

MAR 26 2024

Contract 4400012424

THE PARTIES TO THIS CONTRACT ("Contract"), Fairfax County Public School Board, the public body in Virginia that operates Fairfax County Public Schools ("FCPS", "Fairfax County" or "the County") AND Benchmark Education Company LLC ("Contractor"), MUTUALLY AGREE THAT:

1. FCPS engages the Contractor to provide the following goods and/or services:

English language Arts (ELA) basal instructional materials and resources for kindergarten through sixth grade (K-6) students. Contract 4400012424 consists of the following documents: 1) Standard Contract including the Scope of Work and Pricing Schedule; 2) Attachment A: Virginia School Data Privacy Agreement; 3) Attachment B: Confidentiality Provisions Employee Records; and 4) Attachment C: Benchmark Education Company LLC Terms of Use and Privacy Policy

2. PERIOD OF CONTRACT:

- a. The period of this contract shall be from date of award through July 31, 2031. This contract may be renewed for three (3) one-year periods, as mutually agreed upon.

3. COMPENSATION:

- a. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), or other relevant indices. The request for a change will include as a minimum (1) the cause for this adjustment; (2) proposed effective date; and (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.). Increases are not guaranteed, but will be granted at the discretion of the Purchasing Agent.
- b. Fairfax County agrees to pay the Contractor at the rate of or for a total sum of for services provided. As the Contractor is not a bonafide County employee the parties agree that no deductions for withholding taxes, workman's compensation, insurance, or other fringe benefits will be made and will be the sole responsibility of the Contractor.

4. AUTHORITY:

- a. The Director of the Fairfax County Public Schools Office of Procurement Services ("Purchasing Agent") has the sole responsibility and authority for purchasing supplies, materials, equipment, and services, except as excluded in the Fairfax County Purchasing Resolution. The Purchasing Agent's responsibility and authority includes, but is not limited to, issuing and modifying solicitations, negotiating and executing contracts, and placing purchase orders. In discharging these responsibilities, the Purchasing Agent may be assisted by contract specialists. Unless specifically delegated by the Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made that is contrary to these provisions and authorities shall be of no effect, void, and does not bind the County.

The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this contract is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

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5. **DEFINITIONS:** The term "contract" refers to this standard form contract and any exhibits. Unless otherwise defined in this contract, capitalized terms shall have the meanings defined by the Fairfax County Purchasing Resolution.
6. **INTERPRETATION OF CONTRACT:**
 - a. Any questions pertaining to this contract shall be directed to:

Amber Thaxton, Contract Specialist
Fairfax County Public Schools
Office of Procurement Services
8115 Gatehouse Road
Falls Church, VA 22042
Telephone Number: (571)-423-3586
E-mail: althaxton@fcps.edu
7. **METHOD OF ORDERING:** As requirements arise, authorized individuals may place orders for specific quantities of items covered in this contract. Regardless of the method of ordering used, the contract and any subsequent modifications determine performance time and dates. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed.
8. **INSPECTION AND ACCEPTANCE:** Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
9. **BILLING:** Unless otherwise specified on the contract or purchase order (PO), invoices are to be submitted for each purchase order immediately upon completion of the shipment or services. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.
10. **PAYMENT:**
 - a. Payment will be made after satisfactory performance that is in accordance with all provisions of the contract and upon receipt of a properly completed invoice. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any subsequent modifications.
11. **SHIPPING:** All materials shipped to the County must be shipped F.O.B. destination unless otherwise stated in a subsequent purchase order. The materials must be delivered to the "ship to" address indicated on the purchase order. Fairfax County shall not pay transportation charges unless the Contractor received prior approval from the Purchasing Agent.
12. **TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127.
13. **CONTRACT INSURANCE PROVISIONS:**
 - a. The Contractor shall be responsible for its work and all materials, tools, equipment, appliances, and property of any and all description used in connection with this contract. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.

b. The Contractor shall, during the continuance of all work under the contract maintain the following insurance:

- i. Statutory Workers' Compensation and Employer's Liability with limits of at least \$100,000.
- ii. Commercial General Liability insurance with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate including contractual liability, personal and advertising injury, and products, completed operations coverage.
- iii. Automobile Liability insurance, in the amount of \$1,000,000 Combined Single Limit covering all vehicles operated or in use by the Contractor in the performance of this contract.
- iv. Cyber/Information Technology insurance in the amount of \$1,000,000 per claim and annual aggregate, including coverage for costs of third-party notification, credit monitoring, and fraud protection.

c. Fairfax County Public Schools, the Fairfax County School Board, its officers, and employees shall be included as an additional insured in the Automobile and General Liability policies.

d. Additional Requirements

- i. The Contractor agrees to provide insurance issued by licensed admitted insurance carriers within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI. The Contractor has provided to the County and the County agrees that the Contractor's insurance coverage(s) and carrier satisfies the requirements set forth in this Agreement.
- ii. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from the requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
- iii. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
- iv. Prior to commencement of services and during the term of the contract, the contractor will provide a signed Certificate of Insurance citing the contract number and such coverage as required by this section.
- v. The contractor will secure and maintain all insurance certificates of its subcontractors, if any, which shall be made available to FCPS on demand.

14. INDEMNIFICATION:

- a. General Indemnification. Contractor must indemnify, keep and save harmless, and defend the County, its agents, officials, employees and volunteers against Claims that may accrue or arise against the County as a result of the granting a contract, if the Claim was caused by the negligence or error, or omission, breach of this contract, or wrongful misconduct of the Contractor, its employees, its subcontractor, or its subcontractor's employees. As used in this Section, a Claim includes: injuries, death, damage to property, breach of data security, suits, liabilities, judgments, or costs and expenses. Upon request by the County, the Contractor must at its own expense: appear, defend, and pay all attorney's fees and all costs and other expenses related to the Claim. If, related to a Claim, any judgment is rendered against the County or a settlement reached that requires the County to pay money, the Contractor must at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, does not limit the Contractor's responsibility to indemnify, keep and save harmless, and defend the County as provided in this Contract.

- b. Intellectual Property Indemnification. In addition to the General Indemnification, Contractor will indemnify the County for and defend the County against third-party claims for infringement of any valid United States patent, trademark or copyright by the Contractor's products, software, services, or deliverables. Contractor must indemnify the County for any loss, damage, expense or liability, including costs and reasonable attorney's fees that may result by reason of any such claim.

In the event of a claim covered by this subparagraph, and in addition to all other obligations of Contractor in this Paragraph, Contractor must at its expense and within a reasonable time: (a) obtain a right for the County to continue using such products and software, or allow Contractor to continue performing the Services; (b) modify such products, software, services or deliverables to make them non-infringing; or (c) replace such products or software with a non-infringing equivalent. If, in the Contractor's reasonable opinion, none of the foregoing options is feasible Contractor must immediately notify the County and accept the return of the products, software, services, or deliverables, along with any other components rendered unusable as a result of the infringement or claimed infringement, and refund to the County the price paid to Contractor for such components as well as any pre-paid fees for the allegedly infringing services, including license, subscription fees, or both. Nothing in Paragraph 15, however, relieves the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract related to a third-party infringement claim.

- c. Right to Participate in Defense. The County may, at its sole expense, participate in the defense or resolution of a Claim. Contractor will have primary control of the defense and resolution of the Claim, except when such defense or resolution requires the County to (i) admit liability or wrongdoing; or (ii) to pay money. In either of these cases Contractor must obtain the County's prior written consent before raising such defense or entering into such resolution.
- d. No Indemnification by the County. **The parties agree that under applicable law the County cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this Contract and of no effect.**

15. **CONTRACT ALTERATIONS:** No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or her authorized agent.
16. **CHANGES:** If in the Purchasing Agent's opinion, it becomes proper or necessary in the execution of this contract to make any change in design, or to make any alterations that will increase the expense, the Purchasing Agent shall determine an equitable adjustment to the Contractor's compensation.

No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor are first expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

17. **SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS:** It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign its right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from its obligations or change the terms of the contract.
18. **TERMINATION OF CONTRACTS-** This Contract will remain in force for (i) the full period specified or (ii) until all articles ordered before date of termination, but arriving after the termination date, are satisfactorily delivered, accepted, and any further requirements and conditions are met, unless the Contract is:
- a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.

- b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

19. TERMINATION FOR CONVENIENCE

- a. A contract may be terminated in whole or in part by the County in accordance with this clause whenever the Purchasing Agent determines that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective.
- b. An equitable adjustment in the contract price shall be made by the Purchasing Agent for completed service, but no amount shall be allowed for anticipated profit on unperformed services. Paragraph 20.b shall survive termination of the contract.

20. TERMINATION OF CONTRACT FOR CAUSE-

- a. If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the County has the right to terminate the contract. Any such termination will be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance is terminated and the date upon which termination becomes effective. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become the County's property and the Contractor is entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- b. Termination of the Contract for Cause does not relieve the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

21. GUARANTIES & WARRANTIES:

- a. All guarantees and warranties required shall be furnished by the contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless in conflict with this contract or as otherwise stated, manufacturer's standard warranty applies.
- b. Each party represents and warrants to the other party that: (i) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (ii) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (iii) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (iv) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

22. GENERAL GUARANTY: Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- b. Warrant that when the contract includes a software license, or use of licensed software, the Contractor is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted through the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
- c. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- d. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- e. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, regulations, and policies of the County.

- f. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

23. SERVICE CONTRACT GUARANTY: Contractor agrees to:

- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions of those documents provided that the County may reduce the said services at any time.
- b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- c. Perform all work and services hereunder in strict conformance to all applicable laws, statutes, ordinances, rules, regulations, methods, and procedures.
- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. The County is under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

24. OFFICIALS NOT TO BENEFIT:

- a. Each bidder, offeror or contractor shall certify, upon signing a bid, proposal or contract, that to the best of their knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of their immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. For purposes of this Paragraph, "financial benefit" means any payment, loan, subscription, advance, deposit of money, services personal use rebates or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. If a financial benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that a financial benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the Contractor has failed to disclose a financial benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible financial benefit.
- c. In the event the bidder or offeror has knowledge of financial benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror must disclose such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

25. LICENSE REQUIREMENT: All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: <https://www.fairfaxcounty.gov/taxes/business/understanding-bpol-tax>.

26. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a Fairfax County pursuant to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked

or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

27. **COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
28. **SUPPLIER DIVERSITY:**
- a. In connection with the performance of this contract, the Contractor agrees to use his or her best effort to carry out this policy and to ensure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract. Contractors may rely on oral or written representations by subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation.
 - b. Where Federal grants or monies are involved, it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as they pertain to small and minority business use.
29. **INELIGIBILITY:** Any person or firm suspended or debarred from participation in County procurement will be notified in writing by the County Purchasing Agent, in accordance with Article 5, Section 1 of the Fairfax County Purchasing Resolution.
30. **ORDER OF PRECEDENCE:** In the event of conflict or ambiguity among the contract documents, the order or precedence is as follows: 1) this Standard Contract 4400012424 including Scope of Work and Pricing Schedule; 2) Attachment A - Virginia School Data Privacy Agreement; 3) Attachment B - Confidentiality Provisions Employee Records; 4) Attachment C - Benchmark Education Company LLC's Terms of Use and Privacy Policy; and 5) Amendments to Contract No. 4400012424.

Notwithstanding the foregoing, in the event of any conflict between BEC's Terms of Use and Privacy Policy, and the Virginia School Data Privacy Agreement (Attachment A), regarding student data, then the provisions of the Virginia School Data Privacy Agreement shall prevail.

Notwithstanding the foregoing, in the event of any conflict between BEC's Terms of Use and Privacy Policy, and the Confidentiality Provisions Employee Records (Attachment B) regarding Fairfax County School Board's employee data, then the provisions of the Confidentiality Provisions Employee Records shall prevail.

31. **DELAYS AND SUSPENSIONS:**
- a. The County may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. The County will extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
 - b. If the County does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. The County may extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.

- c. The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

32. CONTRACTUAL DISPUTES:

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the Purchasing Agent, who shall reduce her decision to writing and mail or otherwise forward a copy to the Contractor within ninety (90) days. The decision of the Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the Purchasing Agent's decision on the claim, unless the Purchasing Agent fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

33. LEGAL ACTION-No bidder, offeror, potential bidder or offeror, or Contractor shall institute any legal action until all statutory requirements have been met. In addition to the requirement of the Fairfax County Purchasing Resolution, any contractor that seeks monetary relief or damages from the County must submit its claim to the Board of Supervisors in compliance with Virginia Code § 15.2-1243 through 1249.

34. VENUE: This contract and its terms, including but not limited to, the parties' obligations, the performance due, and the remedies available to each party, are governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflicts of laws, rules, or provisions that would cause the application of any laws other than those of the Commonwealth of Virginia do not apply. Any and all disputes, claims, and causes of action arising out of or in any way connected with this contract or its performance must be brought in the applicable court of Fairfax County, or in the United States District Court for the Eastern District of Virginia, Alexandria Division.

35. COMPLIANCE WITH FEDERAL, STATE, AND COUNTY LAWS: The Contractor will comply with all applicable federal and state laws and with all County ordinances and requirements.

36. HIPAA COMPLIANCE: During the performance of this contract, the Contractor agrees to comply with Article 2, Section 7 of the Fairfax County Purchasing Resolution, as amended. Further information regarding HIPAA compliance is available on the County's website at <http://www.fairfaxcounty.gov/HIPAA>.

37. NON-DISCRIMINATION:

- a. During the performance of this contract, the contractor agrees:
- i. that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- ii. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this provision.

The contractor will include the provisions of paragraphs i, ii, and iii above in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- b. **Fairfax County does not discriminate against faith-based organizations, in accordance with the Code of Virginia, § 2.2-4343.1, or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.**

38. **DRUG FREE WORKPLACE:** During the performance of a contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
39. **AMERICANS WITH DISABILITIES ACT REQUIREMENTS:** Fairfax County Government is fully committed to the federal Americans with Disabilities Act (ADA), which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Acceptance of this contract by the Contractor acknowledges the Contractor's commitment and compliance with ADA.
40. **IMMIGRATION REFORM AND CONTROL ACT:** Contractor agrees that it does not and shall not during the performance of the contract for goods and services in the Commonwealth; knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
41. **VIRGINIA FREEDOM OF INFORMATION ACT-**All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - c. Trade secrets or proprietary information submitted by a bidder, offeror or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
 - d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was

not deemed to be the most advantageous to the County.

- e. The County cannot maintain as confidential any information, data, or records obtainable through the Virginia Freedom of Information or similar law. This includes records or information that have not been properly designated as trade secret or proprietary information pursuant to Va. Code Ann. § 2.2-4342(F).
- f. A bidder or offeror shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line-item prices or total bid, proposal, or prequalification application prices.

42. **AUDIT OF RECORDS-** The parties agree that the County or its agent must have reasonable access to and the right to examine any records of the contractor involving transactions related to the contract or compliance with any clauses thereunder, for a period of three (3) years after final payment. The contractor shall include these same provisions in all related subcontracts. For purposes of this clause, the term "records" includes documents, and papers regardless of whether they are in written form, electronic form, or any other form.

43. **NONVISUAL ACCESS-**All information technology, which is purchased or upgraded by the County under this contract, must comply with the following access standards from the date of purchase or upgrade until the expiration of the Contract:

- a. Effective, interactive control and use of the technology (including the operating system), applications programs, and format of the data presented, shall be readily achievable by nonvisual means;
- b. The technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom the blind or visually impaired individual interacts;
- c. Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and the public; and
- d. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. A covered entity may stipulate additional specifications in any procurement.
- e. Compliance with the nonvisual access standards set out in this Section is not required if the Purchasing Agent determines that (i) the information technology is not available with nonvisual access because the essential elements of the information technology are visual and (ii) nonvisual equivalence is not available.

