

THE PARTIES TO THIS CONTRACT, Fairfax County School Board ("FCPS", "Fairfax County" or "the County") AND Savvas Learning Company LLC ("Contractor"), MUTUALLY AGREE THAT:

1. FCPS engages Savvas to provide the following goods and/or services for Secondary enVisions Mathematics Basal Resources:
 - a. Savvas shall provide:
 - i. enVision Grades 6, 7, and 8 (middle school)
 - ii. enVision Algebra 1, Geometry, and Algebra 2
 - iii. Savvas shall supply all updated teacher print and customized resources for Math 6, Math 7, and Algebra 1 whenever material revisions occur. All such updates will be provided at the same rate for the duration of the contract.
 - iv. Student and teacher subscriptions shall remain active for the duration of the contract
 - v. Savvas shall collaborate with FCPS to customize the Grade 6–8 mathematics program to align with the Virginia Standards of Learning, support Algebra 1 as the default Grade 8 course, integrate the four Computational Thinking practices, and provide customized student and teacher resources by the start of the 2027–2028 school year.
 - vi. Savvas shall provide gratis teacher editions for quantities provided in the original quote
 - b. Professional Development:
 - i. On-site Mathematics Professional Development
 - ii. Virtual Mathematics Professional Development
 - iii. Savvas shall provide implementation guidance aligned to the FCPS scope and sequence, including the first unit guide by July 24, 2026, with subsequent unit guides released on a mutually agreed-upon rolling schedule to support instruction until printed materials are available.
 - iv. Savvas shall provide Partnership Plus implementation support at no additional cost to FCPS, including two full-time Partnership Plus staff during the first year of implementation and one full-time Partnership Plus staff during the second year, with the start date and terms mutually agreed upon by the parties
 - v. Savvas shall provide up to four virtual make-up professional learning sessions at no additional cost, scheduled at mutually agreed-upon times
 - vi. Savvas shall provide professional development at no additional cost throughout the seven-year contract term, with annual offerings substantially similar in scope and format to the Year 1 professional development plan
 - c. Shipping and Handling:
 - i. Savvas shall provide a fixed shipping rate of three percent (3%) to print materials only
 - ii. Savvas shall provide updated student consumables and shipped directly to schools
 - iii. Savvas shall deliver all Teacher Editions (print and digital) by August 19, 2026, and all remaining materials directly to FCPS-designated school locations by September 11, 2026, provided FCPS furnishes the executed contract, purchase order, and required distribution information by July 31, 2026; if paid materials are not delivered by September 11, 2026.
 - iv. Late delivery charges will be applicable to any items not delivered by the mutually agreed-upon delivery date calculated at a rate of 0.5% of the outstanding undelivered %items' total price per week of delay, capped at a maximum of 7.5% of the total price of the outstanding undelivered items.
 - v. Savvas shall provide inside delivery to FCPS elementary and middle schools.
 - vi. Savvas shall deliver annual student consumables for Years 2–7 by August 1 of each contract year, including inside delivery to all FCPS-designated middle and high schools
 - d. Information Technology:
 - i. FCPS shall utilize IMS Global OneRoster APIs and SAML 2.0 protocols to facilitate automated user rostering, provisioning, and authentication. This integration shall grant authorized FCPS students and staff secure access to the Savvas Realize platform for the deployment of the EnVision product suite.
 - ii. Commencing in School Year 2027-2028 ("SY27-28") and continuing for subsequent terms, FCPS intends to transition to a Schoology LTI 1.3 integration, utilizing Names and Roles Provisioning Services (NRPS) and Deep Linking. Implementation of this integration is strictly contingent upon joint testing by the parties, scheduled to commence in October 2026, and

- subsequent formal technical approval by FCPS.
 - iii. Digital updates to all 2026 copyright shall be provided to CPS at no charge
 - iv. If Savvas terminates support of the products and versions listed in the pricing schedule; Savvas shall provide FCPS would 1 for 1 updated products and licenses for the new version/platform that is fully supported by Savvas and our IT and accessibility compliance
 - v. Savvas shall upload MAP assessment data provided by FCPS to support initial student placement in SuccessMaker at no additional cost.
- e. Service Level Agreement: Savvas's proposed Service Level Agreement shall meet the following specifications:
- i. Savvas must have established administrative, ethical, and technological security measures and processes implemented within its organization for the purpose of protecting and maintaining continuity of its service delivery to FCPS.
 - ii. Savvas agrees that subject to the terms of agreement the digital components of the products provided by Savvas under the Agreement will maintain a Realized Availability of at least 99.9% of the time in any calendar quarter (the "Availability Commitment"). "Realized Availability" shall be determined as follows:
 - 1. Committed Availability (CA) means the total number of minutes in a given calendar quarter.
 - 2. Outage Downtime (OD) means the total number of minutes in a given calendar quarter during which there exists a significant disruption or outage of one or more products that renders such product(s) non-functional or inaccessible to a significant number of users. Outage Downtime does not, however, include scheduled maintenance meeting the parameters set forth in Paragraph C below.
 - 3. Realized Availability (RA) is calculated as follows:
 - 4. $RA = (CA \text{ minus } OD) \text{ divided by } CA * 100 \text{ percent.}$
 - iii. Savvas may take the products, or the platform used to deliver the products, down for maintenance activities from time to time. Savvas will, whenever feasible, perform any maintenance during non-school hours in FCPS' location, and will endeavor to provide at least 24 hours' notice with an announcement available to users within the product of such scheduled maintenance. Such scheduled maintenance events will not be counted as Outage Downtime. In addition, outages due to any of the following will not count as Outage Downtime:
 - 1. unauthorized use or misuse by FCPS or any of its users;
 - 2. circumstances beyond Savvas' reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage or other criminal act, armed conflict, embargo, fire, flood, , interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third-party services, virus attacks or hackers; or
 - 3. the inability of FCPS or its users to access the services available through Savvas' internet portal due to Internet, telecommunications, hardware, software, user error, or other issues outside the control of Savvas.
 - iv. Reporting: FCPS is responsible to notify Savvas of any unavailability of the products by contacting Savvas' technical support team. S a v v a s will review any reported unavailability against its own records to determine whether Savvas' system was in fact unavailable, and if so, the unavailability will count as Outage Downtime as long as it does not fall within any of the exceptions specified above. Savvas will maintain systems that reasonably monitor, calculate, and document the information necessary to calculate the Realized Availability in this agreement. Maintenance and Technical Support: Savvas shall offer FCPS support Monday–Friday excluding national and company holidays referenced on the [FCPS website: Standard School Year Calendar](#). within the hours of 8 a.m.– 8 p.m. ET.
 - v. Workarounds: It is desirable, when possible, for Savvas to implement a workaround to temporarily restore service to FCPS to lessen the impact on normal operations. Implementation of such a workaround does not extend or alter the permanent repair time in any manner.

- vi. Savvas shall provide a technical support and escalation process that includes a ticketing system with progress tracking, U.S.-based support available from 8:00 a.m. to 8:00 p.m. Eastern Time, 24/7 online self-service and system monitoring, a designated Customer Success Manager as the primary point of contact, onboarding and rostering support, prioritized incident and ticket management, offline student access through Realize Reader and NIMAC-compliant accessible formats, and division- and school-level usage reports at no additional cost.

f. The County and SAVVAS agree that Contract 4400014957 consists of the following documents:

- i. Contract No. 4400014957
- ii. Attachment A - Attestation of Digital Accessibility Requirements
- iii. Attachment B - Pricing Schedule
- iv. Attachment C - National Data Privacy Agreement
- v. Attachment D – Savvas User Agreement

2. PERIOD OF CONTRACT:

- a. The period of this contract shall be from date of award through June 30, 2033. Savvas agrees that prices shall remain firm for one year.

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 for goods/services provided in accordance with Attachment B – Pricing Schedule. 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 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. Contractor has the right to accept any purchase order submitted by County of Fairfax that appears to have the proper authorization. Any purchase order or contract issued or made without authorization by the Purchasing Agent shall be of no effect, void, and does not bind the County.
- b. 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.

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:

Lyn Wrigley, Sr. Contract Specialist
Fairfax County Public Schools
Office of Procurement Services 8115 Gatehouse Road
Falls Church, VA 22042
Telephone Number: (571)-423-3581 E-mail:
aswrigley@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. PACKING LIST/DELIVERY TICKETS: All shipments must be accompanied by Packing Slips or Delivery Tickets and must contain the following information for each item delivered:
- a. The Purchase Order Number,
 - b. The Name of the Article and Stock Number (Supplier's),
 - c. The Quantity Ordered,
 - d. The Quantity Shipped,
 - e. The Quantity Back Ordered,
 - f. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions is sufficient reason for the County's refusal to accept the goods.

10. 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.

11. 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.
- b. Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.
- c. When equipment requires installation (which includes erection, setting up or placing in position, service, or use) and testing, and the installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

12. 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.
13. 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.
14. 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. Professional Liability/Errors and Omissions coverage responding to Contractor's errors, acts, or omissions in the amount of \$1,000,000 per claim and annual aggregate.
 - v. 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.
 - vi. The certificate holder's name and address shall read: Fairfax County Public Schools, 8115 Gatehouse Road, Falls Church, VA 22042.

15. 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, error, omission, or material breach of this contract, or wrongful misconduct of the Contractor, its employees, its subcontractor, or its subcontractor's employees in connection with the performance of this Contract. 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 alleging that the products or software, as delivered by Contractor, infringe upon or violate 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.
- c. Contractor shall have no liability or obligation under this Section to the extent any claim arises from: (i) modification of the products or software by any party other than Contractor; (ii) the combination, operation, or use of the products or software with systems, equipment, software, data, or materials not supplied by Contractor, if the infringement would not have arisen but for such combination, operation, or use; (iii) use of the products or software in a manner inconsistent with the applicable license agreement, documentation, or instructions provided by Contractor; or (iv) the County's continued use of the products or software after Contractor has provided a non-infringing replacement, modification, or other remedy.
- d. 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 commercially reasonable or feasible, Contractor must promptly 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 unused portion of the price paid to Contractor for such components as well as any unused portion of 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.
- e. **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.
- f. **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.

16. **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.

17. **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.

18. **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, except in connection with a merger, acquisition, or sale of all or substantially all of Contractor assets. 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.
19. **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.
20. **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. In the event of termination under Paragraph 20.1, the County shall be entitled to a refund of the unused portion of any digital license(s). Paragraph 20.2 shall survive termination of the contract.
21. **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 shall provide written notice to describing the alleged deficiency in reasonable detail. Contractor shall have thirty (30) days following receipt of such notice, or such longer period as may be reasonably necessary if the breach is not capable of cure within thirty (30) days and Contractor is diligently pursuing such cure to remedy the deficiency. If Contractor fails to cure the deficiency within the applicable cure period, the County shall have the right to terminate the contract upon written notice to Contractor. 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.
22. **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.

23. 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. Contractor represents that it holds all rights necessary to enter into this Contract and perform its obligations hereunder, and that doing so will not violate or infringe upon the rights of any third party. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. 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.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, regulations, and policies of the County.
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

24. SERVICE CONTRACT GUARANTY: Contractor agrees to:

- a. Furnish services described in the 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.

25. 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.
26. 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>.
27. 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.
28. 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.
29. 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.
30. 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.
31. ORDER OF PRECEDENCE: In the event of conflict, the provisions of this standard form contract shall take precedence over any other contract document.
32. 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.

33. 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.

34. **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.

35. **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.

36. **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.

37. **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>.

38. 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.

39. **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.
40. **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.
41. **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.
42. **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.

43. **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.

44. **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 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.

45. **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.

46. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

- 46.1. 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: _____T0790693_____

47. CLICK-THROUGH AGREEMENTS

The Parties agree that only the Director of the Office of Procurement Services may bind Fairfax County Public School Board to contract terms or conditions. Any term or condition invoked through an 'I agree' click box or other comparable mechanism (i.e., 'click wrap' or 'browse wrap' agreement) does not bind Fairfax County Public School Board or any Fairfax County Public School Board authorized end user to such terms or conditions, unless agreed to in writing by or on behalf of the Director of the Office of Procurement Services.

48. FORCED AND INDENTURED CHILD LABOR PROHIBITION:

Contractors are prohibited from the use of "forced or indentured child labor" in the performance of the contract. Forced or indentured child labor means all work or service (i) exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or (ii) performed by any person younger than 18 years of age pursuant to the contract the enforcement of which can be accomplished by process or penalties.

49. DIGITAL ACCESSIBILITY REQUIREMENTS

- a. **Compliance Requirement.** All information and communications technology ("ICT") that is purchased or upgraded pursuant to this Contract for use by FCPS employees, students, and/or the public shall comply with the [Information Technology Access Act, §§ 2.2-3500 through § 2.2-3505 of the Code of Virginia \(the "ITAA"\)](#). As employed herein, the term ICT shall have the meaning set forth in § 2.2-3501 of the Information Technology Access Act.
- b. **Certification or Documentation.** For ICT delivered under this Contract that will be used by FCPS employees, students, and/or made available to the public, the Contractor will be required to certify on the Attachment A to this Contract, the Digital Accessibility Attestation, that such ICT conforms with "accessibility," as that term is defined in § 2.2-3501 of the ITAA.
If the Contractor cannot certify full conformance of accessibility, the Contractor must submit the following with Attachment A:
 - i. A Contractor-paid and completed Accessibility Conformance Report (as that term is defined in Virginia Code § 2.2-3501) indicating the level of conformance with accessibility for the ICT being procured; and

Contract Number 4400014957

- ii. a Contractor-paid and completed Vendor Accessibility Roadmap (as that term is defined in Virginia Code § 2.2-3501) documenting any areas of nonconformance and including a timeline for each nonconforming area's completion.
- c. **No Waiver of Supplier Obligations.** Consistent with 28 C.F.R. § 35.201 and 36 C.F.R. Part 1194, Appendix A, § E202, FCPS may, in its sole discretion, procure non-accessible ICT, if such procurement does not result in individuals with disabilities being denied the benefit of any program, service, or activity. This discretion does not waive the Contractor's obligations to comply with accessibility requirements and provide required certifications or documentation.

ACCEPTED BY:

Matt Stricker

[Matt Stricker \(Jul 15, 2026 15:15:36 CDT\)](#)

Matt Stricker, Vice President Sales Operations
Savvas Learning Company LLC

Signed by:

Ellen Reilly

[D96AD0BD2FA0403](#)

Ellen Reilly, Assistant Superintendent
Instructional Services

DocuSigned by:

Michelle Pratt

[C14D4C9BD7D1F422](#)

Michelle R. Pratt, Director

07/15/2026

Date

7/17/2026 | 11:06 AM EDT

Date

7/23/2026 | 12:52 PM EDT

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	☒ X ☐ Y	Regardless of Ownership
2.	☐ C	☐ A	Women-Owned
3.	☐ X	☐ V	Minority-Owned

NAME OF FIRM: Savvas Learning Company, LLC

VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION

The contractor:

☒ is a corporation or other business entity with the following see identification number:
T0790693 **-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 see identification number after the due date for bids: ☐

PO Delivery Preference

Please select one primary method for receiving Purchase Orders:

- X Email (Recommended) – Faster processing and environmentally friendly.
- Postal Mail – Physical copies sent to your mailing address.

Contact Details

Important Note on Email Delivery: To ensure continuity of service and avoid delays caused by individual absences (vacations, turnover, etc.), please provide a generic/group email address (e.g., orders@company.com or sales@company.com) rather than an individual person's email address.

- PO Delivery Email Address: k12customerservice@savvas.com; cc: kevin.judd@savvas.com
- Mailing Address (if "Mail" selected): _____

Attachment A**Contract 4400014957 (the "Contract")****ATTESTATION OF DIGITAL ACCESSIBILITY**

In accordance with the Contract and the Digital Accessibility Requirements, the Vendor certifies and agrees as follows:

- a. **Compliance Requirement.** All information and communications technology ("ICT") that is purchased or upgraded pursuant to a contract for use by FCPS employees, students, and/or the public that is awarded by FCPS to Vendor pursuant to the above-referenced contract (the "Contract") shall comply with the Information Technology Access Act, §§ 2.2-3500 through § 2.2-3505 of the Code of Virginia (the "ITAA"). As employed herein, the term ICT shall have the meaning set forth in § 2.2-3501 of the ITAA.

- b. **Certification or Documentation.** For ICT delivered under the Contract that will be used by FCPS employees, students, and/or made available to the public, the Vendor hereby certifies as follows (choose one):

☒ **Full Conformance Certification.** The Vendor certifies that all ICT provided under this Contract fully conforms with the accessibility requirements of the Information Technology Access Act (Va. Code §§ 2.2-3500 through 2.2-3505). The Vendor further certifies that such ICT meets the definition of "accessibility" as set forth in Va. Code § 2.2-3501.

☐ **Non-Conformance with Required Documentation.** The Vendor is unable to certify full conformance with the accessibility requirements of the Information Technology Access Act. The Vendor will provide, at its own expense and in accordance with Section c of this Attestation prior to contract award:

- (i) a completed **Accessibility Conformance Report (ACR)**; and
- (ii) a completed **Vendor Accessibility Roadmap**, including timelines for remediation of all identified nonconformances.

- c. **Required Documentation.** If the Vendor cannot certify full conformance of accessibility, the Vendor must submit the following documentation to FCPS with its signed amendment:

- (i) A Vendor-paid and completed **Accessibility Conformance Report** (as that term is defined in Virginia Code § 2.2-3501) indicating the level of conformance with accessibility for the ICT being procured; and
- (ii) A Vendor-paid and completed **Vendor Accessibility Roadmap** (as that term is defined in Virginia Code § 2.2-3501) documenting any areas of nonconformance and including a timeline for each nonconforming area's completion.

- d. **No Waiver of Vendor Obligations.** Consistent with 28 C.F.R. § 35.201 and 36 C.F.R. Part 1194, Appendix A, § E202, FCPS may, in its sole discretion, procure non-accessible ICT, if such procurement does not result in individuals with disabilities being denied the benefit of any program, service, or activity. This discretion does not waive the Vendor's obligations to comply with accessibility requirements and provide required certifications or documentation.

This Attestation of Digital Accessibility is signed by the undersigned duly authorized representative of the Vendor as of the date set forth below.

