also provide a separate listing of all prices being offered in the proposal.

Please provide the above items by 4:00 p.m. on June 3, 2022. A response via email attachment is sufficient.

If you have any questions, please contact me at 804-501-5637 or fal51@henrico.us.

Sincerely,

Eileen M. Falcone Assistant Division Director

#### RFP 22-2316-1EMF English Language Arts (PK-12) Digital Curriculum for Tier I Division Level

**Offeror: Pioneer Valley Books** 

#### May 31, 2022

1. Provide detailed pricing for Professional Learning/Development that is provided without additional cost. Include the number of hours being offered, the number participants and if it is on-site or virtual.

#### Pioneer Valley Book Response:

Hours: Two half-day (3-hour) sessionsNumber of Participants: Unlimited

Onsite or Virtual: Virtual

- 2. Provided detailed pricing for Professional Learning/Development that would be an additional cost and if this would be required in order to ensure quality implementation.

  \*(if required this must be added on Attachment G, Pricing Scenario)
  - a. Provide the hourly rate and how many participants can attend.
  - b. Would this be on-site or virtual?

Pioneer Valley Book Response: N/A

- 3. Submit pricing. The price shall include all costs associated with providing the services and materials outlined in Sec. II of this RFP. Price shall be evaluated by pricing on Attachment G.
  - a. Provide all costs as it relates to the proposed solution for the Scenario on BAFO
     Pricing Attachment G and the breakdown of pricing on BAFO Pricing
     Attachment H. List all categories separately, itemized for evaluation such as license per student, teacher, classroom and site, material cost, training of County staff, projected man-hours, and hourly rates.

#### Pioneer Valley Book Response:

- \$5 per/student license, \$10 per/teacher license
- Licenses for 22,817 students @ \$5/license = \$114,085
- Licenses for 1,740 teachers @ \$10/license = \$17,400
- Total cost of combined student and teacher licenses = \$131,485
- Professional Learning Training Services @ \$1,750 per half-day session, offered at 100% discount
- Total cost of proposal = \$131,485

#### **BAFO PRICING**

#### **Attachment G**

#### **Pricing Scenario**

Provide pricing for the scenario below based off pricing being offered on Attachment H. Offerors must provide pricing and the methodology of how the price was calculated.

| Name of Offeror: Pioneer Valley Educational Press, Inc. dba Pioneer Valley Books  Grades Submitting for: PK-5   | Name Of Program: Literacy Footprints Digital Reader   |  |
|---|---|--|
| Scenario  |   |  |
| Provide pricing for an annual subscription for district licenses as listed below:   | Price   | Methodology on how price was calculated  |
| 46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640 | \$Pk-5 Student<br>Licenses<br>Total \$114,085<br>Pk-5 Teacher<br>Licenses<br>Total \$17,400 | Student Licenses \$10/per user provided at a 50% discount.  Teacher Licenses \$20/per user provided at a 50% discount. |
| 12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952   | \$ N/A  |  |
| 10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714                                    | N/A   |  |
| Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.   | \$ Complimentary  | Two half-day training sessions @ \$1,750 each provided at 100% discount.   |
| Grand Total   | \$131,485   |  |
| Price per student based on the "Grand total" divided by the number of students the proposal is being submitted for                                      | \$5/per student   |  |

#### **BAFO PRICING**

### **Attachment H**

## **Pricing Options**

| Provide pricing as it relates to the proposed solution  | Price             |
|---|-------------------|
| Price per Student   | \$ 5 per/student  |
| Price per Teacher   | \$ 10 per/teacher |
| Price per Classroom   | \$ N/A            |
| Price per Site  | \$N/A             |
| Price for District License PreK-5   | \$N/A             |
| Price for District License PreK-8   | \$ N/A            |
| Price for District License PreK-12  | \$ N/A            |
| Price for District License 6-8  | \$ N/A            |
| Price for District License 6-12   | \$ N/A            |
| Price for District License 9-12   | \$N/A             |
| 1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 <u>+</u> ) | \$Complimentary   |
| 1 day of Professional Development - price per teacher   | \$ N/A            |
| 1 day of Professional Development for Elementary or<br>Secondary School Staff- approximately 35 - 100   | \$N/A             |

#### **EXHIBIT C**

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# **Tab 1**Introduction and Signed Forms



### RESOURCES FOR LITERACY

County of Henrico RFP No. 22-2316-3EMF English Language Arts (PK-12) Digital Curriculum for Tier I Division Level Resources for Henrico County Public Schools

Pioneer Valley Books is delighted to propose Literacy Footprints Digital Reader as the ideal solution for Henrico County school Tier I instruction for all areas of reading and writing for PreK-5 students.

Sincerely,

Lauri Yanis, Senior Viee President

# 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. 22-2316-3EMF English Language Arts PK-12 Digital Curriculum for Tier 1 Division Level Resources

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

| LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME): |
|---|
| Pioneer Valley Educational Press, Inc.                |
| ADDRESS:  |
| 155A Industrial Drive                                 |
| Northampton, MA 01060                                 |
| FEDERAL ID NO: 043414244                              |
| SIGNATURE: Cauri Ganis                                |
| NAME OF PERSON SIGNING (PRINT): Lauri Yanis           |
| TITLE: Senior Vice President                          |
| TELEPHONE: 888.482.3906                               |
| FAX: 413.727.8211                                     |
| EMAIL ADDRESS: vendor@pioneervalleybooks.com          |
| DATE: 4/6/2022  |
|   |

# ATTACHMENT B BUSINESS CATEGORY CLASSIFICATION FORM

| Company Legal Name: Pioneer Valley Educational Press, Inc.   |   |
|--|---|
| This form completed by: Signature:   | Title: Supervisor of Customer Account Administration  |
| Date:4/1/2022  |   |
| PLEASE SPECIFY YOUR <u>BUSINESS CATEGORY</u> BY CHECKING TBELOW.   | THE APPROPRIATE BOX(ES)   |
| (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, <a href="http://eva.virginia.gov">http://eva.virginia.gov</a> .  eVA Registered?  Yes  No |
| If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certified by the Virginia Minority Business (DMBE), provide DMBE certified by the Virginia Minority Business (DMBE), provide DMBE certified by the Virginia Minority Business (DMBE), provide DMBE certified by the Virginia Minority Business (DMBE), provide DMBE certified by the Virginia Minority Business (DMBE), provide DMBE certified by the Virginia Minority Business (DMBE), provide DMBE certified by the Virginia Minority Business (DMBE), provide DMBE certified by the Virginia Minority Business (DMBE), provide DMBE certified by the Virginia Minority Business (DMBE), provide DMBE certified by the Virginia Minority Business (DMBE), provide DMBE certified by the Virginia Minority Business (DMBE), provide DMBE certified by the Virginia Minority Business (DMBE), provide DMBE certified by the Virginia Minority Business (DMBE), provide DMBE certified by the Virginia Minority Business (DMBE), provide DMBE certified by the Virginia Minority Business (DMBE), provide DMBE certified by the Virginia Minority Business (DMBE), provide Business (D | ification number and expiration date.   |

#### **DEFINITIONS**

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

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

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

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

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

- 1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
- 2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
- 3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
- 4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

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

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

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

## **ATTACHMENT C**

# Virginia State Corporation Commission (SCC) Registration Information

## The Offeror:

| x is a corporation or other business entity with the following SCC identification number:  RI80202-3  OR-   |
|---|
| is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust <b>-OR-</b>   |
| 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 requir 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) <b>-OR-</b> |
| 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 ir 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: Pioneer Valley Educational Press, Inc.

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

| SECTION/TITLE | PAGE<br>NUMBER(S) | REASON(S) FOR WITHHOLDING FROM DISCLOSURE |
|---------------|-------------------|---|
| N/A           |                   |   |
|               |                   |   |
|               |                   |   |
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|               |                   |   |
|               |                   |   |
|               |                   |   |

### ATTACHMENT F DIRECT CONTACT WITH STUDENTS

| Name of Bidder: | Pioneer \ | Valley | Educat | ional F | Press, | nc. |
|-----------------|-----------|--------|--------|---------|--------|-----|
|                 |           |        |        |         |        |     |

Pursuant to Va. Code § 22.1-296.1, 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 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.

#### As part of this submission, I certify the following:

None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a violent felony set forth in the definition of "barrier crime" in Va. Code § 19.2-392.02(A); an offense involving the sexual molestation, physical or sexual abuse, or rape of a child;

#### 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. (In the case of a felony conviction meeting these criteria, the contractor must submit evidence that the Governor has restored the individual's civil rights.).

Signature of Authorized Representative

Kristen Gernux

Printed Name of Authorized Representative

Pioneer Valley Educational Press, Inc.

Printed Name of Vendor (if different than Representative)



#### Addendum No. 1

**Date:** March 15, 2022

Request for Proposal: #22-2316-3EMF English Language Arts (PK-12) Digital Curriculum

for Tier I Division Level Resources

Receipt Date/Time: April 6, 2022; 2:00 p.m.

**Subject:** Date of Request for Proposal

Ladies/Gentlemen,

Please make the following corrections, deletions and/or additions to the above referenced RFP:

Top of page 1 of Request for Proposal reads "February 11, 2022"

Change to read: "March 11, 2022"

All other specifications and General Terms and Conditions shall remain the same.

Offerors must take due notice and be governed accordingly. Acknowledgement of the receipt of this addendum shall be made in your proposal. Failure to acknowledge this addendum may result in your proposal being declared non-responsive.

Sincerely,

Signature:

Print Name:

Eileen M. Falcone, CPPB Assistant Division Director Fal51@henrico.us

**ACKNOWLEDGEMENT:** 

·

Company: Pioneer Valley Books

Date: 4.1.2022

Kristen Gernux

## Tab 2 Statement of the Scope

#### Tab 2: Statement of the Scope

Pioneer Valley Books is delighted to propose the **Literacy Footprints Digital Reader** as the ideal solution for Henrico County Public Schools Tier I instruction for all areas of reading and writing for PreK–5 students.