44. **BACKGROUND CRIMINAL INVESTIGATION/IDENTIFICATION:**

- a. By the signature of its authorized official on this contract, the Contractor certifies that neither the contracting official nor any of the Contractor's employees, agents or subcontractors who will have direct contact with students has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The Contractor agrees to remove from the contract any employee, agent or subcontractor who has been determined by the School Board to be disqualified from service due to such convictions or the failure to truthfully report such convictions.
- b. The Contractor shall immediately notify the FCPS contract administrator if any Contractor or employee of said Contractor providing services under the contract is arrested or indicted as a defendant in Virginia or any other jurisdiction. FCPS reserves the right to require that the employee be suspended from working on the contract until the charge(s) is adjudicated. This requirement does not apply to minor traffic violations, not requiring the appearance of the employee in court, unless the charge includes the illegal possession, distribution, use or influence of drugs or alcohol.
- c. Due to enhanced security measures, Contractor employees/representatives are required to have photo identification and be able to present same upon request. Contractor employees/representatives shall report to the appropriate administrative and/or main office each time a site is visited. All contractors will be required to wear a company picture ID badge, or temporary name tag, issued by the County, clearly visible above the waist. Contractor employees/representatives who arrive at the County/School facility without appropriate identification badges will immediately be dismissed from the job site.
- d. Failure to comply with the above requirements may result in termination of the contract.

45. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

- a. Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information may not receive an award.

SCC Identification Number: 11180340

46. AUTHORITY TO BIND THE COUNTY: As mandated by the Fairfax County Purchasing Resolution, the Parties agree that only the Purchasing Agent may bind the County to contract terms or conditions. Any term or condition involved through an "I agree" click box or other comparable mechanism (i.e., "click wrap" or "brows wrap" agreement) does not bind the County or any County authorized end user to such terms and conditions, unless agreed to or in writing by or on behalf of the Purchasing Agent.

ACCEPTED BY:

DocuSigned by:

0241AEDAC05244A5D4
John Gruber, Executive VP - CFO
Benchmark Education Company, LLC

3/15/2024
Date


Colleen Eddy, Director
Instructional Services, K-12 Curriculum & Instruction

3/19/24
Date


Michelle R. Pratt, Director
Office of Procurement Services

3/26/24
Date

BUSINESS CLASSIFICATION SCHEDULE

DEFINITIONS

Small Business/Organization – is an independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years.

Minority Business – is a business concern that is at least **51%** owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least **51%** of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native America, Eskimo or Aleut.

Woman-Owned Business – A business concern that is at least **51%** 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 company or other entity, at least **51%** 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 who are U.S. citizens or legal resident aliens.

YOU MUST CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING ONE (1) OF THE SIX (6) BOXES IN THE CHART BELOW. This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered work shops, government organizations, partnerships, sole proprietorships, etc.

Examples:

A small business, Asian woman owned, would mark box C on line 2.

A large business, African-American owned, would mark box V on line 3.

A small non-profit would mark box B on line 1.

A large business, publicly traded on NYSE or NASDAQ, would mark box Y on line 1.

Line	SMALL BUSINESS	LARGE BUSINESS	OWNERSHIP
1.	___ B	___ Y	Regardless of Ownership
2.	___ C	___ A	Women-Owned
3.	___ X	___ V	Minority-Owned

NAME OF FIRM: _____

VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION

The contractor:

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

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

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

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

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

SCOPE OF WORK
Elementary (K-6) Language Arts Basal Resources

1. The following products shall be included:

- Benchmark Advance 2022
- Benchmark Adelante 2023
- Benchmark Express
- Benchmark Hello
- Benchmark Alphabet Animal Friends with lap books
- Benchmark Steps to Advance Literacy Solutions
- Benchmark Phonics Interventions
- Benchmark Universe (e-library for elementary)

Benchmark Express, and Benchmark Hello! for elementary level division-wide and intervention products, Benchmark shall:

- Work with FCPS ESOL team or content teams to identify the number of products needed.
- Benchmark may add additional discounts/gratis on student products.
- Ensure professional development will be available and will work directly with teachers.
- Provide an updated schedule with a 1-year cost for students to provide flexible costing year to year based on student numbers.

2. License Term, Conditions, and Pricing

- Subscription Length - Student/Teacher subscriptions will expire on August 1, 2031.
- FCPS shall receive digital updates to current digital versions throughout the life of the contract.
- During the life of the contract, if Benchmark decides to terminate support of the products and/or versions listed; FCPS shall receive 1 for 1 updated products and licenses for the new version/platform that is fully supported by Benchmark.
 - ❖ Updated student consumables shall be provided yearly.
 - ❖ Benchmark shall provide updated print Teacher Resource Systems (TRS) for material changes.

3. Professional Development

Face-to-Face Professional Development o Benchmark to provide face-to-face and virtual professional development as listed on the attached price schedule.

4. Shipping and Handling Instructions

- Materials will be delivered directly to school locations.
- The following shipping instructions will be used for all FCPS orders:
 - F.O.B. Destination
 - Shipments weighing less than 1000 pounds: Ship via UPS using Account #231646 (freight collect/third party bill-to account)
 - Shipments weighing more than 1000 pounds: Ship via FedEx using Account #80899755 Freight (freight collect/third party bill-to account). Call 1.800.874.4723 to arrange pick-up.
 - FCPS will not accept or pay for Freight Prepaid, COD or Interlined shipment(s).

5. Advanced Access for Teachers and Administrators

- Benchmark shall provide teacher access to all product licenses beginning June 1 through August 1, 2031.
- Benchmark shall provide administrator/central access to product licenses for review and planning purposes upon contract execution.
- Delivery of print materials will be made to schools within 4 weeks of receipt of an approved purchase order, except as to 2024 deliveries, including the initial implementation orders.
 - ❖ No deliveries shall be made when there is no staff available to receive.

- ❖ Elementary schools do not have loading docks and deliveries must include inside deliveries, no curbside deliveries.
- For the initial implementation orders for the 2024-2025 school year, FCPS shall provide Benchmark with an estimate of the amount of each product that FCPS will order no later than April 15, 2024.
- For deliveries of print materials in 2024, including the initial implementation orders for the 2024-2025 school, Benchmark and FCPS will meet and mutually agree upon a delivery schedule of print materials. Benchmark shall provide a two percent (2%) discount to FCPS for deliveries made later than 4 weeks from the date agreed upon in the delivery schedule. Beginning January 1, 2025, Benchmark shall provide a two percent (2%) discount to FCPS for deliveries made later than August 1st. FCPS will receive a credit or refund (Late Delivery Days Percent Credit or Refund) based on the cost of the consumables or print classroom kits.
- Student consumables (years 2-7) will be delivered to elementary schools each year of the contract by August 1.

6. **Technology Requirements:**

- Benchmark shall ensure all listed digital products reside on the same digital platform.
- Benchmark shall agree to be compliant with the requirements stated in the Security Architecture Questionnaire (SAQ) and Vendor Agreement Questionnaire (VAQ) documents.
- Integration and Automated Registration - Benchmark to provide secure data integration into each platform via Schoology and Clever
- Data Retention - Benchmark shall destroy all personally identifiable student and staff user data and backups within 60 days, following the end of the contract term.
- Incident Reports - Benchmark shall notify FCPS within 12-24 hours of a security breach and shall resolve the security breach within 24 hours. Benchmark shall also provide detailed RCA/CAP for any incidents. Benchmark shall initiate appropriate available measures designed to contain, mitigate, investigate, and begin remediation of the security breach and any impacted FCPS data following the discovery of the same. Subject to constraints of ongoing investigation and remediation efforts, Benchmark will endeavor to provide FCPS with as much timely, accurate, verified, and up-to-date information regarding the security breach, and specifically, impacts. Also, Benchmark shall provide reasonable and appropriate log information relating to any security breach event and that notification shall be treated as confidential information and shall not be used or disclosed for any other purpose.
- Schoology Integration and Rostering - Benchmark shall provide Schoology Integration LTI 1.3 Advantage with Names and Role Provisioning, Deep Linking, and Grade PassBack.
- ❖ Benchmark shall use Clever for rostering and single sign-on (SSO) during the school year 2024-25.
- ❖ Benchmark shall provide LTI 1.3 Advantage to include Names and Provisioning, Deep Linking, and Grade PassBack services no later than March 2, 2025, and agrees to the following milestones:
 - a. February 21, 2025: Names and Roles Provisioning + Grade PassBack available
 - b. March 20, 2025: Deep linking available.
 - c. May 15, 2025: User acceptance testing has been completed, passes, and verified by FCPS.
 - d. At the date of the School Year configuration is provided by FCPS: LTI 1.3 environment within 5 days after the Schoology Courses are available for the 2025-26 school year. This means that all staff and students who are rostered in the agreed-upon courses will have access to the Benchmark Platform through Schoology. FCPS will confirm that no changes to FCPS' data model, data structure, or supporting division applications have occurred. If changes are to occur in any of the aforementioned data models, data structures, or systems, Benchmark is to be notified immediately, and a minimum of 120 days prior to the anticipated start of the next school year.

- Interoperability - Benchmark shall remain up to date with LTI Standards.
- Accessibility: Benchmark shall maintain accessibility conformance with WCAG 2.1 AA for Benchmark Advance 2022 student-facing content.
- Escalation Plan for Technical Issues – Benchmark shall provide a support structure that includes a defined internal escalation path utilizing a ticket system; to allow progress tracking.
- Support Hours - Benchmark shall provide the following technical support hours and services:
The Customer Technical Support team monitors the ticket queue from 2:00 AM – 7:30 PM Eastern US time. The US-based team works from 8:00 AM – 8:00 PM Eastern. Ticket resolution may happen outside of those hours. Tech support provides the following services:
 - ❖ Dedicated onboarding and rostering consultation and support.
 - ❖ Prioritized ticket management
 - ❖ Dedicated incident management to minimize disruption
 - ❖ Prioritized request management
- Point of Contact
Chuck Tannenbaum - Tech Support Director ctannenbaum@benchmarkeducation.com
Katrina Papaj - Tech Support Lead. kpapaj@benchmarkeducation.com
- Offline Access - Benchmark shall provide offline content via downloadable PDFs and braille documents for accessibility as requested.
- Usage Reports - Benchmark shall provide school and division-level usage reports for teachers and administrators for all platforms at no additional cost.
- Integration and Automation - Benchmark to provide automated integration methods for rostering for secure data integration into each platform at no additional cost.
- Escalation Plan - Benchmark to provide a dedicated Account Executive/Project Manager to escalate technical issues to the escalation team for prompt resolution.
- Updates to both content and technology - Benchmark to provide digital programs that are available 24 hours a day / 7 days a week / 365 days a year and will be serviced free of charge throughout the life of the contract. Benchmark to also provide updates to digital environments in order to support the program and/or platform that will be pushed out during low-traffic times (weekends, extended holiday breaks, and after 10:00 pm ET) with little to no disruption of service to users.
- Student Data Protection - In the case of a suspected security or privacy breach incident, Benchmark will notify FCPS, in writing by email at ITServiceDesk@fcps.edu.
- Maintenance, Upgrades, and Planned Outages: Benchmark shall provide a minimum of 7 days notification of any planned service outage and shall notify ITServiceDesk@fcps.edu by email.

PRICING SCHEDULE

BEC BENCHMARK ADVANCE 2022

PLEASE NOTE:

If the "Digital" column is marked, indicate length of subscription (in years) included with purchase in the "Subscription Length" column

If a bundle is submitted as a line item below, provide comprehensive information describing which items are included in the bundle (use additional documentation if necessary)

If a line item may be offered gratis, indicate that in the "Gratis" column and provide details elsewhere describing terms of discount

Additional documentation can be used to provide more information for line items, if necessary. Please indicate on any additional documentation to which line item it refers.

								Mark all that apply					
Line Item #	FCPS Course Name or Attachment A Language Arts Course List Line Number	ISBN	Textbook Title	Author(s)/ Editor(s)	Edition	Copyright Year	UOM	Print	Digital	Disc	Subscription Length (years)	Contract Price	Gratis (Y/N) provide details
BEC Benchmark Advance 2022 (Virginia Edition) 7-Year 20-Copy Classroom Packages													
1	BEC Benchmark Advance 2022	N/A	BEC Benchmark Advance 2022 (Virginia Edition) Gr. K Classroom Package 20-Students Print and Digital 7-Year (See attached)	Peter Afflerbach, Ph.D.; Wiley Blevins, Ed.M.; René Boyer, Ed.D.; Allison Briceño, Ed.D.; Silvia DortDucque de Reyes, M.A.; Linda Hoyt, M.A.; Adria Klein, Ph.D.; Jeff Zwiens, Ed.D.; Patty McGee, M.Ed.	2022	2022		Y	Y		7	\$4,390	Buy 4, Get 1 Gratis
2	BEC Benchmark Advance 2022	N/A	BEC Benchmark Advance 2022 (Virginia Edition) Gr. 1 Classroom Package 20-Students Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2022	2022		Y	Y		7	\$4,390	Buy 4, Get 1 Gratis
3	BEC Benchmark Advance 2022	N/A	BEC Benchmark Advance 2022 (Virginia Edition) Gr. 2 Classroom Package 20-Students Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2022	2022		Y	Y		7	\$5,435	Buy 4, Get 1 Gratis
4	BEC Benchmark Advance 2022	N/A	BEC Benchmark Advance 2022 (Virginia Edition) Gr. 3 Classroom Package 20-Students Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2022	2022		Y	Y		7	\$5,435	Buy 4, Get 1 Gratis
BEC Benchmark Advance 2022 (Virginia Edition) 7-Year 25-Copy Classroom Packages													
5	BEC Benchmark Advance 2022	9798385337125	BEC Benchmark Advance 2022 (Virginia Edition) Gr. K Classroom Package 25-Students Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2022	2022		Y	Y		7	\$4,640	Buy 4, Get 1 Gratis
6	BEC Benchmark Advance 2022	9798385337132	BEC Benchmark Advance 2022 (Virginia Edition) Gr. 1 Classroom Package 25-Students Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2022	2022		Y	Y		7	\$4,640	Buy 4, Get 1 Gratis
7	BEC Benchmark Advance 2022	9798385337149	BEC Benchmark Advance 2022 (Virginia Edition) Gr. 2 Classroom Package 25-Students Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2022	2022		Y	Y		7	\$5,520	Buy 4, Get 1 Gratis
8	BEC Benchmark Advance 2022	9798385337156	BEC Benchmark Advance 2022 (Virginia Edition) Gr. 3 Classroom Package 25-Students Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2022	2022		Y	Y		7	\$5,520	Buy 4, Get 1 Gratis
9	BEC Benchmark Advance 2022	9798385337163	BEC Benchmark Advance 2022 (Virginia Edition) Gr. 4 Classroom Package 25-Students Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2022	2022		Y	Y		7	\$5,520	Buy 4, Get 1 Gratis
10	BEC Benchmark Advance 2022	9798385337170	BEC Benchmark Advance 2022 (Virginia Edition) Gr. 5 Classroom Package 25-Students Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2022	2022		Y	Y		7	\$5,520	Buy 4, Get 1 Gratis
11	BEC Benchmark Advance 2022	9798385337187	BEC Benchmark Advance 2022 (Virginia Edition) Gr. 6 Classroom Package 25-Students Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2022	2022		Y	Y		7	\$5,520	Buy 4, Get 1 Gratis
BEC Benchmark Advance 2022 (Virginia Edition) 7-Year 30-Copy Classroom Packages													
12	BEC Benchmark Advance 2022	9798385337613	BEC Benchmark Advance 2022 (Virginia Edition) Gr. K Classroom Package 30-Students Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2022	2022		Y	Y		7	\$4,885	Buy 4, Get 1 Gratis
13	BEC Benchmark Advance 2022	9798385337620	BEC Benchmark Advance 2022 (Virginia Edition) Gr. 1 Classroom Package 30-Students Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2022	2022		Y	Y		7	\$4,885	Buy 4, Get 1 Gratis
14	BEC Benchmark Advance 2022	9798385337637	BEC Benchmark Advance 2022 (Virginia Edition) Gr. 2 Classroom Package 30-Students Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2022	2022		Y	Y		7	\$5,610	Buy 4, Get 1 Gratis
15	BEC Benchmark Advance 2022	9798385337644	BEC Benchmark Advance 2022 (Virginia Edition) Gr. 3 Classroom Package 30-Students Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2022	2022		Y	Y		7	\$5,610	Buy 4, Get 1 Gratis
16	BEC Benchmark Advance 2022	9798385337651	BEC Benchmark Advance 2022 (Virginia Edition) Gr. 4 Classroom Package 30-Students Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2022	2022		Y	Y		7	\$5,610	Buy 4, Get 1 Gratis
17	BEC Benchmark Advance 2022	9798385337668	BEC Benchmark Advance 2022 (Virginia Edition) Gr. 5 Classroom Package 30-Students Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2022	2022		Y	Y		7	\$5,610	Buy 4, Get 1 Gratis
18	BEC Benchmark Advance 2022	9798385337675	BEC Benchmark Advance 2022 (Virginia Edition) Gr. 6 Classroom Package 30-Students Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2022	2022		Y	Y		7	\$5,610	Buy 4, Get 1 Gratis
BEC Benchmark Advance 2022 (Virginia Edition) 7-Year 35-Copy Classroom Packages													
19	BEC Benchmark Advance 2022	N/A	BEC Benchmark Advance 2022 (Virginia Edition) Gr. 4 Classroom Package 35-Students Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2022	2022		Y	Y		7	\$5,700	Buy 4, Get 1 Gratis