Savvas Learning Company LLC

Vendor Name

Contract Number 4400014957

Matt Stricker
Matt Stricker (Jul 15, 2026 15:15:36 CDT)

Vendor Authorized Signature
Matt Stricker
Printed Name

07/15/2026
Date
Vice President Sales Operations
Title

**Attachment B
Pricing Schedule**

Line Item #	FCPS Course Name (Course List Line Number, Ref: Attachment A Math Course List)	ISBN	Textbook Title	Author(s) / Editor(s)	Edition	Copyright Year	Print	Digital	Subscription Length (Years)	Contract Price	Gratis (Y/N), provide details
1	Math 6/ Math 5 Adv	9798213046434	ENVISION MATHEMATICS 2026 VIRGINIA STUDENT EDITION 7-YEAR SUBSCRIPTION +7-YEAR DIGITAL COURSEWARE LICENSE GRADE 6	Berry, et al	1	2026	x	x	7 years	\$180.50	N, All Teacher and Student Content is included with the Digital License.
2	Math 6/ Math 5 Adv	9798213046397	ENVISION MATHEMATICS 2026 VIRGINIA DIGITAL COURSEWARE 7-YEAR LICENSE GRADE 6	Berry, et al	1	2026		x	7 years	\$123.00	N
3	Math 6/ Math 5 Adv	9798213406443	ENVISION MATHEMATICS 2026 VIRGINIA STUDENT EDITION 7-YEAR SUBSCRIPTION+DIGITAL 7-YEAR LICENSE+MOMENTUM MATH WITH GROWTH 7-YEAR LICENSE GRADE 6	Berry, et al	1	2026	x	x	7 years	\$236.50	N
4	Math 6/ Math 5	9798213406238	ENVISION MATHEMATICS 2026	Berry, et al	1	2026	x	x	7 years	\$247.0	N

	Adv		VIRGINIA STUDENT EDITION 7-YEAR SUBSCRIPTION + DIGITAL 7-YEAR LICENSE + SUCCESSMAKER 7-YEAR LICENSE GRADE 6							0	
5	Math 6/ Math 5 Adv	9798213406658	ENVISION MATHEMATICS 2026 VIRGINIA STUDENT EDITION 7-YEAR SUB+DIGITAL 7-YEAR LICENSE+MOMENTUM MATH WITH GROWTH+SUCCESSMAKER 7-YEAR LIC GRADE 6	Berry, et al	1	2026	x	x	7 years	\$303.00	N
6	Math 6/ Math 5 Adv	9798213405699	ENVISION MATHEMATICS 2026 VIRGINIA STUDENT EDITION 1-YEAR SUBSCRIPTION +1-YEAR DIGITAL LICENSE GRADE 6	Berry, et al	1	2026	x	x	1 year	\$40.00	N
7	Math 6/ Math 5 Adv	9798213405514	ENVISION MATHEMATICS 2026 VIRGINIA DIGITAL 1-YEAR LICENSE GRADE 6	Berry, et al	1	2026		x	1 year	\$29.50	N
8	Math 6/ Math 5 Adv	9798213406269	ENVISION MATHEMATICS 2026 VIRGINIA STUDENT EDITION 1-YEAR SUBSCRIPTION+DIGITAL 1-YEAR LICENSE+MOMENTUM MATH WITH GROWTH 1-YEAR LICENSE GRADE 6	Berry, et al	1	2026	x	x	1 year	\$48.00	N
9	Math 6/ Math 5 Adv	9798213406054	ENVISION MATHEMATICS 2026 VIRGINIA STUDENT EDITION 1-YEAR	Berry, et al	1	2026	x	x	1 year	\$52.00	N

			SUBSCRIPTION + DIGITAL 1-YEAR LICENSE + SUCCESSMAKER 1- YEAR LICENSE GRADE 6								
10	Math 6/ Math 5 Adv	979821340647 4	ENVISION MATHEMATICS 2026 VIRGINIA STUDENT EDITION 1-YEAR SUB+DIGITAL 1-YEAR LICENSE+MOMENTUM MATH WITH GROWTH+SUCCESSMA KER 1-YEAR LIC GRADE 6	Berry, et al	1	2026	x	x	1 year	\$ 60.00	N
11	Math 6/ Math 5 Adv	979821304647 2	ENVISION MATHEMATICS 2026 VIRGINIA TEACHER EDITION PACKAGE GRADE 6	Berry, et al	1	2026	x		N/A	\$736.0 0	Y, Teacher Edition provided 1 per teacher with minimum classroom purchase (1:75) of a 7-Year Bundle.
12	Math 6/ Math 5 Adv	979821345481 9	ENVISION MATHEMATICS 2026 VIRGINIA CLASSROOM MANIPULATIVE KIT GRADE 6	Berry, et al	1	2026	x		N/A	\$112.0 0	Y, Manipulati ve Kit provided 1 per teacher with minimum classroom purchase (1:75) of a 7-Year Bundle, first year only.

Contract Number 4400014873

13	Math 6/ Math 5 Adv	979821305532 0	ENVISION MATH 2026 VIRGINIA ADDITIONAL PRACTICE WORKBOOK GRADE 6	Berry, et al	1	2026	x		N/A	\$ 20.00	Y, Workbook provided 1 per teacher with minimum classroom purchase (1:75) of a 7-Year Bundle.
14	Math 6/ Math 5 Adv	979821340602 3	ENVISION MATHEMATICS 2026 VIRGINIA ADDITIONAL PRACTICE WORKBOOK 7-YEAR SUBSCRIPTION GRADE 6	Berry, et al	1	2026	x		7 years	\$ 90.00	Y, Workbook subscription provided 1 per student with purchase of a 7- Year Bundle.
18	Math 6/ Math 5 Adv	979821340584 2	enVision Math Virginia Student Edition 6-year Print/Digital Bundle Grade 6	Berry, et al	1	2026	x	x	6 years	\$157.5 0	N
19	Math 6/ Math 5 Adv	979821340641 2	enVision Mathematics Virginia Student Edition 6- year Print/Digital + MSDA Growth Diagnostic Assessment Bundle- OPTION/Alternative- Grade 6	Berry, et al	1	2026	x	x	6 years	\$205.5 0	N
20	Math 6/ Math 5 Adv	979821340620 7	enVision Mathematics Virginia Student Edition 6- year Print/Digital + SuccessMaker Math Bundle- OPTION/Alternative- Grade 6	Berry, et al	1	2026	x	x	6 years	\$214.5 0	N
21	Math 6/ Math 5 Adv	979821340581 1	enVision Math Virginia Student Edition 5-year Print/Digital Bundle Grade	Berry, et al	1	2026	x	x	5 years	\$131.5 0	N

			6								
22	Math 6/ Math 5 Adv	979821340638 2	enVision Mathematics Virginia Student Edition 5- year Print/Digital + MSDA Growth Diagnostic Assessment Bundle- OPTION/Alternative- Grade 6	Berry, et al	1	2026	x	x	5 years	\$171.5 0	N
23	Math 6/ Math 5 Adv	979821340617 7	enVision Mathematics Virginia Student Edition 5- year Print/Digital + SuccessMaker Math Bundle- OPTION/Alternative- Grade 6	Berry, et al	1	2026	x	x	4 years	\$181.5 0	N
24	Math 6/ Math 5 Adv	979821340578 1	enVision Math Virginia Student Edition 4-year Print/Digital Bundle Grade 6	Berry, et al	1	2026	x	x	4 years	\$109.0 0	N
25	Math 6/ Math 5 Adv	979821340635 1	enVision Mathematics Virginia Student Edition 4- year Print/Digital + MSDA Growth Diagnostic Assessment Bundle- OPTION/Alternative- Grade 6	Berry, et al	1	2026	x	x	4 years	\$141.0 0	N
26	Math 6/ Math 5 Adv	979821340614 6	enVision Mathematics Virginia Student Edition 4- year Print/Digital + SuccessMaker Math Bundle- OPTION/Alternative- Grade 6	Berry, et al	1	2026	x	x	4 years	\$149.0 0	N
27	Math 6/ Math 5 Adv	979821340575 0	enVision Math Virginia Student Edition 3-year Print/Digital Bundle Grade 6	Berry, et al	1	2026	x	x	3 years	\$ 86.00	N
28	Math 6/ Math 5 Adv	979821340632 0	enVision Mathematics Virginia Student Edition 3- year Print/Digital + MSDA Growth Diagnostic Assessment Bundle- OPTION/Alternative- Grade 6	Berry, et al	1	2026	x	x	3 years	\$110.0 0	N

29	Math 6/ Math 5 Adv	979821340611 5	enVision Mathematics Virginia Student Edition 3- year Print/Digital + SuccessMaker Math Bundle- OPTION/Alternative- Grade 6	Berry, et al	1	2026	x	x	3 years	\$116.0 0	N
30	Math 6/ Math 5 Adv	979821340572 9	enVision Math Virginia Student Edition 2-year Print/Digital Bundle Grade 6	Berry, et al	1	2026	x	x	2 years	\$ 63.00	N
31	Math 6/ Math 5 Adv	979821340629 0	enVision Mathematics Virginia Student Edition 2- year Print/Digital + MSDA Growth Diagnostic Assessment Bundle- OPTION/Alternative- Grade 6	Berry, et al	1	2026	x	x	2 years	\$ 79.00	N
32	Math 6/ Math 5 Adv	979821340608 5	enVision Mathematics Virginia Student Edition 2- year Print/Digital + SuccessMaker Math Bundle- OPTION/Alternative- Grade 6	Berry, et al	1	2026	x	x	2 years	\$ 87.00	N
36	Math 6/ Math 5 Adv	978076856578 2	enVision Mathematics Language Support Handbook-Grade 6	Berry, et al	1	2026	x		NA	\$159.0 0	N
37	Math 6/ Math 5 Adv	979821305517 7	ENVISION MATH 2026 VIRGINIA STUDENT EDITION GRADE 6 VOLUME 1	Berry, et al	1	2026	x		NA	\$ 19.50	N
38	Math 6/ Math 5 Adv	979821305518 4	ENVISION MATH 2026 VIRGINIA STUDENT EDITION GRADE 6 VOLUME 2	Berry, et al	1	2026	x		NA	\$ 19.50	N
39	Math 6/ Math 5 Adv	97814285462 88,	MOMENTUM ADD-ON 1 YR GRADE 6	NA	1	2026		x	1 year	\$ 10.00	N
40	Math 6/ Math 5 Adv	978142854637 0	MOMENTUM ADD-ON 2 YR GRADE 6	NA	1	2026		x	2 years	\$ 20.00	N
41	Math 6/ Math 5	978142854646 2	MOMENTUM ADD-ON 3 YR GRADE 6	NA	1	2026		x	3 years	\$ 30.00	N

	Adv										
42	Math 6/ Math 5 Adv	978142854655 4	MOMENTUM ADD-ON 4 YR GRADE 6	NA	1	2026		x	4 years	\$ 40.00	N
43	Math 6/ Math 5 Adv	978142854664 6	MOMENTUM ADD-ON 5 YR GRADE 6	NA	1	2026		x	5 years	\$ 50.00	N
44	Math 6/ Math 5 Adv	978142854673 8	MOMENTUM ADD-ON 6 YR GRADE 6	NA	1	2026		x	6 years	\$ 60.00	N
45	Math 6/ Math 5 Adv	978142854682 0	MOMENTUM ADD-ON 7 YR GRADE 6	NA	1	2026		x	7 years	\$ 70.00	N
46	Math 6/ Math 5 Adv	979821304741 7	SUCCESSMAKER ADD- ON 1 YR	NA	1	2026	x	x	1 year	\$ 19.50	N
47	Math 6/ Math 5 Adv	979821304742 4	SUCCESSMAKER ADD- ON 2 YR	NA	1	2026	x	x	2 years	\$ 38.00	N
48	Math 6/ Math 5 Adv	979821304743 1	SUCCESSMAKER ADD- ON 3 YR	NA	1	2026	x	x	3 years	\$ 50.50	N
49	Math 6/ Math 5 Adv	979821304744 8	SUCCESSMAKER ADD- ON 4 YR	NA	1	2026	x	x	4 years	\$ 63.50	N
50	Math 6/ Math 5 Adv	979821304745 5	SUCCESSMAKER ADD- ON 5 YR	NA	1	2026	x	x	5 years	\$ 75.00	N
51	Math 6/ Math 5 Adv	979821304746 2	SUCCESSMAKER ADD- ON 6 YR	NA	1	2026	x	x	6 years	\$ 78.50	N
52	Math 6/ Math 5 Adv	979821304747 9	SUCCESSMAKER ADD- ON 7 YR	NA	1	2026	x	x	7 years	\$104.5 0	N
53	Math 6/ Math 5 Adv	979821370138 8	ENVISION MATHEMATICS 2026 FAIRFAX VA STUDENT EDITION 7-YEAR SUBSCRIPTION + DIGITAL 7-YEAR LICENSE + SUCCESSMAKER 7- YEAR LICENSE GRADE	Berry, et al	1	2026	x	x	7 years	\$247.0 0	N

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			6								
54	Math 6/ Math 5 Adv	979821370140 1	ENVISION MATHEMATICS 2026 FAIRFAX VIRGINIA TEACHER EDITION PACKAGE GRADE 6	Berry, et al	1	2026	x	x	7 years	\$736.0 0	Y, Teacher Edition provided 1 per teacher with minimum classroom purchase (1:75) of a 7-Year Bundle.

Handling and Shipping Charges (if any). Please provide details:	Shipping and Handling is 3%
Integration or automation charges (if any):	NA
Provide information about any additional discounts available (bundle purchase, multiple courses discount, etc.):	NA
*If gratis materials are available, please describe here:	Details in Price List

Line Item #	FCPS Course Name (Course List Line Number, Ref: Attachment A Math Course List)	ISBN	Textbook Title	Author(s) / Editor(s)	Edition	Copyright Year	Print	Digital	Subscription Length (Years)	Contract Price	Gratis (Y/N), provide details
1	Math 7 / Math 6 Adv	9798213046441	ENVISION MATHEMATICS 2026 VIRGINIA STUDENT EDITION 7-YEAR SUBSCRIPTION +7-YEAR DIGITAL COURSEWARE LICENSE GRADE 7	Berry, et al	1	2026	x	x	7 years	\$ 180.50	N, All Teacher and Student Content is included with the Digital License.
2	Math 7 / Math 6 Adv	9798213046403	ENVISION MATHEMATICS 2026 VIRGINIA DIGITAL COURSEWARE 7-YEAR LICENSE GRADE 7	Berry, et al	1	2026		x	7 years	\$ 123.00	N
3	Math 7 / Math 6 Adv	9798213406450	ENVISION MATHEMATICS 2026 VIRGINIA STUDENT EDITION 7-YEAR SUBSCRIPTION+DIGITAL 7-YEAR LICENSE+MOMENTUM MATH WITH GROWTH 7-YEAR LICENSE GRADE 7	Berry, et al	1	2026	x	x	7 years	\$ 236.50	N
4	Math 7 / Math 6 Adv	9798213406245	ENVISION MATHEMATICS 2026 VIRGINIA STUDENT EDITION 7-YEAR SUBSCRIPTION + DIGITAL 7-YEAR LICENSE + SUCCESSMAKER 7-	Berry, et al	1	2026	x	x	7 years	\$ 247.00	N

			YEAR LICENSE GRADE 7								
5	Math 7 / Math 6 Adv	97982134066 65	ENVISION MATHEMATICS 2026 VIRGINIA STUDENT EDITION 7-YEAR SUB+DIGITAL 7-YEAR LICENSE+MOMENTUM MATH WITH GROWTH+SUCCESSMA KER 7-YEAR LIC GRADE 7	Berry, et al	1	2026	x	x	7 years	\$ 303.00	N
6	Math 7 / Math 6 Adv	97982134057 05	ENVISION MATHEMATICS 2026 VIRGINIA STUDENT EDITION 1-YEAR SUBSCRIPTION +1-YEAR DIGITAL LICENSE GRADE 7	Berry, et al	1	2026	x	x	1 year	\$ 40.00	N
7	Math 7 / Math 6 Adv	97982134055 21	ENVISION MATHEMATICS 2026 VIRGINIA DIGITAL 1- YEAR LICENSE GRADE 7	Berry, et al	1	2026		x	1 year	\$ 29.50	N
8	Math 7 / Math 6 Adv	97982134062 76	ENVISION MATHEMATICS 2026 VIRGINIA STUDENT EDITION 1-YEAR SUBSCRIPTION+DIGITAL 1-YEAR LICENSE+MOMENTUM MATH WITH GROWTH 1- YEAR LICENSE GRADE 7	Berry, et al	1	2026	x	x	1 year	\$ 48.00	N
9	Math 7 / Math 6 Adv	97982134060 61	ENVISION MATHEMATICS 2026 VIRGINIA STUDENT EDITION 1-YEAR SUBSCRIPTION + DIGITAL 1-YEAR LICENSE + SUCCESSMAKER 1- YEAR LICENSE GRADE 7	Berry, et al	1	2026	x	x	1 year	\$ 52.00	N
10	Math 7 / Math 6 Adv	97982134064 81	ENVISION MATHEMATICS 2026 VIRGINIA STUDENT EDITION 1-YEAR	Berry, et al	1	2026	x	x	1 year	\$ 60.00	N

			SUB+DIGITAL 1-YEAR LICENSE+MOMENTUM MATH WITH GROWTH+SUCCESSMA KER 1-YEAR LIC GRADE 7								
11	Math 7 / Math 6 Adv	97982130464 89	ENVISION MATHEMATICS 2026 VIRGINIA TEACHER EDITION PACKAGE GRADE 7	Berry, et al	1	2026	x		N/A	\$ 736.00	Y, Teacher Edition provided 1 per teacher with minimum classroom purchase (1:75) of a 7-Year Bundle.
12	Math 7 / Math 6 Adv	97982134548 26	ENVISION MATHEMATICS 2026 VIRGINIA CLASSROOM MANIPULATIVE KIT GRADE 7	Berry, et al	1	2026	x		N/A	\$ 131.00	Y, Manipulati ve Kit provided 1 per teacher with minimum classroom purchase (1:75) of a 7-Year Bundle, first year only.
13	Math 7 / Math 6 Adv	97982130553 37	ENVISION MATH 2026 VIRGINIA ADDITIONAL PRACTICE WORKBOOK GRADE 7	Berry, et al	1	2026	x		N/A	\$ 20.00	Y, Workbook provided 1 per teacher with minimum classroom purchase (1:75) of a 7-Year

											Bundle.
14	Math 7 / Math 6 Adv	97982134060 30	ENVISION MATHEMATICS 2026 VIRGINIA ADDITIONAL PRACTICE WORKBOOK 7-YEAR SUBSCRIPTION GRADE 7	Berry, et al	1	2026	x		7 years	\$ 90.00	Y, Workbook subscription provided 1 per student with purchase of a 7-Year Bundle.
15	Math 7 / Math 6 Adv	97982130464 41	enVision Math Virginia Student Edition 7-year Print/Digital Bundle Grade 7	Berry, et al	1	2026	x	x	7 years	\$ 180.50	N
16	Math 7 / Math 6 Adv	97982134064 50	enVision Mathematics Virginia Student Edition 7- year Print/Digital + MSDA Growth Diagnostic Assessment Bundle- OPTION/Alternative-Grade 7	Berry, et al	1	2026	x	x	7 years	\$ 236.50	N
17	Math 7 / Math 6 Adv	97982134062 45	enVision Mathematics Virginia Student Edition 7- year Print/Digital + SuccessMaker Math Bundle- OPTION/Alternative-Grade 7	Berry, et al	1	2026	x	x	7 years	\$ 247.00	N
18	Math 7 / Math 6 Adv	97982134058 59	enVision Math Virginia Student Edition 6-year Print/Digital Bundle Grade 7	Berry, et al	1	2026	x	x	6 years	\$ 157.50	N
19	Math 7 / Math 6 Adv	97982134064 29	enVision Mathematics Virginia Student Edition 6- year Print/Digital + MSDA Growth Diagnostic	Berry, et al	1	2026	x	x	6 years	\$ 205.50	N

			Assessment Bundle- OPTION/Alternative-Grade 7								
20	Math 7 / Math 6 Adv	97982134062 14	enVision Mathematics Virginia Student Edition 6- year Print/Digital + SuccessMaker Math Bundle- OPTION/Alternative-Grade 7	Berry, et al	1	2026	x	x	6 years	\$ 214.50	N
21	Math 7 / Math 6 Adv	97982134058 28	enVision Math Virginia Student Edition 5-year Print/Digital Bundle Grade 7	Berry, et al	1	2026	x	x	5 years	\$ 131.50	N
22	Math 7 / Math 6 Adv	97982134063 99	enVision Mathematics Virginia Student Edition 5- year Print/Digital + MSDA Growth Diagnostic Assessment Bundle- OPTION/Alternative-Grade 7	Berry, et al	1	2026	x	x	5 years	\$ 171.50	N
23	Math 7 / Math 6 Adv	97982134061 84	enVision Mathematics Virginia Student Edition 5- year Print/Digital + SuccessMaker Math Bundle- OPTION/Alternative-Grade 7	Berry, et al	1	2026	x	x	5 years	\$ 181.50	N
24	Math 7 / Math 6 Adv	97982134057 98	enVision Math Virginia Student Edition 4-year Print/Digital Bundle Grade 7	Berry, et al	1	2026	x	x	4 years	\$ 109.00	N
25	Math 7 / Math 6 Adv	97982134063 68	enVision Mathematics Virginia Student Edition 4- year Print/Digital + MSDA Growth Diagnostic Assessment Bundle- OPTION/Alternative-Grade 7	Berry, et al	1	2026	x	x	4 years	\$ 141.00	N
26	Math 7 / Math 6 Adv	97982134061 53	enVision Mathematics Virginia Student Edition 4- year Print/Digital + SuccessMaker Math Bundle-	Berry, et al	1	2026	x	x	4 years	\$ 149.00	N