The Digital Reader provides a range of materials and support to meet the needs of all students. The platform is designed for whole-group, small group, and independent reading to maximize student achievement. Over 1,000 engaging books are accessible for students and teachers, accompanied by book introduction videos and interactive word study activities that can be retrieved by students independently. Student-accessible resources provide an excellent opportunity for readers to engage with each book at a deeper level on their own, from watching a book introduction for a strong connection to the material to using the interactive word study tools to gain better understanding of the word study development for the book/level.

The Digital Reader provides student readers with access to a collection of books featuring a variety of genres, including science fiction, fiction, traditional tales, myths, and nonfiction with carefully designed text features. Character books and informational text provide a range of diverse representation in images, content, and themes. Students can access the titles in their digital library independently, while the teacher is able to record the number of times and amount of time spent in reading. Each student's digital library can be individualized by the teacher to include books at the best level(s) to help to ensure successful independent reading.

Each title has an easy-to-follow digital lesson plan for teachers to use in the delivery of group instruction. These lessons provide instructional content that is simple and systematic. The lesson framework is based on Jan Richardson's *The Next Step Forward in Guided Reading* and includes a plan for introducing the book, a comprehension strategy model designed to foster critical thinking skills, a phonics/word study activity, and a guided writing activity. Lessons also include adaptation suggestions for differentiation.

The Digital Reader includes a comprehensive progress monitoring tool, allowing teachers and administrators to evaluate student usage. Additionally, teachers have access to the Literacy Footprints Assessment Kit within the framework of their license. Assessment information can be recorded easily within the Digital Reader, and teachers can monitor student progress, while administrators are able to access reports across classrooms, schools, and the district.

The Digital Reader complies with the Information Technology Accessibility Act and is accessible for students with disabilities. Additionally, all titles included on the Digital Reader can be accessed through the NIMAS/NIMAC portal.

The Digital Reader meets the network specifications outlined in the Scope of Services, including compatible browser support, appropriate district-controlled accounts, integration via Clever or

Classlink, and a strong and reliable network. Details regarding the network specifications of both the platform and our company can be found in Tabs 5 and 6.

Pioneer Valley Books proposes that Henrico continues their district-wide licensure of students and teachers for PreK–5. We have been providing this service since the spring of 2020, and we are confident that the platform will continue to be the ideal solution for your students, your teachers, and the district.

# Tab 3 Offeror Qualifications, Experience, Resumes, and Financial Capacity

## Tab 3: Offeror Qualifications, Experience, Resumes, and Financial Capacity

- a. Pioneer Valley Educational Press, Inc. DBA Pioneer Valley Books (PVB) is a publisher of educational materials and resources aimed at the PreK–6 audience. PVB was incorporated on February 18, 1998 in Amherst, Massachusetts, with a mission to provide excellent materials for literacy instruction and has done so consistently for more than two decades. Our staff includes literacy experts and authors, as well as former educators, software developers, experienced editors, designers, and content development professionals.
- b. Pioneer Valley Books has been providing Henrico the Digital Reader service since the spring of 2020, and we are confident that the platform will continue to be the ideal solution for your students, your teachers, and the district. Pioneer Valley Books proposes that Henrico continues their district-wide licensure of students and teachers for PreK–5.
- c. Please see Pioneer Valley Books Income Statement and Balance Sheet:
  - Tab 3, Section C\_Financial Stability
- d. Pioneer Valley Books is dedicated to the reading health of students engaged with our products. All materials are reviewed by literacy experts in the development stage to assess their adherence to state standards. The Digital Reader meets and exceeds the Virginia SOLs. This resource aligns with the standards including, but not limited to, opportunities for differentiated instruction and providing culturally relevant materials.
- e. Pioneer Valley Educational Press, Inc. DBA Pioneer Valley Books (PVB) is a publisher of educational materials and resources aimed at the PreK–6 audience. PVB was founded in 1998 with a mission to provide excellent materials for literacy instruction and has done so consistently for more than two decades. Our staff includes literacy experts and authors, as well as former educators, software developers, experienced editors, designers, and content development professionals. Our PreK–6 materials are reviewed in classrooms throughout the country for effectiveness and student and teacher satisfaction.
- f. Please see McREL Tier II ESSA Evaluation:
  - Tab 3, Section F McREL Tech Evaluation
- g. The Digital Reader is currently hosting accounts for 2,100 district-wide accounts and 6,000 individual school accounts, encompassing approximately 525,000 student licenses and 70,000 teacher licenses.
- h. The Professional Learning proposal outlined in Tab 8 includes two trainers available to Henrico. Those trainers are our Senior Manager of Literacy Education, Karen Cangemi, and a Literacy Specialist, Allison Jurado.
- Please see attached resumes.

#### **Pioneer Valley Books**

Parent Company : Pioneer Valley Books

#### **Income Statement**

#### From Jan 2020 to Adjust 2020

| Financial Row   | Amount           |
|---|------------------|
| Ordinary Income/Expense                               |                  |
| Income  |                  |
| 41100 - Income from Sales                             |                  |
| 41110 - Income PVB Items                              | \$38,354,761.25  |
| 41120 - Income Non-PVB Items                          | \$114,788.63     |
| 41125 - R4R Resources for Reading                     | \$438,999.83     |
| 41150 - Consulting Services                           | \$94,770.00      |
| 41160 - Promotional Discounts                         | (\$6,373,750.64) |
| Total - 41100 - Income from Sales                     | \$32,629,569.07  |
| 41200 - Shipping Income                               | \$581,993.60     |
| Total - Income  | \$33,211,562.67  |
| Cost Of Sales   |                  |
| 51000 - Cost of Goods Sold                            |                  |
| 51010 - PVB COGS                                      | \$3,995,029.92   |
| 51020 - Non PVB COGS                                  | \$62,800.77      |
| 51025 - R4R COGS                                      | \$151,423.72     |
| Total - 51000 - Cost of Goods Sold                    | \$4,209,254.41   |
| 52000 - Direct Payroll Expense                        |                  |
| 52010 - Direct Wage Payroll                           | \$573,646.86     |
| 52012 - Direct Payroll Expense - Royalty              | \$290,913.34     |
| 52020 - Direct Wage Taxes                             | \$43,440.49      |
| 52040 - Temporary Labor-Fulfillment                   | \$231,464.36     |
| Total - 52000 - Direct Payroll Expense                | \$1,139,465.05   |
| 53000 - Royalties                                     | \$2,957,268.79   |
| 54000 - Commissions                                   | \$10,478.41      |
| 55000 - Shipping                                      | \$736,516.74     |
| 55010 - Shipping Supplies                             | \$141,298.47     |
| 56000 - Merchant Service Fees                         | \$201,507.87     |
| 56050 - Marketplace Fees                              | \$21,737.92      |
| Total - Cost Of Sales                                 | \$9,417,527.66   |
| Gross Profit  | \$23,794,035.01  |
| Expense   |                  |
| 61100 - Advertising & Marketing & Promotion           |                  |
| 61100 - Advertising & Marketing & Promotion           | \$168,947.57     |
| 61110 - Catalog Expense                               | \$70,723.32      |
| Total - 61100 - Advertising & Marketing & Promotion   | \$239,670.89     |
| 61200 - Contracts & Consultants                       | \$240,616.74     |
| 61300 - Dues & Subscriptions                          | \$8,798.45       |
| 61400 - Finance Charges/Misc. Fees                    | \$20,196.88      |
| 61410 - Loan Interest Paid                            | \$124,065.73     |
| 61500 - Furnishings & Equipment                       |                  |
| 61530 - Furnishings & Equipment-Rentals               | \$13,667.17      |
| 61540 - Furnishings & Equipment-Repairs & Maintenance | \$16,339.59      |
| Total - 61500 - Furnishings & Equipment               | \$30,006.76      |
| 61600 - Insurance                                     |                  |
| 61610 - Business Owner                                | \$69,150.84      |
| 61620 - Umbrella                                      | \$7,394.00       |
| 61630 - Workers' Compensation                         | \$14,495.29      |
| 61640 - Vehicle Insurance                             | \$12,643.06      |
| Total - 61600 - Insurance                             | \$103,683.19     |
| 61700 - Legal & Professional Fees                     | \$109,329.84     |
| 61800 - Maintenance                                   | \$109,797.59     |
| 61900 - Meals & Entertainment                         | \$43,572.47      |
| 62000 - Payroll Expenses                              | ψ+0,312.+1       |