20	BEC Benchmark Advance 2022	N/A	BEC Benchmark Advance 2022 (Virginia Edition) Gr. 5 Classroom Package 35-Students Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2022	2022	Y	Y	7	\$5,700	Buy 4, Get 1 Gratis
21	BEC Benchmark Advance 2022	N/A	BEC Benchmark Advance 2022 (Virginia Edition) Gr. 6 Classroom Package 35-Students Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2022	2022	Y	Y	7	\$5,700	Buy 4, Get 1 Gratis
BEC Benchmark Advance 2022 (Virginia Edition) 7-Year Teacher Classroom Packages without Consumables											
22	BEC Benchmark Advance 2022	N/A	BEC Benchmark Advance 2022 (Virginia Edition) Gr. K Teacher Classroom Package without Consumables Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2022	2022	Y	Y	7	\$3,765	Buy 4, Get 1 Gratis
23	BEC Benchmark Advance 2022	N/A	BEC Benchmark Advance 2022 (Virginia Edition) Gr. 1 Teacher Classroom Package without Consumables Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2022	2022	Y	Y	7	\$3,765	Buy 4, Get 1 Gratis
24	BEC Benchmark Advance 2022	N/A	BEC Benchmark Advance 2022 (Virginia Edition) Gr. 2 Teacher Classroom Package without Consumables Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2022	2022	Y	Y	7	\$4,050	Buy 4, Get 1 Gratis
25	BEC Benchmark Advance 2022	N/A	BEC Benchmark Advance 2022 (Virginia Edition) Gr. 3 Teacher Classroom Package without Consumables Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2022	2022	Y	Y	7	\$4,050	Buy 4, Get 1 Gratis
26	BEC Benchmark Advance 2022	N/A	BEC Benchmark Advance 2022 (Virginia Edition) Gr. 4 Teacher Classroom Package without Consumables Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2022	2022	Y	Y	7	\$4,050	Buy 4, Get 1 Gratis
27	BEC Benchmark Advance 2022	N/A	BEC Benchmark Advance 2022 (Virginia Edition) Gr. 5 Teacher Classroom Package without Consumables Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2022	2022	Y	Y	7	\$4,050	Buy 4, Get 1 Gratis
28	BEC Benchmark Advance 2022	N/A	BEC Benchmark Advance 2022 (Virginia Edition) Gr. 6 Teacher Classroom Package without Consumables Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2022	2022	Y	Y	7	\$4,050	Buy 4, Get 1 Gratis
BEC Benchmark Advance 2022 Teacher Resource System (Teacher Edition)											
29	BEC Benchmark Advance 2022	N/A	BEC Benchmark Advance 2022 Gr. K Teacher Resource System (Teacher Edition) Print	Peter Afflerbach et al.	2022	2022	Y			\$399	Buy 4, Get 1 Gratis
30	BEC Benchmark Advance 2022	N/A	BEC Benchmark Advance 2022 Gr. 1 Teacher Resource System (Teacher Edition) Print	Peter Afflerbach et al.	2022	2022	Y			\$399	Buy 4, Get 1 Gratis
31	BEC Benchmark Advance 2022	N/A	BEC Benchmark Advance 2022 Gr. 2 Teacher Resource System (Teacher Edition) Print	Peter Afflerbach et al.	2022	2022	Y			\$399	Buy 4, Get 1 Gratis
32	BEC Benchmark Advance 2022	N/A	BEC Benchmark Advance 2022 Gr. 3 Teacher Resource System (Teacher Edition) Print	Peter Afflerbach et al.	2022	2022	Y			\$399	Buy 4, Get 1 Gratis
33	BEC Benchmark Advance 2022	N/A	BEC Benchmark Advance 2022 Gr. 4 Teacher Resource System (Teacher Edition) Print	Peter Afflerbach et al.	2022	2022	Y			\$399	Buy 4, Get 1 Gratis
34	BEC Benchmark Advance 2022	N/A	BEC Benchmark Advance 2022 Gr. 5 Teacher Resource System (Teacher Edition) Print	Peter Afflerbach et al.	2022	2022	Y			\$399	Buy 4, Get 1 Gratis
35	BEC Benchmark Advance 2022	N/A	BEC Benchmark Advance 2022 Gr. 6 Teacher Resource System (Teacher Edition) Print	Peter Afflerbach et al.	2022	2022	Y			\$399	Buy 4, Get 1 Gratis
BEC Benchmark Advance 2022 7-Year 3-Copy Consumable Sets											
36	BEC Benchmark Advance 2022	N/A	BEC Benchmark Advance 2022 Gr. K 5-Copy Consumable Set 7-Year	Peter Afflerbach et al.	2022	2022	Y			\$700	Buy 4, Get 1 Gratis
37	BEC Benchmark Advance 2022	N/A	BEC Benchmark Advance 2022 Gr. 1 5-Copy Consumable Set 7-Year	Peter Afflerbach et al.	2022	2022	Y			\$700	Buy 4, Get 1 Gratis
38	BEC Benchmark Advance 2022	N/A	BEC Benchmark Advance 2022 Gr. 2 5-Copy Consumable Set 7-Year	Peter Afflerbach et al.	2022	2022	Y			\$700	Buy 4, Get 1 Gratis
39	BEC Benchmark Advance 2022	N/A	BEC Benchmark Advance 2022 Gr. 3 5-Copy Consumable Set 7-Year	Peter Afflerbach et al.	2022	2022	Y			\$700	Buy 4, Get 1 Gratis
40	BEC Benchmark Advance 2022	N/A	BEC Benchmark Advance 2022 Gr. 4 5-Copy Consumable Set 7-Year	Peter Afflerbach et al.	2022	2022	Y			\$700	Buy 4, Get 1 Gratis
41	BEC Benchmark Advance 2022	N/A	BEC Benchmark Advance 2022 Gr. 5 5-Copy Consumable Set 7-Year	Peter Afflerbach et al.	2022	2022	Y			\$700	Buy 4, Get 1 Gratis

42	BEC Benchmark Advance 2022	N/A	BEC Benchmark Advance 2022 Gr. 6 5-Copy Consumable Set 7-Year	Peter Afflerbach et al.	2022	2022		Y					\$700	Buy 4, Get 1 Gratis
Gratis Materials														
43	Assess 360	N/A	Assess 360 per Student 7-Year Digital	N/A	N/A	N/A			Y			7	\$100	Gratis per student
44	BEC Benchmark Advance Take Home Decodables	9781667771 137	Black and White BEC Decodables Gr. K Take Home Book 25-Copy Set - 39-Titles Consumables 7-Year	Peter Afflerbach et al.	2022	2022		Y	Y			7	\$1,365	Gratis set provided per classroom
45	BEC Benchmark Advance Take Home Decodables	9781667771 151	Black and White BEC Decodables Gr. 1 Take Home Book 25-Copy Set - 72-Titles Consumables 7-Year	Peter Afflerbach et al.	2022	2022		Y	Y			7	\$2,520	Gratis set provided per classroom
46	Dynamite Decodables	9781667778 167	Black and White Dynamite Decodables Gr. 2 Take Home Books 25-Copy Set Consumables 7-Year	Peter Afflerbach et al.	2022	2022		Y	Y			7	\$1,785	Gratis set provided per classroom
47	Dynamite Decodables	9781667771 885	Dynamite Decodables Gr. 2 Complete 6-Pack Set - 34 Titles	Peter Afflerbach et al.	2022	2022		Y	Y			7	\$1,365	Gratis set provided per classroom
48	PD	N/A	Implementation PD	N/A	N/A	N/A		N/A	N/A			N/A	\$3,100	850 Gratis PD Days (See PD plan and cover letter)
49	Author PD	N/A	Author PD	N/A	N/A	N/A		N/A	N/A			N/A	\$4,500	3 Gratis Author Days with Dr. Wiley Blevins (See PD plan and cover letter)
50	Demonstration PD	N/A	Demonstration PD	N/A	N/A	N/A		N/A	N/A			N/A	\$3,900	18 Gratis Demonstration PD days (See PD plan and cover letter)
51	Wiley Blevins Meaningful Phonics	N/A	BEC Academy Meaningful Phonics Courses (Teacher) 7-Year Digital	Peter Afflerbach et al.	2022	2022		N/A	Y			7	\$1,925	Gratis per teacher

BEC BENCHMARK ADELANTE 2023

PLEASE NOTE:

If the "Digital" column is marked, indicate length of subscription (in years) included with purchase in the "Subscription Length" column

If a bundle is submitted as a line item below, provide comprehensive information describing which items are included in the bundle (use additional documentation if necessary)

If a line item may be offered gratis, indicate that in the "Gratis" column and provide details elsewhere describing terms of discount

Additional documentation can be used to provide more information for line items, if necessary. Please indicate on any additional documentation to which line item it refers.

Line Item #	FCPS Course Name or Attachment A Language Arts Course List Line Number	ISBN	Textbook Title	Author(s)/ Editor(s)	Edition	Copyright Year	UOM	Mark all that apply			Subscription Length (years)	Contract Price	Gratis (Y/N) provide details
								Print	Digital	Disc			
BEC Benchmark Adelante 2023 (Virginia Edition) 7-Year 20-Copy Classroom Packages													
1	BEC Benchmark Adelante 2023	N/A	BEC Benchmark Adelante 2023 (Virginia Edition) Gr. K Classroom Package 20-Students Print and Digital 7-Year (See attached)	Peter Afflerbach, Ph.D.; Wiley Blevins, Ed.M.; René Boyer, Ed.D.; Allison Briceño, Ed.D.; Silvia DortDucque de Reyes, M.A.; Linda Hoyt, M.A.; Adria Klein, Ph.D.; Jeff Zwiers, Ed.D.; Patty McGee, M.Ed.	2023	2023		Y	Y		7	\$4,830	Buy 4, Get 1 Gratis
2	BEC Benchmark Adelante 2023	N/A	BEC Benchmark Adelante 2023 (Virginia Edition) Gr. 1 Classroom Package 20-Students Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2023	2023		Y	Y		7	\$4,830	Buy 4, Get 1 Gratis
3	BEC Benchmark Adelante 2023	N/A	BEC Benchmark Adelante 2023 (Virginia Edition) Gr. 2 Classroom Package 20-Students Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2023	2023		Y	Y		7	\$5,980	Buy 4, Get 1 Gratis
4	BEC Benchmark Adelante 2023	N/A	BEC Benchmark Adelante 2023 (Virginia Edition) Gr. 3 Classroom Package 20-Students Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2023	2023		Y	Y		7	\$5,980	Buy 4, Get 1 Gratis
BEC Benchmark Adelante 2023 (Virginia Edition) 7-Year 25-Copy Classroom Packages													
5	BEC Benchmark Adelante 2023	9798385337 125	BEC Benchmark Adelante 2023 (Virginia Edition) Gr. K Classroom Package 25-Students Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2023	2023		Y	Y		7	\$5,105	Buy 4, Get 1 Gratis
6	BEC Benchmark Adelante 2023	9798385337 132	BEC Benchmark Adelante 2023 (Virginia Edition) Gr. 1 Classroom Package 25-Students Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2023	2023		Y	Y		7	\$5,105	Buy 4, Get 1 Gratis
7	BEC Benchmark Adelante 2023	9798385337 149	BEC Benchmark Adelante 2023 (Virginia Edition) Gr. 2 Classroom Package 25-Students Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2023	2023		Y	Y		7	\$6,070	Buy 4, Get 1 Gratis
8	BEC Benchmark Adelante 2023	9798385337 156	BEC Benchmark Adelante 2023 (Virginia Edition) Gr. 3 Classroom Package 25-Students Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2023	2023		Y	Y		7	\$6,070	Buy 4, Get 1 Gratis
9	BEC Benchmark Adelante 2023	9798385337 163	BEC Benchmark Adelante 2023 (Virginia Edition) Gr. 4 Classroom Package 25-Students Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2023	2023		Y	Y		7	\$6,070	Buy 4, Get 1 Gratis
10	BEC Benchmark Adelante 2023	9798385337 170	BEC Benchmark Adelante 2023 (Virginia Edition) Gr. 5 Classroom Package 25-Students Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2023	2023		Y	Y		7	\$6,070	Buy 4, Get 1 Gratis
11	BEC Benchmark Adelante 2023	9798385337 187	BEC Benchmark Adelante 2023 (Virginia Edition) Gr. 6 Classroom Package 25-Students Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2023	2023		Y	Y		7	\$6,070	Buy 4, Get 1 Gratis
BEC Benchmark Adelante 2023 (Virginia Edition) 7-Year 30-Copy Classroom Packages													
12	BEC Benchmark Adelante 2023	9798385337 613	BEC Benchmark Adelante 2023 (Virginia Edition) Gr. K Classroom Package 30-Students Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2023	2023		Y	Y		7	\$5,375	Buy 4, Get 1 Gratis
13	BEC Benchmark Adelante 2023	9798385337 620	BEC Benchmark Adelante 2023 (Virginia Edition) Gr. 1 Classroom Package 30-Students Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2023	2023		Y	Y		7	\$5,375	Buy 4, Get 1 Gratis
14	BEC Benchmark Adelante 2023	9798385337 637	BEC Benchmark Adelante 2023 (Virginia Edition) Gr. 2 Classroom Package 30-Students Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2023	2023		Y	Y		7	\$6,170	Buy 4, Get 1 Gratis
15	BEC Benchmark Adelante 2023	9798385337 644	BEC Benchmark Adelante 2023 (Virginia Edition) Gr. 3 Classroom Package 30-Students Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2023	2023		Y	Y		7	\$6,170	Buy 4, Get 1 Gratis
16	BEC Benchmark Adelante 2023	9798385337 651	BEC Benchmark Adelante 2023 (Virginia Edition) Gr. 4 Classroom Package 30-Students Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2023	2023		Y	Y		7	\$6,170	Buy 4, Get 1 Gratis
17	BEC Benchmark Adelante 2023	9798385337 668	BEC Benchmark Adelante 2023 (Virginia Edition) Gr. 5 Classroom Package 30-Students Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2023	2023		Y	Y		7	\$6,170	Buy 4, Get 1 Gratis
18	BEC Benchmark Adelante 2023	9798385337 675	BEC Benchmark Adelante 2023 (Virginia Edition) Gr. 6 Classroom Package 30-Students Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2023	2023		Y	Y		7	\$6,170	Buy 4, Get 1 Gratis
BEC Benchmark Adelante 2023 (Virginia Edition) 7-Year 35-Copy Classroom Packages													
19	BEC Benchmark Adelante 2023	N/A	BEC Benchmark Adelante 2023 (Virginia Edition) Gr. 4 Classroom Package 35-Students Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2023	2023		Y	Y		7	\$6,270	Buy 4, Get 1 Gratis
20	BEC Benchmark Adelante 2023	N/A	BEC Benchmark Adelante 2023 (Virginia Edition) Gr. 5 Classroom Package 35-Students Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2023	2023		Y	Y		7	\$6,270	Buy 4, Get 1 Gratis