			OPTION/Alternative-Grade 7								
27	Math 7 / Math 6 Adv	97982134057 67	enVision Math Virginia Student Edition 3-year Print/Digital Bundle Grade 7	Berry, et al	1	2026	x	x	3 years	\$ 86.00	N
28	Math 7 / Math 6 Adv	97982134063 37	enVision Mathematics Virginia Student Edition 3- year Print/Digital + MSDA Growth Diagnostic Assessment Bundle- OPTION/Alternative-Grade 7	Berry, et al	1	2026	x	x	3 years	\$ 110.00	N
29	Math 7 / Math 6 Adv	97982134061 22	enVision Mathematics Virginia Student Edition 3- year Print/Digital + SuccessMaker Math Bundle- OPTION/Alternative-Grade 7	Berry, et al	1	2026	x	x	3 years	\$ 116.00	N
30	Math 7 / Math 6 Adv	97982134057 36	enVision Math Virginia Student Edition 2-year Print/Digital Bundle Grade 7	Berry, et al	1	2026	x	x	2 years	\$ 63.00	N
31	Math 7 / Math 6 Adv	97982134063 06	enVision Mathematics Virginia Student Edition 2- year Print/Digital + MSDA Growth Diagnostic Assessment Bundle- OPTION/Alternative-Grade 7	Berry, et al	1	2026	x	x	2 years	\$ 79.00	N
32	Math 7 / Math 6 Adv	97982134060 92	enVision Mathematics Virginia Student Edition 2- year Print/Digital + SuccessMaker Math Bundle- OPTION/Alternative-Grade 7	Berry, et al	1	2026	x	x	2 years	\$ 87.00	N
33	Math 7 / Math 6 Adv	97982134057 05	enVision Math Virginia Student Edition 1-year Print/Digital Bundle Grade 7	Berry, et al	1	2026	x	x	1 year	\$ 40.00	N
34	Math 7 / Math 6	97982134062 76	enVision Mathematics Virginia Student Edition 1-	Berry, et al	1	2026	x	x	1 year	\$ 48.00	N

	Adv		year Print/Digital + MSDA Growth Diagnostic Assessment Bundle-OPTION/Alternative-Grade 7								
35	Math 7 / Math 6 Adv	9798213406061	enVision Mathematics Virginia Student Edition 1-year Print/Digital + SuccessMaker Math Bundle-OPTION/Alternative-Grade 7	Berry, et al	1	2026	x	x	1 year	\$ 52.00	N
36	Math 7 / Math 6 Adv	9780768565799	enVision Mathematics Language Support Handbook-Grade 7	Berry, et al	1	2026	x	x	NA	\$ 159.00	N
37	Math 7 / Math 6 Adv	9798213055191	ENVISION MATH 2026 VIRGINIA STUDENT EDITION GRADE 7 VOLUME 1	Berry, et al	1	2026	x		NA	\$ 19.50	N
38	Math 7 / Math 6 Adv	9798213055207	ENVISION MATH 2026 VIRGINIA STUDENT EDITION GRADE 7 VOLUME 2	Berry, et al	1	2026	x		NA	\$ 19.50	N
39	Math 7 / Math 6 Adv	9781428546295	MOMENTUM ADD-ON 1 YR GRADE 7	NA	1	2026		x	1 year	\$ 10.00	N
40	Math 7 / Math 6 Adv	9781428546387	MOMENTUM ADD-ON 2 YR GRADE 7	NA	1	2026		x	2 years	\$ 20.00	N
41	Math 7 / Math 6 Adv	9781428546479	MOMENTUM ADD-ON 3 YR GRADE 7	NA	1	2026		x	3 years	\$ 30.00	N
42	Math 7 / Math 6 Adv	9781428546561	MOMENTUM ADD-ON 4 YR GRADE 7	NA	1	2026		x	4 years	\$ 40.00	N
43	Math 7 / Math 6 Adv	9781428546653	MOMENTUM ADD-ON 5 YR GRADE 7	NA	1	2026		x	5 years	\$ 50.00	N
44	Math 7 / Math 6 Adv	9781428546745	MOMENTUM ADD-ON 6 YR GRADE 7	NA	1	2026		x	6 years	\$ 60.00	N
45	Math 7 / Math 6 Adv	9781428546837	MOMENTUM ADD-ON 7 YR GRADE 7	NA	1	2026		x	7 years	\$ 70.00	N

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46	Math 7 / Math 6 Adv	97982137013 95	ENVISION MATHEMATICS 2026 FAIRFAX VA STUDENT EDITION 7-YEAR SUBSCRIPTION + DIGITAL 7-YEAR LICENSE + SUCCESSMAKER 7- YEAR LICENSE GRADE 7	Berry, et al	1	2026	x	x	7 years	\$ 247.00	N
47	Math 7 / Math 6 Adv	97982137014 18	ENVISION MATHEMATICS 2026 FAIRFAX VIRGINIA TEACHER EDITION PACKAGE GRADE 7	Berry, et al	1	2026	x	x	7 years	\$ 736.00	Y, Teacher Edition provided 1 per teacher with minimum classroom purchase (1:75) of a 7-Year Bundle.

Handling and Shipping Charges (if any). Please provide details:	Shipping and Handling is 3%
Integration or automation charges (if any):	NA
Provide information about any additional discounts available (bundle purchase, multiple courses discount, etc.):	NA
*If gratis materials are available, please describe here:	Details in Price List

Line Item #	FCPS Course Name (Course List Line Number, Ref: Attachment A Math Course List)	ISBN	Textbook Title	Author(s)/ Editor(s)	Edition	Copyright Year	Print	Digital	Subscription Length (Years)	Contract Price	Gratis (Y/N), provide details
1	Prealgebra/Math 7 Honors	9798213046458	ENVISION MATHEMATICS 2026 VIRGINIA STUDENT EDITION 7-YEAR SUBSCRIPTION +7 YEAR DIGITAL COURSEWARE LICENSE GRADE 8	Berry, et al	1	2026	x	x	7 years	\$180.50	N, All Teacher and Student Content is included with the Digital License.
2	Prealgebra/Math 7 Honors	9798213046410	ENVISION MATHEMATICS 2026 VIRGINIA DIGITAL COURSEWARE 7-YEAR LICENSE GRADE 8	Berry, et al	1	2026		x	7 years	\$123.00	N
3	Prealgebra/Math 7 Honors	9798213406467	ENVISION MATHEMATICS 2026 VIRGINIA STUDENT EDITION 7-YEAR SUBSCRIPTION+DIGITAL 7-YEAR LICENSE+MOMENTUM MATH WITH GROWTH 7-YEAR LICENSE GRADE 8	Berry, et al	1	2026	x	x	7 years	\$236.50	N
4	Prealgebra/Math 7 Honors	9798213406252	ENVISION MATHEMATICS 2026 VIRGINIA STUDENT EDITION 7-YEAR SUBSCRIPTION + DIGITAL 7-YEAR LICENSE + SUCCESSMAKER 7-YEAR LICENSE GRADE	Berry, et al	1	2026	x	x	7 years	\$247.00	N

			8								
5	Prealgebra/Math 7 Honors	9798213406672	ENVISION MATHEMATICS 2026 VIRGINIA STUDENT EDITION 7-YEAR SUB+DIGITAL 7-YEAR LICENSE+MOMENTUM MATH WITH GROWTH+SUCCESSMAKER 7-YEAR LIC GRADE 8	Berry, et al	1	2026	x	x	7 years	\$ 303.00	N
6	Prealgebra/Math 7 Honors	9798213405712	ENVISION MATHEMATICS 2026 VIRGINIA STUDENT EDITION 1-YEAR SUBSCRIPTION +1-YEAR DIGITAL LICENSE GRADE 8	Berry, et al	1	2026	x	x	1 year	\$ 40.00	N
7	Prealgebra/Math 7 Honors	9798213405538	ENVISION MATHEMATICS 2026 VIRGINIA DIGITAL 1-YEAR LICENSE GRADE 8	Berry, et al	1	2026		x	1 year	\$ 29.50	N
8	Prealgebra/Math 7 Honors	9798213406283	ENVISION MATHEMATICS 2026 VIRGINIA STUDENT EDITION 1-YEAR SUBSCRIPTION+DIGITAL 1-YEAR LICENSE+MOMENTUM MATH WITH GROWTH 1-YEAR LICENSE GRADE 8	Berry, et al	1	2026	x	x	1 year	\$ 48.00	N
9	Prealgebra/Math 7 Honors	9798213406078	ENVISION MATHEMATICS 2026 VIRGINIA STUDENT EDITION 1-YEAR SUBSCRIPTION + DIGITAL 1-YEAR LICENSE + SUCCESSMAKER 1-YEAR LICENSE GRADE 8	Berry, et al	1	2026	x	x	1 year	\$ 52.00	N

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10	Prealgebra/Math 7 Honors	9798213406498	ENVISION MATHEMATICS 2026 VIRGINIA STUDENT EDITION 1-YEAR SUB+DIGITAL 1-YEAR LICENSE+MOMENTUM MATH WITH GROWTH+SUCCESSMAKER 1-YEAR LIC GRADE 8	Berry, et al	1	2026	x	x	1 year	\$ 60.00	N
11	Prealgebra/Math 7 Honors	9798213046496	ENVISION MATHEMATICS 2026 VIRGINIA TEACHER EDITION PACKAGE GRADE 8	Berry, et al	1	2026	x		N/A	\$ 736.00	Y, Teacher Edition provided 1 per teacher with minimum classroom purchase (1:75) of a 7-Year Bundle.
12	Prealgebra/Math 7 Honors	9798213454833	ENVISION MATHEMATICS 2026 VIRGINIA CLASSROOM MANIPULATIVE KIT GRADE 8	Berry, et al	1	2026	x		N/A	\$ 151.00	Y, Manipulative Kit provided 1 per teacher with minimum classroom purchase (1:75) of a 7-Year Bundle, first year only.
13	Prealgebra/Math 7 Honors	9798213055344	ENVISION MATH 2026 VIRGINIA ADDITIONAL PRACTICE WORKBOOK GRADE 8	Berry, et al	1	2026	x		N/A	\$ 20.00	Y, Workbook provided 1 per teacher with

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											minimum classroom purchase (1:75) of a 7-Year Bundle.
14	Prealgebra/M ath 7 Honors	97982134060 47	ENVISION MATHEMATICS 2026 VIRGINIA ADDITIONAL PRACTICE WORKBOOK 7-YEAR SUBSCRIPTION GRADE 8	Berry, et al	1	2026	x		7 years	\$ 90.00	Y, Workbook subscriptio n provided 1 per student with purchase of a 7- Year Bundle.
15	Prealgebra/M ath 7 Honors	97982130464 58	enVision Math Virginia Student Edition 7-year Print/Digital Bundle Grade 8	Berry, et al	1	2026	x	x	7 years	\$ 180.50	N
16	Prealgebra/M ath 7 Honors	97982134064 67	enVision Mathematics Virginia Student Edition 7- year Print/Digital + MSDA Growth Diagnostic Assessment Bundle- OPTION/Alternative- Grade 8	Berry, et al	1	2026	x	x	8 years	\$ 236.50	N
17	Prealgebra/M ath 7 Honors	97982134062 52	enVision Mathematics Virginia Student Edition 7- year Print/Digital + SuccessMaker Math Bundle- OPTION/Alternative- Grade 8	Berry, et al	1	2026	x	x	9 years	\$ 247.00	N
18	Prealgebra/M ath 7 Honors	97982134058 66	enVision Math Virginia Student Edition 6-year Print/Digital Bundle Grade 8	Berry, et al	1	2026	x	x	6 years	\$ 157.50	N
19	Prealgebra/M ath 7 Honors	97982134064 36	enVision Mathematics Virginia Student Edition 6- year Print/Digital + MSDA Growth Diagnostic Assessment Bundle-	Berry, et al	1	2026	x	x	6 years	\$ 205.50	N

			OPTION/Alternative- Grade 8								
20	Prealgebra/Math 7 Honors	9798213406221	enVision Mathematics Virginia Student Edition 6-year Print/Digital + SuccessMaker Math Bundle- OPTION/Alternative-Grade 8	Berry, et al	1	2026	x	x	6 years	\$ 214.50	N
21	Prealgebra/Math 7 Honors	9798213405835	enVision Math Virginia Student Edition 5-year Print/Digital Bundle Grade 8	Berry, et al	1	2026	x	x	5 years	\$ 131.50	N
22	Prealgebra/Math 7 Honors	9798213406405	enVision Mathematics Virginia Student Edition 5-year Print/Digital + MSDA Growth Diagnostic Assessment Bundle- OPTION/Alternative-Grade 8	Berry, et al	1	2026	x	x	5 years	\$ 171.50	N
23	Prealgebra/Math 7 Honors	9798213406191	enVision Mathematics Virginia Student Edition 5-year Print/Digital + SuccessMaker Math Bundle- OPTION/Alternative-Grade 8	Berry, et al	1	2026	x	x	5 years	\$ 181.50	N
24	Prealgebra/Math 7 Honors	9798213405804	enVision Math Virginia Student Edition 4-year Print/Digital Bundle Grade 8	Berry, et al	1	2026	x	x	4 years	\$ 109.00	N
25	Prealgebra/Math 7 Honors	9798213406375	enVision Mathematics Virginia Student Edition 4-year Print/Digital + MSDA Growth Diagnostic Assessment Bundle- OPTION/Alternative-Grade 8	Berry, et al	1	2026	x	x	4 years	\$ 141.00	N
26	Prealgebra/Math 7 Honors	9798213406160	enVision Mathematics Virginia Student Edition 4-year Print/Digital + SuccessMaker Math Bundle-	Berry, et al	1	2026	x	x	4 years	\$ 149.00	N

			OPTION/Alternative- Grade 8								
27	Prealgebra/M ath 7 Honors	97982134057 74	enVision Math Virginia Student Edition 3-year Print/Digital Bundle Grade 8	Berry, et al	1	2026	x	x	3 years	\$ 86.00	N
28	Prealgebra/M ath 7 Honors	97982134063 44	enVision Mathematics Virginia Student Edition 3- year Print/Digital + MSDA Growth Diagnostic Assessment Bundle- OPTION/Alternative- Grade 8	Berry, et al	1	2026	x	x	3 years	\$ 110.00	N
29	Prealgebra/M ath 7 Honors	97982134061 39	enVision Mathematics Virginia Student Edition 3- year Print/Digital + SuccessMaker Math Bundle- OPTION/Alternative- Grade 8	Berry, et al	1	2026	x	x	3 years	\$ 116.00	N
30	Prealgebra/M ath 7 Honors	97982134057 43	enVision Math Virginia Student Edition 2-year Print/Digital Bundle Grade 8	Berry, et al	1	2026	x	x	2 years	\$ 63.00	N
31	Prealgebra/M ath 7 Honors	97982134063 13	enVision Mathematics Virginia Student Edition 2- year Print/Digital + MSDA Growth Diagnostic Assessment Bundle- OPTION/Alternative- Grade 8	Berry, et al	1	2026	x	x	2 years	\$ 79.00	N
32	Prealgebra/M ath 7 Honors	97982134061 08	enVision Mathematics Virginia Student Edition 2- year Print/Digital + SuccessMaker Math Bundle- OPTION/Alternative- Grade 8	Berry, et al	1	2026	x	x	2 years	\$ 87.00	N
33	Prealgebra/M ath 7 Honors	97982134057 12	enVision Math Virginia Student Edition 1-year Print/Digital Bundle Grade 8	Berry, et al	1	2026	x	x	1 year	\$ 40.00	N

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34	Prealgebra/Math 7 Honors	9798213406283	enVision Mathematics Virginia Student Edition 1-year Print/Digital + MSDA Growth Diagnostic Assessment Bundle-OPTION/Alternative-Grade 8	Berry, et al	1	2026	x	x	1 year	\$ 48.00	N
35	Prealgebra/Math 7 Honors	9798213406078	enVision Mathematics Virginia Student Edition 1-year Print/Digital + SuccessMaker Math Bundle-OPTION/Alternative-Grade 8	Berry, et al	1	2026	x	x	1 year	\$ 52.00	N
36	Prealgebra/Math 7 Honors	9798213055214	ENVISION MATH 2026 VIRGINIA STUDENT EDITION GRADE 8 VOLUME 1	Berry, et al	1	2026	x		NA	\$ 19.50	N
37	Prealgebra/Math 7 Honors	9798213055221	ENVISION MATH 2026 VIRGINIA STUDENT EDITION GRADE 8 VOLUME 2	Berry, et al	1	2026	x		NA	\$ 19.50	N
38	Prealgebra/Math 7 Honors	9780768565805	enVision Mathematics Language Support Handbook-Grade 8	Berry, et al	1	2026	x		NA	\$ 159.00	N
39	Prealgebra/Math 7 Honors	9781428546301	MOMENTUM ADD-ON 1 YR GRADE 8	NA	1	2026		x	1 year	\$ 10.00	N
40	Prealgebra/Math 7 Honors	9781428546394	MOMENTUM ADD-ON 2 YR GRADE 8	NA	1	2026		x	2 years	\$ 20.00	N
41	Prealgebra/Math 7 Honors	9781428546486	MOMENTUM ADD-ON 3 YR GRADE 8	NA	1	2026		x	3 years	\$ 30.00	N
42	Prealgebra/Math 7 Honors	9781428546578	MOMENTUM ADD-ON 4 YR GRADE 8	NA	1	2026		x	4 years	\$ 40.00	N
43	Prealgebra/Math 7 Honors	9781428546660	MOMENTUM ADD-ON 5 YR GRADE 8	NA	1	2026		x	5 years	\$ 50.00	N
44	Prealgebra/Math 7 Honors	9781428546752	MOMENTUM ADD-ON 6 YR GRADE 8	NA	1	2026		x	6 years	\$ 60.00	N

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45	Prealgebra/Math 7 Honors	9781428546844	MOMENTUM ADD-ON 7 YR GRADE 8	NA	1	2026		x	7 years	\$70.00	N
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Provide information about any additional discounts available (bundle purchase, multiple courses discount, etc.):	NA
*If gratis materials are available, please describe here:	Details in Price List

Line Item #	FCPS Course Name (Course List Line Number, Ref: Attachment A Math Course List)	ISBN	Textbook Title	Author(s) / Editor(s)	Edition	Copyright Year	Print	Digital	Subscription Length (Years)	Contract Price	Gratis (Y/N), provide details
1	Algebra 1/ Algebra 1 Honors	9798213046519	ENVISION AGA 2026 VIRGINIA ALGEBRA 1 STUDENT EDITION + DIGITAL COURSEWARE 7-YEAR LICENSE GRADE 8/9	Milou, et al	1	2026	x	x	7 years	\$173.00	N, All Teacher and Student Content is included with the Digital License.
2	Algebra 1/ Algebra 1 Honors	9798213046540	ENVISION AGA 2026 VIRGINIA ALGEBRA 1 DIGITAL COURSEWARE 7-YEAR LICENSE GRADE 8/9	Milou, et al	1	2026		x	7 years	\$132.00	N
3	Algebra 1/ Algebra 1 Honors	9798213405057	ENVISION AGA 2026 VIRGINIA ALGEBRA 1 STUDENT COMPANION + DIGITAL COURSEWARE 7-YEAR LICENSE GRADE 8/9	Milou, et al	1	2026	x	x	7 years	\$187.00	N
4	Algebra 1/ Algebra 1 Honors	9798213405262	ENVISION AGA 2026 VIRGINIA ALGEBRA 1 STUDENT EDITION + DIGITAL 7-YEAR LICENSE + STUDENT COMPANION 7 YEAR SUBSCRIPTION	Milou, et al	1	2026	x	x	7 years	\$231.00	N
5	Algebra 1/ Algebra 1 Honors	9798213404692	ENVISION AGA 2026 VIRGINIA ALGEBRA 1 STUDENT EDITION + DIGITAL COURSEWARE 1-YEAR LICENSE	Milou, et al	1	2026	x	x	1 year	\$152.00	N