| Financial Row  | Amoun               |
|--|---------------------|
| 62010 - Salaries & Wage Payroll                          | \$3,518,931.65      |
| 62020 - Salaries & Wage Taxes                            | \$254,347.19        |
| 62030 - Salaries & Wage Benefits                         | \$1,220,991.4       |
| 62040 - Temporary Labor                                  | \$6,334.10          |
| 62050 - Payroll Service Fees                             | \$25,132.8          |
| Total - 62000 - Payroll Expenses                         | \$5,025,737.2       |
| 62300 - Printing   | \$7,697.4           |
| 62400 - Postage and Other Shipping                       | \$100,808.9         |
| 62500 - Product Development                              |                     |
| 62510 - Author   | \$32,600.0          |
| 62520 - Content Experts                                  | \$1,450.0           |
| 62540 - Illustrations                                    | \$11,850.0          |
| 62550 - Photography                                      | \$10,801.0          |
| 62570 - Project Management/Quality Assurance             | \$3,230.0           |
| 62580 - Research   | \$317.3             |
| 62590 - Stock Images, Music, Other                       | \$8,849.0           |
|  | · ·                 |
| Total - 62500 - Product Development                      | \$69,097.3          |
| 62600 - Professional Development                         | <b>#0.500.0</b>     |
| 62600 - Professional Development                         | \$2,520.0           |
| 62610 - PD Travel  |                     |
| 62610 - PD Travel  | \$1,907.0           |
| 62620 - PD Lodging/Hotel                                 | \$341.7             |
| Total - 62610 - PD Travel                                | \$2,248.8           |
| 62630 - PD Meals/Per Diem                                | \$319.5             |
| 62640 - PD Materials & Fees                              | \$8,200.0           |
| Total - 62600 - Professional Development                 | \$13,288.3          |
| 62700 - Registration Fees                                | (\$775.00           |
| 62800 - Rent   | \$715,000.0         |
| 62900 - Software/Technology Fees                         | \$328,052.3         |
| 63000 - Supplies   |                     |
| 63010 - Office   | \$10,341.3          |
| 63020 - Building   | \$2,457.0           |
| Total - 63000 - Supplies                                 | \$12,798.4          |
| 63400 - Taxes & Licenses                                 | \$645,757.7         |
| 63500 - Telephone  | \$8,541.9           |
| 63600 - Travel   |                     |
| 63610 - Airfare/Mileage/Tolls/Parking/Taxi & Car Rentals | \$10,587.2          |
| 63620 - Lodging  | \$9,914.9           |
| 63630 - Meals  | \$1,892.0           |
| Total - 63600 - Travel                                   | \$22,394.1          |
| 63700 - Utilities  | \$155,340.1         |
| 63750 - Vehicle Expense (Gas, Oil, Tolls, Repairs)       | \$424.6             |
| 63800 - Website  | φ <del>4</del> 24.0 |
|  | ФС 205 O            |
| 63810 - Website Maintenance                              | \$6,285.0           |
| 63820 - Hosting  | \$62,202.1          |
| 63830 - Design & Development                             | \$3,467.0           |
| Total - 63800 - Website                                  | \$71,954.1          |
| 64010 - Vendor Quantity Variance                         | \$315.1             |
| 64020 - Vendor Price Variance                            | \$25,149.4          |
| Total - Expense  | \$8,231,321.0       |
| let Ordinary Income                                      | \$15,562,713.9      |
| Other Income and Expenses                                |                     |
| Other Income   |                     |
| 71000 - Interest Income                                  | \$9,405.1           |
| 72000 - Other Miscellaneous Income                       | \$14,681.0          |
| 72200 - Income - PPP Payroll Protection Program          | \$735,920.0         |
| Total - Other Income                                     | \$760,006.1         |
| Other Expense  | Ψ. 33,000.1         |
| 61950 - Miscellaneous Expense                            | \$1,000.0           |
| 82000 - Bad Debt   | φ1,000.0            |
|  | Φ4 OF 4 F           |
| 82000 - Bad Debt   | \$1,954.5           |
| Total - 82000 - Bad Debt                                 | \$1,954.5           |
| 82020 - Sales Tax Uncollectible                          | \$7.2               |
|  | 15                  |

| Financial Row                | Amount          |
|------------------------------|-----------------|
| 85000 - Depreciation Expense | \$304,418.00    |
| 86000 - Amortization         | \$10,493.00     |
| Total - Other Expense        | \$317,872.77    |
| Net Other Income             | \$442,133.35    |
| Net Income                   | \$16,004,847.34 |

#### **Pioneer Valley Books**

Parent Company : Pioneer Valley Books

#### **Balance Sheet**

#### **End of Adjust 2020**

| Financial Row  | Amount                |
|--|-----------------------|
| ASSETS   |                       |
| Current Assets                                       |                       |
| Bank   |                       |
| 11100 - Checking Account (1919)                      | \$3,594,377.98        |
| 11110 - Money Market Account                         | \$766,853.76          |
| 11115 - ESB Reserve Account                          | \$1,327,243.36        |
| 11116 - ESB PPP Account                              | \$1,326,000.00        |
| Total Bank   | \$7,014,475.10        |
| Accounts Receivable                                  | ψ.,σ,σσ               |
| 11300 - Accounts Receivable                          | \$3,109,514.02        |
| Total Accounts Receivable                            | \$3,109,514.02        |
| Other Current Asset                                  | φο, ι σο, σ ι ι ι σ = |
| 11499 - Undeposited Funds                            | \$17,199.68           |
| 12100 - Inventory Asset                              | Ψ17,133.00            |
| 12100 - Inventory Asset                              | \$12,680.66           |
| 12110 - Inventory Value PVB Items                    | \$6,247,361.83        |
| 12120 - Inventory Value Non-PVB Items                | \$133,980.81          |
| 12125 - Inventory Value R4R Items                    | \$610,300.53          |
| Total - 12100 - Inventory Asset                      | \$7,004,323.83        |
| 12200 - Inventory Adjustments                        | \$620,108.01          |
| ·  | \$50.00               |
| 12300 - Employee Advance<br>12400 - Prepaid Expenses | \$4,180.00            |
| ·  | • •                   |
| 12600 - Accumulated Depreciation                     | (\$1,945,477.00)      |
| 12800 - Loans - Other                                | \$1,883,109.83        |
| 12900 - Security Deposits (Utilites, Leases)         | \$14,530.00           |
| Total Other Current Asset                            | \$7,598,024.35        |
| Total Current Assets                                 | \$17,722,013.47       |
| Fixed Assets   | <b>#000 004 40</b>    |
| 12500 - Leasehold Improvements                       | \$606,291.16          |
| 12510 - Intangible Assets                            | <b>4457.000.00</b>    |
| 12510 - Intangible Assets                            | \$157,320.00          |
| 12512 - Accumulated Amortization                     | (\$15,732.00)         |
| Total - 12510 - Intangible Assets                    | \$141,588.00          |
| 12550 - Furnishings                                  | \$123,318.91          |
| 12560 - Equipment                                    | \$749,184.07          |
| 12700 - Buildings and Other Depreciable Assets       | \$906,815.09          |
| Total Fixed Assets                                   | \$2,527,197.23        |
| Total ASSETS   | \$20,249,210.70       |
| Liabilities & Equity                                 |                       |
| Current Liabilities                                  |                       |
| Accounts Payable                                     |                       |
| 21200 - Accounts Payable                             | \$603,532.57          |
| Total Accounts Payable                               | \$603,532.57          |
| Credit Card  |                       |
| 12260 - Inventory Deposits Prepaids                  | (\$136,389.54)        |
| 21300 - VISA Capital One 5967                        | \$29,342.14           |
| Total Credit Card                                    | (\$107,047.40)        |
| Other Current Liability                              |                       |
| 21400 - Short Term Liabilities                       |                       |
| 21401 - Sales Taxes Payable CA                       | \$584.01              |
| 21402 - Sales Taxes Payable NC                       | (\$2,276.85)          |
| 21403 - Sales Taxes Payable SC                       | \$1,782.41            |
| 21404 - Sales Taxes Payable WA                       | (\$1,603.88)          |
| 21410 - Gift Certificates                            | \$8,718.70            |
|  | • •                   |

| Financial Row   | Amoun            |
|---|------------------|
| 21415 - Customer Credits                                | \$9,175.82       |
| 21419 - Refunded Checks                                 | \$1,262.00       |
| 21420 - Taxes Payable                                   | \$45,767.00      |
| 21421 - Sales Taxes Payable MA                          | \$296.57         |
| 21424 - Use Tax Payable                                 | \$5.00           |
| 21425 - Sales Tax Payable                               | (\$11.23         |
| 21426 - Massachusetts Income Tax                        | \$4,726.00       |
| 21430 - MA PFML Contingent Liability                    | \$33,592.36      |
| Total - 21400 - Short Term Liabilities                  | \$102,017.97     |
| 21405 - Avatax Tax Control                              | (\$668.19        |
| 21450 - Royalties Payable                               | \$103,573.9      |
| 21500 - Payroll Liabilities                             |                  |
| 21550 - Aflac Accident Insurance Voluntary              | \$14.4           |
| 21560 - Cafeteria Plan                                  | \$11,263.3       |
| 21570 - 401(k) Employee Contributions                   | \$0.0            |
| 21580 - 401(k) & Defined Benefit Plan PVEP Contribution | \$58,509.4       |
| Total - 21500 - Payroll Liabilities                     | \$69,787.2       |
| 21650 - Accrued Purchases                               | \$77,202.1       |
| Total Other Current Liability                           | \$351,913.0      |
| Total Current Liabilities                               | \$848,398.2      |
| Long Term Liabilities                                   |                  |
| 22100 - Loan - Michele and Bob                          | \$9,292,073.30   |
| Total Long Term Liabilities                             | \$9,292,073.30   |
| Equity  |                  |
| 31110 - Capital Stock                                   | \$2,000.00       |
| 31120 - Additional Paid In Capital                      | \$500.0          |
| 31400 - Distributions                                   | (\$50,990,342.93 |
| Retained Earnings                                       | \$45,091,734.7   |
| Net Income  | \$16,004,847.3   |
| Total Equity  | \$10,108,739.1   |
| otal Liabilities & Equity                               | \$20,249,210.70  |

#### Digital Reader from Pioneer Valley Books

A 2021 product evaluation conducted by McREL found that Literacy Footprints Digital Reader demonstrated a small but positive impact on 1<sup>st</sup>-grade students' English Language Arts achievement.

This study meets ESSA's Tier 2 level of evidence standards (moderate evidence).

**Background.** The Literacy Footprints Digital Reader provides elementary grade students and teachers with online access to books and resources from the Literacy Footprints Complete System of Guided Reading. Teachers can create a bookshelf of appropriate books for students to read independently and can create assignments for individuals or groups of students. Additional features include prerecorded lessons and assessments for monitoring progress.

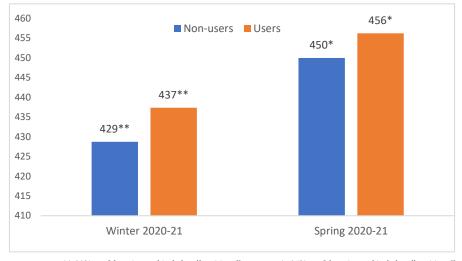
Prior to the COVID-19 pandemic, 1st-grade teachers from the Manatee County School District (MCSD) in Florida had received PD training on key components of the Digital Reader and its Literacy Footprints lessons: guided reading, phonics/word study, and guided writing. Teachers learned how to introduce new books to students and prompt for strategic processing as they read. Teachers became familiar with the phonics manipulatives and practiced the phonics/word study procedures associated with the accompanying lessons.