21	BEC Benchmark Adelante 2023	N/A	BEC Benchmark Adelante 2023 (Virginia Edition) Gr. 6 Classroom Package 35-Students Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2023	2023	Y	Y	7	\$6,270	Buy 4, Get 1 Gratis
BEC Benchmark Adelante 2023 (Virginia Edition) 7-Year Teacher Classroom Packages without Consumables											
22	BEC Benchmark Adelante 2023	N/A	BEC Benchmark Adelante 2023 (Virginia Edition) Gr. K Teacher Classroom Package without Consumables Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2023	2023	Y	Y	7	\$4,140	Buy 4, Get 1 Gratis
23	BEC Benchmark Adelante 2023	N/A	BEC Benchmark Adelante 2023 (Virginia Edition) Gr. 1 Teacher Classroom Package without Consumables Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2023	2023	Y	Y	7	\$4,140	Buy 4, Get 1 Gratis
24	BEC Benchmark Adelante 2023	N/A	BEC Benchmark Adelante 2023 (Virginia Edition) Gr. 2 Teacher Classroom Package without Consumables Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2023	2023	Y	Y	7	\$4,455	Buy 4, Get 1 Gratis
25	BEC Benchmark Adelante 2023	N/A	BEC Benchmark Adelante 2023 (Virginia Edition) Gr. 3 Teacher Classroom Package without Consumables Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2023	2023	Y	Y	7	\$4,455	Buy 4, Get 1 Gratis
26	BEC Benchmark Adelante 2023	N/A	BEC Benchmark Adelante 2023 (Virginia Edition) Gr. 4 Teacher Classroom Package without Consumables Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2023	2023	Y	Y	7	\$4,455	Buy 4, Get 1 Gratis
27	BEC Benchmark Adelante 2023	N/A	BEC Benchmark Adelante 2023 (Virginia Edition) Gr. 5 Teacher Classroom Package without Consumables Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2023	2023	Y	Y	7	\$4,455	Buy 4, Get 1 Gratis
28	BEC Benchmark Adelante 2023	N/A	BEC Benchmark Adelante 2023 (Virginia Edition) Gr. 6 Teacher Classroom Package without Consumables Print and Digital 7-Year (See attached)	Peter Afflerbach et al.	2023	2023	Y	Y	7	\$4,455	Buy 4, Get 1 Gratis
BEC Benchmark Adelante 2023 Teacher Resource System (Teacher Edition)											
29	BEC Benchmark Adelante 2023	N/A	BEC Benchmark Adelante 2023 Gr. K Teacher Resource System (Teacher Edition) Print	Peter Afflerbach et al.	2023	2023	Y			\$439	Buy 4, Get 1 Gratis
30	BEC Benchmark Adelante 2023	N/A	BEC Benchmark Adelante 2023 Gr. 1 Teacher Resource System (Teacher Edition) Print	Peter Afflerbach et al.	2023	2023	Y			\$439	Buy 4, Get 1 Gratis
31	BEC Benchmark Adelante 2023	N/A	BEC Benchmark Adelante 2023 Gr. 2 Teacher Resource System (Teacher Edition) Print	Peter Afflerbach et al.	2023	2023	Y			\$439	Buy 4, Get 1 Gratis
32	BEC Benchmark Adelante 2023	N/A	BEC Benchmark Adelante 2023 Gr. 3 Teacher Resource System (Teacher Edition) Print	Peter Afflerbach et al.	2023	2023	Y			\$439	Buy 4, Get 1 Gratis
33	BEC Benchmark Adelante 2023	N/A	BEC Benchmark Adelante 2023 Gr. 4 Teacher Resource System (Teacher Edition) Print	Peter Afflerbach et al.	2023	2023	Y			\$439	Buy 4, Get 1 Gratis
34	BEC Benchmark Adelante 2023	N/A	BEC Benchmark Adelante 2023 Gr. 5 Teacher Resource System (Teacher Edition) Print	Peter Afflerbach et al.	2023	2023	Y			\$439	Buy 4, Get 1 Gratis
35	BEC Benchmark Adelante 2023	N/A	BEC Benchmark Adelante 2023 Gr. 6 Teacher Resource System (Teacher Edition) Print	Peter Afflerbach et al.	2023	2023	Y			\$439	Buy 4, Get 1 Gratis
BEC Benchmark Adelante 2023 7-Year 5-Copy Consumable Sets											
36	BEC Benchmark Adelante 2023	N/A	BEC Benchmark Adelante 2023 Gr. K 5-Copy Consumable Set 7-Year	Peter Afflerbach et al.	2023	2023	Y			\$840	Buy 4, Get 1 Gratis
37	BEC Benchmark Adelante 2023	N/A	BEC Benchmark Adelante 2023 Gr. 1 5-Copy Consumable Set 7-Year	Peter Afflerbach et al.	2023	2023	Y			\$840	Buy 4, Get 1 Gratis
38	BEC Benchmark Adelante 2023	N/A	BEC Benchmark Adelante 2023 Gr. 2 5-Copy Consumable Set 7-Year	Peter Afflerbach et al.	2023	2023	Y			\$840	Buy 4, Get 1 Gratis
39	BEC Benchmark Adelante 2023	N/A	BEC Benchmark Adelante 2023 Gr. 3 5-Copy Consumable Set 7-Year	Peter Afflerbach et al.	2023	2023	Y			\$840	Buy 4, Get 1 Gratis
40	BEC Benchmark Adelante 2023	N/A	BEC Benchmark Adelante 2023 Gr. 4 5-Copy Consumable Set 7-Year	Peter Afflerbach et al.	2023	2023	Y			\$840	Buy 4, Get 1 Gratis
41	BEC Benchmark Adelante 2023	N/A	BEC Benchmark Adelante 2023 Gr. 5 5-Copy Consumable Set 7-Year	Peter Afflerbach et al.	2023	2023	Y			\$840	Buy 4, Get 1 Gratis
42	BEC Benchmark Adelante 2023	N/A	BEC Benchmark Adelante 2023 Gr. 6 5-Copy Consumable Set 7-Year	Peter Afflerbach et al.	2023	2023	Y			\$840	Buy 4, Get 1 Gratis

43	BEC Benchmark Adelante Take Home Decodables	9781667781174	BEC Mis libritos de fonética Gr. K Take Home Books 25-Copy Set Consumables 7-Year	Peter Afflerbach et al.	2023	2023		Y	Y		7	\$1,155	Gratis set provided per classroom
44	BEC Benchmark Adelante Take Home Decodables	9781667781242	BEC Mis libritos de fonética Gr. 1 Take Home Books 25-Copy Set Consumables 7-Year	Peter Afflerbach et al.	2023	2023		Y	Y		7	\$1,155	Gratis set provided per classroom
45	PD	N/A	Implementation PD	N/A	N/A	N/A		N/A	N/A		N/A	\$3,100	Gratis Quantity to be Confirmed
46	Author PD	N/A	Author PD	N/A	N/A	N/A		N/A	N/A		N/A	\$4,500	1 Author Day Provided with Silvia Reyes
47	Demonstration PD	N/A	Demonstration PD	N/A	N/A	N/A		N/A	N/A		N/A	\$3,900	Gratis Quantity to be Confirmed

READY TO ADVANCE

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Additional documentation can be used to provide more information for line items, if necessary. Please indicate on any additional documentation to which line item it refers.

Additional documentation can be used to provide more information for this item, if necessary. Please insert any additional documentation in this column.								Mark all that apply			Subscription Length (years)	Contract Price	Gratis (Y/N) provide details
Line Item #	FCPS Course Name or Attachment A Language Arts Course List Line Number	ISBN	Textbook Title	Author(s)/ Editor(s)	Edition	Copyright Year	UOM	Print	Digital	Disc			
Ready to Advance 2022 7-Year													
1	Ready to Advance 2022	9781667700953	Ready to Advance 2022 Early Learning Gr. Pre-K 20-Copy Deluxe Classroom with Foundational Learning Print and Digital 7-Year	Peter Afflerbach, Ph.D.; Wiley Blevins, Ed.M.; René Boyer, Ed.D.; Allison Briceño, Ed.D.; Silvia DortDuke de Reyes, M.A.; Linda Hoyt, M.A.; Adria Klein, Ph.D.; Jeff Zwiens, Ed.D.; Patty McGee, M.Ed.	2022	2022		Y	Y		7	\$5,275	Buy 4, Get 1 Gratis
2	Ready to Advance 2022	9781078693912	Ready to Advance 2022 Early Learning Gr. Pre-K 20-Copy Deluxe Classroom Print and Digital 7-Year	Peter Afflerbach et al.	2022	2022		Y	Y		7	\$4,675	Buy 4, Get 1 Gratis
3	Ready to Advance 2022	9781078693998	Ready to Advance 2022 Early Learning Gr. Pre-K 20-Copy Classroom Print and Digital 7-Year	Peter Afflerbach et al.	2022	2022		Y	Y		7	\$4,575	Buy 4, Get 1 Gratis
4	Ready to Advance 2022	9781078694070	Ready to Advance 2022 Early Learning Gr. Pre-K Teacher Classroom without Consumables Print and Digital 7-Year	Peter Afflerbach et al.	2022	2022		Y	Y		7	\$4,475	Buy 4, Get 1 Gratis
5	Ready to Advance 2022	9781078694353	Ready to Advance 2022 Foundational Learning Print Package	Peter Afflerbach et al.	2022	2022		Y				\$675	Buy 4, Get 1 Gratis
6	Ready to Advance 2022	9781078694339	Ready to Advance 2022 Teacher Resources (Teacher Edition) Print Package	Peter Afflerbach et al.	2022	2022		Y				\$600	Buy 4, Get 1 Gratis
7	Ready to Advance 2022	9781078632843	Ready to Advance 2022 Early Learning Units 1-10 5-Copy Set Consumables 7-Year	Peter Afflerbach et al.	2022	2022		Y				\$350	Buy 4, Get 1 Gratis
Listos y Adelante 2022 7-Year													
8	9781667701035	9781078693912	Listos y Adelante 2022 Gr. Pre-K 20-Copy Early Learning Deluxe Classroom with Foundational Learning Print and Digital 7-Year	Peter Afflerbach et al.	2022	2022		Y	Y		7	\$5,805	Buy 4, Get 1 Gratis
9	Listos y Adelante 2022	9781078694155	Listos y Adelante 2022 Gr. Pre-K 20-Copy Early Learning Deluxe Classroom Print and Digital 7-Year	Peter Afflerbach et al.	2022	2022		Y	Y		7	\$5,135	Buy 4, Get 1 Gratis
10	Listos y Adelante 2022	9781078694230	Listos y Adelante 2022 Gr. Pre-K 20-Copy Early Learning Classroom Print and Digital 7-Year	Peter Afflerbach et al.	2022	2022		Y	Y		7	\$5,035	Buy 4, Get 1 Gratis
11	Listos y Adelante 2022	9781078694315	Listos y Adelante 2022 Early Learning Gr. Pre-K Teacher Classroom without Consumables Print and Digital 7-Year	Peter Afflerbach et al.	2022	2022		Y	Y		7	\$4,935	Buy 4, Get 1 Gratis
12	Listos y Adelante 2022	9781078694360	Listos y Adelante 2022 Foundational Learning Print Package	Peter Afflerbach et al.	2022	2022		Y				\$745	Buy 4, Get 1 Gratis
13	Listos y Adelante 2022	9781078694346	Listos y Adelante 2022 Teacher Resources (Teacher Edition) Print Package	Peter Afflerbach et al.	2022	2022		Y				\$600	Buy 4, Get 1 Gratis
14	Listos y Adelante 2022	9781078638425	Listos y Adelante 2022 Early Learning Units 1-10 5-Copy Set Consumables 7-Year	Peter Afflerbach et al.	2022	2022		Y				\$385	Buy 4, Get 1 Gratis
Gratis Materials													
15	PD	N/A	Implementation PD	N/A	N/A	N/A		N/A	N/A		N/A	\$3,100	Gratis Quantity to be Confirmed

EXPRESS!