			GRADE 8/9								
6	Algebra 1/ Algebra 1 Honors	97982134045 17	ENVISIONAGA 2026 VIRGINIA ALGEBRA 1 DIGITAL COURSEWARE 1-YEAR LICENSE GRADES 8/9	Milou, et al	1	2026		x	1 year	\$32.00	N
7	Algebra 1/ Algebra 1 Honors	97982134048 76	ENVISION AGA 2026 VIRGINIA ALGEBRA 1 STUDENT COMPANION + DIGITAL COURSEWARE 1-YEAR LICENSE GRADE 8/9	Milou, et al	1	2026	x	x	1 year	\$54.50	N
8	Algebra 1/ Algebra 1 Honors	97982134050 88	ENVISIONAGA 2026 VIRGINIA ALGEBRA 1 STUDENT EDITION + DIGITAL 1-YEAR LICENSE + STUDENT COMPANION 1-YEAR SUBSCRIPTION	Milou, et al	1	2026	x	x	1 year	\$171.00	N
9	Algebra 1/ Algebra 1 Honors	97982130465 71	ENVISION AGA 2026 VIRGINIA ALGEBRA 1 TEACHER EDITION PACKAGE GRADE 8/9	Milou, et al	1	2026	x		N/A	\$709.00	Y, Teacher Edition provided 1 per teacher with minimum classroom purchase (1:75) of a 7-Year Bundle.
10	Algebra 1/ Algebra 1 Honors	97982134001 75	ENVISION MATH 2026 VIRGINIA STUDENT COMPANION ALGEBRA 1	Milou, et al	1	2026	x		N/A	\$28.00	Y, Workboo k provided 1 per student per year, upon request, with

											purchase of an Enhanced Blended or Enhanced Digital 7-Year Bundle.
11	Algebra 1/ Algebra 1 Honors	9798213422719	ENVISION AGA 2026 VIRGINIA ALGEBRA 1 STUDENT EDITION + DIGITAL COURSEWARE 7-YEAR LICENSE + SUCCESSMAKER FOUNDATION OF HIGH SCHOOL	Milou, et al	1	2026	x	x	7 years	\$239.50	N
12	Algebra 1/ Algebra 1 Honors	9798213445060	ENVISION AGA 2026 VIRGINIA ALGEBRA 1 DIGITAL COURSEWARE 7-YEAR LICENSE + SUCCESSMAKER FOUNDATION OF HIGH SCHOOL MATH 7-YEAR LICENSE	Milou, et al	1	2026		x	7 years	\$198.50	N
13	Algebra 1/ Algebra 1 Honors	9798213405477	ENVISION AGA 2026 VIRGINIA ALGEBRA 1 STUDENT COMPANION 7-YEAR SUB+DIGITAL COURSEWARE 7-YEAR LICENSE+SUCCESSMAKER FOUNDATION OF HIGH SCHOOL MATH	Milou, et al	1	2026	x	x	7 years	\$253.50	N
14	Algebra 1/ Algebra 1 Honors	9798213422924	ENVISION AGA 2026 VIRGINIA ALGEBRA 1 STUDENT EDITION+STUDENT COMPANION 7YR SUB+DIGITAL COURSEWARE 7YL+SUCCESSMAKER FOUNDATION OF HIGH SCHOOL MATH 7YL	Milou, et al	1	2026	x	x	7 years	\$297.50	N

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15	Algebra 1/ Algebra 1 Honors	97982134225 35	ENVISION AGA 2026 VIRGINIA ALGEBRA 1 STUDENT EDITION + DIGITAL COURSEWARE 1-YEAR LICENSE + SUCCESSMAKER FOUNDATION OF HIGH SCHOOL	Milou, et al	1	2026	x	x	1 year	\$164.00	N
16	Algebra 1/ Algebra 1 Honors	97982134448 89	ENVISION AGA 2026 VIRGINIA ALGEBRA 1 DIGITAL COURSEWARE 1-YEAR LICENSE + SUCCESSMAKER FOUNDATION OF HIGH SCHOOL MATH 1-YEAR LICENSE	Milou, et al	1	2026		x	1 year	\$44.00	N
17	Algebra 1/ Algebra 1 Honors	97982134052 93	ENVISION AGA 2026 VIRGINIA ALGEBRA 1 STUDENT COMPANION 1-YEAR SUB+DIGITAL COURSEWARE 1-YEAR LICENSE+SUCCESSMAK ER FOUNDATION OF HIGH SCHOOL MATH	Milou, et al	1	2026	x	x	1 year	\$66.50	N
18	Algebra 1/ Algebra 1 Honors	97982134227 40	ENVISION AGA 2026 VIRGINIA ALGEBRA 1 STUDENT EDITION+STUDENT COMPANION 1YR SUB+DIGITAL COURSEWARE 1YL+SUCCESSMAKER FOUNDATION OF HIGH SCHOOL MATH 1YL	Milou, et al	1	2026	x	x	1 year	\$183.00	N
19	Algebra 1/ Algebra 1 Honors	97982135366 52	ENVISION AGA 2026 VIRGINIA ALGEBRA 1 STUDENT EDITION+STUDENT COMPANION 7YR SUB+DIGITAL COURSEWARE 7YL=MOMENTUM MATH 7YL	Milou, et al	1	2026	x	x	7 years	\$287.00	N

20	Algebra 1/ Algebra 1 Honors	97982136948 71	ENVISION AGA 2026 VIRGINIA ALGEBRA 1 STUDENT EDITION+STUDENT COMPANION 7-YEAR SUB+DIGITAL COURSEWARE 7-YR LIC+MOMENTUM MATH+SUCCESSMAKER FHS 7-YR LIC	Milou, et al	1	2026	x	x	7 years	\$353.50	N
21	Algebra 1/ Algebra 1 Honors	97982130465 19	enVision Algebra 1 Virginia Student Edition 7- year Print/Digital Bundle Algebra 1	Milou, et al	1	2026	x	x	7 years	\$ 173.00	N
22	Algebra 1/ Algebra 1 Honors	97982134793 00	enVision Algebra 1 Virginia Student Edition 7- year Print/Digital + MSDA Growth Diagnostic Assessment Bundle- OPTION/Alternative- Algebra 1	Milou, et al	1	2026	x	x	7 years	\$ 229.00	N
23	Algebra 1/ Algebra 1 Honors	97982134227 19	enVision Algebra 1 Virginia Student Edition 7- year Print/Digital + SuccessMaker Math Bundle- OPTION/Alternative- Algebra 1	Milou, et al	1	2026	x	x	7 years	\$ 239.50	N
24	Algebra 1/ Algebra 1 Honors	97982134052 62	enVision Algebra 1 Virginia Student Edition 7- year Print/Digital + Student Companion Bundle- OPTION/Alternative- Algebra 1	Milou, et al	1	2026	x	x	7 years	\$ 231.00	N
25	Algebra 1/ Algebra 1 Honors	97982134048 45	enVision Algebra 1 Virginia Student Edition 6- year Print/Digital Bundle Algebra 1	Milou, et al	1	2026	x	x	6 years	\$ 167.00	N
26	Algebra 1/ Algebra 1 Honors	97982134792 94	enVision Algebra 1 Virginia Student Edition 6- year Print/Digital + MSDA Growth Diagnostic Assessment Bundle- OPTION/Alternative-	Milou, et al	1	2026	x	x	6 years	\$ 215.00	N

			Algebra 1								
27	Algebra 1/ Algebra 1 Honors	97982134226 89	enVision Algebra 1 Virginia Student Edition 6- year Print/Digital + SuccessMaker Math Bundle- OPTION/Alternative- Algebra 1	Milou, et al	1	2026	x	x	6 years	\$ 224.00	N
28	Algebra 1/ Algebra 1 Honors	97982134052 31	enVision Algebra 1 Virginia Student Edition 6- year Print/Digital + Student Companion Bundle- OPTION/Alternative- Algebra 1	Milou, et al	1	2026	x	x	6 years	\$ 214.00	N
29	Algebra 1/ Algebra 1 Honors	97982134048 14	enVision Algebra 1 Virginia Student Edition 5- year Print/Digital Bundle Algebra 1	Milou, et al	1	2026	x	x	5 years	\$ 164.50	N
30	Algebra 1/ Algebra 1 Honors	97982134792 87	enVision Algebra 1 Virginia Student Edition 5- year Print/Digital + MSDA Growth Diagnostic Assessment Bundle- OPTION/Alternative- Algebra 1	Milou, et al	1	2026	x	x	5 years	\$ 204.50	N
31	Algebra 1/ Algebra 1 Honors	97982134226 58	enVision Algebra 1 Virginia Student Edition 5- year Print/Digital + SuccessMaker Math Bundle- OPTION/Alternative- Algebra 1	Milou, et al	1	2026	x	x	5 years	\$ 214.50	N
32	Algebra 1/ Algebra 1 Honors	97982134052 00	enVision Algebra 1 Virginia Student Edition 5- year Print/Digital + Student Companion Bundle- OPTION/Alternative- Algebra 1	Milou, et al	1	2026	x	x	5 years	\$ 211.50	N
33	Algebra 1/ Algebra 1 Honors	97982134047 84	enVision Algebra 1 Virginia Student Edition 4- year Print/Digital Bundle Algebra 1	Milou, et al	1	2026	x	x	4 years	\$ 161.50	N

35	Algebra 1/ Algebra 1 Honors	97982134792 70	enVision Algebra 1 Virginia Student Edition 4- year Print/Digital + MSDA Growth Diagnostic Assessment Bundle- OPTION/Alternative- Algebra 1	Milou, et al	1	2026	x	x	4 years	\$ 193.50	N
36	Algebra 1/ Algebra 1 Honors	97982134226 27	enVision Algebra 1 Virginia Student Edition 4- year Print/Digital + SuccessMaker Math Bundle- OPTION/Alternative- Algebra 1	Milou, et al	1	2026	x	x	4 years	\$ 201.50	N
37	Algebra 1/ Algebra 1 Honors	97982134051 70	enVision Algebra 1 Virginia Student Edition 4- year Print/Digital + Student Companion Bundle- OPTION/Alternative- Algebra 1	Milou, et al	1	2026	x	x	4 years	\$ 203.00	N
38	Algebra 1/ Algebra 1 Honors	97982134047 53	enVision Algebra 1 Virginia Student Edition 3- year Print/Digital Bundle Algebra 1	Milou, et al	1	2026	x	x	3 years	\$ 158.50	N
29	Algebra 1/ Algebra 1 Honors	97982134792 63	enVision Algebra 1 Virginia Student Edition 3- year Print/Digital + MSDA Growth Diagnostic Assessment Bundle- OPTION/Alternative- Algebra 1	Milou, et al	1	2026	x	x	3 years	\$ 182.50	N
40	Algebra 1/ Algebra 1 Honors	97982134225 97	enVision Algebra 1 Virginia Student Edition 3- year Print/Digital + SuccessMaker Math Bundle- OPTION/Alternative- Algebra 1	Milou, et al	1	2026	x	x	3 years	\$ 188.50	N
41	Algebra 1/ Algebra 1 Honors	97982134051 49	enVision Algebra 1 Virginia Student Edition 3- year Print/Digital + Student Companion Bundle- OPTION/Alternative- Algebra 1	Milou, et al	1	2026	x	x	3 years	\$ 195.00	N

42	Algebra 1/ Algebra 1 Honors	97982134047 22	enVision Algebra 1 Virginia Student Edition 2- year Print/Digital Bundle Algebra 1	Milou, et al	1	2026	x	x	2 years	\$ 155.00	N
43	Algebra 1/ Algebra 1 Honors	97982134792 56	enVision Algebra 1 Virginia Student Edition 2- year Print/Digital + MSDA Growth Diagnostic Assessment Bundle- OPTION/Alternative- Algebra 1	Milou, et al	1	2026	x	x	2 years	\$ 171.00	N
44	Algebra 1/ Algebra 1 Honors	97982134225 66	enVision Algebra 1 Virginia Student Edition 2- year Print/Digital + SuccessMaker Math Bundle- OPTION/Alternative- Algebra 1	Milou, et al	1	2026	x	x	2 years	\$ 179.00	N
45	Algebra 1/ Algebra 1 Honors	97982134051 18	enVision Algebra 1 Virginia Student Edition 2- year Print/Digital + Student Companion Bundle- OPTION/Alternative- Algebra 1	Milou, et al	1	2026	x	x	2 years	\$ 183.00	N
46	Algebra 1/ Algebra 1 Honors	97982134046 92	enVision Algebra 1 Virginia Student Edition 1- year Print/Digital Bundle Algebra 1	Milou, et al	1	2026	x	x	1 year	\$ 152.00	N
47	Algebra 1/ Algebra 1 Honors	97982134792 49	enVision Algebra 1 Virginia Student Edition 1- year Print/Digital + MSDA Growth Diagnostic Assessment Bundle- OPTION/Alternative- Algebra 1	Milou, et al	1	2026	x	x	1 year	\$ 160.00	N
48	Algebra 1/ Algebra 1 Honors	97982134225 35	enVision Algebra 1 Virginia Student Edition 1- year Print/Digital + SuccessMaker Math Bundle- OPTION/Alternative- Algebra 1	Milou, et al	1	2026	x	x	1 year	\$ 164.00	N

49	Algebra 1/ Algebra 1 Honors	97982134050 88	enVision Algebra 1 Virginia Student Edition 1- year Print/Digital + Student Companion Bundle- OPTION/Alternative- Algebra 1	Milou, et al	1	2026	x	x	1 year	\$ 171.00	N
50	Algebra 1/ Algebra 1 Honors	97982134050 57	enVision Algebra 1 Virginia Student Companion 7-year Digital Enhanced Bundle Algebra 1	Milou, et al	1	2026	x	x	7 years	\$ 187.00	N
51	Algebra 1/ Algebra 1 Honors	97982134054 77	enVision Algebra 1 Virginia Student Companion 7-year Digital Enhanced Bundle + SuccessMaker Math Bundle- OPTION/Alternative- Algebra 1	Milou, et al	1	2026	x	x	7 years	\$ 253.50	N
52	Algebra 1/ Algebra 1 Honors	97982134048 76	enVision Algebra 1 Virginia Student Companion 1-year Digital Enhanced Bundle Algebra 1	Milou, et al	1	2026	x	x	1 year	\$ 54.50	N
53	Algebra 1/ Algebra 1 Honors	97982134052 93	enVision Algebra 1 Virginia Student Companion 1-year Digital Enhanced Bundle + SuccessMaker Math Bundle- OPTION/Alternative- Algebra 1	Milou, et al	1	2026	x	x	1 year	\$ 66.50	N
55	Algebra 1/ Algebra 1 Honors	97982134001 75	enVision Algebra 1 Student Companion	Milou, et al	1	2026	x		1 year	\$ 28.00	N
56	Algebra 1/ Algebra 1 Honors	97982134001 44	ENVISION MATH 2026 VIRGINIA STUDENT EDITION ALGEBRA 1	Milou, et al	1	2026	x		NA	\$ 119.00	N
57	Algebra 1/ Algebra 1 Honors	97982134748 48	MOMENTUM ADD-ON 1 YR ALGEBRA 1	NA	1	2026		x	1 year	\$ 10.00	N
58	Algebra 1/ Algebra 1 Honors	97982134748 55	MOMENTUM ADD-ON 2 YR ALGEBRA 1	NA	1	2026		x	2 years	\$ 20.00	N

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59	Algebra 1/ Algebra 1 Honors	97982134748 62	MOMENTUM ADD-ON 3 YR ALGEBRA 1	NA	1	2026		x	3 years	\$ 30.00	N
60	Algebra 1/ Algebra 1 Honors	97982134748 79	MOMENTUM ADD-ON 4 YR ALGEBRA 1	NA	1	2026		x	4 years	\$ 40.00	N
61	Algebra 1/ Algebra 1 Honors	97982134748 86	MOMENTUM ADD-ON 5 YR ALGEBRA 1	NA	1	2026		x	5 years	\$ 50.00	N
62	Algebra 1/ Algebra 1 Honors	97982134748 93	MOMENTUM ADD-ON 6 YR ALGEBRA 1	NA	1	2026		x	6 years	\$ 60.00	N
63	Algebra 1/ Algebra 1 Honors	97982134749 09	MOMENTUM ADD-ON 7 YR ALGEBRA 1	NA	1	2026		x	7 years	\$ 70.00	N
64	Algebra 1/ Algebra 1 Honors	97982137014 25	ENVISION AGA 2026 FAIRFAX VA ALGEBRA 1 STUDENT EDITION+STUDENT COMPANION 7YR SUB+DIGITAL COURSEWARE 7YL+SUCCESSMAKER FOUNDATION OF HIGH SCHOOL MATH 7YL	Milou, et al	1	2026	x	x	7 years	\$ 297.00	N
65	Algebra 1/ Algebra 1 Honors	97982137014 32	ENVISION AGA 2026 VIRGINIA FAIRFAX ALGEBRA 1 TEACHER EDITION PACKAGE	Milou, et al	1	2026	x	x	NA	\$ 709.00	Y, Teacher Edition provided 1 per teacher with minimum classroom purchase (1:75) of a 7-Year Bundle.

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*If gratis materials are available, please describe here:	Details in Price List

Line Item #	FCPS Course Name (Course List Line Number, Ref: Attachment A Math Course List)	ISBN	Textbook Title	Author(s) / Editor(s)	Edition	Copyright Year	Print	Digital	Subscription Length (Years)	Contract Price	Gratis (Y/N), provide details
1	Geometry/ Geometry Honors	9798213046526	ENVISION AGA 2026 VIRGINIA GEOMETRY STUDENT EDITION + DIGITAL COURSEWARE 7-YEAR LICENSE GRADE 9/10	Milou, et al	1	2026	x	x	7 years	\$173.00	N, All Teacher and Student Content is included with the Digital License.
2	Geometry/ Geometry Honors	9798213046557	ENVISION AGA 2026 VIRGINIA GEOMETRY DIGITAL COURSEWARE 7-YEAR LICENSE GRADE 9/10	Milou, et al	1	2026		x	7 years	\$132.00	N
3	Geometry/ Geometry Honors	9798213405064	ENVISION AGA 2026 VIRGINIA GEOMETRY STUDENT COMPANION + DIGITAL COURSEWARE 7-YEAR LICENSE GRADE 9/10	Milou, et al	1	2026	x	x	7 years	\$187.00	N
4	Geometry/ Geometry Honors	9798213405279	ENVISION AGA 2026 VIRGINIA GEOMETRY STUDENT EDITION + DIGITAL 7-YEAR LICENSE + STUDENT COMPANION 7-YEAR SUBSCRIPTION	Milou, et al	1	2026	x	x	7 years	\$231.00	N
5	Geometry/ Geometry Honors	9798213404708	ENVISION AGA 2026 VIRGINIA GEOMETRY STUDENT EDITION + DIGITAL COURSEWARE	Milou, et al	1	2026	x	x	1 year	\$152.00	N

			1-YEAR LICENSE GRADE 9/10								
6	Geometry/ Geometry Honors	97982134045 24	ENVISIONAGA 2026 VIRGINIA GEOMETRY DIGITAL COURSEWARE 1-YEAR LICENSE GRADES 9/10	Milou, et al	1	2026		x	1 year	\$32.00	N
7	Geometry/ Geometry Honors	97982134048 83	ENVISION AGA 2026 VIRGINIA GEOMETRY STUDENT COMPANION + DIGITAL COURSEWARE 1-YEAR LICENSE GRADE 9/10	Milou, et al	1	2026	x	x	1 year	\$54.50	N
8	Geometry/ Geometry Honors	97982134050 95	ENVISIONAGA 2026 VIRGINIA GEOMETRY STUDENT EDITION + DIGITAL 1-YEAR LICENSE + STUDENT COMPANION 1-YEAR SUBSCRIPTION	Milou, et al	1	2026	x	x	1 year	\$171.00	N
9	Geometry/ Geometry Honors	97982130465 88	ENVISION AGA 2026 VIRGINIA GEOMETRY TEACHER EDITION PACKAGE GRADE 9/10	Milou, et al	1	2026	x		N/A	\$709.00	Y, Teacher Edition provided 1 per teacher with minimum classroom purchase (1:75) of a 7-Year Bundle.