In the fall of 2020, MCSD shifted to operating in a remote-learning format in response to pandemic concerns. Students were given a Digital Reader for home use and teachers began using it for online instruction.

**Product Evaluation & Findings.** To examine the impact of the Digital Reader on student learning, McREL conducted a quasi-experimental analysis comparing outcomes for students who used the Digital Reader and those who did not across 31 elementary schools. This analysis found that Digital Reader had a small but positive impact on students' ELA achievement.

As seen in Figure 1, the adjusted difference in middle-of-year scaled scores is 9 points, with a 99% confidence interval that excludes 0; and the end-of-year adjusted difference in scaled scores is 6 points, with a 95% confidence interval that excludes zero. The effect sizes of these differences (0.19, and 0.13 respectfully) are generally considered small.

Figure 1
The 2020–21 i-Ready ELA Scale Score Regression Adjusted Average Achievement of Digital Reader Users Compared to Non-users.



<sup>\*\* 99%</sup> confidence internal includes all positive effects.

st 95% confidence interval includes all positive effects.

#### **Methods**

**Data & Implementation.** MCSD and Pioneer Valley Books provided administrative data for 2019–20 and 2020–21 for McREL's analysis. In addition, implementation data were collected from the district regarding prior teacher training on literacy, guided reading, and use of Digital Reader to determine if the product was used as intended. McREL confirmed that 1st-grade teachers had received PD on Literacy Footprints prior to the pandemic.

Two groups of  $1^{st}$ -grade students were defined in the data: users (intervention, n = 301) and non-users (comparison, n = 919), where users are students who logged at least one session in the Digital Reader. All analyses were restricted to include only students with non-missing data for all outcomes and covariates of interest.

#### User & Non-User Baseline Equivalence. McREL

reviewed student demographics, prior academic performance (2019–20), attendance, receipt of special education services, and English Learner status, and determined that the two groups met the baseline equivalence standard required to meet the What Works Clearinghouse group-design standards with reservations.

Regression models were used to account for the small differences in these measures between non-users and users. See Table 1 for further information.

For more information about this specific study or to request a copy of the full technical report, please contact:

Dr. Paul Burkander, managing researcher pburkander@mcrel.org 720.798.0884

Table 1

Digital Reader Non-users (comparison) and Users (intervention) Groups by Characteristics and Prior Performance in 2019–20 Prior to Using Digital Reader.

| Comparison Measures              | Non-users | Users | Difference | Effect size difference |
|----------------------------------|-----------|-------|------------|------------------------|
| Student Characteristics          |           |       |            |                        |
| Female (percent)                 | 51.1      | 55.5  | 4.3        | 0.1                    |
| Race/ethnicity (percent)         |           |       |            |                        |
| Asian                            | 1.7       | 4.0   | 2.2        | 0.15                   |
| Black                            | 35.0      | 39.2  | 4.2        | 0.09                   |
| Hispanic                         | 11.0      | 16.9  | 6.0        | 0.18                   |
| White                            | 46.9      | 33.6  | -13.3      | -0.27                  |
| IEP (percent)                    | 15.6      | 11.6  | -3.9       | -0.11                  |
| English Learner (percent)        | 16.2      | 20.3  | 4.1        | 0.11                   |
| Exited English learner (percent) | 1.0       | 1.0   | 0.0        | 0.0                    |
| Attendance in 2019–20            |           |       |            |                        |
| Days attended, days              | 161.8     | 162.3 | 0.5        | 0.0                    |
| Days enrolled                    | 174.0     | 174.1 | 0.1        | 0.0                    |
| Attendance rate                  | 93.0      | 93.2  | 0.3        | 0.0                    |
| Academics in 2019-20             |           |       |            |                        |
| ELA Fall, scaled score           | 343.0     | 337.1 | -5.9       | -0.2                   |
| ELA Winter, scaled score         | 379.0     | 377.9 | -1.1       | 0.0                    |
| Sample size                      | 919       | 301   |            |                        |

#### **Allison Jurado**

9485 133<sup>rd</sup> Street Seminole FL, 33776 716-338-3789 allisonj@pvep.com

#### **CERTIFICATION**

Florida Certificate – M. Ed. Educational Leadership, Elementary Education (Grades K – 5), Exceptional Student Education (Grades K-12), English for Speakers of Other Languages (ESOL) Endorsed

#### **EDUCATION**

#### University of South Florida St. Petersburg

Master's Degree, Educational Leadership, GPA 4.0 Summa Cum Laude, May 2020

#### State University of New York at Fredonia

Bachelor of Science in Education, Childhood Inclusive Education, Middle School Extension, Social Studies Concentration, GPA 3.85 Summa Cum Laude, June 2014

#### CAREER-RELATED EXPERIENCE

#### **Pioneer Valley Books**

Northampton, MA, June 2021 - Present

- Deliver professional learning for Literacy Footprints nationwide, June 2021 Present
- Content reviewer for Stepping Together Shared Reading K 2, June 2021 Present
- Member of the content development team for the Digital Reader, June 2021 Present
- Develop guided reading lesson plans K 5, December 2021 Present
- Piloted Literacy Footprints Running Records and provided feedback on their correlation with significant data points, November 2020
- Co presented at the Literacy Footprints Guided Reading Institute, July 2019
- Piloted and content reviewed 5<sup>th</sup> Grade Toolkit for Test Taking Strategies, March 2018

#### **Oakhurst Elementary School**

Largo, FL, August 2019 - June 2021

- Teacher of the Year Top 10 Finalist, 2020-2021
- 5<sup>th</sup> grade inclusion teacher, August 2019 Present
- 2<sup>nd</sup> grade virtual summer bridge teacher, June 2020 July 2020
- Mathematics Teacher Leader, August 2020 Present
- Creator and facilitator of on-site professional development for data analysis to inform whole and differentiated small group literary instructional decision making, October 2019
- Creator and facilitator of on-site professional development for Literacy Footprints/Jan Richardson Guided Reading, October 2019

#### **High Point Elementary School**

Clearwater FL, August 2014 - May 2019

- 4<sup>th</sup> grade inclusion teacher, August 2014 May 2015, looped to 5<sup>th</sup> with class
- 5<sup>th</sup> grade inclusion teacher, August 2015 May 2019
- 5<sup>th</sup> grade team leader, August 2018 May 2019
- Science Lab Manager, August 2015 May 2019
- Guided Reading Demonstration Teacher for District Training, 2017 May 2019
  - o Modeled exemplar guided reading lessons in a lab-type setting
  - Assisted in delivering school-based professional development to staff
- Mentor teacher to new teachers, March 2019 May 2019
- Restorative Practice School Leadership Team Member, August 2017 May 2019
- Founded and implemented a Kinesthetic Learning After School Program, 2016 & 2017

#### M.E.L.T.S. - Micro-Credentialing of English Learner Teaching Skills

University of Central Florida collaboration with Pinellas County Schools, January – August 2017

 Assisted UCF in developing a curriculum for education majors to complete in order to earn their ESOL certification and better prepare them to help ESOL students increase their academic achievement and language development

#### **Pinellas County Schools Curriculum Development**

Largo FL, 2014 – 2016

#### Assisted in writing 4<sup>th</sup> and 5<sup>th</sup> grade English Language Arts modules

### Professional Development

- Ready Classroom Mathematics, June 2019 & October 2020
- Literacy Footprints Institute, July 2019
- Cognitively Complex Tasks, March 2019
- Increasing Rigor Two-Day Institute, July 2018
- Pinellas County Schools (PCS) Restorative Practices for School-Wide Implementation, June 2018
- Florida Center for Research in Science, Technology, Engineering, and Mathematics (FCR STEMLearn) K-5 Geometry Institute, June 2018
- Elevating and Celebrating Effective Teaching and Teachers (ECET2), 2016 and 2018
- Jan Richardson Guided Reading Training, July 2014 and May 2015
- Zoid & Company (Ms. Math), April 2015

#### Karen Cangemi

51 Tumbled Stone Way St. Augustine, FL 32086 Phone (727) 204-6896 Email Karenc@pvep.com

**EDUCATION:** UNIVERSTIY OF SOUTH FLORIDA, TAMPA, FLORIDA

Degree: Bachelor of Science, May 1989

Major: Elementary Education

Minor: Social Sciences

Honors: Suncoast Area Teacher Educational Honor Society, President's Honor Roll, Dean's List

CERTIFICATION ENDORSEMENTS:

Certificate: State of Florida: Professional Teaching License (Grades 1-6) Endorsements: Department of Education: Reading (K-12), ESOL (K-12)

PROFESSIONAL EXPERIENCE:

2019-Present

#### **PIONEER VALLEY BOOKS**

Senior Manager of Literacy Education

- Design, develop, author, or coauthor K-6 literacy curriculum and lessons for PVB
- Collaborate with Content Development team
- Support the Digital Reader Development team
- Develop video tutorials and online professional development
- Create engaging onsite and virtual literacy professional learning opportunities for teachers, literacy leaders, and administers
- Deliver literacy professional learning across the county
- Present reading training at National Conferences and Webinars
- Manage the PVB Literacy Specialist and Consulting Team

2017

#### M.E.L.T.S. - Micro-Credentialing of English Learner Teaching Skills

Lead Literacy Coach

- Consult with University of Central Florida in collaboration with Pinellas County Schools
- Develop a curriculum for education majors to complete to earn their ESOL certification

2017

#### **DEMONSTRATION LAB SITE FOR GUIDED READING**

#### PINELLAS COUNTY SCHOOLS, PINELLAS COUNTY FLORIDA

Manager and Lead Literacy Coach

- Develop a system for micro credentialing teachers as demonstration guided reading teachers
- Observe, coach, and credential demonstration teachers
- Develop, deliver, and facilitate on-site teacher training
- Assist coaches, teachers, and administrators with collection and analysis of data to inform instructional decisions