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Line Item #	FCPS Course Name or Attachment A Language Arts Course List Line Number	ISBN	Textbook Title	Author(s)/ Editor(s)	Edition	Copyright Year	UOM	Mark all that apply			Subscription Length (years)	Contract Price	Gratis (Y/N) provide details
								Print	Digital	Disc			
Express! Teacher Packages 7-Year Print and Digital													
1	Express!	9781667780009	Express! Asset-based Access to English Gr. K Teacher Package Print and Digital 7-Year	Silvia Dorta-Duque de Reyes	2023	2023		Y	Y		7	\$925	Buy 4, Get 1 Gratis
2	Express!	9781667780016	Express! Asset-based Access to English Gr. 1 Teacher Package Print and Digital 7-Year	Silvia Dorta-Duque de Reyes	2023	2023		Y	Y		7	\$925	Buy 4, Get 1 Gratis
3	Express!	9781667780023	Express! Asset-based Access to English Gr. 2 Teacher Package Print and Digital 7-Year	Silvia Dorta-Duque de Reyes	2023	2023		Y	Y		7	\$925	Buy 4, Get 1 Gratis
4	Express!	9781667780030	Express! Asset-based Access to English Gr. 3 Teacher Package Print and Digital 7-Year	Silvia Dorta-Duque de Reyes	2023	2023		Y	Y		7	\$925	Buy 4, Get 1 Gratis
5	Express!	9781667780047	Express! Asset-based Access to English Gr. 4 Teacher Package Print and Digital 7-Year	Silvia Dorta-Duque de Reyes	2023	2023		Y	Y		7	\$925	Buy 4, Get 1 Gratis
6	Express!	9781667780054	Express! Asset-based Access to English Gr. 5 Teacher Package Print and Digital 7-Year	Silvia Dorta-Duque de Reyes	2023	2023		Y	Y		7	\$925	Buy 4, Get 1 Gratis
7	Express!	9781667780061	Express! Asset-based Access to English Gr. 6 Teacher Package Print and Digital 7-Year	Silvia Dorta-Duque de Reyes	2023	2023		Y	Y		7	\$925	Buy 4, Get 1 Gratis
Express! Single Student Packages 7-Year Print and Digital													
9	Express!	9781667779935	Express! Asset-based Access to English Gr. K Student Package Print and Digital 7-Year	Silvia Dorta-Duque de Reyes	2023	2023		Y	Y		7	\$375	Buy 2, Get 1 Gratis
10	Express!	9781667779942	Express! Asset-based Access to English Gr. 1 Student Package Print and Digital 7-Year	Silvia Dorta-Duque de Reyes	2023	2023		Y	Y		7	\$375	Buy 2, Get 1 Gratis
11	Express!	9781667779959	Express! Asset-based Access to English Gr. 2 Student Package Print and Digital 7-Year	Silvia Dorta-Duque de Reyes	2023	2023		Y	Y		7	\$375	Buy 2, Get 1 Gratis
12	Express!	9781667779966	Express! Asset-based Access to English Gr. 3 Student Package Print and Digital 7-Year	Silvia Dorta-Duque de Reyes	2023	2023		Y	Y		7	\$375	Buy 2, Get 1 Gratis
13	Express!	9781667779973	Express! Asset-based Access to English Gr. 4 Student Package Print and Digital 7-Year	Silvia Dorta-Duque de Reyes	2023	2023		Y	Y		7	\$375	Buy 2, Get 1 Gratis
14	Express!	9781667779980	Express! Asset-based Access to English Gr. 5 Student Package Print and Digital 7-Year	Silvia Dorta-Duque de Reyes	2023	2023		Y	Y		7	\$375	Buy 2, Get 1 Gratis
15	Express!	9781667779997	Express! Asset-based Access to English Gr. 6 Student Package Print and Digital 7-Year	Silvia Dorta-Duque de Reyes	2023	2023		Y	Y		7	\$375	Buy 2, Get 1 Gratis
Express! Teacher Packages 1-Year Print and Digital													
16	Express!	9781667776118	Express! Asset-based Access to English Gr. K Teacher Package Print and Digital 1-Year	Silvia Dorta-Duque de Reyes	2023	2023		Y	Y		1	\$470	Buy 4, Get 1 Gratis
17	Express!	9781667776125	Express! Asset-based Access to English Gr. 1 Teacher Package Print and Digital 1-Year	Silvia Dorta-Duque de Reyes	2023	2023		Y	Y		1	\$470	Buy 4, Get 1 Gratis
18	Express!	9781667776132	Express! Asset-based Access to English Gr. 2 Teacher Package Print and Digital 1-Year	Silvia Dorta-Duque de Reyes	2023	2023		Y	Y		1	\$470	Buy 4, Get 1 Gratis
19	Express!	9781667776149	Express! Asset-based Access to English Gr. 3 Teacher Package Print and Digital 1-Year	Silvia Dorta-Duque de Reyes	2023	2023		Y	Y		1	\$470	Buy 4, Get 1 Gratis
20	Express!	9781667776156	Express! Asset-based Access to English Gr. 4 Teacher Package Print and Digital 1-Year	Silvia Dorta-Duque de Reyes	2023	2023		Y	Y		1	\$470	Buy 4, Get 1 Gratis
21	Express!	9781667776163	Express! Asset-based Access to English Gr. 5 Teacher Package Print and Digital 1-Year	Silvia Dorta-Duque de Reyes	2023	2023		Y	Y		1	\$470	Buy 4, Get 1 Gratis
22	Express!	9781667776170	Express! Asset-based Access to English Gr. 6 Teacher Package Print and Digital 1-Year	Silvia Dorta-Duque de Reyes	2023	2023		Y	Y		1	\$470	Buy 4, Get 1 Gratis
Express! Single Student Packages 1-Year Print and Digital													
23	Express!	9781667776040	Express! Asset-based Access to English Gr. K Student Package Print and Digital 1-Year	Silvia Dorta-Duque de Reyes	2023	2023		Y	Y		1	\$65	Buy 2, Get 1 Gratis
24	Express!	9781667776057	Express! Asset-based Access to English Gr. 1 Student Package Print and Digital 1-Year	Silvia Dorta-Duque de Reyes	2023	2023		Y	Y		1	\$65	Buy 2, Get 1 Gratis
25	Express!	9781667776064	Express! Asset-based Access to English Gr. 2 Student Package Print and Digital 1-Year	Silvia Dorta-Duque de Reyes	2023	2023		Y	Y		1	\$65	Buy 2, Get 1 Gratis
26	Express!	9781667776071	Express! Asset-based Access to English Gr. 3 Student Package Print and Digital 1-Year	Silvia Dorta-Duque de Reyes	2023	2023		Y	Y		1	\$65	Buy 2, Get 1 Gratis
27	Express!	9781667776088	Express! Asset-based Access to English Gr. 4 Student Package Print and Digital 1-Year	Silvia Dorta-Duque de Reyes	2023	2023		Y	Y		1	\$65	Buy 2, Get 1 Gratis
28	Express!	9781667776095	Express! Asset-based Access to English Gr. 5 Student Package Print and Digital 1-Year	Silvia Dorta-Duque de Reyes	2023	2023		Y	Y		1	\$65	Buy 2, Get 1 Gratis

29	Expressl	9781667776 101	Expressl Asset-based Access to English Gr. 6 Student Package Print and Digital 1-Year	Silvia Dorta-Duque de Reyes	2023	2023		Y	Y		1	\$65	Buy 2, Get 1 Gratis
Gratis Materials													
30	PD	N/A	Implementation PD	N/A	N/A	N/A		N/A	N/A		N/A	\$3,100	Gratis Quantity to be Confirmed

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PLEASE NOTE:

If the "Digital" column is marked, indicate length of subscription (in years) included with purchase in the "Subscription Length" column.

If a bundle is submitted as a line item below, provide comprehensive information describing which items are included in the bundle (use additional documentation if necessary).

If a line item may be offered gratis, indicate that in the "Gratis" column and provide details elsewhere describing terms of discount.

Additional documentation can be used to provide more information for line items, if necessary. Please indicate on any additional documentation to which line item it refers.

Additional Documentation can be used to provide more information for line items if necessary. Place details on any additional documentation to the right of this table.													
Line Item #	FCPS Course Name or Attachment A Language Arts Course List Line Number	ISBN	Textbook Title	Author(s)/ Editor(s)	Edition	Copyright Year	UOM	Mark all that apply			Subscription Length (years)	Contract Price	Gratis (Y/N) provide details
								Print	Digital	Disc			
Hello! Packages 7-Year Print and Digital													
1	Hello!	9781078691925	Hello! Gr. 3-5 Teacher Package Print and Digital 7-Year	Silvia Dorta-Duque de Reyes	2023	2023		Y	Y		7	\$955	Buy 4, Get 1 Gratis
2	Hello!	9781078691840	Hello! Gr. 3-5 Student Package Print and Digital 7-Year	Silvia Dorta-Duque de Reyes	2023	2023		Y	Y		7	\$130	Buy 4, Get 1 Gratis
Hello! Packages 1-Year Print and Digital													
3	Hello!	9781078691864	Hello! Gr. 3-5 Teacher Package Print and Digital 1-Year	Silvia Dorta-Duque de Reyes	2023	2023		Y	Y		1	\$395	Buy 4, Get 1 Gratis
4	Hello!	9781078691789	Hello! Gr. 3-5 Student Package Print and Digital 1-Year	Silvia Dorta-Duque de Reyes	2023	2023		Y	Y		1	\$25	Buy 4, Get 1 Gratis
Gratis Materials													
5	PD	N/A	Implementation PD	N/A	N/A	N/A		N/A	N/A		N/A	\$3,100	Gratis Quantity to be Confirmed

PHONICS INTERVENTION

PLEASE NOTE:

If the "Digital" column is marked, indicate length of subscription (in years) included with purchase in the "Subscription Length" column

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If a line item may be offered gratis, indicate that in the "Gratis" column and provide details elsewhere describing terms of discount

Additional documentation can be used to provide more information for line items, if necessary. Please indicate on any additional documentation to which line item it refers.

FCPS Course Name or Attachment A Language Arts Course List Line Number								Mark all that apply			Subscription Length (years)	Contract Price	Gratis (Y/N) provide details
Line Item #	ISBN	Textbook Title	Author(s)/ Editor(s)	Edition	Copyright Year	UOM	Print	Digital	Disc				
Phonics Intervention Teacher Packages 7-Year Print and Digital													
1	Phonics Intervention	9781078696951	Phonics Intervention Level 1 Teacher Package Print and Digital 7-Year	Dr. Wiley Blevins	2023	2023		Y	Y		7	\$2,195	Buy 4, Get 1 Gratis
2	Phonics Intervention	9781078696968	Phonics Intervention Level 2 Teacher Package Print and Digital 7-Year	Dr. Wiley Blevins	2023	2023		Y	Y		7	\$2,195	Buy 4, Get 1 Gratis
3	Phonics Intervention	9781078696975	Phonics Intervention Level 3 Teacher Package Print and Digital 7-Year	Dr. Wiley Blevins	2023	2023		Y	Y		7	\$2,195	Buy 4, Get 1 Gratis
4	Phonics Intervention	9781078696982	Phonics Intervention Level 4 Teacher Package Print and Digital 7-Year	Dr. Wiley Blevins	2023	2023		Y	Y		7	\$2,195	Buy 4, Get 1 Gratis
Phonics Intervention Single Student Packages 7-Year Print and Digital													
5	Phonics Intervention	9781078696999	Phonics Intervention Level 1 Student Package Print and Digital 7-Year	Dr. Wiley Blevins	2023	2023		Y	Y		7	\$375	Buy 4, Get 1 Gratis
6	Phonics Intervention	9781078697002	Phonics Intervention Level 2 Student Package Print and Digital 7-Year	Dr. Wiley Blevins	2023	2023		Y	Y		7	\$375	Buy 4, Get 1 Gratis
7	Phonics Intervention	9781078697019	Phonics Intervention Level 3 Student Package Print and Digital 7-Year	Dr. Wiley Blevins	2023	2023		Y	Y		7	\$375	Buy 4, Get 1 Gratis
8	Phonics Intervention	9781078697026	Phonics Intervention Level 4 Student Package Print and Digital 7-Year	Dr. Wiley Blevins	2023	2023		Y	Y		7	\$375	Buy 4, Get 1 Gratis
Phonics Intervention Teacher Packages 1-Year Print and Digital													
9	Phonics Intervention	9781078695930	Phonics Intervention Level 1 Teacher Package Print and Digital 1-Year	Dr. Wiley Blevins	2023	2023		Y	Y		1	\$1,215	Buy 4, Get 1 Gratis
10	Phonics Intervention	9781078695947	Phonics Intervention Level 2 Teacher Package Print and Digital 1-Year	Dr. Wiley Blevins	2023	2023		Y	Y		1	\$1,215	Buy 4, Get 1 Gratis
11	Phonics Intervention	9781078695954	Phonics Intervention Level 3 Teacher Package Print and Digital 1-Year	Dr. Wiley Blevins	2023	2023		Y	Y		1	\$1,215	Buy 4, Get 1 Gratis
12	Phonics Intervention	9781078695961	Phonics Intervention Level 4 Teacher Package Print and Digital 1-Year	Dr. Wiley Blevins	2023	2023		Y	Y		1	\$1,215	Buy 4, Get 1 Gratis
Phonics Intervention Single Student Packages 1-Year Print and Digital													
13	Phonics Intervention	9781078695978	Phonics Intervention Level 1 Student Package Print and Digital 1-Year	Dr. Wiley Blevins	2023	2023		Y	Y		1	\$75	Buy 4, Get 1 Gratis
14	Phonics Intervention	9781078695985	Phonics Intervention Level 2 Student Package Print and Digital 1-Year	Dr. Wiley Blevins	2023	2023		Y	Y		1	\$75	Buy 4, Get 1 Gratis
15	Phonics Intervention	9781078695992	Phonics Intervention Level 3 Student Package Print and Digital 1-Year	Dr. Wiley Blevins	2023	2023		Y	Y		1	\$75	Buy 4, Get 1 Gratis
16	Phonics Intervention	9781078696005	Phonics Intervention Level 4 Student Package Print and Digital 1-Year	Dr. Wiley Blevins	2023	2023		Y	Y		1	\$75	Buy 4, Get 1 Gratis
Gratis Materials													
13	PD	N/A	Implementation PD	N/A	N/A	N/A		N/A	N/A		N/A	\$3,100	Gratis Quantity to be Confirmed

STEPS TO ADVANCE LITERACY SOLUTIONS

PLEASE NOTE:

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If a line item may be offered gratis, indicate that in the "Gratis" column and provide details elsewhere describing terms of discount

Additional documentation can be used to provide more information for line items, if necessary. Please indicate on any additional documentation to which line item it refers.

								Mark all that apply					
Line Item #	FCPS Course Name or Attachment A Language Arts Course List Line Number	ISBN	Textbook Title	Author(s)/ Editor(s)	Edition	Copyright Year	UOM	Print	Digital	Disc	Subscription Length (years)	Contract Price	Gratis (Y/N) provide details
Steps to Advance Literacy Solutions Teacher Packages 7-Year Print and Digital													
1	Steps to Advance Literacy Solutions	9781667733685	Steps to Advance Literacy Solutions Gr. 2 Teacher Package Print and Digital 7-Year		2023	2023		Y	Y		7	\$425	Buy 4, Get 1 Gratis
2	Steps to Advance Literacy Solutions	9781667733692	Steps to Advance Literacy Solutions Gr. 3 Teacher Package Print and Digital 7-Year		2023	2023		Y	Y		7	\$425	Buy 4, Get 1 Gratis
3	Steps to Advance Literacy Solutions	9781667733708	Steps to Advance Literacy Solutions Gr. 4 Teacher Package Print and Digital 7-Year		2023	2023		Y	Y		7	\$425	Buy 4, Get 1 Gratis
4	Steps to Advance Literacy Solutions	9781667733715	Steps to Advance Literacy Solutions Gr. 5 Teacher Package Print and Digital 7-Year		2023	2023		Y	Y		7	\$425	Buy 4, Get 1 Gratis
5	Steps to Advance Literacy Solutions	9781667733722	Steps to Advance Literacy Solutions Gr. 6 Teacher Package Print and Digital 7-Year		2023	2023		Y	Y		7	\$425	Buy 4, Get 1 Gratis
Steps to Advance Literacy Solutions Single Copy Student Packages 7-Year Print and Digital													
6	Steps to Advance Literacy Solutions	9781667732886	Steps to Advance Literacy Solutions Gr. 2 Student Package 1-Copy Print and Digital 7-Year		2023	2023		Y	Y		7	\$165	Buy 4, Get 1 Gratis
7	Steps to Advance Literacy Solutions	9781667732893	Steps to Advance Literacy Solutions Gr. 3 Student Package 1-Copy Print and Digital 7-Year		2023	2023		Y	Y		7	\$165	Buy 4, Get 1 Gratis
8	Steps to Advance Literacy Solutions	9781667732909	Steps to Advance Literacy Solutions Gr. 4 Student Package 1-Copy Print and Digital 7-Year		2023	2023		Y	Y		7	\$165	Buy 4, Get 1 Gratis
9	Steps to Advance Literacy Solutions	9781667732916	Steps to Advance Literacy Solutions Gr. 5 Student Package 1-Copy Print and Digital 7-Year		2023	2023		Y	Y		7	\$165	Buy 4, Get 1 Gratis
10	Steps to Advance Literacy Solutions	9781667732923	Steps to Advance Literacy Solutions Gr. 6 Student Package 1-Copy Print and Digital 7-Year		2023	2023		Y	Y		7	\$165	Buy 4, Get 1 Gratis
Steps to Advance Literacy Solutions Teacher Packages 1-Year Print and Digital													
11	Steps to Advance Literacy Solutions	9781667733388	Steps to Advance Literacy Solutions Gr. 2 Teacher Package Print and Digital 1-Year		2023	2023		Y	Y		1	\$305	Buy 4, Get 1 Gratis
12	Steps to Advance Literacy Solutions	9781667733395	Steps to Advance Literacy Solutions Gr. 3 Teacher Package Print and Digital 1-Year		2023	2023		Y	Y		1	\$305	Buy 4, Get 1 Gratis
13	Steps to Advance Literacy Solutions	9781667733401	Steps to Advance Literacy Solutions Gr. 4 Teacher Package Print and Digital 1-Year		2023	2023		Y	Y		1	\$305	Buy 4, Get 1 Gratis
14	Steps to Advance Literacy Solutions	9781667733418	Steps to Advance Literacy Solutions Gr. 5 Teacher Package Print and Digital 1-Year		2023	2023		Y	Y		1	\$305	Buy 4, Get 1 Gratis
15	Steps to Advance Literacy Solutions	9781667733425	Steps to Advance Literacy Solutions Gr. 6 Teacher Package Print and Digital 1-Year		2023	2023		Y	Y		1	\$305	Buy 4, Get 1 Gratis
Steps to Advance Literacy Solutions Single Copy Student Packages 1-Year Print and Digital													
16	Steps to Advance Literacy Solutions	9781667732589	Steps to Advance Literacy Solutions Gr. 2 Student Package 1-Copy Print and Digital 1-Year		2023	2023		Y	Y		1	\$35	Buy 4, Get 1 Gratis
17	Steps to Advance Literacy Solutions	9781667732596	Steps to Advance Literacy Solutions Gr. 3 Student Package 1-Copy Print and Digital 1-Year		2023	2023		Y	Y		1	\$35	Buy 4, Get 1 Gratis
18	Steps to Advance Literacy Solutions	9781667732602	Steps to Advance Literacy Solutions Gr. 4 Student Package 1-Copy Print and Digital 1-Year		2023	2023		Y	Y		1	\$35	Buy 4, Get 1 Gratis
19	Steps to Advance Literacy Solutions	9781667732619	Steps to Advance Literacy Solutions Gr. 5 Student Package 1-Copy Print and Digital 1-Year		2023	2023		Y	Y		1	\$35	Buy 4, Get 1 Gratis
20	Steps to Advance Literacy Solutions	9781667732626	Steps to Advance Literacy Solutions Gr. 6 Student Package 1-Copy Print and Digital 1-Year		2023	2023		Y	Y		1	\$35	Buy 4, Get 1 Gratis
Gratis Materials													
21	PD	N/A	Implementation PD	N/A	N/A	N/A		N/A	N/A		N/A	\$3,100	Gratis Quantity to be Confirmed