10	Geometry/ Geometry Honors	97982134001 82	ENVISION MATH 2026 VIRGINIA STUDENT COMPANION GEOMETRY	Milou, et al	1	2026	x		N/A	\$28.00	Y, Workboo k provided 1 per student per year, upon request, with purchase of an Enhance d Blended or Enhance d Digital 7-Year Bundle.
11	Geometry/ Geometry Honors	97982134227 26	ENVISION AGA 2026 VIRGINIA GEOMETRY STUDENT EDITION + DIGITAL COURSEWARE 7-YEAR LICENSE + SUCCESSMAKER FOUNDATION OF HIGH SCHOOL	Milou, et al	1	2026	x	x	7 years	\$239.50	N
12	Geometry/ Geometry Honors	97982134450 77	ENVISION AGA 2026 VIRGINIA GEOMETRY DIGITAL COURSEWARE 7-YEAR LICENSE + SUCCESSMAKER FOUNDATION OF HIGH SCHOOL MATH 7-YEAR LICENSE	Milou, et al	1	2026		x	7 years	\$198.50	N
13	Geometry/ Geometry Honors	97982134054 84	ENVISION AGA 2026 VIRGINIA GEOMETRY STUDENT COMPANION 7-YEAR SUB+DIGITAL COURSEWARE 7-YEAR LICENSE+SUCCESSMAK ER FOUNDATION OF HIGH SCHOOL MATH	Milou, et al	1	2026	x	x	7 years	\$253.50	N

14	Geometry/ Geometry Honors	97982134229 31	ENVISION AGA 2026 VIRGINIA GEOMETRY 1 STUDENT EDITION+STUDENT COMPANION 7YR SUB+DIGITAL COURSEWARE 7YL+SUCCESSMAKER FOUNDATION OF HIGH SCHOOL MATH 7YL	Milou, et al	1	2026	x	x	7 years	\$297.50	N
15	Geometry/ Geometry Honors	97982134225 42	ENVISION AGA 2026 VIRGINIA GEOMETRY STUDENT EDITION + DIGITAL COURSEWARE 1-YEAR LICENSE + SUCCESSMAKER FOUNDATION OF HIGH SCHOOL	Milou, et al	1	2026	x	x	1 year	\$164.00	N
16	Geometry/ Geometry Honors	97982134448 96	ENVISION AGA 2026 VIRGINIA GEOMETRY DIGITAL COURSEWARE 1-YEAR LICENSE + SUCCESSMAKER FOUNDATION OF HIGH SCHOOL MATH 1-YEAR LICENSE	Milou, et al	1	2026		x	1 year	\$44.00	N
17	Geometry/ Geometry Honors	97982134053 09	ENVISION AGA 2026 VIRGINIA GEOMETRY STUDENT COMPANION 1-YEAR SUB+DIGITAL COURSEWARE 1-YEAR LICENSE+SUCCESSMAK ER FOUNDATION OF HIGH SCHOOL MATH	Milou, et al	1	2026	x	x	1 year	\$66.50	N
18	Geometry/ Geometry Honors	97982134227 57	ENVISION AGA 2026 VIRGINIA GEOMETRY 1 STUDENT EDITION+STUDENT COMPANION 1YR SUB+DIGITAL COURSEWARE 1YL+SUCCESSMAKER FOUNDATION OF HIGH SCHOOL MATH 1YL	Milou, et al	1	2026	x	x	1 year	\$183.00	N

19	Geometry/ Geometry Honors	97982130477 14	SUCCESSMAKER FOUNDATIONS OF HIGH SCHOOL MATH BUNDLE	Milou, et al	1	2026	x	x	7 years	\$ 104.50	N
20	Geometry/ Geometry Honors	97982130474 17	SUCCESSMAKER FOUNDATIONS OF HIGH SCHOOL MATH BUNDLE	Milou, et al	1	2026	x	x	1 year	\$ 19.50	N
21	Geometry/ Geometry Honors	97982130465 26	enVision Geometry Virginia Student Edition 7- year Print/Digital Bundle Geometry	Milou, et al	1	2026	x	x	7 years	\$ 173.00	N
22	Geometry/ Geometry Honors	97982134227 26	enVision Geometry Virginia Student Edition 7- year Print/Digital + SuccessMaker Math Bundle- OPTION/Alternative- Geometry	Milou, et al	1	2026	x	x	7 years	\$ 239.50	N
23	Geometry/ Geometry Honors	97982134052 79	enVision Geometry Virginia Student Edition 7- year Print/Digital + Student Companion Bundle- OPTION/Alternative- Geometry	Milou, et al	1	2026	x	x	7 years	\$ 231.00	N
24	Geometry/ Geometry Honors	97982134048 52	enVision Geometry Virginia Student Edition 6- year Print/Digital Bundle Geometry	Milou, et al	1	2026	x	x	6 years	\$ 167.00	N
25	Geometry/ Geometry Honors	97982134226 96	enVision Geometry Virginia Student Edition 6- year Print/Digital + SuccessMaker Math Bundle- OPTION/Alternative- Geometry	Milou, et al	1	2026	x	x	6 years	\$ 224.00	N
26	Geometry/ Geometry Honors	97982134052 48	enVision Geometry Virginia Student Edition 6- year Print/Digital + Student Companion Bundle- OPTION/Alternative- Geometry	Milou, et al	1	2026	x	x	6 years	\$ 214.00	N
27	Geometry/ Geometry Honors	97982134048 21	enVision Geometry Virginia Student Edition 5- year Print/Digital Bundle Geometry	Milou, et al	1	2026	x	x	5 years	\$ 164.50	N

28	Geometry/ Geometry Honors	97982134226 65	enVision Geometry Virginia Student Edition 5- year Print/Digital + SuccessMaker Math Bundle- OPTION/Alternative- Geometry	Milou, et al	1	2026	x	x	5 years	\$ 214.50	N
29	Geometry/ Geometry Honors	97982134052 17	enVision Geometry Virginia Student Edition 5- year Print/Digital + Student Companion Bundle- OPTION/Alternative- Geometry	Milou, et al	1	2026	x	x	5 years	\$ 211.50	N
30	Geometry/ Geometry Honors	97982134047 91	enVision Geometry Virginia Student Edition 4- year Print/Digital Bundle Geometry	Milou, et al	1	2026	x	x	4 years	\$ 161.50	N
31	Geometry/ Geometry Honors	97982134226 34	enVision Geometry Virginia Student Edition 4- year Print/Digital + SuccessMaker Math Bundle- OPTION/Alternative- Geometry	Milou, et al	1	2026	x	x	4 years	\$ 201.50	N
32	Geometry/ Geometry Honors	97982134051 87	enVision Geometry Virginia Student Edition 4- year Print/Digital + Student Companion Bundle- OPTION/Alternative- Geometry	Milou, et al	1	2026	x	x	4 years	\$ 203.00	N
33	Geometry/ Geometry Honors	97982134047 60	enVision Geometry Virginia Student Edition 3- year Print/Digital Bundle Geometry	Milou, et al	1	2026	x	x	3 years	\$ 158.50	N
34	Geometry/ Geometry Honors	97982134226 03	enVision Geometry Virginia Student Edition 3- year Print/Digital + SuccessMaker Math Bundle- OPTION/Alternative- Geometry	Milou, et al	1	2026	x	x	3 years	\$ 188.50	N
35	Geometry/ Geometry Honors	97982134051 56	enVision Geometry Virginia Student Edition 3- year Print/Digital + Student	Milou, et al	1	2026	x	x	3 years	\$ 195.00	N

			Companion Bundle- OPTION/Alternative- Geometry								
36	Geometry/ Geometry Honors	97982134047 39	enVision Geometry Virginia Student Edition 2- year Print/Digital Bundle Geometry	Milou, et al	1	2026	x	x	2 years	\$ 155.00	N
37	Geometry/ Geometry Honors	97982134225 73	enVision Geometry Virginia Student Edition 2- year Print/Digital + SuccessMaker Math Bundle- OPTION/Alternative- Geometry	Milou, et al	1	2026	x	x	2 years	\$ 179.00	N
38	Geometry/ Geometry Honors	97982134051 25	enVision Geometry Virginia Student Edition 2- year Print/Digital + Student Companion Bundle- OPTION/Alternative- Geometry	Milou, et al	1	2026	x	x	2 years	\$ 183.00	N
39	Geometry/ Geometry Honors	97982134047 08	enVision Geometry Virginia Student Edition 1- year Print/Digital Bundle Geometry	Milou, et al	1	2026	x	x	1 year	\$ 152.00	N
40	Geometry/ Geometry Honors	97982134225 42	enVision Geometry Virginia Student Edition 1- year Print/Digital + SuccessMaker Math Bundle- OPTION/Alternative- Geometry	Milou, et al	1	2026	x	x	1 year	\$ 164.00	N
41	Geometry/ Geometry Honors	97982134050 95	enVision Geometry Virginia Student Edition 1- year Print/Digital + Student Companion Bundle- OPTION/Alternative- Geometry	Milou, et al	1	2026	x	x	1 year	\$ 171.00	N
42	Geometry/ Geometry Honors	97982134050 64	enVision Algebra 1 Virginia Student Companion 7-year Digital Enhanced Bundle Geometry	Milou, et al	1	2026	x	x	7 years	\$ 187.00	N

Contract Number 4400014873

43	Geometry/ Geometry Honors	97982134054 84	enVision Algebra 1 Virginia Student Companion 7-year Digital Enhanced Bundle + SuccessMaker Math Bundle- OPTION/Alternative- Geometry	Milou, et al	1	2026	x	x	7 years	\$ 253.50	N
44	Geometry/ Geometry Honors	97982134048 83	enVision Algebra 1 Virginia Student Companion 1-year Digital Enhanced Bundle Geometry	Milou, et al	1	2026	x	x	1 year	\$ 54.50	N
45	Geometry/ Geometry Honors	97982134053 09	enVision Algebra 1 Virginia Student Companion 1-year Digital Enhanced Bundle + SuccessMaker Math Bundle- OPTION/Alternative- Geometry	Milou, et al	1	2026	x	x	1 year	\$ 66.50	N
46	Geometry/ Geometry Honors	97982134001 51	ENVISION MATH 2026 VIRGINIA STUDENT EDITION GEOMETRY	Milou, et al	1	2026	x	x	2 year	\$ 119.00	N

Handling and Shipping Charges (if any). Please provide details:	Shipping and Handling is 3%
Integration or automation charges (if any):	NA
Provide information about any additional discounts available (bundle purchase, multiple courses discount, etc.):	NA
*If gratis materials are available, please describe here:	Details in Price List

Line Item #	FCPS Course Name (Course List Line Number, Ref: Attachment A Math Course List)	ISBN	Textbook Title	Author(s) / Editor(s)	Edition	Copyright Year	Print	Digital	Subscription Length (Years)	Contract Price	Gratis (Y/N), provide details
1	Algebra 2/ Algebra 2 Honors	9798213046533	ENVISION AGA 2026 VIRGINIA ALGEBRA 2 STUDENT EDITION + DIGITAL COURSEWARE 7-YEAR LICENSE GRADE 10/11	Milou, et al	1	2026	x	x	7 years	\$173.00	N, All Teacher and Student Content is included with the Digital License.
2	Algebra 2/ Algebra 2 Honors	9798213046564	ENVISION AGA 2026 VIRGINIA ALGEBRA 2 DIGITAL COURSEWARE 7-YEAR LICENSE GRADE 10/11	Milou, et al	1	2026		x	7 years	\$132.00	N
3	Algebra 2/ Algebra 2 Honors	9798213405071	ENVISION AGA 2026 VIRGINIA ALGEBRA 2 STUDENT COMPANION + DIGITAL COURSEWARE 7-YEAR LICENSE GRADE 10/11	Milou, et al	1	2026	x	x	7 years	\$187.00	N
4	Algebra 2/ Algebra 2 Honors	9798213405286	ENVISION AGA 2026 VIRGINIA ALGEBRA 2 STUDENT EDITION + DIGITAL 7-YEAR LICENSE + STUDENT COMPANION 7-YEAR SUBSCRIPTION	Milou, et al	1	2026	x	x	7 years	\$231.00	N
5	Algebra 2/ Algebra 2 Honors	9798213404715	ENVISION AGA 2026 VIRGINIA ALGEBRA 2 STUDENT EDITION +	Milou, et al	1	2026	x	x	1 year	\$152.00	N

			DIGITAL COURSEWARE 1-YEAR LICENSE GRADE 10/11								
6	Algebra 2/ Algebra 2 Honors	97982134045 31	ENVISIONAGA 2026 VIRGINIA ALGEBRA 2 DIGITAL COURSEWARE 1-YEAR LICENSE GRADES 10/11	Milou, et al	1	2026		x	1 year	\$32.00	N
7	Algebra 2/ Algebra 2 Honors	97982134048 90	ENVISION AGA 2026 VIRGINIA ALGEBRA 2 STUDENT COMPANION + DIGITAL COURSEWARE 1-YEAR LICENSE GRADE 10/11	Milou, et al	1	2026	x	x	1 year	\$54.50	N
8	Algebra 2/ Algebra 2 Honors	97982134051 01	ENVISIONAGA 2026 VIRGINIA ALGEBRA 2 STUDENT EDITION + DIGITAL 1-YEAR LICENSE + STUDENT COMPANION 1-YEAR SUBSCRIPTION	Milou, et al	1	2026	x	x	1 year	\$171.00	N
9	Algebra 2/ Algebra 2 Honors	97982130465 95	ENVISION AGA 2026 VIRGINIA ALGEBRA 2 TEACHER EDITION PACKAGE GRADE 10/11	Milou, et al	1	2026	x		N/A	\$709.00	Y, Teacher Edition provided 1 per teacher with minimum classroom purchase (1:75) of a 7-Year Bundle.

10	Algebra 2/ Algebra 2 Honors	97982134001 99	ENVISION MATH 2026 VIRGINIA STUDENT COMPANION ALGEBRA 2	Milou, et al	1	2026	x		N/A	\$28.00	Y, Workboo k provided 1 per student per year, upon request, with purchase of an Enhance d Blended or Enhance d Digital 7-Year Bundle.
11	Algebra 2/ Algebra 2 Honors	97982134227 33	ENVISION AGA 2026 VIRGINIA ALGEBRA 2 STUDENT EDITION + DIGITAL COURSEWARE 7-YEAR LICENSE + SUCCESSMAKER FOUNDATION OF HIGH SCHOOL	Milou, et al	1	2026	x	x	7 years	\$239.50	N
12	Algebra 2/ Algebra 2 Honors	97982134450 84	ENVISION AGA 2026 VIRGINIA ALGEBRA 2 DIGITAL COURSEWARE 7-YEAR LICENSE + SUCCESSMAKER FOUNDATION OF HIGH SCHOOL MATH 7-YEAR LICENSE	Milou, et al	1	2026		x	7 years	\$198.50	N
13	Algebra 2/ Algebra 2 Honors	97982134054 91	ENVISION AGA 2026 VIRGINIA ALGEBRA 2 STUDENT COMPANION 7-YEAR SUB+DIGITAL COURSEWARE 7-YEAR LICENSE+SUCCESSMAK ER FOUNDATION OF HIGH SCHOOL MATH	Milou, et al	1	2026	x	x	7 years	\$253.50	N

14	Algebra 2/ Algebra 2 Honors	97982134229 48	ENVISION AGA 2026 VIRGINIA ALGEBRA 2 STUDENT EDITION+STUDENT COMPANION 7YR SUB+DIGITAL COURSEWARE 7YL+SUCCESSMAKER FOUNDATION OF HIGH SCHOOL MATH 7YL	Milou, et al	1	2026	x	x	7 years	\$297.50	N
15	Algebra 2/ Algebra 2 Honors	97982134225 59	ENVISION AGA 2026 VIRGINIA ALGEBRA 2 STUDENT EDITION + DIGITAL COURSEWARE 1-YEAR LICENSE + SUCCESSMAKER FOUNDATION OF HIGH SCHOOL	Milou, et al	1	2026	x	x	1 year	\$164.00	N
16	Algebra 2/ Algebra 2 Honors	97982134449 02	ENVISION AGA 2026 VIRGINIA ALGEBRA 2 DIGITAL COURSEWARE 1-YEAR LICENSE + SUCCESSMAKER FOUNDATION OF HIGH SCHOOL MATH 1-YEAR LICENSE	Milou, et al	1	2026		x	1 year	\$44.00	N
17	Algebra 2/ Algebra 2 Honors	97982134053 16	ENVISION AGA 2026 VIRGINIA ALGEBRA 2 STUDENT COMPANION 1-YEAR SUB+DIGITAL COURSEWARE 1-YEAR LICENSE+SUCCESSMAK ER FOUNDATION OF HIGH SCHOOL MATH	Milou, et al	1	2026	x	x	1 year	\$66.50	N
18	Algebra 2/ Algebra 2 Honors	97982134227 64	ENVISION AGA 2026 VIRGINIA ALGEBRA 2 STUDENT EDITION+STUDENT COMPANION 1YR SUB+DIGITAL COURSEWARE 1YL+SUCCESSMAKER FOUNDATION OF HIGH SCHOOL MATH 1YL	Milou, et al	1	2026	x	x	1 year	\$183.00	N

19	Algebra 2/ Algebra 2 Honors	97982130477 14	SUCCESSMAKER FOUNDATIONS OF HIGH SCHOOL MATH BUNDLE	Milou, et al	1	2026	x	x	7 years	\$104.50	N
20	Algebra 2/ Algebra 2 Honors	97982130474 17	SUCCESSMAKER FOUNDATIONS OF HIGH SCHOOL MATH BUNDLE	Milou, et al	1	2026	x	x	1 year	\$19.50	N
21	Algebra 2/ Algebra 2 Honors	97982130465 33	enVision Algebra 2 Virginia Student Edition 7- year Print/Digital Bundle Algebra 2	Milou, et al	1	2026	x	x	7 years	\$173.00	N
22	Algebra 2/ Algebra 2 Honors	97982134227 33	enVision Algebra 2 Virginia Student Edition 7- year Print/Digital + SuccessMaker Math Bundle- OPTION/Alternative- Algebra 2	Milou, et al	1	2026	x	x	7 years	\$239.50	N
23	Algebra 2/ Algebra 2 Honors	97982134052 86	enVision Algebra 2 Virginia Student Edition 7- year Print/Digital + Student Companion Bundle- OPTION/Alternative- Algebra 2	Milou, et al	1	2026	x	x	7 years	\$231.00	N
24	Algebra 2/ Algebra 2 Honors	97982134048 69	enVision Algebra 2 Virginia Student Edition 6- year Print/Digital Bundle Algebra 2	Milou, et al	1	2026	x	x	6 years	\$167.00	N
25	Algebra 2/ Algebra 2 Honors	97982134227 02	enVision Algebra 2 Virginia Student Edition 6- year Print/Digital + SuccessMaker Math Bundle- OPTION/Alternative- Algebra 2	Milou, et al	1	2026	x	x	6 years	\$224.00	N
26	Algebra 2/ Algebra 2 Honors	97982134052 55	enVision Algebra 2 Virginia Student Edition 6- year Print/Digital + Student Companion Bundle- OPTION/Alternative- Algebra 2	Milou, et al	1	2026	x	x	6 years	\$214.00	N
27	Algebra 2/ Algebra 2 Honors	97982134048 38	enVision Algebra 2 Virginia Student Edition 5- year Print/Digital Bundle Algebra 2	Milou, et al	1	2026	x	x	5 years	\$164.50	N