2016-2019

#### **GUIDED READING CONSULTANT FOR JAN RICHARDSON**

Independent Consultant

• Develop and deliver high quality and engaging Next Step Forward in Guided Reading K-6 and Guided Reading Assessment Kit Training (K-6) across the county

#### 2010-2019 DISTRICT LITER

#### DISTRICT LITERACY COACH, Pinellas County, Florida

K-5 District Literacy Coach

- Execute demonstration lessons in writing workshop, guided reading, and whole group literacy instruction in K-5 classrooms
- Provide district level and school based professional learning literacy training
- Facilitate grade level collaborative planning meetings
- Train and mentor new teachers
- Collaborate with administrators to create professional development plan for teachers
- Plan, implement, provide training, and support best practices in literacy intervention with guided reading specialists and interventionists
- Assist coaches, teachers, administrators and district personnel with the collection and analysis
  of data to inform instructional decisions
- Create learning boards and train teachers how to implement the usage in classrooms
- Work in partnership with coaches and teachers to develop Literacy Modules based on the Florida State Standards, K-5

#### 2005 MCGRAW HILL, PUBLISHING COMPANY

Curriculum Review and Contributing Author

- Review Grade 4 Social Studies Textbook to ensure alignment with Florida Social Studies Standards
- Write multiple choice and open-ended test questions aligned with Florida Social Studies Standards

#### 1989-2010 PINELLAS COUNTY SCHOOLS, Pinellas County, Florida

Teacher, Grades 2-5

- Develop and implement innovative curriculum with a focus on multiple intelligences and best practices in Guided Reading instruction, mathematics, writing, social studies, and science
- Model best practices as a demonstration teacher in literacy instruction for teachers, coaches and administrators in Pinellas County Schools
- Develop professional training, provide on-site job imbedded training, lead book studies, and serve as a resource in literacy
- Serve as grade level chair and on action teams within the structure of the school providing leadership and direction for meeting school goals
- Serve as a mentor teacher for first-year teacher joining Pinellas County Schools
- Participate in professional learning opportunities with Teachers' College Reading and Writing and train teaching staff utilizing train the trainer model

#### PROFESSIONAL HONORS AND AWARDS:

- 2016-2017 Top Ten Finalist for Pinellas County Educator of the Year and named Fan Favorite
- 2005 Teacher of the Year, Seminole Florida
- 2000 Named in Who's Who Among America's Teachers

24

## Tab 4 Service Approach and Implementation

#### **Tab 4: Service Approach and Implementation**

Pioneer Valley Books is well positioned to continue to support Henrico in the use and implementation of the Digital Reader. Currently, the students and teachers in the district have access via a license to use the Digital Reader. Should the current proposal be accepted, full implementation for July 1, 2022 will simply mean continuing that access.

- a. Since Henrico County Public Schools have a current contract for use of the Digital Reader, any user in the Henrico environment who requires access to review the platform can do so by being added through the district Clever account. This will allow reviewers to use their own Henrico email address to access the platform. The IT team at Henrico has been partnering with Pioneer Valley Books since March 2020 in the ongoing access to the materials. If users have a reason to prefer a sandbox environment, one can be set up with access through a generic email account.
- b. All service for the Digital Reader is provided as a comprehensive part of the license package. Teachers can access support directly through their classroom portal. Teachers and district admins have unlimited access to this support.
- c. N/A
- d. We do not require parental consent, however, access to the Digital Reader is provided through the district's Clever rostering configuration.
- e. Implementation can be completed within days of the accepted proposal.

### Tab 5

# Technical Administration, User Interface, Security Integration, and Devices

## Tab 5: Technical Administration, User Interface, Security Integration, and Devices

- a. Our app is a hosted web app with book and video content served via modern web browsers. Typical book and video content ranges between 5–15mb. At an average reading time of ten minutes, bandwidth needed per student should be roughly 10–30kbps, with bursts into the tens of mbps. Our app servers and database can auto-scale, and they currently handle tens of thousands of simultaneous user sessions.
- b. Accounts in our system are controlled by district and school admin accounts. Additionally, we have roster integrations with Clever and Classlink (via OneRoster SFTP). Henrico already utilizes our district rostering via Clever. Our support team can assist via Clever admin troubleshooting for our app.
- c. From Clever (or Classlink), we import student ID/number, name, email, and grade. We also import teacher/admin name, email, and teacher ID. We import schools, classrooms, and student primary classroom enrollment, as well as all teacher classroom enrollments.
- d. Teachers can have unlimited school and classroom associations. Students are currently limited to a single school and primary classroom. Our app additionally supports a secondary classroom association from the same school. Typically, the secondary classroom is manually curated for intervention students, but this can also be automated if the district has a standard literacy intervention section that is preferred.
- e. As mentioned in bullet point a., our estimated bandwidth is 5–15mb for most book content, which is loaded up front for book reading. Based on an average of ten minutes reading time, that is roughly 10–30kbps per student, but ideally connections will reach speeds of 10+ mbps while loading.
- f. Please see bullet point e. Teacher and student utilize the same content.
- g. We do not currently support LTI 1.1.

# Tab 6 Infrastructure and System Administration

#### **Tab 6: Infrastructure and System Administration**

a. We do not offer an on premises hosted version of our app.

b.

- b.1. Our infrastructure is hosted with Amazon Web Services. We have been hosting with AWS for over ten years. We do not have any SLAs with AWS.
- b.2. Our database has an automatic failover instance, read replicas, and point in time backups in case of disaster recovery. It can scale to handle additional data and connections as needed. Our web application tier is self-healing in case of instance failure and scales horizontally as needed to meet our traffic demands. We have DDoS and network level protection services provided by our hosting provider.
- b.3. We utilize encryption at rest for our database, and all traffic is routed over SSL secured connections. Production data is guarded by secure admin level roles only accessible to CTO and principal developers and secured by two-factor authentication.
- b.4. We do not have SOC2 certification.
- b.5. Our primary database has an automated failover in another availability zone in case of datacenter connect loss. Our data is automatically continuously backed up to an offline snapshot. We also replicate data to read replicas of our database that can be promoted to primary in the scenario that the primary database and failover are lost. We additionally take a separate once per day database snapshot that is kept for six months in case of data loss at the account or service level.
- b.6. Please see Tab 5a.
- b.7. Remote access is not available to district data outside of the web application. However, we do offer an ability to run and export reports on district data, and we can accommodate custom data requests with four weeks of lead time.
- b.8. We employ a zero-downtime maintenance strategy. Typically, the operating system and application updates do not require any downtime. If downtime is inevitable, our maintenance window is Tuesday at 3–4am ET. If there is maintenance required outside of that window, our support team will notify all users of planned downtime with advanced notice.
- b.9. We do not currently have a status page, but internally our development team has automated availability and error notifications in place.
- b.10. There are no data limits. We store all district data indefinitely until two years after account termination, or at the specific request of the district to remove it sooner.
- b.11. As our app is a web app, it requires an active internet connection. Access to content will not be possible when there is a network outage. Our services are hosted on Amazon currently.
- b.12. We only require a modern web browser (Safari, Firefox, Chrome, or Edge) and an internet connection. Our content is hosted on <a href="www.literacyfootprints.com">www.literacyfootprints.com</a>, <a href="www.digitalreader.com">www.digitalreader.com</a>, and cdn.digitalreader.com. As long as those domains are added to the security safelist, no other configuration is required.

c. N/A. Please see Tab 5g.

## **Tab 7**Reporting and Monitoring

#### **Tab 7: Reporting and Monitoring**

The Digital Reader includes a comprehensive progress monitoring tool, allowing teachers and administrators to evaluate student usage. Additionally, teachers have access to the Literacy Footprints Assessment Kit within the framework of their license. Assessment information can be recorded easily within the Digital Reader, and teachers can monitor student progress, while administrators are able to access reports across classrooms, schools, and the district.

- a. Progress monitoring is provided through running records. Titles at each level within the
  Digital Reader have a running record template provided for ease of monitoring.
  Teachers are able to take the running record manually and then enter the data into the
  Digital Reader Data Center, tracking accuracy rate, fluency, and comprehension.
- b. Please see attachment for samples as well as explanations below (Slides 1–11).

**Slide 1** – Ongoing progress monitoring occurs within the guided reading lesson framework when *informal* running records are taken during the reading portion, Day 2, of the lesson. These *informal* records are a window into a student's processing system and inform teaching, prompting, and next steps. They do not have an actual record form, as we suggest using blank paper to record *informal* progress monitoring records.

We recommend *formal* progress monitoring after the completion of all lessons within a level, or if a student is controlling most target skills at a level even if all lessons within that level are not complete. While these records are also a window into a student's processing system, they are additionally used to determine the literacy behaviors a student is controlling or not controlling. This allows for informed decisions about when to move a student to the next instructional level. These *formal* progress monitoring running records have an actual running record; much like a benchmarking reading assessment form.

Unlike benchmarking running records, both types of progress monitoring running records are taken on a second read of a book that has been taught during a guided reading lesson. These records are sometimes referred to as warm read running records.

To access progress monitoring running record forms, from the Digital Reader dashboard, click on the Bookshelf and then select Guided Reading.

Slide 2 – Once in the Guided Reading Bookshelf, scroll down to the bottom portion of the left rail and look for the My Collections section. Click on the check box next to Running Records in the My Collections section. This will filter the Bookshelf to display all books at all levels that have a progress monitoring running record. Additionally, these can be filtered by level by clicking on the check box next to the desired level under the Filter by Level section on the left rail. Once you find the book with the desired running record, click on the book.

**Slide 3** – Once inside the book, click on the paper icon on the left rail to find the corresponding progress monitoring running record form.