E-BOOK LIBRARY

PLEASE NOTE:

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Additional documentation can be used to provide more information for line items, if necessary. Please indicate on any additional documentation to which line item it refers.								Mark all that apply			Subscription Length (years)	Contract Price	Gratis (Y/N) provide details
Line Item #	FCPS Course Name or Attachment A Language Arts Course List Line Number	ISBN	Textbook Title	Author(s)/Editor(s)	Edition	Copyright Year	UOM	Print	Digital	Disc			
E-Book Library													
1	Advance All	9781078670357	Advance All Grade 2-6 Interactive E-Book Digital Renewal Library		2023	2023			Y		7	\$21.15	Gratis with purchase of BEC Benchmark Advance 2022
2	BookRooms	9781078670340	Grades Pre K-9 Leveled E-Book Digital Renewal Library		2023	2023			Y		7	\$38	Gratis with purchase of BEC Benchmark Advance 2022

ALPHABET ANIMAL FRIENDS

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								Mark all that apply					
Line Item #	FCPS Course Name or Attachment A Language Arts Course List Line Number	ISBN	Textbook Title	Author(s)/ Editor(s)	Edition	Copyright Year	UOM	Print	Digital	Disc	Subscription Length (years)	Contract Price	Gratis (Y/N) provide details
Alphabet Animal Friends													
1	Alphabet Animal Friends	9781478803126	Alphabet Animal Friends Classroom Set with Lap Books					Y				\$885	Buy 4, Get 1 Gratis
2	Alphabet Animal Friends	9781478803133	Alphabet Animal Friends Classroom Set					Y				\$495	Buy 4, Get 1 Gratis
3	Alphabet Animal Friends	9781478803157	Alphabet Animal Friends Lap Book Classroom Set					Y				\$390	Buy 4, Get 1 Gratis
4	Alphabet Animal Friends	9781478803164	Alphabet Animal Friends Small Book Classroom Set					Y				\$95	Buy 4, Get 1 Gratis
5	Alphabet Animal Friends	9781478803188	Alphabet Begins at Home 20 Copy Set					Y				\$119	Buy 4, Get 1 Gratis

MAGNETIC LETTER TILES

PLEASE NOTE:

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If a line item may be offered gratis, indicate that in the "Gratis" column and provide details elsewhere describing terms of discount

Additional documentation can be used to provide more information for line items, if necessary. Please indicate on any additional documentation to which line item it refers.

Line Item #	FCPS Course Name or Attachment A Language Arts Course List Line Number	ISBN	Textbook Title	Author(s)/ Editor(s)	Edition	Copyright Year	UOM	Mark all that apply			Subscription Length (years)	Contract Price	Gratis (Y/N) provide details
								Print	Digital	Disc			
Magnetic Letter Tiles													
1	Magnetic Letter Tiles	9798385333707	Magnetic Letter Tiles and Board 25-Pack Set 1			2023		Y				\$1,150	
2	Magnetic Letter Tiles	9798385333691	Magnetic Letter Tiles and Board 5-Pack Set 1			2023		Y				\$250	
3	Magnetic Letter Tiles	9798385333721	Magnetic Letter Tiles and Board 25-Pack Set 2			2023		Y				\$1,355	
4	Magnetic Letter Tiles	9798385333714	Magnetic Letter Tiles and Board 5-Pack Set 2			2023		Y				\$295	
Pizarra y Letras Magnéticas													
5	Magnetic Letter Tiles	9798385333783	Pizarra y letras magnéticas 25-Pack Set 1			2023		Y				\$1,265	
6	Magnetic Letter Tiles	9798385333776	Pizarra y letras magnéticas 5-Pack Set 1			2023		Y				\$275	
7	Magnetic Letter Tiles	9798385333806	Pizarra y letras magnéticas 25-Pack Set 2			2023		Y				\$1,495	
8	Magnetic Letter Tiles	9798385333790	Pizarra y letras magnéticas 5-Pack Set 2			2023		Y				\$325	
Additional Blank Tiles													
9	Magnetic Letter Tiles	9798385333738	Magnetic Letter Tiles Additional Blank Sheets			2023		Y				\$25	
10	Magnetic Letter Tiles	9798385333813	Letras Magnéticas Additional Blank Sheets			2023		Y				\$25	

REYCRRAFT BOOKS

PLEASE NOTE:

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Line Item #	FCPS Course Name or Attachment A Language Arts Course List Line Number	ISBN	Textbook Title	Author(s)/ Editor(s)	Edition	Copyright Year	UOM	Mark all that apply			Subscription Length (years)	Contract Price	Gratis (Y/N) provide details
								Print	Digital	Disc			
Reycraft Books Knowledge Strands Texts Hardcover Sets													
1	Reycraft Books	9781478875574	Reycraft Books Gr. K Knowledge Strands Set			2023		Y				\$175	
2	Reycraft Books	9781478875581	Reycraft Books Gr. 1 Knowledge Strands Set			2023		Y				\$180	
3	Reycraft Books	9781478875598	Reycraft Books Gr. 2 Knowledge Strands Set			2023		Y				\$175	
4	Reycraft Books	9781478875604	Reycraft Books Gr. 3 Knowledge Strands Set			2023		Y				\$170	
5	Reycraft Books	9781478875611	Reycraft Books Gr. 4 Knowledge Strands Set			2023		Y				\$160	
6	Reycraft Books	9781478875628	Reycraft Books Gr. 5 Knowledge Strands Set			2023		Y				\$175	
7	Reycraft Books	9781478875635	Reycraft Books Gr. 6 Knowledge Strands Set			2023		Y				\$170	
8	Reycraft Books	9781478889342	Reycraft Books Gr. K-5 Knowledge Strands Set 2			2023		Y				\$1,035	
9	Reycraft Books	9781478889359	Reycraft Books Gr. K-6 Knowledge Strands Set 2			2023		Y				\$1,225	
10	Reycraft Books	9781478889887	Reycraft Books Gr. K Knowledge Strands Set 2			2023		Y				\$175	
11	Reycraft Books	9781478889894	Reycraft Books Gr. 1 Knowledge Strands Set 2			2023		Y				\$175	
12	Reycraft Books	978147889007	Reycraft Books Gr. 2 Knowledge Strands Set 2			2023		Y				\$180	
13	Reycraft Books	978147889014	Reycraft Books Gr. 3 Knowledge Strands Set 2			2023		Y				\$175	
14	Reycraft Books	978147889021	Reycraft Books Gr. 4 Knowledge Strands Set 2			2023		Y				\$170	
15	Reycraft Books	978147889038	Reycraft Books Gr. 5 Knowledge Strands Set 2			2023		Y				\$170	
16	Reycraft Books	978147889045	Reycraft Books Gr. 6 Knowledge Strands Set 2			2023		Y				\$190	
Reycraft Books Knowledge Strands Texts Paperback Sets													
17	Reycraft Books	9781478875772	Reycraft Books Gr. K-5 Knowledge Strands Set (paperback)			2023		Y				\$530	
18	Reycraft Books	9781478875789	Reycraft Books Gr. K-6 Knowledge Strands Set (paperback)			2023		Y				\$620	
19	Reycraft Books	9781478875703	Reycraft Books Gr. K Knowledge Strands Set (paperback)			2023		Y				\$88	
20	Reycraft Books	9781478875710	Reycraft Books Gr. 1 Knowledge Strands Set (paperback)			2023		Y				\$92	
21	Reycraft Books	9781478875727	Reycraft Books Gr. 2 Knowledge Strands Set (paperback)			2023		Y				\$89	
22	Reycraft Books	9781478875734	Reycraft Books Gr. 3 Knowledge Strands Set (paperback)			2023		Y				\$89	
23	Reycraft Books	9781478875741	Reycraft Books Gr. 4 Knowledge Strands Set (paperback)			2023		Y				\$84	
24	Reycraft Books	9781478875758	Reycraft Books Gr. 5 Knowledge Strands Set (paperback)			2023		Y				\$90	
25	Reycraft Books	9781478875765	Reycraft Books Gr. 6 Knowledge Strands Set (paperback)			2023		Y				\$90	
26	Reycraft Books	9781478889328	Reycraft Books Gr. K-5 Knowledge Strands Set 2 (paperback)			2023		Y				\$520	
27	Reycraft Books	9781478889335	Reycraft Books Gr. K-6 Knowledge Strands Set 2 (paperback)			2023		Y				\$620	
28	Reycraft Books	978147889052	Reycraft Books Gr. K Knowledge Strands Set 2 (paperback)			2023		Y				\$85	
29	Reycraft Books	978147889069	Reycraft Books Gr. 1 Knowledge Strands Set 2 (paperback)			2023		Y				\$85	
30	Reycraft Books	978147889076	Reycraft Books Gr. 2 Knowledge Strands Set 2 (paperback)			2023		Y				\$90	
31	Reycraft Books	978147889083	Reycraft Books Gr. 3 Knowledge Strands Set 2 (paperback)			2023		Y				\$95	
32	Reycraft Books	978147889090	Reycraft Books Gr. 4 Knowledge Strands Set 2 (paperback)			2023		Y				\$88	
33	Reycraft Books	978147889106	Reycraft Books Gr. 5 Knowledge Strands Set 2 (paperback)			2023		Y				\$90	
34	Reycraft Books	978147889113	Reycraft Books Gr. 6 Knowledge Strands Set 2 (paperback)			2023		Y				\$100	

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

This Virginia School Data Privacy Agreement ("DPA") is entered into by and between the
Fairfax County Public Schools (hereinafter referred to as "Division") and
Benchmark Education Company LLC (hereinafter referred to as "Provider") on
January 16, 2024. The Parties agree to the terms as stated herein.

RECITALS

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

WHEREAS, in order to provide the Services described in Article I 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.*

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; and

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

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

ARTICLE I: PURPOSE AND SCOPE

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

Benchmark Universe, a learning platform. Please see Exhibit A.

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

Please see Exhibit B.

4. **DPA Definitions.** The definition of terms used in this DPA is found in Exhibit "C". In the event of a conflict, definitions used in this DPA shall prevail over terms used in all the 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.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

3. **Separate Account.** Provider shall, at the request of the Division, transfer Student Generated Content to a separate student account when required by the Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities.
4. **Third Party Request.** Provider shall notify the Division in advance of a compelled disclosure to a Third Party, unless legally prohibited.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions pursuant to this DPA, whereby the Subprocessors agree to protect Division Data in a manner consistent with the terms of this DPA.

ARTICLE III: DUTIES OF DIVISION

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

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all Virginia and Federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, Code of Virginia § 22.1-289.01. and § 22.1-287.02.
2. **Authorized Use.** Division Data shared pursuant to this DPA, including persistent unique identifiers, shall be used for no purpose other than the Services stated in this DPA and as authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Division Data or any portion thereof, including without limitation, any Division Data, metadata, user content or other non-public information and/or personally identifiable information contained in the Division Data, without the express written consent of the Division, unless it fits into the de-identified information exception in Article IV, Section 4, or there is a court order or lawfully issued subpoena for the information.
3. **Employee Obligations.** Provider shall require all employees and agents who have access to Division data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.
4. **Use of De-identified Information.** De-identified information, as defined in Exhibit "C",

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

2. **Unauthorized Access or Data Breach.** In the event that Division Data are reasonably believed by the Provider or school division to have been disclosed (lost, accessed or obtained) in violation of the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) or other federal or state law 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:
 - i. date, estimated date, or date range of the loss or disclosure;
 - ii. Division data that was or is reasonably believed to have been lost or disclosed;
 - iii. 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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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.

ARTICLE VII: MISCELLANEOUS

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

construed in accordance with the laws of the state of Virginia, without regard to conflicts of law principles. Each party consents and submits to the sole and exclusive jurisdiction to the state and federal courts for the county of the initial subscribing division or the division specified in Exhibit "E" as applicable, for any dispute arising out of or relating to this agreement or the transactions contemplated hereby.

- I. **Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Division Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Division Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Division Data and portion thereof stored, maintained or used in any way.
- J. **Waiver.** No delay or omission of the Division to exercise any right hereunder shall be construed as a waiver of any such right and the Division reserves the right to exercise any such right from time to time, as often as may be deemed expedient.
- K. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.
- L. **Electronic Signature:** The parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, which is in compliance with Virginia and Federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their hand written signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature.
- M. **Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first class mail, postage prepaid, sent to the designated representatives before:

a. **Designated Representatives**

The designated representative for the Provider for this Agreement is:

Name: John Gruber
Title: SVP & Chief Financial Officer
Address: 145 Huguenot Street, 8th Flr., New Rochelle, NY 10801
eMail: jgruber@benchmarkeducation.com
Phone: 914 637 7200

The designated representative for the Division for this Agreement is:

Name: Michelle Pratt
Title: Director
Address: 8115 Gatehouse Rd
Suite 4400
Falls Church VA 22045

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

eMail:

mrpratt@fcps.edu

Phone:

571-453-3555

- 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: John Gruber

Title: SVP & Chief Financial Officer

Address: 145 Huguenot Street, 8th Flr., New Rochelle, NY 10801

eMail: jgruber@benchmarkeducation.com

Phone: 914 637 7200

[Signature Page Follows]

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

Provider Signature

Date: 1/16/2024 Printed Name: John Gruber Title: SVP & CFO

Division Signature

Date: 3/26/24 Printed Name: Michelle Pratt Title: Director

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT "A"

DESCRIPTION OF SERVICES

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

Provision of educational materials, both print and digital. Digital materials consists of access to Benchmark Universe, Benchmark Education's learning management system.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT "B"

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	X
	Other application technology meta data-Please specify:	x (browser, operating systems and version)
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	x - in application assessment data such as teacher comments.
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications that are captured (emails, blog entries)	X

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

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

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

OTHER: Use this box, if more space needed.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT "C"

DEFINITIONS

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

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

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

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

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

PII includes, without limitation, at least the following:

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

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

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

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

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

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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

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

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

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

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

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

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

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

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

1. Extent of Disposition

- ☒ Disposition is Complete. Disposition extends to all categories of data.
[☐ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:
[Insert categories of data]

2. Nature of Disposition

- ☒ Disposition shall be by destruction or secure deletion of data.
☐ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[Insert or attach special instructions.]