28	Algebra 2/ Algebra 2 Honors	97982134226 72	enVision Algebra 2 Virginia Student Edition 5- year Print/Digital + SuccessMaker Math Bundle- OPTION/Alternative- Algebra 2	Milou, et al	1	2026	x	x	5 years	\$214.50	N
29	Algebra 2/ Algebra 2 Honors	97982134052 24	enVision Algebra 2 Virginia Student Edition 5- year Print/Digital + Student Companion Bundle- OPTION/Alternative- Algebra 2	Milou, et al	1	2026	x	x	5 years	\$211.50	N
30	Algebra 2/ Algebra 2 Honors	97982134048 07	enVision Algebra 2 Virginia Student Edition 4- year Print/Digital Bundle Algebra 2	Milou, et al	1	2026	x	x	4 years	\$161.50	N
31	Algebra 2/ Algebra 2 Honors	97982134226 41	enVision Algebra 2 Virginia Student Edition 4- year Print/Digital + SuccessMaker Math Bundle- OPTION/Alternative- Algebra 2	Milou, et al	1	2026	x	x	4 years	\$201.50	N
32	Algebra 2/ Algebra 2 Honors	97982134051 94	enVision Algebra 2 Virginia Student Edition 4- year Print/Digital + Student Companion Bundle- OPTION/Alternative- Algebra 2	Milou, et al	1	2026	x	x	4 years	\$203.00	N
33	Algebra 2/ Algebra 2 Honors	97982134047 77	enVision Algebra 2 Virginia Student Edition 3- year Print/Digital Bundle Algebra 2	Milou, et al	1	2026	x	x	3 years	\$158.50	N
34	Algebra 2/ Algebra 2 Honors	97982134226 10	enVision Algebra 2 Virginia Student Edition 3- year Print/Digital + SuccessMaker Math Bundle- OPTION/Alternative- Algebra 2	Milou, et al	1	2026	x	x	3 years	\$188.50	N
35	Algebra 2/ Algebra 2 Honors	97982134051 63	enVision Algebra 2 Virginia Student Edition 3- year Print/Digital + Student	Milou, et al	1	2026	x	x	3 years	\$195.00	N

			Companion Bundle- OPTION/Alternative- Algebra 2								
36	Algebra 2/ Algebra 2 Honors	97982134047 46	enVision Algebra 2 Virginia Student Edition 2- year Print/Digital Bundle Algebra 2	Milou, et al	1	2026	x	x	2 years	\$155.00	N
37	Algebra 2/ Algebra 2 Honors	97982134225 80	enVision Algebra 2 Virginia Student Edition 2- year Print/Digital + SuccessMaker Math Bundle- OPTION/Alternative- Algebra 2	Milou, et al	1	2026	x	x	2 years	\$179.00	N
38	Algebra 2/ Algebra 2 Honors	97982134051 32	enVision Algebra 2 Virginia Student Edition 2- year Print/Digital + Student Companion Bundle- OPTION/Alternative- Algebra 2	Milou, et al	1	2026	x	x	2 years	\$183.00	N
39	Algebra 2/ Algebra 2 Honors	97982134047 15	enVision Algebra 2 Virginia Student Edition 1- year Print/Digital Bundle Algebra 2	Milou, et al	1	2026	x	x	1 year	\$152.00	N
40	Algebra 2/ Algebra 2 Honors	97982134225 59	enVision Algebra 2 Virginia Student Edition 1- year Print/Digital + SuccessMaker Math Bundle- OPTION/Alternative- Algebra 2	Milou, et al	1	2026	x	x	1 year	\$164.00	N
41	Algebra 2/ Algebra 2 Honors	97982134051 01	enVision Algebra 2 Virginia Student Edition 1- year Print/Digital + Student Companion Bundle- OPTION/Alternative- Algebra 2	Milou, et al	1	2026	x	x	1 year	\$171.00	N
42	Algebra 2/ Algebra 2 Honors	97982134050 71	enVision Algebra 1 Virginia Student Companion 7-year Digital Enhanced Bundle Algebra 2	Milou, et al	1	2026	x	x	7 years	\$187.00	N

Contract Number 4400014873

43	Algebra 2/ Algebra 2 Honors	97982134054 91	enVision Algebra 1 Virginia Student Companion 7-year Digital Enhanced Bundle + SuccessMaker Math Bundle- OPTION/Alternative- Algebra 2	Milou, et al	1	2026	x	x	7 years	\$253.50	N
44	Algebra 2/ Algebra 2 Honors	97982134048 90	enVision Algebra 1 Virginia Student Companion 1-year Digital Enhanced Bundle Algebra 2	Milou, et al	1	2026	x	x	1 year	\$54.50	N
45	Algebra 2/ Algebra 2 Honors	97982134053 16	enVision Algebra 1 Virginia Student Companion 1-year Digital Enhanced Bundle + SuccessMaker Math Bundle- OPTION/Alternative- Algebra 2	Milou, et al	1	2026	x	x	1 year	\$ 66.50	N
46	Algebra 2/ Algebra 2 Honors	97982134001 68	ENVISION MATH 2026 VIRGINIA STUDENT EDITION ALGEBRA 2	Milou, et al	1	2026	x		NA	\$ 119.00	N

Handling and Shipping Charges (if any). Please provide details:	Shipping and Handling is 3%
Integration or automation charges (if any):	NA
Provide information about any additional discounts available (bundle purchase, multiple courses discount, etc.):	NA
*If gratis materials are available, please describe here:	Details in Price List

Line Item #	ISBN	Textbook Title	Subscription Length (Years)	Contract Price	Gratis (Y/N), provide details
1	0000126222	Virtual enVision Math 6-8 Program Activation	Up to 3 hours	\$800.00	0 paid, 42 gratis
2	0000126220	Onsite enVision Math 6-8 Program Activation	1 day	\$3,550.00	0 paid, 8 gratis
3	0000126204	Virtual enVision Math 6-8 Implementation Essentials	3 hours	\$1,600.00	0 paid, 0 gratis
4	0000126216	Virtual enVision Math 6-8 Professional Development Training	1 hour	\$800.00	0 paid, 0 gratis
5	0000126233	Virtual enVision Math 6-8 Professional Development Training	3 hours	\$1,600.00	0 paid, 0 gratis
6	0000126223	Virtual enVision Math 6-8 JES coaching Day	1 day	\$3,100.00	0 paid, 0 gratis
7	0000126202	enVision 6-8 Implementation Essentials - onsite	1 day	\$3,550.00	31 paid, 32 gratis
8	0000126214	enVision Math 6-8 for Administrators - onsite	1 day	\$3,550.00	0 paid, 23 gratis
9	0000126221	enVision 6-8 Effective Use of the Digital Path - onsite	1 day	\$3,750.00	0 paid, 0 gratis
10	0000126231	enVision 6-8 Problem-based Learning - onsite	1 day	\$3,750.00	0 paid, 0 gratis
11	0000126203	enVision 6-8 Personalizing and Differentiating Instruction - onsite	1 day	\$3,750.00	0 paid, 0 gratis
12	0000126215	enVision 6-8 Using Student Assessment to Drive Instruction - onsite	1 day	\$3,750.00	0 paid, 0 gratis
13	0000126232	enVision 6-8 Coaching and Modeling - onsite	1 day	\$3,750.00	70 paid, 0 gratis
14	0000126799	enVision 6-8 Leadership Session - onsite	1 day	\$3,750.00	0 paid, 0 gratis
15	0000126153	Virtual enVision Math AGA Program Activation	Up to 3 hours	\$800.00	0 paid, 98 gratis
	0000126124	Onsite enVision Math AGA Program Activation	1 day	\$3,550.00	0 paid, 26 gratis
15	0000126144	Virtual enVision Math AGA Implementation Essentials	3 hours	\$1,600.00	0 paid, 0 gratis
16	0000126115	Virtual enVision Math AGA Professional Development Training	3 hours	\$1,600.00	0 paid, 0 gratis
17	0000126127	Virtual enVision Math AGA Professional Development Training	1 hour	\$800.00	0 paid, 0 gratis
18	0000126154	Virtual enVision Math AGA JES coaching Day	1 day	\$3,100.00	0 paid, 0 gratis
19	0000126151	enVision AGA Implementation Essentials - onsite	1 day	\$ 3,550.00	95 paid, 95 gratis
20	0000126142	enVision Math AGA for Administrators - onsite	1 day	\$ 3,550.00	0 paid, 54 gratis
21	0000126113	enVision AGA Effective Use of the Digital Path - onsite	1 day	\$ 3,750.00	0 paid, 0 gratis

22	0000126125	enVision AGA Modeling with Digital Tools - onsite	1 day	\$ 3,750.00	0 paid, 0 gratis
23	0000126152	enVision AGA Math Discourse - onsite	1 day	\$ 3,750.00	0 paid, 0 gratis
24	0000126143	enVision AGA Personalizing and Differentiating Instruction - onsite	1 day	\$ 3,750.00	0 paid, 0 gratis
25	0000126114	Using Student Assessment to Drive Instruction - onsite	1 day	\$ 3,750.00	0 paid, 0 gratis
26	0000126126	enVision AGA Coaching and Modeling - onsite	1 day	\$ 3,750.00	210 paid, 0 gratis
27	0000126799	enVision AGA Leadership Session - onsite	1 day	\$ 3,750.00	0 paid, 0 gratis
	9781402627835	Successmaker Initial Training - onsite	1 day	\$ 3,550.00	0 paid, 17 gratis
	0000125117	Virtual Successmaker Initial Training	2 hours	\$ 800.00	0 paid, 0 gratis
	0000125098	Virtual Successmaker Professional Development Training	1 hour	\$ 800.00	0 paid, 0 gratis
	0000125109	Virtual Successmaker Professional Development Training	3 hours	\$ 1,600.00	0 paid, 0 gratis
	0000125108	Virtual Successmaker Implementation Essentials	3 hours	\$ 1,600.00	0 paid, 0 gratis
	0000125087	Virtual Successmaker JES Coaching Day	1 day	\$ 3,100.00	0 paid, 0 gratis
	0000125109	Virtual Successmaker Admin Session	3 hours	\$ 1,600.00	0 paid, 0 gratis
	0000126982	Successmaker Admin Training - onsite	1 day	\$ 3,550.00	0 paid, 0 gratis
	9781402627781	Successmaker Implementation Essentials - onsite	1 day	\$ 3,550.00	35 paid, 35 gratis
	0000126040	Successmaker JES (Job-embedded Services) - onsite	1 day	\$ 3,750.00	70 paid, 0 gratis
	0000121972	Partnership Plus - enVision AGA	1 year	\$ 245,000.00	0 paid, 1 gratis
	0000126993	Partnership Plus - enVision 6-8	1 year	\$ 245,000.00	0 paid, 1 gratis
	9781402627798	Partnership Plus - Successmaker	1 year	\$ 245,000.00	0 paid, 1 gratis

Attachment C

National Data Privacy Agreement

The parties executed the Virginia National Data Privacy Agreement (NDPA) Standard Version 2.1 on 7/21/2026 | 7:05 AM EDT, which is hereby incorporated by reference as if fully set forth herein.



STANDARD STUDENT DATA PRIVACY AGREEMENT

(VIRGINIA National Data Privacy Agreement (NDPA) Standard VERSION 2.1)

Fairfax County School Board

And

Savvas Learning Company, LLC

Version 2.1

Authored by Members of the Student Data Privacy Consortium (SDPC) &

Mark Williams, Fagen, Friedman & Fulfrost LLP

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STANDARD STUDENT DATA PRIVACY AGREEMENT Version 2.1

This Student Data Privacy Agreement (“DPA”) is entered into on the date of full execution (the “Effective Date”) and is entered into by and between:

Fairfax County School Board

located at 8115 Gatehouse Rd., Suite 4400, Falls Church, VA 22042 (the “LEA”)

and

Savvas Learning Company, LLC

located at 15 East Midland Avenue, Suite 502 Paramus, NJ 07652 (the “Provider”).

PREAMBLE

WHEREAS, the Provider is providing educational or digital Services, as defined in Exhibit “A”, to LEA, which Services may include: (a) cloud-based Services for the digital storage, management, and retrieval of pupil records; and/or (b) digital educational software that authorizes Provider to access, store, and use pupil records; and

WHEREAS, the Provider and LEA have entered into a Service Agreement (as defined herein), to provide certain Services to the LEA as set forth in the Service Agreement, and this DPA (collectively the “Agreement”),

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g (34 C.F.R. Part 99); the Protection of Pupil Rights Amendment (“PPRA”) at 20 U.S.C. 1232h; and the Children’s Online Privacy Protection Act (“COPPA”) at 15 U.S.C. 6501-6506 (16 C.F.R. Part 312),

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

General Offer of Privacy Terms.

The Provider has signed Exhibit “E” to the SDPC Standard Clauses, otherwise known as “General Offer of Privacy Terms” enabling other LEAs to enter into the same terms of this DPA with Provider.

Special Provisions. (Check if Required)

☒ If checked, the Supplemental State Terms attached hereto as Exhibit “G” are hereby incorporated by reference into this DPA in their entirety.

If the Parties desire to change any terms, use the ‘Vendor-Specific’ Agreement or ‘District-Modified’ Agreement.

STANDARD STUDENT DATA PRIVACY AGREEMENT Version 2.1

The **designated representative for the LEA** for this DPA is:

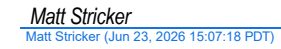
Name: Michelle Pratt Title: Director, Office of Procurement Services
 Address: 8115 Gatehouse Rd., Suite 4400, Falls Church, VA 22042
 Phone: 570-423-3555 Email: mrpratt@fcps.edu

The designated representative for the Provider for this DPA is:

Name: Matt Stricker Title: VP Operations
 Address: 15 East Midland Avenue, Suite 502, Paramus, NJ 07652
 Phone: _____ Email: matt.stricker@savvas.com

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA: Fairfax County School Board
 Signed By:  Date: 7/23/2026 | 12:52 PM EDT
 Printed Name: Michelle Pratt Title/Position: Director, Office of Procurement Services

PROVIDER: Savvas Learning Company, LLC
 Signed By:  Date: 06/23/2026
 Printed Name: Matt Stricker Title/Position: VP Operations

Each Party is responsible to promptly notify the other Party of changes to the notice information.

Notices to Provider

Savvas Learning Company, LLC
 Data Privacy Counsel
 15 East Midland Avenue, Suite 502 Paramus, NJ 07652
 k12legal@savvas.com

With a copy to (if provided):

Legal Counsel
 15 East Midland Avenue, Suite 502 Paramus, NJ 07652
 k12legal@savvas.com

Security Notices to Provider (Required per Section 5.3)

Savvas Learning Company Legal Department
 Data Privacy Counsel
 15 East Midland Avenue, Suite 502 Paramus, NJ 07652
 k12legal@savvas.com

Notices to LEA

Fairfax County School Board
 Michelle Pratt, Director, Office of Procurement Services
 8115 Gatehouse Rd., Suite 4400, Falls Church, VA 22042
 procurement@fcps.edu

With a copy to (if provided):

FCPS Office of Division Counsel
 8115 Gatehouse Rd., Falls Church, VA 22042
 jefoster@fcps.edu

Security Notices to LEA (Required per Section 5.3)

FCPS Information Technology Security Office
 Charles Britt
 3701 Franconia Road, Alexandria, VA 22310
 datasecurity@fcps.edu

STANDARD CLAUSES

ARTICLE I: PURPOSE AND SCOPE

1.1 Purpose of DPA.

The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal and state privacy laws, rules, and regulations, all as may be amended from time to time. In performing the Services, the Provider shall be considered a School Official with a legitimate educational interest, and performing Services otherwise provided by the LEA. With respect to its use and maintenance of Student Data, Provider shall be under the direct control and supervision of the LEA as set forth in this DPA and the Service Agreement.

1.2 Description of Products and Services.

A description of all products and services covered by the Agreement, and information specific to this DPA, are listed in Exhibit "A". If a Provider needs to update any information on Exhibit "A" (such as updating with new provided services), they may do so by completing the Addendum template provided by the A4L Community and sending a copy to the LEA.

Provider may add or delete products or services subject to this DPA under the following circumstances:

1. Deleted products or services: The products or services have been discontinued and are no longer available from the Provider.
2. Added products or services: The added products or services are either:
 - a. a direct replacement, or substantially equivalent to the original products or services listed in the DPA, or
 - b. the added products or services result in enriched new or enhanced capabilities, new modules, technology advancements and or service categories relating to the listed products or services that Provider did not have at the time the DPA was signed.

If an added product or service requires additional Data Elements, Provider must complete the relevant portion of the Addendum template to update Exhibit "B".

Provider may not make any change to Exhibit "A" via an Addendum, except adding or deleting products or services. LEA is under no obligation to acquire added products or services and has no ability under the DPA to prevent deletion of products or services. The Provider must notify the LEA, in accordance with the notification provisions of this DPA, of the existence and contents of an Addendum modifying Exhibit "A". The LEA will have thirty (30) days from receipt to object in writing to the Addendum. If no written objection is received it will become incorporated into the DPA between the parties.

1.3 Student Data to Be Provided.

In order to perform the services, the Provider shall process Student Data as identified by the Provider in the Schedule of Data, attached hereto as Exhibit "B". Student Data may be provided by the LEA or created by students, as set forth fully in the definition of Student Data in Exhibit "C". If a Provider needs to update any information on Exhibit "B", they may do so by completing the Addendum template provided by the A4L Community and sending a copy to the LEA.

Provider may delete data elements from Exhibit “B” if they are no longer used by the Provider.

Provider must add data elements to Exhibit “B”, when a material change has occurred, regardless of whether the added data elements are either one of the following:

1. used to better deliver the original products or services listed in the DPA, or
2. used to deliver added products or services that result in new or enhanced capabilities, new modules, technology advancements and or service categories relating to the listed products or services that Provider did not have at the time the DPA was signed. Such new products or services must be designated in the Addendum template as changes to Exhibit “A”.

The Provider must notify the LEA, in accordance with the notification provisions of this DPA, of the existence and contents of an Addendum modifying Exhibit “B”. The LEA will have thirty (30) days from receipt to object to the Addendum. If no written objection is received it will become incorporated into the DPA between the parties.

1.4 DPA Definitions.

Capitalized terms used in this DPA shall have the meanings set forth in Exhibit “C”. With respect to the treatment of Student Data, in the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to, the Service Agreement.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

2.1 Student Data Property of LEA.

As between LEA and Provider, all Student Data processed by the Provider, or created by students (as set forth fully in the definition of Student Data in Exhibit “C”), pursuant to the Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data processed by the Provider, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA.

2.2 Parent, Legal Guardian and Student Access.

The LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student (as defined in FERPA) may review Student Data and request deletion or modification, and request delivery of a copy of the Student Data. In support of this, the Provider shall establish reasonable procedures by which the LEA may access, and correct, if necessary, Education Records and/or Student Data, and make a copy of the data available to the LEA or (at the LEA's direction) to the parent, legal guardian or eligible student directly. If the LEA is not able to review or update the Student Data itself, Provider shall respond in a reasonably timely manner (and no later than thirty (30) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent, legal guardian or student, whichever is sooner) to the LEA's request for Student Data held by the Provider to view or correct as necessary.

In the event that a parent or legal guardian of a student or eligible student contacts the Provider to correct, delete, review or request delivery of a copy of any of the Student Data collected by or generated through the Services,

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the Provider shall refer that person to the LEA, who will follow the necessary and proper procedures regarding the requested information. In the event that any person other than those listed contacts the Provider about any Student Data, the Provider shall refer that person to the LEA, except as provided in Section 4.4.