**Slide 4** – Download and print the progress monitoring running record form. For the emergent and some of the early books, the entire book is read and assessed. When the books become longer, the first 100 or so words are read and assessed. The student's errors and self-corrections are recorded. Using the chart provided, accuracy rate is determined. Since this is a second read, we use the independent range as one factor to determine if a student is controlling appropriate reading at that level. Fluency is also assessed using the rubric provided on the form. This is the second factor used for determining next steps. We assess comprehension by asking students to first retell what they read, and then prompting them with additional questions to probe for deeper understanding. A comprehension rubric and scoring chart is provided, and proficient comprehension is another factor used when determining next steps. Finally, on the record form we list target reading behaviors typically expected at that level or stage of reading. This is the final piece of information used in conjunction with the others listed to determine next steps.

**Slide 5** – To track a student's progress, progress monitoring scores can be entered into the Digital Reader by following the steps below.

**Slide 6** – From the Dashboard, click on the Assessment and Data Center.

Slide 7 – Click on Assessment Students.

**Slide 8** – Locate the student who you'd like to add a score for. Under the Actions column on the far right side of the page, click the plus sign and an Add New Assessment window will pop up. Here you can enter progress monitoring data. Be sure to click Save once you've entered the information.

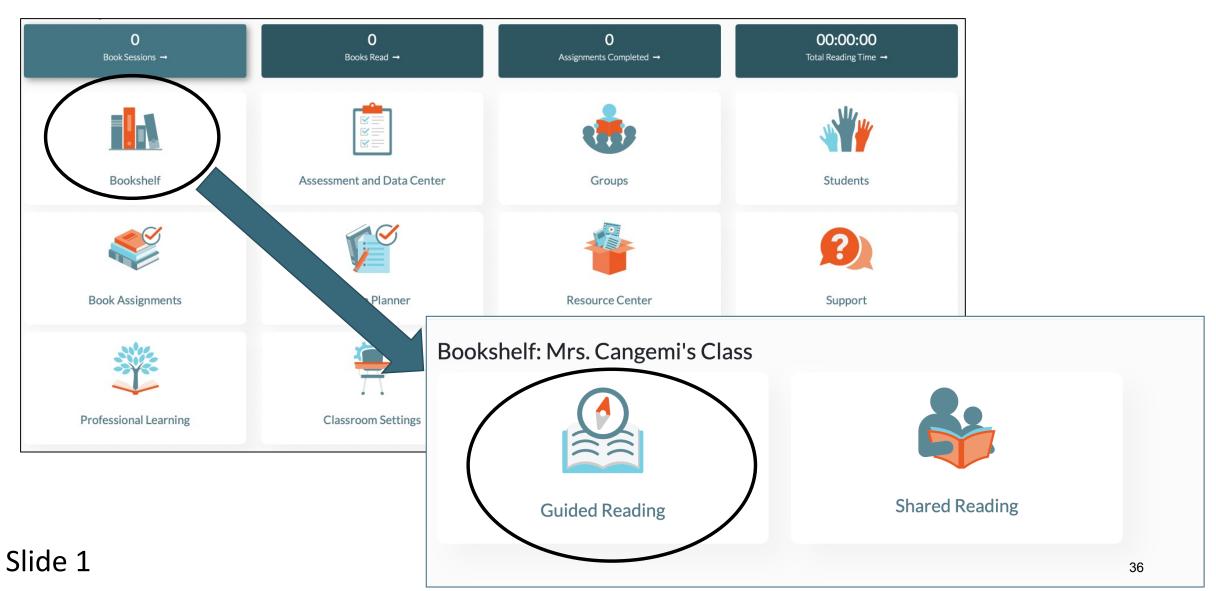
**Slide 9** – On the Student Assessments page, progress monitoring data will be displayed in list form. In the Progress Monitoring column, a green dot indicates that the accuracy rate is at the student's independent level. A purple dot indicates that the accuracy rate is at the student's instructional level. And a reddish/brown dot indicates that the accuracy rate is at the hard level for the student.

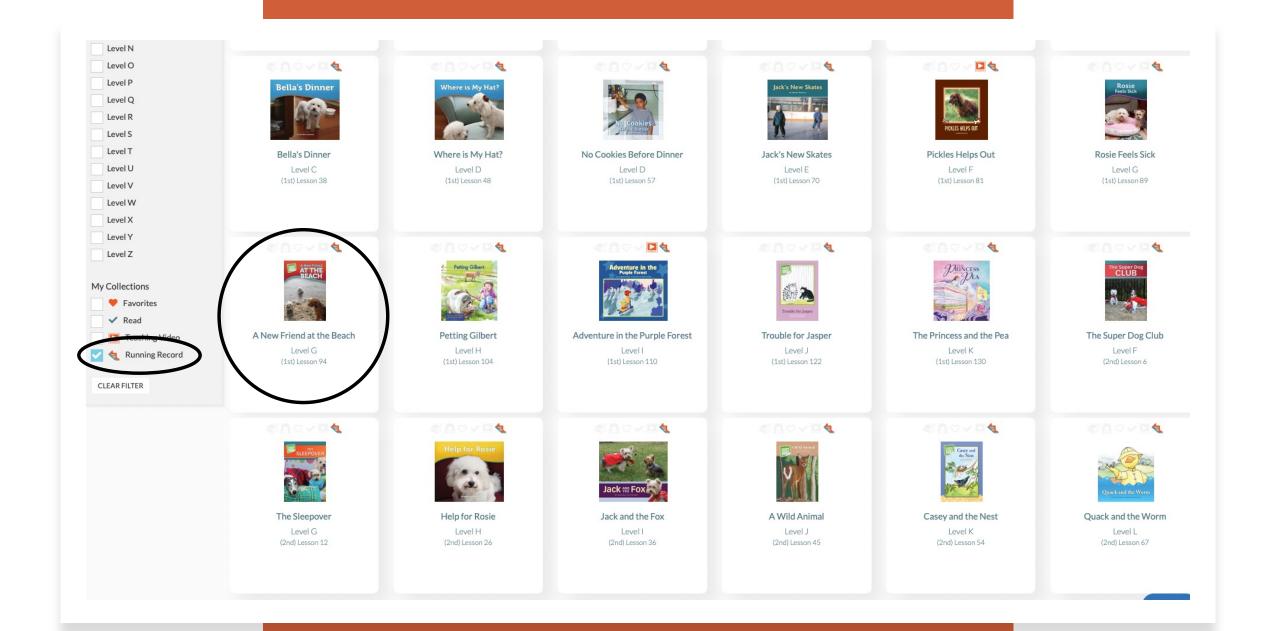
**Slide 10** – Under the Actions column on the far right side of the page, click the bar graph icon to look at a particular student.

**Slide 11** – A student summary graph will be displayed. The top portion of the form provides an overview of the student's assessments (both a reading benchmark assessment and a progress monitoring), group, and current instructional reading level. Below the summary chart, you can toggle between Benchmarking Assessments and Progress Monitoring Assessments for data to be shown in a line graph. Below the graph, you can export this data into an Excel document.

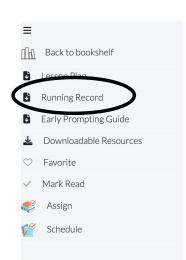
The table below the graph, displays the student's assessment data, including the title of book, reading level, accuracy, comprehension, and fluency. The final column in this table is actionable. You can edit or delete a student's assessment data here as needed.