3. Timing of Disposition

Data shall be disposed of by the following date: As soon as commercially practicable

By Insert Date

4. Signature of Authorized Representative of Division

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

5. Verification of Disposition of Data

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

OPTIONAL: EXHIBIT "E" GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

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

BY: _____

Date: 1/16/2024

Printed Name: _____

John Gruber

Title/Position: SVP & CFO

2. Subscribing Division

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

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

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

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

Email Address: _____

Revised 10/19/2020

CONFIDENTIALITY PROVISIONS EMPLOYEE RECORDS

THIS ADDENDUM, executed and effective as of the 18th day of March, 2024, by and between Benchmark Education Company LLC, a corporation organized and existing under the laws of New York State (the "Company"), and the **FAIRFAX COUNTY SCHOOL BOARD**, a public body corporate and politic organized and existing under the laws of the Commonwealth of Virginia (the "School Board"), recites and provides as follows.

Recitals

The Company and the School Board are parties to a certain agreement entitled Contract 4400012424 of even date herewith (the "Agreement"). In connection with the execution and delivery of the Agreement, the parties wish to enter into this Addendum in order to clarify and make certain modifications to the terms and conditions set forth therein.

The Company and the School Board agree that the purpose of such terms and conditions is (i) the identification of Company as an entity acting for the School Board in its performance of functions that a School Board employee otherwise would perform; and (ii) the establishment of procedures for the protection of confidential employee records, including procedures regarding security and security breaches.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged hereby, the parties agree as follows.

Agreement

The Agreement is amended hereby as follows:

1. The following provisions shall be deemed to be included in the Agreement and, in the event of a conflict or ambiguity between the Agreement and this Addendum, the terms of this Addendum will in all events govern and control:

Confidentiality Obligations Applicable to Certain FCPS Records. The Company hereby covenants and agrees that it shall maintain, in strict confidence and trust, all FCPS employee records whether provided by or created for FCPS pursuant to this contract (collectively, "FCPS Confidential Records").

The Company shall cause each officer, director, employee and other representative who shall have access to FCPS Confidential Records during the term of the Agreement (collectively, the "Authorized Representatives") to maintain in strict confidence and trust all FCPS Confidential Records. The Company shall take all reasonable steps to insure that no FCPS Confidential Records are disclosed to any person or entity except those who (i) are Authorized Representatives of the Company performing functions for FCPS under the Agreement and have agreed to be bound by the terms of this Addendum; (ii) are authorized representatives of FCPS, or (iii) are entitled to access such FCPS Confidential Records from the Company pursuant to federal and/or Virginia law.

The Company shall use FCPS Confidential Records, and shall take all reasonable steps necessary to ensure that its Authorized Representatives shall use such records, solely for purposes related to and in fulfillment of the performance by the Company of its obligations pursuant to the Agreement.

Other Security Requirements. The Company shall maintain all technologies, policies, procedures and practices necessary to secure and protect the confidentiality and integrity of FCPS Confidential Records in the Company's possession, including procedures to (i) restrict access to such records in accordance with this Addendum; (ii) establish user IDs and passwords as necessary to protect such records; (iii) protect all such user passwords from detection and unauthorized use; (iv) prevent hostile or unauthorized intrusion that could compromise confidentiality, result in data corruption, or deny service; (v) prevent and detect computer viruses from spreading to disks, attachments to e-mail, downloaded files, and documents generated by word processing and spreadsheet programs; (vi) minimize system downtime; (vii) notify FCPS of planned system changes that may impact the security of FCPS Confidential Records; (viii) return or destroy FCPS Confidential Records that exceed specified retention schedules; (ix) permit periodic security audits by FCPS or designated third party using applicable regulations and industry best practice standards as benchmarks, and make commercially reasonable efforts to remediate the vulnerabilities discovered; and (x) in the event of system failure, enable immediate recovery of FCPS records to the previous business day.

In the event of a security breach, the Company shall (i) immediately take action to close the breach; (ii) notify FCPS within 2 business days after Company's first knowledge of the breach, the reasons for or cause of the breach, actions taken to close the breach, and identify the FCPS Confidential Records compromised by the breach; (iii) return compromised FCPS Confidential Records for review; (iv) provide communications on the breach to be shared with affected parties and cooperate with FCPS efforts to communicate to affected parties by providing FCPS with prior review of press releases and any communications to be sent to affected parties; (v) take all legally required, reasonable, and customary measures in working with FCPS 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 disclosure; (vi) cooperate with FCPS by providing information, records and witnesses needed to respond to any government investigation into the disclosure of such records or litigation concerning the breach; and (vii) provide FCPS with notice within 2 business days after notice or service on Company, whichever occurs first, of any lawsuits resulting from, or government investigations of, the Company's handling of FCPS records of any kind, failure to follow security requirements and/or failure to safeguard confidential information. The Company shall provide satisfactory documentation of its compliance with the security requirements of this provision prior to performing services under the Agreement. The Company's compliance with the requirements of this provision is subject to verification by FCPS personnel or its agent at any

time during the term of the Agreement.

Disposition of FCPS Confidential Records Upon Termination of Agreement

Upon expiration of the term of the Agreement, or upon the earlier termination of the Agreement for any reason, the Company covenants and agrees that it promptly shall deliver to the School Board, and shall take all reasonable steps necessary to cause each of its Authorized Representatives promptly to deliver to the School Board, all FCPS Confidential Records. The Company hereby acknowledges and agrees that, solely for purposes of receiving access to FCPS Confidential Records and of fulfilling its obligations pursuant to this provision and for no other purpose (including without limitation, entitlement to compensation and other employee benefits), the Company and its Authorized Representatives shall be deemed to be school officials of the School Board, and shall maintain FCPS Confidential Records in accordance with all federal state and local laws, rules and regulations regarding the confidentiality of such records. The non-disclosure obligations of the Company and its Authorized Representatives regarding the information contained in FCPS Confidential Records shall survive termination of the Agreement. The Company shall indemnify and hold harmless the School Board 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 Company or any of its officers, directors, employees, agents or representatives (including the Authorized Representatives) of any provision of this Addendum.

Certain Representations and Warranties. The Company hereby represents and warrants as follows: (i) the Company has full power and authority to execute the Agreement and this Addendum and to perform its obligations hereunder and thereunder; (ii) the Agreement and this Addendum constitute the valid and binding obligations of the Company, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or similar laws affecting the rights of creditors and general principles of equity; and (iii) the Company's execution and delivery of the Agreement and this Addendum and compliance with their respective terms will not violate or constitute a default under, or require the consent of any third party to, any agreement or court order to which the Company is a party or by which it may be bound.

Governing Law; Venue. Notwithstanding any provision contained in the Agreement to the contrary, (i) the Agreement, as amended hereby, shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to conflict of laws principles; and (ii) any dispute arising under or in connection with the Agreement, as amended hereby, which is not otherwise resolved by the parties hereto shall be decided by a court of competent jurisdiction located in the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized officers effective as of the date first written above.

BENCHMARK EDUCATION COMPANY LLC

DocuSigned by:
By: John Gruber
0241AEEDAC05491...
John Gruber
EVP & CFO

FAIRFAX COUNTY SCHOOL BOARD

By: Michelle Pratt
Michelle R. Pratt
Director, Office of Procurement Services

ATTACHMENT C

Terms of Use and Privacy Policy

Terms of Use

Last Updated: April 2023

These Terms of Use apply to all web sites and applications, including benchmarkeducation.com, benchmarkuniverse.com (Benchmark Universe), newmarklearning.com, reycraftbooks.com, and others (collectively, the "Sites") that are owned and operated by Benchmark Education Company LLC or one of our affiliated companies ("BEC" or "us" or "we"). Please read these Terms of Use carefully before using the Sites. By accessing and using our Sites, you (Fairfax County Public School Board or "you") indicate your agreement to these terms. Please do not use the Sites if you do not accept these terms.

If you are under 18 (or the legal age of majority in your jurisdiction), your educational institution, parent, or guardian must agree to these Terms of Use on your behalf.

As part of Contract No. 4400012424, BEC has entered into the Virginia School Data Privacy Agreement with Fairfax County School Board (i.e., Attachment A of Contract No. 4400012424). In the event of any conflict between BEC's Terms of Use and Privacy Policy, and the Virginia School Data Privacy Agreement, regarding student data, then the provisions of the Virginia School Data Privacy Agreement shall prevail.

As part of Contract No. 4400012424, BEC has entered into the Confidentiality Provisions Employee Records with Fairfax County School Board (i.e., Attachment B of Contract No. 4400012424). In the event of any conflict between BEC's Terms of Use and Privacy Policy, and the Confidentiality Provisions Employee Records regarding Fairfax County School Board's employee data, then the provisions of the Confidentiality Provisions Employee Records shall prevail.

1. BEC CONTENT

Benchmark Education operates the Sites, including web and mobile applications, that enable students, instructors, and administrators of educational institutions to access and use certain online products (collectively, the "Products" including any subsequent versions of such Products) and services offered by BEC (collectively and including any subsequent versions of such platforms/systems and applications, the "Services") through our Sites. The material on our Sites include information available to all users of our Sites. However, in order to access and use the Services and Products (collectively, the BEC Content"), you will be required to register on our Sites or through your educational institution.

2. PERSONAL INFORMATION

During the course of using the Sites or BEC Content, we may ask you to share certain personal information in order for us to provide you with the BEC Content. You may be asked to provide BEC with data about you or your students. You represent and warrant that you have the right to provide BEC with all of the data you input into the Sites or BEC Content. As your students use the BEC Content, data will be generated about your students' usage, performance, and progress. Both the information you input and the data generated by your students' usage will be referred to in these Terms of Use as "Customer Data." You shall own all right, title, and interest in and to the Customer Data. However, you hereby grant BEC a worldwide, royalty-free license to use the Customer Data during the term of your agreement with BEC to host and make access to the BEC Content available to you. You also grant BEC a worldwide, royalty-free, perpetual license to use the Customer Data in de-identified format only for product development and research. Furthermore, BEC shall not re-identify de-identified Customer Data.

BEC takes the protection of Customer Data, particularly personally identifiable Customer Data, very seriously.

BEC will not reveal student names, identifiers, or individual assessment results to any third parties other than as set forth herein and in our Privacy Policy. BEC will not use any Customer Data to advertise or market to students or parents. You acknowledge and agree that between you and BEC, only you are responsible for the accuracy and content of your personal information, and you agree to keep it up to date.

3. COPPA

In accordance with the Federal Children's Online Privacy Protection Act of 1998 (COPPA), we will never knowingly solicit, nor will we accept, personally identifiable information from users known to be under thirteen (13) years of age without the consent of their educational institution or the child's parent or guardian. If an educational institution with students that are under thirteen (13) years of age uses the BEC Content, the educational institution may also provide us with personally identifiable information about its students. We use student information to provide the BEC Content to the educational institution and its students.

4. INTELLECTUAL PROPERTY RIGHTS

BEC Content and the content contained in the Sites, as well as any content or information related to it (the "Related Content"), are the sole property of Benchmark Education and/or its licensors and are protected by United States and International Copyright laws. All copyright, trademark, and other proprietary rights in the BEC Content, the Related Content, and in the software, text, graphics, design elements, audio, music, and all other materials contained in the BEC Content are reserved by Benchmark Education and its licensors. You may not use the BEC Content or Related Content in any manner that infringes the rights of any person or entity. Use of any BEC trademark or copyrighted work requires BEC's written permission.

During the applicable term of your subscription for BEC Content, subject to the payment of any fees in any applicable subscription agreement and subject to compliance with these Terms of Use and any other agreement governing your use of the BEC Content, BEC grants you a limited, non-exclusive and non-transferable license to access and use the BEC Content over the Internet via the Sites for your own internal use for educational purposes only. Your use of our Sites does not grant to you a license to any content or materials you may access on our Sites, unless otherwise expressly provided in these Terms of Use or in writing by BEC.

5. ACCESS SUBJECT TO TERMS OF USE

Your use of the Sites or BEC Content is subject to these Terms of Use.

6. LIMITATIONS ON USE

Only you (or, in the case of a minor, your parents or guardians) are to access the Sites and BEC Content using your username or password. You are responsible for maintaining the confidentiality of your password and account and are responsible for all activities that occur under your password or account. You may not knowingly share or distribute to a third party any screen name or password for accessing the BEC Content. You may access and use materials from the BEC Content only for your own research or study. If we have reason to believe you have shared your password information or access to your account or have used the BEC Content in violation of the provisions herein, we may suspend or terminate your account and refuse any and all current or future use of the BEC Content so long as BEC agrees to provide Fairfax County School Board with prompt notice and a reasonable opportunity to cure any purported violation before exercising any right it may have thereunder to suspend or terminate any Service to Fairfax County School Board (including Fairfax County School Board end-users), except in those circumstances where, in BEC's reasonable discretion, it determines that an immediate termination is necessary in order to protect BEC from network or system damage, or from legal liability. You agree that you will not knowingly otherwise copy, transmit, rent, forward, lend, sell, or modify any materials from the BEC Content and/or the BEC Content or modify or remove any proprietary notices contained therein, or knowingly create or enable the creation of derivative works based thereon. You may not knowingly use any robot, spider, other automatic device or program or manual process to access, monitor, copy or reproduce the BEC Content. You may not knowingly engage in systematic retrieval of content from the BEC Content to create or compile, directly, a collection, compilation, database or directory. You may not knowingly disseminate any portion of the Sites or BEC Content through electronic means, including mail lists, social media, or elsewhere without BEC's

express written permission. You may not knowingly reverse engineer the BEC Content, nor circumvent, disable, or otherwise interfere with any technical and/or other limitations, including without limitation security-related features. You acquire no right, title or interest in any BEC content except for the limited access license granted to you, and BEC reserves all rights in the BEC Content.

In using the Sites or BEC Content, you agree you will not knowingly: (a) submit material that is obscene, lewd, defamatory, libelous, threatening, pornographic, harassing, hateful, or racially or ethnically offensive; (b) post advertisements or solicitations of business; (c) impersonate another person; (d) submit material that is copyrighted, protected by trade secret or otherwise subject to third party intellectual property or proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant BEC all of the license rights granted herein; BEC does not and cannot review all User Content and is not in any manner responsible for such content. BEC reserves the right, but has no obligation, to refuse to post, block or remove communications or materials for any reason in its sole discretion. BEC may terminate your access to our Sites and/or the BEC Content to prevent further posting or distribution of any communications or materials so long as BEC agrees to provide Fairfax County School Board with prompt notice and a reasonable opportunity to cure any purported violation before exercising any right it may have thereunder to terminate any Service to Fairfax County School Board (including Fairfax County School Board end-users), except in those circumstances where, in BEC's reasonable discretion, it determines that an immediate termination is necessary in order to protect BEC from network or system damage, or from legal liability, and BEC may, but is not obligated to, report any of your communications or materials to your educational institution.