2.2.1 This NDPA does not impede the ability of students to download, export, or otherwise save or maintain their own Student Generated Content directly from Provider or for Provider to provide a mechanism for such download, export, transfer or saving to students, or the student's parent or legal guardian. Nor does it impede the ability of Providers to offer LEAs features to allow such ability.

2.2.2 In the event that Student Generated Content is transferred to the control of the student, parent or legal guardian, the copy of such Student Generated Content that is in the control of such person is no longer considered Student Data.

2.3 Subprocessors.

Provider shall enter into a Subprocessor Agreement with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA. Every Subprocessor Agreement must provide that the Subprocessor will not Sell the Student Data. The terms of a Subprocessor Agreement shall not be materially modified by the Subprocessor unless notice is provided to the Provider.

ARTICLE III: DUTIES OF LEA

3.1 Provide Data in Compliance with Applicable Laws.

LEA shall use the Services and provide Student Data in compliance with all applicable federal and state privacy laws, rules, and regulations, all as may be amended from time to time.

3.2 Annual Notification of Rights.

If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a School Official and what constitutes a legitimate educational interest in its annual notification of rights.

3.3 Reasonable Precautions.

LEA shall employ administrative, physical, and technical safeguards designed to protect usernames, passwords, and any other means of gaining access to the Services and/or hosted Student Data from unauthorized access, disclosure, or acquisition by an unauthorized person.

3.4 Unauthorized Access Notification and Assistance.

LEA shall notify Provider within seventy-two (72) hours of any confirmed Data Breach to the Services, LEA's account or any Student Data that poses a privacy or security risk. If requested by Provider, LEA will provide reasonable assistance to Provider in any efforts by Provider to investigate and respond to such Data Breach.

ARTICLE IV: DUTIES OF PROVIDER

4.1 Privacy and Security Compliance.

The Provider shall comply with all laws and regulations applicable to Provider's protection of Student Data privacy and security, and at the direction of the LEA shall cooperate with any state or federal government-initiated audit of the LEA's use of the Services.

4.2 Authorized Use.

The Student Data processed pursuant to the Services shall be used by the Provider for no purpose other than performing the Services outlined in Exhibit "A", or as instructed by the LEA.

4.3 Provider Employee Obligation.

Provider shall require all of Provider's employees who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee with access to Student Data pursuant to the Service Agreement.

4.4 No Disclosure.

Provider acknowledges and agrees that it shall not sell or disclose any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data.

4.4.1 Exceptions to No Disclosure.

- 4.4.1.1 This prohibition against disclosure will not apply to Student Data where disclosure is directed or permitted by the LEA or this DPA.
- 4.4.1.2 The provision to not sell Student Data shall not apply to a Change of Control.
- 4.4.1.3 This prohibition against disclosure shall not apply to Student Data disclosed pursuant to a judicial order or lawfully issued subpoena or warrant.
- 4.4.1.4 This prohibition against disclosure shall not apply to Student Data disclosed to Subprocessors performing Services on behalf of the Provider pursuant to this DPA.
- 4.4.1.5 Should law enforcement or other government entities ("Requesting Party(ies)") provide a judicial order or lawfully issued subpoena or warrant to the Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party.
- 4.4.1.6 Notification under 4.4.1.5 is not required if the judicial order or lawfully issued subpoena or warrant states not to inform the LEA of the request.
- 4.4.1.7 Should the LEA be presented with a judicial order or lawfully issued subpoena or to disclose Student Generated Content or other Student Data, the Provider shall cooperate with the LEA in delivering such data.

- 4.4.1.8 This prohibition against disclosure shall not apply to LEA-authorized users of the Services, which may include parents and legal guardians.
- 4.4.1.9 This prohibition against disclosure shall not apply to protect the safety of users or others, if and only if, an LEA employee who has specifically been authorized to declare a health or safety emergency has done so and all requirements under 34 CFR §§ 99.31(a)(10) and 99.36 have been fulfilled by the LEA.
- 4.4.1.10 This prohibition against disclosure shall not apply to protect the integrity or security of the Service, where such disclosure is made to a Subprocessor engaged by for the specific purpose of investigating a potential Data Breach as set forth in 5.4.

4.5 De-Identified Data

Provider agrees not to attempt to re-identify De-Identified Student Data without the written direction of the LEA. De-Identified Student Data may be used by the Provider for those purposes allowed under applicable laws, for the purposes allowed for the processing of Student Data under this DPA, as well as the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; (2) research, development, and improvement of the Provider's educational sites, Services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Student Data shall survive termination of this DPA or any request by LEA to return or dispose of Student Data. Except for Subprocessors, Provider agrees not to transfer De-identified Student Data to any third party unless the transfer is expressly directed or permitted by the LEA or this DPA. Such Subprocessors must be subject to equivalent terms of the DPA including this one. Prior to publishing any document that names the LEA, the Provider shall obtain the LEA's written approval of the manner in which De-Identified Student Data is presented. If Provider chooses to create De-Identified Data, its process must comply with either NIST de-identification standards or US Department of Education guidance on de-identification.

4.6 Disposition of Data.

Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree.

If the Provider has a standard retention and destruction schedule, that schedule shall apply to Student Data as long as this DPA is active. The Provider's practice relating to retention and disposition of Student Data shall be provided to the LEA upon request.

At the termination of this DPA, the Provider shall, unless directed otherwise by the LEA, dispose of, or delete Student Data obtained by the Provider under the Agreement within sixty (60) days of termination (unless otherwise required by law). If the Agreement has lapsed or is not terminated, the Student Data shall be deleted when directed or permitted by the LEA, according to Provider's standard destruction schedule, or as otherwise required by law. The LEA may provide the Provider with special instructions for the disposition of the Student Data, by transmitting to Provider Exhibit "D", attached hereto. The duty of the Provider to dispose of or delete Student Data shall not extend to De-Identified Data or to Student-Generated Content that has been transferred or kept pursuant to Section 2.2.2.

4.7 Advertising Limits.

Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA; or (c) for any commercial purpose other than to provide the Service to the LEA, or as authorized by the LEA or the parent/guardian. Targeted Advertising is strictly prohibited. However, this section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to account holders that are not considered Targeted Advertising (this exception does not apply where the Provider is relying on the LEA to provide consent on behalf of the parent under COPPA); or (iii) to notify account holders about new education product updates, features, or Services that are not considered Targeted Advertising or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

Before making product recommendations under section (ii) above, Provider must disclose the existence of those recommendations to LEA in writing, in sufficient detail that LEA can fulfill any obligations under applicable law (e.g. PPRA).

ARTICLE V: DATA SECURITY AND BREACH PROVISIONS

5.1 Data Storage.

If Student Data is stored outside the United States, Provider will provide a list of Countries where data is stored, in Exhibit “B”.

5.2 Security Audits.

Provider will conduct a security audit or assessment no less than once per year, and upon a Data Breach. Upon 10 days’ notice and execution of confidentiality agreement, Provider will provide the LEA with a copy of the audit report, subject to reasonable and appropriate redaction.

5.3 Data Security.

The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security of Student Data. The Provider shall implement an adequate Cybersecurity Framework that incorporates one or more of the nationally or internationally recognized standards set forth in Exhibit “F”. Additionally, Provider may choose to further detail its security programs and measures in Exhibit “F”. Provider shall provide, in the Preamble to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.

5.4 Data Breach.

In the event that Provider confirms a Data Breach, the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the Data Breach, unless notification within these time limits would disrupt investigation of the Data Breach by law enforcement. In such an event, notification shall be made within a reasonable time after the Data Breach. Provider shall follow the following process:

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- (1) The Data Breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - (a) The name and contact information of the Provider subject to this section,
 - (b) the date of the notice,
 - (c) the date of the Data Breach, the estimated date of the Data Breach, or the date range within which the Data Breach occurred,
 - (d) Whether the notification was delayed as a result of a law enforcement investigation, if legally permissible to share that information,
 - (e) A general description of the Data Breach, if that information is possible to determine at the time the notice is provided,
 - (f) A description of the Student Data reasonably believed to have been the subject of the Data Breach; and
 - (g) Identification of impacted individuals.
- (2) Provider agrees to adhere to all applicable federal and state laws with respect to a Data Breach related to the Student Data, including any required responsibilities and procedures for notification and mitigation of any such Data Breach.
- (3) Provider further acknowledges and agrees to have a written Data Breach response plan that is consistent with applicable industry standards and federal and state law for responding to a Data Breach, involving Student Data and agrees to provide LEA, upon reasonable written request, with a summary of said written Data Breach response plan.
- (4) LEA shall provide notice and facts surrounding the Data Breach to the affected students, parents, or guardians.
- (5) In the event of a Data Breach originating from LEA's use of the Service or otherwise a result of LEA's actions or inactions, Provider shall reasonably cooperate with LEA to the extent necessary to expeditiously secure Student Data and may request costs incurred as a result of such Data Breach.

CONTRACT TERMS

Term and Termination. In the event that either Party seeks to terminate this DPA, they may do so by written notice if the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any Service Agreement or contract if the other party breaches any terms of this DPA. This DPA shall stay in effect for as long as the Provider retains the Student Data, as set forth in section Article IV, Section 4.6. In the case of a “Change of Control” the LEA has the authority to terminate the DPA if it reasonably believes that the successor cannot uphold the terms and conditions herein or having a contract with the successor would violate the LEA’s policies or state or federal law.

Data Disposition on Service Agreement Termination. If the Service Agreement is terminated, the Provider shall dispose of all of LEA’s Student Data pursuant to Article IV, Section 4.6 of the Standard Clauses.

Notices. All notices or other communication required or permitted to be given hereunder must be made in writing and may be given via e-mail transmission, or first-class mail, or mutually agreed upon method sent to the designated representatives documented in the Preamble.

Priority of Agreements. This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. With respect to the treatment of Student Data only, in the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit “H”, the SDPC Standard Clauses, and/or the Supplemental State Terms in Exhibit “G”, Exhibit “H” will control, followed by Exhibit “G”. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

Entire Agreement. This DPA and the Service Agreement (“the Agreement”) constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. 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.

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.

Governing Law; Venue and Jurisdiction. This DPA will be governed by and construed in accordance with the laws of the state of the LEA, 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 LEA for any dispute arising out of or relating to this DPA or the transactions contemplated hereby.

Successors Bound. This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a Change of Control. In the event of a Change of Control, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of such Change of Control. Such notice shall include

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a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement.

Authority. Each signatory confirms they are authorized to bind their institution to this DPA in its entirety.

Waiver. No delay or omission by either party to exercise any right here under shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT A: PRODUCTS AND SERVICES

This DPA covers access to and use of Savvas Learning Company, LLC 's existing Services that collect, process, or transmit Student Data, as identified below:

Educational curriculum products hosted on one or more digital platforms, such as Realize and Outlier.

EXHIBIT B: SCHEDULE OF STUDENT DATA

All Data Elements identified in this Exhibit are correct at time of signature. Data Elements Collected by Product - Indicate Required (R) or Optional (O).

Category of Data / Data Elements	Savvas Realize	Savvas Outlier	Product/Resource Name 3	Product/Resource Name 4	Product/Resource Name 5	Product/Resource Name 6	Product/Resource Name 7
Application Technology MetaData							
IP Addresses of users, use of cookies, etc.	R	R					
Other application technology metadata							
<i>If 'Other' checked, please specify below checked box:</i>							
Application Use Statistics							
Meta data on user interaction with application	R	R					
Assessment							
Standardized test scores							
Observation data	R	R					
Voice recordings							
Other assessment data	R	R					
<i>If 'Other' checked, please specify below checked box:</i>	End of Chapter, Topic, Unit Tests	End of Chapter, Topic, Unit Tests, Pretest Score					
Attendance							
Student school (daily) attendance data							
Student class attendance data							

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Category of Data / Data Elements	Product/Resource Name 1	Product/Resource Name 2	Product/Resource Name 3	Product/Resource Name 4	Product/Resource Name 5	Product/Resource Name 6	Product/Resource Name 7
Communication							
Online communication captured (emails, blog entries)	R (Classroom discussion board, assignment comments) ☐	R (Classroom discussion board, assignment comments) ☐					
Conduct							
Conduct or behavioral data							
Demographics							
Date of birth		R					
Place of birth							
Gender		R					
Ethnicity or race							
Language information (native, or primary language spoken by student)							
Other demographic information		R					
<i>If 'Other' checked, please specify below checked box:</i>		Country of Citizenship					
Enrollment							
Student school enrollment	R	R					
Student grade level	R	R					
Homeroom							
Guidance counselor							
Specific curriculum programs							
Year of graduation							
Other enrollment information							

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Category of Data / Data Elements	Product/Resource Name 1	Product/Resource Name 2	Product/Resource Name 3	Product/Resource Name 4	Product/Resource Name 5	Product/Resource Name 6	Product/Resource Name 7
<i>If 'Other' checked, please specify below checked box:</i>							
Parent/Guardian Contact Information							
Address							
Email		R					
Phone							
Parent/Guardian ID							
Parent ID number (created to link parents to students)							
Parent/Guardian Name							
First and/or last							
Schedule							
Student scheduled courses	R	R					
Teacher names	R	R					
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							

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Category of Data / Data Elements	Product/Resource Name 1	Product/Resource Name 2	Product/Resource Name 3	Product/Resource Name 4	Product/Resource Name 5	Product/Resource Name 6	Product/Resource Name 7
<i>If 'Other' checked, please specify below checked box:</i>							
Student Contact Information							
Address		R					
Email	R	R					
Phone		R					
Student Identifiers							
Local (school district) ID number	R						
State ID number							
Provider/app assigned student ID number	R	R					
Student app username	R	R					
Student app passwords	R	R					
Student Name							
First and/or last	R	R					
Student In App Performance							
Program/application performance (e.g. typing program – student types 60 wpm, reading program – student reads below grade level)	R	R					
Student Program Membership							
Academic or extracurricular activities a student may belong to or participate in							

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Student Survey Responses							
Student responses to surveys or questionnaires							
Student Work							
Student generated content; writing, pictures, etc.	R	R					
Other student work data							
<i>If 'Other' checked, please specify below checked box:</i>							
Transcript							
Student course grades		R					
Student course data	R	R					
Student course grades/performance scores	R	R					
Other transcript data							
<i>If 'Other' checked, please specify below checked box:</i>							
Transportation							
Student bus assignment							
Student pick up and/or drop off location							
Student bus card ID number							
Other transportation data							

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<i>If 'Other' checked, please specify below checked box:</i>							
Other							
Other data collected		R					
<i>If 'Other' checked, please list each additional data element used, stored, or collected by your application below checked box:</i>		Student preferred name; past enrollment as a University of Pittsburgh student					
None							
No student data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.							

If Student Data is stored outside the United States, Provider shall list below the Countries where data is stored:

EXHIBIT C: DEFINITIONS

Change of Control: Any merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of Provider or of the portion of Provider that performs the Services in the Service Agreement.

Contextual Advertising: Contextual advertising is the delivery of advertisements based upon a current visit to a Web page or a single search query, without the collection and retention of data about the consumer's online activities over time.

De-Identified Data: Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific student, including, but not limited to, any information that, alone or in combination is linkable to a specific student.

Data Breach: An unauthorized release, access to, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider in violation of applicable state or federal law.

Educational Records: Educational Records shall have the meaning set forth under FERPA 20 U.S. C. 12 32 g(a)(5)(A). For additional context see also the 'Student Data' definition.

LEA: For the purpose of this DPA, the LEA is the educational entity that is a Party to this Agreement. An LEA can be a state agency, an educational service agency, a charter school or school system or a private school or school system, in addition to the federal definition of Local Education Agency (LEA).

Metadata: Means information that provides meaning and context to other data being collected including, but not limited to date and time records and purpose of creation. Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information or Student Data.

Originating LEA: An educational entity otherwise meeting the definition of LEA that originally executes the DPA in its entirety (including the marked checkbox enabling Exhibit "E") with the Provider.

School Official: For the purposes of this DPA and pursuant to FERPA 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 Student Data including Educational Records; and (3) Is subject to FERPA 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Educational Records.

Service Agreement: Refers to the quote, corresponding contract, purchase order or terms of service and/or terms of use.

Student Data: Student Data includes any data, whether gathered, created or inferred by Provider or provided by LEA or its users, students, or students' parents/guardians, for a school purpose, that is descriptive of the student including, but not limited to, information in the student's Educational Record, persistent unique identifiers, or any other information or identification number that would provide information about a specific student. Student Data includes Metadata that has not been stripped of all direct and indirect identifiers. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in Exhibit "B" is confirmed

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to be collected or processed by the Provider pursuant to the Services. Student Data shall not include properly De- Identified Data or anonymous usage data regarding a student's or LEA's use of Provider's Services.

Student Generated Content: The term "Student Generated Content" means materials or content created by a student in the services 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 student content. "Student Generated Content" does not include student responses to a standardized assessment where student possession and control would jeopardize the validity and reliability of that assessment.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to or storage of Student Data, including security, storage, analytics, and other processing activities necessary to perform a Provider business purpose.

Subprocessor Agreement: An agreement between Provider and a third party Subprocessor. A Subprocessor Agreement includes either a written agreement or an acceptance of terms and conditions (e.g., click through agreements).

Subscribing LEA: An educational entity otherwise meeting the definition of LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms by executing Exhibit "E".

Targeted Advertising: Targeted Advertising means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the Provider Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include Contextual Advertising.

EXHIBIT D: SPECIAL INSTRUCTIONS FOR DISPOSITION OF DATA

After this DPA takes effect, if the LEA has special requirements for the disposition of Student Data that are not expressed in 4.6 Disposition of Data, the LEA may fill in this form and deliver it to the Provider.

The Provider and the LEA must not fill in this form at the initiation of the DPA.

The Provider shall act on Exhibit “D” from the designated representative of the LEA or their designee (Preamble or Exhibit “E” for Subscribing LEA).

[**Insert Name of District or LEA**] (“LEA”) instructs Provider to dispose of Student Data obtained by Provider pursuant to the terms of the DPA between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

- ☐ Disposition is partial. The scope of Student Data to be disposed of is set forth below or found in an attachment to this Directive:
[**Insert categories of Student Data here**]
- ☐ Disposition is complete. Disposition extends to all Student Data.

2. Nature of Disposition

- ☐ Disposition shall be by destruction or deletion of Student Data.
- ☐ Disposition shall be by a transfer of Student Data. The Student Data shall be transferred to the following site as follows:
[**Insert or attach special instructions**]

3. Timing of Disposition

Student Data shall be disposed of by the following date:

- ☐ As soon as commercially practicable
- ☐ On Provider’s standard destruction schedule
- ☐ By [**Insert Date**]

4. De-Identified Data

- ☐ The Provider certifies that they have De-Identified the data, as defined elsewhere in this Agreement, and disposed of all copies of Student Data that were not De-Identified in accordance with this Schedule and the DPA. The Provider will notify LEA in accordance with the notification requirements of the DPA using this form.
As of [**Insert Date**]

5. Other:

Signature(s)

Notice of Verified Disposition of Data

Authorized Representative of
LEA

Date

Matt Stricker
Matt Stricker (Jun 23, 2026 15:07:18 PDT)

Authorized Representative of
Provider

06/23/2026

Date

EXHIBIT E: GENERAL OFFERS OF TERMS

Page 1 of 3: OFFER OF TERMS

Provider and the Subscribing LEA (named below) agree by signing this General Offer of Privacy Terms (“General Offer”) that they are bound by the same terms as the DPA between Provider and _____ (“**Originating LEA**”) dated _____.

Provider and Subscribing LEA agree that the information below will be replaced throughout the DPA with the information specific to the Subscribing LEA filled in below for the Subscribing LEA. This General Offer shall extend only to the terms set forth in this DPA and shall not necessarily bind Provider or Subscribing LEA to any other terms entered into between Provider and Originating LEA. Any commercial terms, such as price, term, or schedule of Services, relating to Subscribing LEA’s use of the Provider’s Services shall be determined solely between Provider and Subscribing LEA.