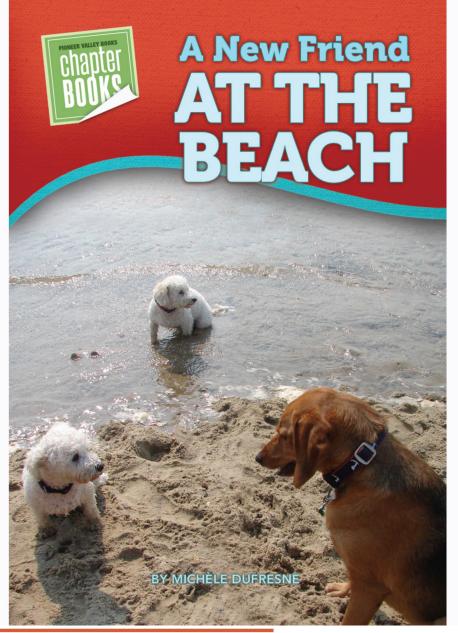
## Progress Monitoring Running Records



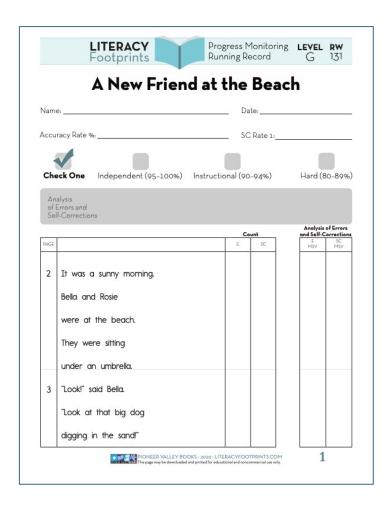


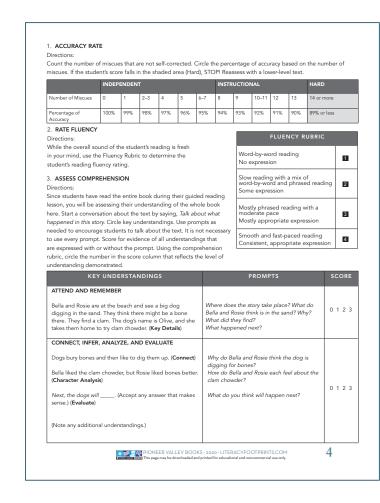
Slide 2





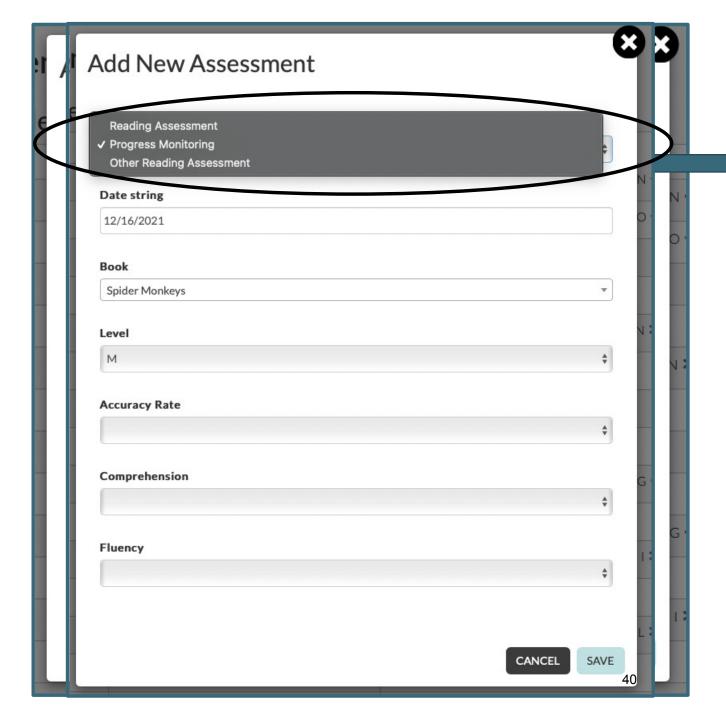
Slide 3



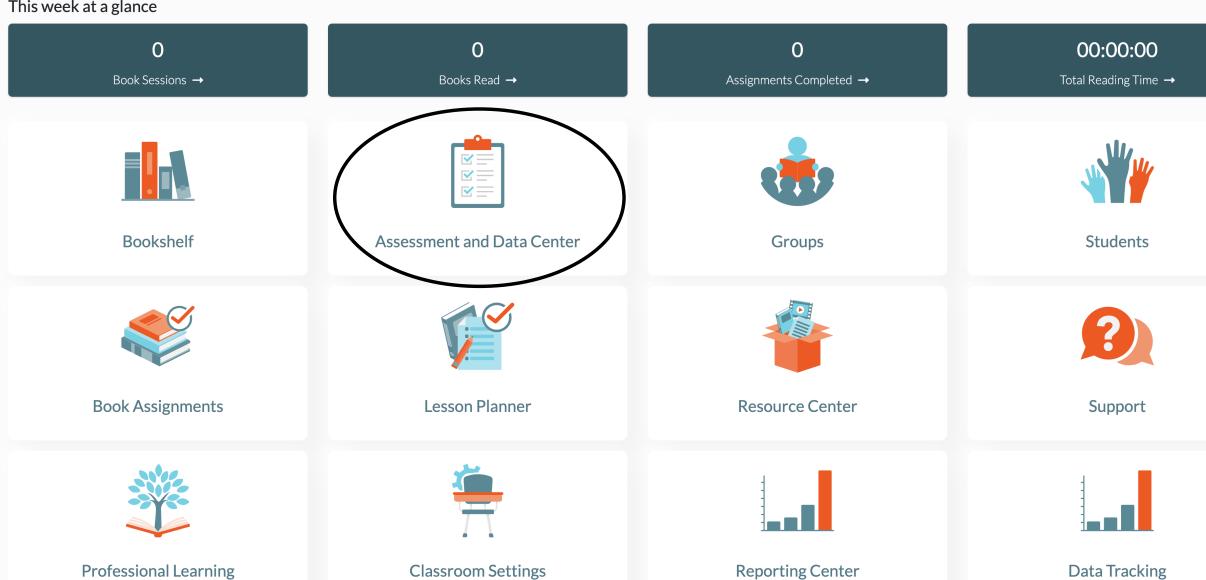


|                        |   | COMPREHENSION FICTION RUBRIC – EARLY (LEVELS D-I)   | Score        |
|------------------------|---|---|--------------|
|                        |   | Does not communicate any important events in the story.   | Score<br>0   |
| TEN                    | ND AND  |   | 1            |
| EME                    | MBER  | Communicates only a few (1–2) important events in the story.  Communicates some important events in the story.  | 2            |
|                        |   | Communicates some important events in the story.  Communicates most of the important events in the story.   | 3            |
|                        |   | Shows no understanding of the message or deeper meaning of the text.  | 0            |
| ONN                    | NECT, INFER,  | Shows limited understanding of the message or deeper meaning of the text.   | 1            |
|                        | YZE, AND<br>JATE  | Shows some understanding of the message or deeper meaning of the text.  | 2            |
| VAL                    | JAIE  | Shows complete understanding of the message and meaning of the text.  | 3            |
|                        |   | Total Comprehension Sco   |              |
|                        | MPREHENSIO  |   |              |
| CO                     | IVIF KEHENSIO   | N SCORING   |              |
| 5–6                    | Proficient  |   |              |
|                        |   |   |              |
| 4                      | A   |   |              |
|                        | Approaching   | Proficiency   |              |
|                        | Approaching   | Proficiency   |              |
| 3                      | Limited Profic  |   |              |
| _                      | Limited Profic  | ciency  |              |
| _                      |   | ciency  |              |
| 0–2                    | Limited Proficient  | t   |              |
| 0-2<br>OBS             | Limited Profice   | t   |              |
| O=2 OBS                | Not Proficient  SERVE READING  Ons:  what reading b   | t   | ervations in |
| O=2  OBS irection      | Not Proficient  Not Proficient  SERVE READING  Ons:  what reading bace provided.  | t  G BEHAVIORS  ehaviors the student exhibited during the assessment, and note any additional observations.   | ervations in |
| 0–2<br>OBS             | Not Proficient  SERVE READING  Ons:  what reading b   | t  G BEHAVIORS  ehaviors the student exhibited during the assessment, and note any additional observations.   | ervations in |
| 0–2<br>OBS<br>irection | Limited Profice  Not Proficient  SERVE READING  ons: what reading become provided.  READING BEH  Notices errors (st   | t  G BEHAVIORS  ehaviors the student exhibited during the assessment, and note any additional observations.   | ervations in |
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| 0–2<br>OBS<br>irection | Limited Proficent Not Proficient SERVE READINIONS: What reading b ICC provided. READING BEH Notices errors (se information to Uses knowledge at the point of di Searches through                              | t  G BEHAVIORS  ehaviors the student exhibited during the assessment, and note any additional obsessions of the student exhibited during the assessment, and note any additional obsessions of the student exhibited during the assessment, and note any additional obsessions of the student exhibited | ervations in |
| 0–2<br>OBS<br>irection | Limited Proficent Not Proficient SERVE READING Ons: what reading b ace provided. READING BEH Notices errors (st information to en Uses knowledge at the point of di Searches through blends letters int       | t  G BEHAVIORS  ehaviors the student exhibited during the assessment, and note any additional observations the student exhibited during the assessment, and note any additional observations.  AVIORS  NOTES  Informations, cross-checks multiple sources of late self-corrections of letter-sound relationships to initiate an action flictly unknown words in a left-to-right sequence; os sounds.  | ervations in |
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# Inputting Progress Monitoring