7. COMMUNICATIONS TO BEC

If you e-mail us or otherwise provide content to us, or post content to the Sites or the BEC Content including but not limited to feedback, questions, comments, suggestions, and the like (collectively, "User Content"), we may use any non-personally identifiable ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including but not limited to, the development, production and marketing of products and services that incorporate such information. You own the rights to anything you post to the Sites or the BEC Content, including text and photographs. You do, however, grant us an irrevocable, non-exclusive, worldwide, perpetual, royalty-free license to use, modify, copy, distribute, publish, perform, sublicense, and create derivative works from all non-personally identifiable submissions you provide to us, in any media now known or hereafter devised.

The Site or BEC Content may permit you to upload third-party content for use with the Site or BEC Content ("Service Uploads"). You represent and warrant that prior to providing any upload you will have all necessary rights to provide the Service Uploads, and that your Service Uploads will not infringe any third-party rights, including any intellectual property or proprietary rights. You grant BEC the right to make your Service Uploads available to licensed end users in the same manner and to the same extent as the BEC Content provided in the applicable Service.

8. NO WARRANTIES

WE AND OUR LICENSORS AND SERVICE PROVIDERS MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE CONTENTS OF OUR SITES OR BEC CONTENT. WE SHALL NOT BE SUBJECT TO LIABILITY TO FAIRFAX COUNTY SCHOOL BOARD FOR ANY DELAYS OR INTERRUPTIONS OF OUR SITES OR THE BEC CONTENT UNLESS THERE IS AN UNSCHEDULED DELAY AND/OR INTERRUPTION THAT EXCEEDS A CONTINUOUS TWENTY-FOUR HOUR PERIOD. YOU AGREE THAT YOU USE THE SITES AND THE BEC CONTENT AT YOUR OWN RISK. OUR SITES, AND BEC CONTENT MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. BEC IS NOT RESPONSIBLE TO FAIRFAX COUNTY SCHOOL BOARD FOR ANY SUCH TYPOGRAPHICAL OR TECHNICAL ERRORS. BEC RESERVES THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO OUR SITES AND BEC CONTENT AT ANY TIME WITHOUT NOTICE.

9. EXTERNAL WEBSITES

Our Sites may contain links to third-party applications or websites ("External Websites"). These links are provided only as a convenience to you and not as an endorsement by us of the content on such External Websites. When you access an External Website, BEC has no control over its content, applications, or services. We do not make any representations regarding the accuracy, quality, or accessibility of any External Website or its content or materials. BEC disclaims all liability to Fairfax County School Board for any errors, omissions, violation of third-party rights or illegal conduct arising from such External Websites.

10. LIABILITY

IN NO EVENT WILL BEC BE LIABLE TO THE FAIRFAX COUNTY PUBLIC SCHOOL BOARD FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST TIME, LOST MONEY, LOST DATA, LOST PROFITS OR GOOD WILL, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN WITH RESPECT TO ANY USE OF THE BEC CONTENT, SITES OR OTHERWISE ARISING FROM OR RELATING TO THESE TERMS OF USE AND IN NO EVENT SHALL THE LIABILITY OF BEC OR ITS LICENSORS FOR WHATEVER CAUSE shall not exceed two (2) times the total fees paid by Fairfax County School Board to BEC under which liability arose during the twelve (12) months immediately preceding the cause of action IN Notwithstanding the foregoing, there is no limitation of liability of BEC for claims: 1) for bodily injury, including death, and damage to real property or tangible personal property resulting from the negligence of BEC or any employee of BEC; and 2) for the intentional or willful misconduct, fraud, or recklessness of BEC or any employee of a BEC.

11. INFRINGEMENT NOTIFICATION

We respect the intellectual property rights of others and require that the people who use our Sites do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please send notifications of the claimed infringement to: copyright@benchmarkededucation.com. Notices of the claimed infringement should include the following information: (a) your address, telephone number, and email address; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of where the alleged infringing material is located, with a link if possible; (d) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (e) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (f) a statement by you that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

12. COMPLIANCE WITH APPLICABLE LAWS

We do not represent that materials on our Sites are appropriate or available for use in other locations. Persons who choose to access our Sites from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

13. USE AND ACCESS TO BEC CONTENT OR SITES

We reserve the right to restrict, suspend, or terminate your use or access to any of the BEC Content and/or our Sites and/or discontinue any portion, feature, or content of the BEC Content or our Sites so long as BEC agrees to provide Fairfax County School Board with prompt notice and a reasonable opportunity to cure any purported violation before exercising any right it may have thereunder to terminate any Service to Fairfax County School Board (including Fairfax County School Board end-users), except in those circumstances where, in BEC's reasonable discretion, it determines that an immediate termination is necessary in order to protect BEC from network or system damage, or from legal liability. If you violate these Terms of Use BEC may, but is not obligated to, report any such violation of these Terms of Use to your educational institution. When reasonably feasible, we will make reasonable efforts to provide notice of significant changes to the BEC Content to end users with active licenses to use the BEC

Content.

14. MISCELLANEOUS

Intentionally Omitted.

15. ADDITIONAL TERMS

These usage terms for Benchmark Universe are designed to ensure that your students get the most out of the resources inside Benchmark Universe while preserving the rigor and integrity of the materials for your students and others.

Because the teacher materials inside Teacher Toolbox include assessments and answers to assignments, we kindly ask that you do not post or share teacher-facing materials from the Benchmark Universe. Posting answer keys and teacher-facing materials enables students—both in your district and in other districts—to access answers to their assignments and miss out on valuable learning experiences. While our Terms of Use do allow you to post student-facing materials on a password-protected learning management system (LMS), posting of teacher-facing materials is prohibited.

Any teacher-facing PDF files within Benchmark Universe contain content that is included in our proprietary curriculum materials. These PDFs are provided to you on a limited permission basis. Educators and administrators from schools or districts that have purchased licenses to Benchmark Universe may download PDFs to their computer for their own reference and may post PDFs of student materials to an approved learning management system, as long as such LMS can only be accessed by individuals associated with your school or district with a valid username and password. If you post Benchmark Universe materials or content that includes or is based upon Benchmark Universe materials in an LMS that permits content sharing, you must restrict content sharing and usage to licensed users of Benchmark Universe. Please note that it is a violation of these Terms of Use to save files in a manner that overrides any security settings.

An approved LMS platform means that the platform meets Benchmark's security-related requirements to permit the posting of Benchmark materials in it. Benchmark has no affiliation with any of these platforms and does not endorse any particular LMS. Benchmark offers no assurance that our suite of products will function properly when accessed via any approved LMS platform. If you experience any issues using an approved LMS platform then you should contact the organization that manages that particular LMS.

In limited quantity and for use with your own students, you may print and/or make copies of student and teacher pages from other PDFs on Benchmark Universe. Copies of these materials must include all copyright, trademark and other proprietary rights notices contained on the original pages from which the copies were made. You also may not share direct links to teacher-facing resources in Benchmark Universe. Except as specified in these Terms of Use or as set forth elsewhere in writing by Benchmark, you may not reproduce, upload, post, transmit, download or distribute any part of the teacher-facing materials on Benchmark Universe.

Benchmark Education LLC Privacy Policy

Last Updated: December 2023

Benchmark Education Company LLC and its affiliated companies (the "Company," "Benchmark," "we," "us," or "our") are committed to protecting your privacy. This Privacy Policy explains how we will use, disclose and protect your information. It applies to the websites and applications, including benchmarkuniverse.com (Benchmark Universe) and others (collectively, the "Sites") that are owned and operated by Benchmark Education Company LLC or one of our affiliated companies. By visiting the Sites, you agree to the terms of this Privacy Policy. If you do not agree to the terms of this Privacy Policy, please do not use the Sites.

Benchmark handles data consistent with applicable law, including the Federal Family Educational Right and Privacy Act ("FERPA"), the Children's Online Privacy Protection Act ("COPPA"), the California Student Online Personal Information Act ("SOPIPA"), and other applicable state privacy laws.

Notwithstanding any provision herein or elsewhere in Contract No. 4400012424, BEC agrees to provide Fairfax County School Board with prompt notice and a reasonable opportunity to cure any purported violation of the Privacy Policy before exercising any right it may have thereunder to suspend or terminate any Service to Fairfax County School Board (including end-users), except in those circumstances where, in BEC's reasonable discretion, it determines that an immediate suspension or termination is necessary in order to protect BEC from network or system damage, or from legal liability. Any provision in the privacy policy imposing liability obligations upon Fairfax County School Board for violations of privacy policy will be enforceable if and to the extent permitted by applicable law, without waiver of Fairfax County Public School Board's sovereign immunity.

The Information We May Collect

We may request and store certain types of personally identifying information about you when you use our Sites. This personally identifying information may come from you, your school, or third-party sites affiliated with your school, such as Google, Clever, ClassLink, or similar sites. This information is entered so that teachers and students may use the site or participate in activities within the Sites. We consider the following to be examples of personally identifying information: your first and last name, email address, home address, phone number, date of birth, student identification number, credit card and banking information, and other similar information. We do not collect personally identifying information about you unless it is voluntarily provided and needed for the delivery of services you wish to use. We DO NOT consider anonymized or aggregated information to be personally identifying information.

Where Information is Hosted

The Sites are hosted in the United States. If you are located outside of the United States, the information you provide will be transmitted to us in the United States. The information will be subject to this Privacy Policy and applicable law. By using the Sites, you agree to this transmission and the terms of this Privacy Policy.

How We Use the Information We Collect

We use information that you provide, the school provides directly or through a third-party affiliated with the school (consistent our status as a "school official" under FERPA), or that we collect, including any personal information, to present the Sites and their contents to you, to provide you notices, and to fulfill any other purpose for which you provide us the information. The information, which as noted above may come from you, your school, or third-party sites affiliated with your school, such as Google, Clever, ClassLink, or similar sites, may also be used to allow students, educators, and school administrators to log into the Sites. We may use educator's email addresses to send important updates, to respond to support and feedback inquiries or requests.

Please note that we only use student data for education-related purposes and to improve teaching and learning, as described in more detail here:

- **Services.** We use student-identifiable data provided by schools and/or school districts (including affiliated third-parties, such as Google, Clever, or ClassLink) to make the Sites available to a particular student, and to provide related reports and services to that student's school and school district and its educators and administrators. We may also use the data to improve the Sites' content and effectiveness.
- **Reporting.** Benchmark provides reporting capabilities to its educator customers, and these reports are generated based on usage information.
- **Account Support.** Customers' usage data may also be used on an aggregated basis to allow Benchmark's account management, customer service and tech support teams to provide services that meet the specific needs of our educator customers.

Benchmark does not obtain any ownership interest in student-identifiable data. Benchmark's use and transfer to any other app of information received from Google APIs will adhere to the [Google API Services User Data Policy](#), including the Limited Use requirements. Google API Services User Data Policy shall not apply to the terms of Contract No. 4400012424 unless they are agreed upon and added via contract amendment.

How We Use De-Identified Data

We may use aggregated and anonymized information in reporting and elsewhere to better understand how the platform is being used and to improve the platform.

- We use de-identified data to provide services to our educator customers. We sometimes use third party software tools to enhance the level of service we provide. However, we only use de-identified data with these tools.
- We also use de-identified student data for research and development purposes. This might include research analyzing the efficacy of our products and service offerings. We also conduct research using de-identified data for studies focused on improving educational systems and student outcomes more generally.

Usage Data

When students use the Sites, certain results and metrics are also created. These results and usage metrics are used as described below. While teachers and school administrators are able to access student information and related usage data for their students, this information is not made available to other students or the public.

How We May Share Your Information

We never sell or rent your information. This includes all information collected, as noted above, including from third-party affiliates, such as Google, Clever, or ClassLink.

We will only share your information in the following circumstances:

- When we believe in good faith that disclosure of your information is necessary to protect our rights and those of others, to protect your safety or the safety of others, to investigate fraud or to respond to a government, judicial or other legal request or to comply with the law.
- In connection with an organizational change or dissolution, such as a merger, acquisition, reorganization, bankruptcy, sale or wind down, provided that your information will remain subject to the terms of this Privacy Policy.
- We may also use or share certain aggregated, anonymized information with a third-party provider to help us analyze the information.

Links to Third-Party Sites

On occasion, the Sites may contain links to third-party sites or other Benchmark sites. These sites are not covered by this Privacy Policy. Please review the third-party's site for its privacy policies and terms of use. Any additional terms from the third-party affiliates shall not apply to the terms of Contract No. 4400012424 unless they are agreed upon and added via contract amendment. Additionally, as mentioned above, some schools or school districts may upload their user data onto the Sites using third-parties with whom they are affiliated. Please be aware that these third-parties have their own privacy policies, and we encourage you to read them. You agree to our use of this data pursuant to this Privacy Policy.

Student Privacy Pledge

Benchmark has taken the Student Privacy Pledge <https://studentprivacypledge.org/>. Under this pledge, Benchmark has pledged not to sell student information, not to engage in behaviorally targeted advertising, and to use collected data for authorized purposes only.

How We Use Educator Data

We also collect the following information about educators that use the Sites: name, school or district affiliation, grade level teaching, and email address. We use this information for account registration and maintenance purposes. We also record when educator account logins are created, and when educators log in and out of the Sites.

Data Retention and Destruction

We do not retain your personal information for longer than is necessary to provide you with the features and services you have requested. When you request that an account be deleted, we will remove the data from our servers (unless our agreement with a school or school district will not permit deleting this data). At expiration or termination of an agreement with a school or school district, we remove the data within 6 months from the termination date. At any time, you may request that we permanently delete personal information immediately by emailing us at techsupport@benchmarkeducation.com. We do retain aggregated, anonymized information for some of the purposes described above.

Correction and Removal of Student Data

You may review or change the information you have provided about yourself by logging into your account or by contacting us at techsupport@benchmarkeducation.com. If you contact us, we will ask you to verify your identity before we provide you with information or make changes. You may also contact the student's teacher or school administrator.

If you are a district administrator who has provided us with personal information about your employees or students, you may review, revise or delete that information at any time by logging into your account and accessing your district portal. Deleting student information from your district portal will result in that information also being deleted from our servers.

You may also choose to opt in or opt out of email marketing messages and newsletters from us. To opt out, simply click on the "unsubscribe" button that appears on every email.

If you are a parent or legal guardian of a minor child, you may also have the right to access certain information about your child. To do so, we request that you contact your school or district, which may access your child's information through their classroom portal.

Security

We strive to maintain reasonable security standards to safeguard your data. The Sites have multiple security measures in place to protect the loss, misuse or alteration of information under our control. These include encryption of data in transit, regular software security updates and industry best practices for network and physical security.

Nonetheless, please be aware that no data transmissions over the Internet can be guaranteed to be 100% secure. Consequently, we cannot ensure or warrant the security of any information you transmit or otherwise provide to us and you do so at your own risk.

In the event of a data incident affecting protected personally identifiable information, Benchmark's response protocol includes, but is not limited to, gathering information regarding the incident and communicating it directly to the appropriate district representative(s).

If you create an account, you will be asked to select a password for both yourself and each employee and student to access the Sites. Users are responsible for maintaining the strict confidentiality of account password(s), and for any activity that occurs under your account credentials, whether or not authorized by you. Please notify us of any unauthorized use of your account or any suspected breach of security.

Amendment

We may amend this Privacy Policy from time to time. When we do, we will notify you by updating the date of this Privacy Policy and posting it on this page of our site. We will also notify you of any material changes to this Privacy Policy via email. In some cases, we may request your consent to the changes.

If you have any questions about this Privacy Policy, please contact us: Benchmark
Education Company LLC

145 Huguenot Street 8th Floor

New Rochelle, NY 10801

Email: techsupport@benchmarkeducation.com

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