#### This week at a glance



Slide 6

#### Assessment and Data Center: Mrs. Cangemi's Class



Assessment Kit

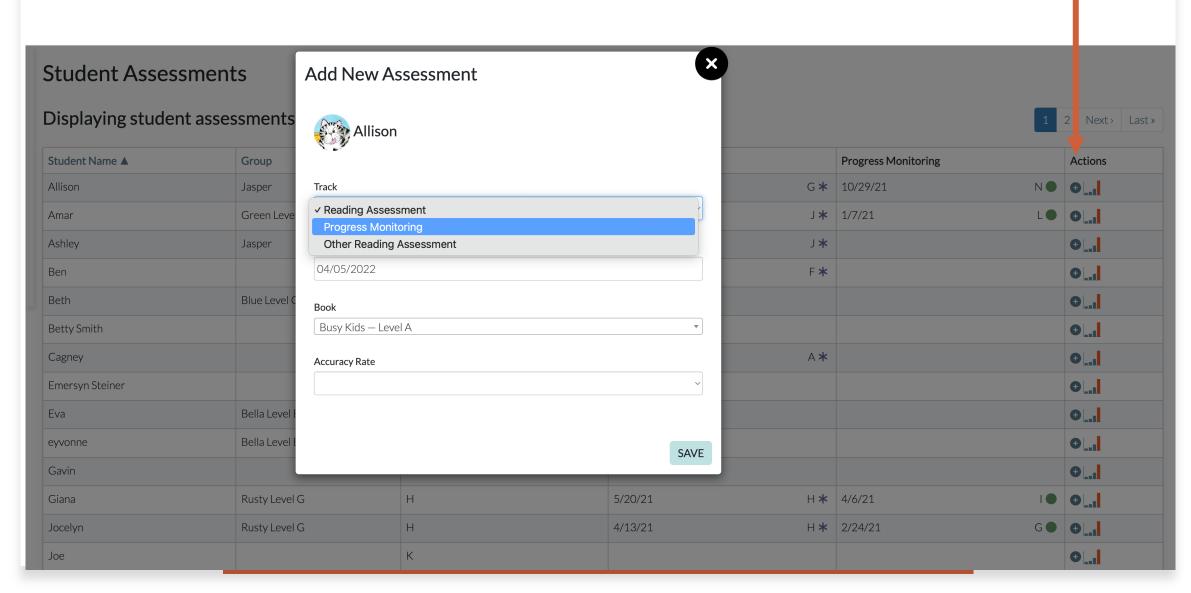




**Assessment Resources** 



Reporting Center



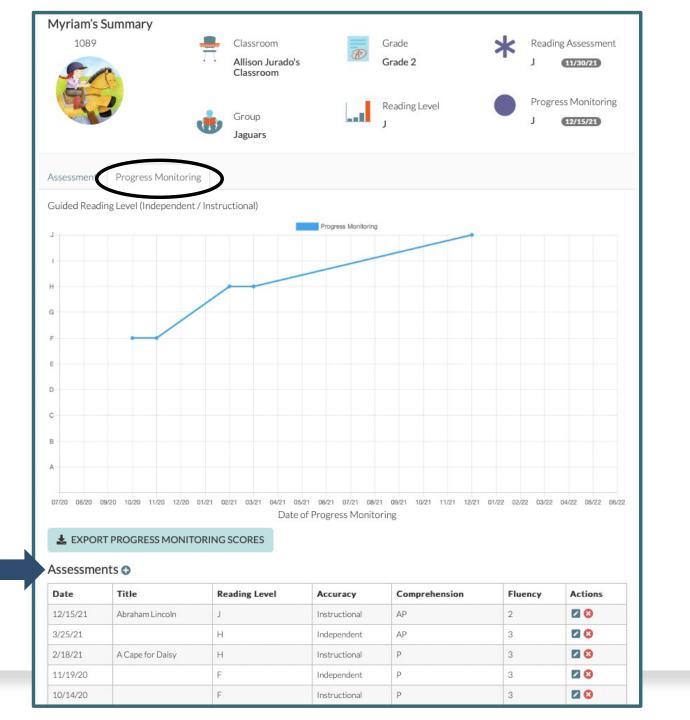
Slide 8

### Displaying all 17 student assessments

| Name    | Group     | Instructional Level | Reading Assessment |            | Progress Monitoring | Actions |
|---------|-----------|---------------------|--------------------|------------|---------------------|---------|
| Alex    |           | S                   | 12/16/21           | N 🔸        |                     | 0       |
| Antwon  | Otters    | L                   | 12/16/21           | 0 1        |                     | 0       |
| Ashley  | Sharks    | R                   |                    |            |                     | 0       |
| Ava     | Wolves    | X                   |                    |            |                     | 0       |
| Camila  | Otters    | М                   | 5/21/21            | N <b>*</b> |                     | 0       |
| Jaden   | Wolves    | W                   |                    |            |                     | 0       |
| James W | Sharks    | R                   |                    |            |                     | 0       |
| Layla   | Wolves    | V                   |                    |            |                     | 0       |
| Lily    | Elephants | Е                   | 12/16/21           | G↓         |                     | 0       |
| Mae D   | Jellyfish | I.                  |                    |            |                     | 0       |
| Myriam  | Jaguars   | J                   | 5/28/21            | 1*         | 12/16/21            | 0       |
| Nash    | Wolves    | W                   |                    |            |                     | 0       |
| Riley   | Elephants |                     | 10/12/21           | L <b>*</b> |                     | 0       |
| Riley G | Sharks    | S                   |                    |            |                     | 0       |
| Sean    | Otters    | М                   | 5/21/21            | o <b>*</b> |                     | 0       |
| Tiana   | Sharks    | S                   |                    |            |                     | 0       |
| Wilber  | Jaguars   | J                   | 5/28/21            | J <b>*</b> | 8/17/21             | 0       |

### Displaying all 17 student assessments

| Name    | Group     | Instructional Level | Reading Assessment |            | Progress Monitoring | Actions |
|---------|-----------|---------------------|--------------------|------------|---------------------|---------|
| Alex    |           | S                   | 12/16/21           | N <b>↓</b> |                     | 0       |
| Antwon  | Otters    | L                   | 12/16/21           | 0 1        |                     | 0       |
| Ashley  | Sharks    | R                   |                    |            |                     | 0       |
| Ava     | Wolves    | ×                   |                    |            |                     | 0       |
| Camila  | Otters    | М                   | 5/21/21            | N <b>*</b> |                     | 0       |
| Jaden   | Wolves    | W                   |                    |            |                     | O       |
| James W | Sharks    | R                   |                    |            |                     | O       |
| Layla   | Wolves    | V                   |                    |            |                     | O       |
| Lily    | Elephants | Е                   | 12/16/21           | G↓         |                     | 0       |
| Mae D   | Jellyfish | L                   |                    |            |                     | O       |
| Myriam  | Jaguars   | J                   | 5/28/21            | *          | 12/16/21 J •        | 0       |
| Nash    | Wolves    | W                   |                    |            |                     | 0       |
| Riley   | Elephants |                     | 10/12/21           | L <b>*</b> |                     | 0       |
| Riley G | Sharks    | S                   |                    |            |                     | 0       |
| Sean    | Otters    | М                   | 5/21/21            | o <b>*</b> |                     | 0       |
| Tiana   | Sharks    | S                   |                    |            |                     | 0       |
| Wilber  | Jaguars   | J                   | 5/28/21            | J <b>*</b> | 8/17/21 L •         | 0       |



# Tab 8 Training and Professional Development

#### **Tab 8: Training and Professional Development**

Literacy Footprints Professional Learning Workshops are led by literacy experts trained by the coauthors of the Literacy Footprints system. All professional learning workshops are designed to build on teachers' strengths, provide explicit demonstration, foster active participation, and help transfer new knowledge into classroom practice.

To support the full implementation of the Digital Reader district-wide, we would recommend and provide the following professional learning sessions:

• Proposal: Two half-day sessions of training to be delivered at a mutually agreed day/time. Training can be delivered on site or remotely. These trainings would be complimentary with the purchase of district-wide teacher and student licenses, as proposed in Tab 9.

#### SESSION 1 (3 hours) — Using the Digital Reader: The Nuts and Bolts

The Literacy Footprints Digital Reader provides students with a bookshelf of instructional-level books that can be accessed both in the classroom and at home. This workshop will include an overview of the Literacy Footprints lesson frameworks and cover the nuts and bolts of how to design your digital classroom, form groups, assign lessons, create student bookshelves, and so much more! Participants will leave this session all set up and ready to begin using the Digital Reader with their students!

SESSION 2 (3 hours) — **Using the Digital Reader: Engaging Lessons beyond Guided Reading** The Digital Reader provides classroom teachers access to over a thousand books ranging from Levels A to Z. In this session, participants will be inspired to create flexible and engaging reading opportunities, whole-group lessons, and learning opportunities for their students using the Digital Reader. Participants must have access to the Digital Reader for this session.

## Tab 9 Pricing

#### **Tab 9: Pricing**

- a. Please see Attachment H for details.
- b. Pioneer Valley Books (PVB) is committed to delivering all materials to Henrico County Public Schools on the following timeline:
  - Digital: All licenses can be established immediately upon signing of contracts. Licensing can be managed via SSO, Clever, or other LMS as needed.
  - Professional Learning: Two training sessions will be delivered on site or remotely at a mutually agreed time during the 2022–2023 school year.
- c. Proposal includes pricing for per student and per teacher license access to the Digital Reader, as well as complimentary training services as follows (see Attachment G for details):
  - \$5 per/student license, \$10 per/teacher license
  - Licenses for 22,817 students @ \$5/license = \$114,085
  - Licenses for 1,740 teachers @ \$10/license = \$17,400
  - Total cost of combined student and teacher licenses = \$131,485
  - Professional Learning Training Services @ \$1,750 per half-day session, offered at 100% discount
  - Total cost of proposal = \$131,485

#### **Attachment G**

#### **Pricing Scenario**

Provide pricing for the scenario below based off pricing being offered on Attachment H. Offerors must provide pricing and the methodology of how the price was calculated.

| Name of Offeror: Pioneer Valley Educational Press, Inc. DBA Pioneer Valley Books  Grades Submitting for: PK-5   | Name Of Program: Literacy Footprints Digital Reader  |  |  |
|---|--|--|--|
| Scenario  |  |  |  |
| Provide pricing for an annual subscription for district licenses as listed below:   | Price  | Methodology on how price was calculated  |  |
| 46 Elementary School (PK-5) – the number of students per grade is: PK – 1270 KG – 3551 Gr. 1 – 3526 Gr. 2 – 3668 Gr. 3 – 3586 Gr. 4 – 3576 Gr. 5 - 3640 | \$ Pk-5 Student<br>Licenses<br>Total \$114,085<br>Pk-5 Teacher<br>Licenses<br>Total \$17,400 | Student Licenses \$10/per user provided at a 50% discount.  Teacher Licenses \$20/per user provided at a 50% discount. |  |
| 12 Middle Schools (6-8) – the number of students per grade is: Gr. 6 – 3700 Gr. 7 – 3840 Gr. 8 – 3952   | \$ N/A   |  |  |
| 10 High Schools (9-12) – the number of students per grade is: Gr. 9 – 4431 Gr. 10 – 3990 Gr. 11 – 3742 Gr. 12 - 3714                                    | N/A  |  |  |
| Provide pricing for 1 day (6 hours) of on-site professional development training for staff of 25 for above.   | \$ Complimentary   | Two half-day training sessions @ \$1,750 each provided at 100% discount.   |  |
| Grand Total   | \$131,485  |  |  |
| Price per student based on the "Grand total" divided by the number of students the proposal is being submitted for                                      | \$5/per student  |  |  |

### **Attachment H**

#### **Pricing Options**

| Provide pricing as it relates to the proposed solution  | Price             |  |
|---|-------------------|--|
| Price per Student   | \$ 5 per/student  |  |
| Price per Teacher   | \$ 10 per/teacher |  |
| Price per Classroom   | \$ N/A            |  |
| Price per Site  | \$N/A             |  |
| Price for District License PreK-5   | \$N/A             |  |
| Price for District License PreK-8   | \$ N/A            |  |
| Price for District License PreK-12  | \$ N/A            |  |
| Price for District License 6-8  | \$N/A             |  |
| Price for District License 6-12   | \$N/A             |  |
| Price for District License 9-12   | \$N/A             |  |
| 1 day of Professional Development- train the trainer model (20 Elementary or Secondary ILCs/ITRTs, 3 Educational Specialist, + 1 additional personnel- total of 20 <u>+</u> ) | \$ Complimentary  |  |
| 1 day of Professional Development - price per teacher   | \$ N/A            |  |
| 1 day of Professional Development for Elementary or<br>Secondary School Staff- approximately 35 - 100   | \$ N/A            |  |

## **Tab 10**References

#### **Tab 10: References**

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