If Provider makes changes to Exhibit “A” or Exhibit “B” in accordance with sections 1.2 and 1.3 respectively, Provider must complete the Addendum template provided by the A4L Community and notify the Originating LEA and all Subscribing LEAs in accordance with the notification provisions of this DPA, of the Addendum’s existence and contents. With regard to a Subscribing LEA, an Addendum is automatically incorporated into this DPA when Subscribing LEA is notified by Provider. If an Addendum modifies Exhibit “B”, the LEA will have thirty (30) days from receipt to object. If no written objection is received it will become incorporated into the DPA between the parties.

The Provider may withdraw the General Offer (for future use or for LEAs that have not already accepted it) in the event of: (1) a material change in the applicable privacy statutes; or (2) a material change in the Services and products listed in the Service Agreement. Notification of a withdrawal shall be submitted to ndpa_requests@A4L.org.

Subscribing LEAs shall send the signed Exhibit “E” to Provider at the following email address:

The below signatory confirms they are authorized to bind their institution to this DPA as in its entirety.

PROVIDER:

Signed By: _____	Date: _____
Printed Name: _____	Title/Position: _____

EXHIBIT E - Page 2 of 3: RESOURCE NAME(S):

Originating LEA: _____

Provider Name: _____ N/A _____

EXHIBIT E - Page 3 of 3: Insert Name of Subscribing LEA**“SUBSCRIBING LEA”**

Originating LEA: _____

Provider Name: _____ N/A _____

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the Originating LEA and the Provider. ****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER.****

Please note, by signing this Exhibit you are also agreeing to any language that may be included in Exhibits to the Originating DPA beyond this Exhibit “E”. The below signatory confirms they are authorized to bind their institution to this DPA as in its entirety.

Subscribing LEA: Insert Name of Subscribing LEA

Signed By: _____ Date: _____

Printed Name: _____ Title/Position: _____

School District Name: _____

Designated Representative of LEA:

Name: _____ Title: _____

Address: _____

Telephone: _____ Email: _____

Notices to Subscribing LEA: The Provider and Subscribing LEA are each responsible to promptly notify the other Party of changes to the notice information.

Security Notices to Subscribing LEA

Subscribing LEA Security Name

Subscribing LEA Security Role

Subscribing LEA Security Postal Address

Subscribing LEA Security Postal Email Address

Insert Name of Subscribing LEA

Subscribing LEA Role

Subscribing LEA Postal Address

Subscribing LEA E-mail Address

With a copy to (if provided):

Subscribing LEA Legal Counsel

Subscribing LEA Legal Counsel Postal Address

Subscribing LEA Legal Counsel E-mail Address

EXHIBIT F: ADEQUATE CYBERSECURITY FRAMEWORKS

Provider must mark one or more frameworks with which it complies.

The Provider may change which framework it complies with without invalidating or changing the DPA, but must notify the LEA of such change in accordance with the notification requirements of the DPA.

FRAMEWORK(S)	
☐	Global Education Security Standard - https://sdpc.a4l.org/gess/
☒	NIST Cybersecurity Framework (CSF)
☒	NIST SP 800-53 Security and Privacy Controls for Information systems and organizations
☐	NIST SP 800-171 Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations
☐	ISO 27000 series, Standards for implementing organization security and management practices
☐	CIS Center for Internet Security Critical Security Controls
☐	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

This space is provided for optional security programs and measures as noted in section 5.3:

EXHIBIT G: Supplemental SDPC State Terms for Virginia

LEA and Provider agree to the following additional or replacement terms and modifications to the DPA:

1. **Replacement of Terms.** The parties intend for this DPA to apply to all Personally Identifiable Information (PII) provided to Provider by or on behalf of LEA or is otherwise generated through use of the Services, including but not limited to employee PII and Student Data, as applicable under the circumstances. To that end, except as set forth in the provisions identified in (a) through (d) below or otherwise expressly provided herein, all references to the term “Student Data” in the DPA and in Exhibits A through F shall be deemed to be replaced with the term “Division Data,” as such term is defined in Section 2(a) below.

References to the term “Student Data” in the following Sections of the DPA and the above-referenced Exhibits shall remain unaffected by the foregoing change:

- a. Section 2.2;
- b. Section 3.2;
- c. Exhibit B, provided that Provider shall list all types or categories of employee-related data collected or processed as part of the Services under the item “Other data collected”; and
- d. The definitions of “Educational Records,” “School Official,” and “Student Data” in Exhibit C, all of which shall be retained in their original form.

2. **Amendments to Defined Terms on Exhibit C.**

- a. The following new definition is hereby added to Exhibit C of the DPA:

Division Data. Division Data means and includes all business, employment, operational and Personally Identifiable Information that LEA provides to Provider or is generated by the Service, and that is not intentionally made generally available by LEA on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student, employee, and personnel data and records, user-generated content (including Student-Generated Content) and metadata, but specifically excludes properly De-Identified Data, anonymous usage data, and Provider data.

- b. The definition of “De-Identified Data” on Exhibit C is amended as follows to replace the final term “student” with the term “individual”:

De-Identified Data. Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific student, including, but not limited to, any information that, alone or in combination is linkable to a specific individual.

3. **Amendments to the DPA.**

- a. **Section 1.1.** Section 1.1 of the DPA is amended to clarify that Provider’s designation as a School Official applies in the event that LEA provides Student Data to Provider under the Service Agreement. To that end, Section 1.1 is hereby revised to read in its entirety as follows:

The purpose of this DPA is to describe the duties and responsibilities to protect Division Data, including compliance with all applicable federal and state privacy laws, rules, and regulations, all as may be amended from time to time. In the event that Personally Identifiable Information from Student Records is transmitted to Provider from LEA during performance of the Services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. With respect to its use and maintenance of Student Data, Provider

STANDARD STUDENT DATA PRIVACY AGREEMENT Version 2.1

shall be under the direct control and supervision of the LEA as set forth in this DPA. Provider shall be bound by the terms of this DPA for so long as Provider maintains any Division Data.

- b. **Section 1.3.** The second sentence of Section 1.3 of the DPA is revised to read as follows:

Division Data (including Student Data) may be provided by the LEA or created by students or other LEA users, as set forth fully in the definitions of Division Data, Student Data, and Student-Generated Content in Exhibit “C,” as amended by Exhibit “G.”

In addition, the second paragraph of Section 1.3 is revised to read as follows:

Provider may delete data elements from Exhibit “B” upon providing notice to the LEA in accordance with Exhibit “D.”

- c. **Section 4.1.** Section 4.1 is revised to read as follows:

The Provider shall comply with all laws and regulations applicable to Provider’s protection of Division Data privacy and security, and at the direction of the LEA, shall cooperate with any state or federal government of the LEA’s use of the Services.

- d. **Section 4.5.** The second sentence of Section 4.5 is revised to read as follows:

Provider agrees not to transfer de-identified Student Data to any third party unless the transfer is expressly directed or permitted by the LEA or this DPA and the third party agrees in writing not to attempt re-identification.

- e. The Provider’s written practice or policy relating to retention and disposition of Student Data and other types of Personally Identifiable Data shall be provided to the LEA upon request. 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 to LEA when the Division Data has been disposed.

4. **Third Party Terms.** In the event that Provider intends for additional and/or third party terms and conditions to apply to LEA’s or its users’ use of or access to all or any part of the Services, including by way of example and not of limitation, use of Artificial Intelligence in Provider’s platform as a part of its Services, to LEA, then Provider shall transmit such terms and conditions to LEA prior to the parties’ execution of the Service Agreement and this DPA. Use of any clickwrap, click-through, or similar form of electronic acceptance shall be ineffective for this purpose. Unless such additional and/or third-party terms and conditions shall have been provided to LEA as set forth above, and separately negotiated and agreed upon by the parties in writing, such terms and conditions will in no event be binding upon or applicable to LEA or its users.

5. **Compliance with Virginia Law.** Provider hereby agrees to comply with all applicable provisions of Virginia law in its performance of the Services, including but not limited to the following:

- a. **Student Privacy Provisions.** The requirements and operative definitions found in Code of Virginia § 22.1-289.01 and § 22.1-287.02.
- b. **Notification of Data Breach.** In order to ensure the LEA’s ability to comply with its reporting requirements under Virginia Code § 2.2-5514(C), the seventy-two (72) hour time period set forth in Section 5.4 of the DPA is here by amended to refer to forty-eight (48) hours. Except as modified in

STANDARD STUDENT DATA PRIVACY AGREEMENT Version 2.1

the preceding sentence, the remaining provisions of Section 5.4 are unaffected hereby and shall remain in full force and effect.

- c. **Records Access.** To ensure compliance with the Virginia Freedom of Information Act, Code of Virginia § 2.2-3700, *et seq.*, Section 2.2 of the DPA is amended to provide that Provider shall respond to the LEA within three (3) business days after the date of any request for Division Data held by Provider and not directly accessible by the LEA.

Attachment D

Contractor's Web-Based Terms of Use

The parties agree that Contractor's web-based Terms of Use are modified as follows:

The following language is added to the provision entitled "Privacy":

Notwithstanding any provision herein or elsewhere in this agreement, Company agrees to provide Fairfax County School Board (FCSB) with prompt notice and a reasonable opportunity to cure any purported violation of the Term of Use ("TOU") and Privacy Policy before exercising any right it may have thereunder to suspend or terminate any Service to FCSB (including any Authorized User), except in those circumstances where, in company's reasonable discretion, it determines that an immediate suspension or termination is necessary in order to protect company from liability. To the extent that any of company's Policies (as defined below) purport to impose liability obligations upon FCSB or any Authorized User for violations of any provision set forth therein, such provision will be enforceable if and to the extent permitted by applicable law, without waiver of FCSB's sovereign immunity.

Company will not make any changes to the TOU, the Privacy Policy, or any other policy and terms ("Company's Policies") during the contract term that will, individually or in the aggregate, materially and adversely impact FCSB's use of the Services, or materially and adversely diminish Company's obligations to FCSB and its Authorized Users under this Contract, except to the extent expressly required under any laws, rules, or regulations applicable to the Services provided hereunder. In the event of a conflict between any other contract documents in this contract and any term or provision in company Policy, the documents as listed in the order of precedence from the Contract will govern and control.

The following language is added to the provision entitled "CHANGES TO THE TERMS OF USE":

If FCPS objects to any material changes to the Terms of Use, FCPS has the right to terminate in accordance with Section 20 of the Agreement (Contract No. 4400014873).

The following language is added to the provision entitled "TERMINATION":

In addition to the termination provisions in Contractor's web-based Terms of Use, FCPS may terminate in accordance with Section 20 of the Agreement (Contract No. 4400014873).

The provision entitled "LINKS TO AND FROM OTHER WEBSITES; THIRD PARTY TERMS" is amended as follows:

Any language stating that Contractor has no responsibility or liability for linking to any third party websites is hereby deleted.

The following language is added to the provision entitled "DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY":

Notwithstanding the foregoing, there is no limitation of liability of Contractor for claims for bodily injury, including death, and damage to real property or tangible personal property resulting from the negligence of Contractor or any employee of Contractor. For Information Technology contracts, there is no limitation of liability of Contractor for the intentional or willful misconduct, fraud, or recklessness of Contractor or any employee of Contractor.

The provision entitled "GENERAL INFORMATION; GOVERNING LAW" is amended as follows:

The Terms of Use shall be governed by the laws of the Commonwealth of Virginia, *applicable court of Fairfax County, or in the United States District Court of the Eastern District of Virginia, Alexandria Division.*



TERMS OF USE

You have reached the Terms of Use for a web-based solution offered by Savvas Learning Company LLC (the "Company"), through which the Company delivers a variety of digital applications, services and content to its customers and their users. This website, and the applications, services and content it contains, are collectively referred to herein as the "Service," and the educational content, information, assessments and other materials delivered through the Service are collectively referred to as the "Materials." The Service is made available by the Company to Authorized Users (as defined below) of those schools, school districts, educational institutions, or other individuals or entities that have licensed products from the Company that are delivered via the Service. Such schools, school districts, educational institutions, or other individuals or entities are each referred to herein as a "Licensed Customer."

GENERAL TERMS

The Service permits students, teachers or other Authorized Users (as defined below) to log into the Service using their assigned user name and password, as supplied by the Company or by such Authorized Users' Licensed Customer.

Your use of the Service is subject to all terms and policies posted on this website (including the [Privacy Policy](#)). These terms and policies are collectively referred to herein as the "Terms of Use."

BY USING THE SERVICE, YOU AGREE TO USE THE SERVICE IN A MANNER COMPLIANT WITH ALL APPLICABLE LAWS AND REGULATIONS AND THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU HAVE NO RIGHT OR LICENSE TO ACCESS THE SERVICE AND YOU SHOULD NOT DO SO. IF YOU ARE NOT AN AUTHORIZED USER WHO HAS BEEN PROVIDED ACCESS TO THE SERVICE BY THE COMPANY, A COMPANY AUTHORIZED AGENT OR A LICENSED CUSTOMER, YOU MAY NOT ATTEMPT TO ACCESS THE SERVICE.

IF YOU ARE UNDER 18 YEARS OF AGE, PLEASE BE SURE TO READ THESE TERMS OF USE WITH YOUR PARENT, GUARDIAN OR TEACHER, AND ASK QUESTIONS ABOUT THINGS YOU DO NOT UNDERSTAND.

If you have any questions concerning these Terms of Use, please contact us at k12legal@savvas.com.

PRIVACY

We are concerned about the safety and privacy of all users of the Service, particularly children. Please read our [Privacy Policy](#), which is an important part of these Terms of Use.

Notwithstanding any provision herein or elsewhere in this agreement, Company agrees to provide Fairfax County School Board (FCSB) with prompt notice and a reasonable opportunity to cure any purported violation of the Term of Use ("TOU") and Privacy Policy before exercising any right it may have thereunder to suspend or terminate any Service to FCSB (including any Authorized User), except in those circumstances where, in company's reasonable discretion, it determines that an immediate suspension or termination is necessary in order to protect company from liability. To the extent that any of company's Policies (as defined below) purport to impose liability obligations upon FCSB or any Authorized User for violations of any provision set forth therein, such provision will be enforceable if and to the extent permitted by applicable law, without waiver of FCSB's sovereign immunity.

Company will not make any changes to the TOU, the Privacy Policy, or any other policy and terms ("Company's Policies") during the contract term that will, individually or in the aggregate, materially and adversely impact FCSB's use of the Services, or materially and adversely diminish Company's obligations to FCSB and its Authorized Users under this Contract, except to the extent expressly required under any laws, rules, or regulations applicable to the Services provided hereunder. In the event of a conflict between any other contract documents in this contract and any term or provision in company Policy, the documents as listed in the order of precedence from the Contract will govern and control.

CHANGES TO THE TERMS OF USE

Contract modifications must be bilaterally agreed upon in writing by an authorized purchasing agent of the County/School Board

AUTHORIZED USER LICENSE

You must be an Authorized User to use the Service. An "Authorized User" shall mean a student, faculty member, school employee, board member or other individual who has gained lawful access to the Service (and such access has not been

terminated) either directly from the Company or its authorized agent, or from a Licensed Customer. In addition to any other requirements specified in these Terms of Use, the use of the Service requires that you create a user account ("User Account"), which generally requires choosing a unique user name and password and providing certain registration information. You agree to provide accurate and truthful information when creating a User Account. In the case of a classroom, school or school district, the teacher or administrator must create User Accounts on behalf of the students if the students are under the age of thirteen (13), and a unique user name and password will need to be distributed to each student by the teacher or administrator. No Authorized User may self-register for the Service if the user is under the age of thirteen (13). User Accounts are for your personal use only; provided that in certain circumstances, such as an account created for demonstration or evaluation purposes specifically intended for use by multiple individuals, account credentials may be shared.

If you are not an Authorized User, you may not use the Service, and any such use shall be a violation of these Terms of Use. Authorized Users are granted, subject to these Terms of Use, a limited, personal, non-exclusive, non-assignable, and non-transferable license to access and use the Service and the Materials for their personal, non-commercial, educational, instructional and related administrative purposes only. The Service, the Materials and any supporting software are the property of the Company and its licensors, and are protected by U.S. and international copyright and other intellectual property laws. The reproduction, redistribution, modification or publication of any part of the Service or the Materials, except as specifically permitted herein or as otherwise agreed in writing by the Company, is prohibited.

Certain Materials made available within the Service, such as worksheets, are designed to enable you to print and/or download such Materials for use with Authorized Users of your Licensed Customer. In addition, the Realize Reader app is an eBook application that allows downloading of certain Materials to your device so that you may access such Materials with or without an Internet connection. You may not, however, download Materials in order to store such Materials in a learning management system or other environment not provided or authorized by the Company, to distribute such Materials to anyone who is not an Authorized User of your Licensed Customer, or to archive such Materials for use beyond the length of your Licensed Customer's subscription. You may not make Materials available for consumption or ingestion by any products or technologies employing artificial intelligence, large language models, or similar software or systems. You may print Materials only for use by Authorized Users of your Licensed Customer. To the extent that these Terms of Use authorize you to print or download any Materials, you shall make no changes to or deletion of author attribution, trademark legends, or copyright or other proprietary notices. You acknowledge that you do not acquire any ownership rights in the Service or any Materials. If you were provided access to the Service for

demonstration or evaluation purposes, you may not use any Materials other than for purposes of the demonstration or evaluation.

You may not modify, adapt or reverse engineer the Service or any Materials provided via the Service, and any attempt to do so is a violation of the Company's and/or its licensors' rights. You may not (i) frame or utilize framing techniques to enclose any part of the Service or any Materials; (ii) gather, obtain, use, access or otherwise copy the Service or any Materials by using any bot, spider, crawler, spyware, engine, artificial intelligence technology, device, software or any other automatic device, utility or manual process of any kind; (iii) use the Service or any features available on the Service in any manner with the intent to interrupt, damage, disable, overburden or impair the Service; or (iv) engage in any activity that interferes with another Authorized User's access, use or enjoyment of the Service.

Neither the Company nor its licensors guarantee the accuracy or completeness of any Materials. Authorized Users must evaluate, and bear all risks associated with, the use of any Materials, including any reliance on the accuracy, completeness, or usefulness of such Materials. Please note that we are continuously improving the Service, and may modify or adapt the Service at any time without any notice or obligation to you, at our sole discretion.

TERMINATION

Termination of this contract is in accordance with Contract No. 4400014957.

LINKS TO AND FROM OTHER WEBSITES; THIRD PARTY TERMS

You may have linked to the Service from a third party website (e.g., your school's intranet site). Additionally, the Service may provide links to other third party websites or resources. Because the Company does not control your school's intranet site or such other third party websites and resources, you acknowledge and agree that the Company is not responsible or liable for the content, products or performance of your school's intranet site or such other third party websites and resources,. The information practices of those websites, including your school's intranet site, are not covered by these Terms of Use or any other policies or terms applicable to the Service. We recommend that you review any terms of use and privacy policy of your school's intranet site and any third party website linked to the Service before providing any information to those websites or using their products and services. Nothing in this User Agreement shall be construed as a waiver of the sovereign immunity of Fairfax County School Board nor shall it be deemed a waiver of any statutory or common law claims available to Fairfax County School Board.

COPYRIGHT AND TRADEMARK NOTICES

Unless otherwise indicated, trademarks that appear within the Service are trademarks of the Company or its affiliates. All other trademarks not owned by the Company or its affiliates that appear within the Service are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by the Company or its affiliates. You agree not to display, disparage, dilute, or taint our trademarks or use any confusing similar marks or use our trademarks in such a way that would misrepresent the ownership of such marks. Any permitted use of our trademarks by you shall be to the benefit of the Company or its affiliates.

SUBMISSIONS

Any comments or suggestions submitted to the Service or to the Company, either online or offline, may be used by the Company without restriction, and Fairfax County School Board hereby grants the Company a non-exclusive, perpetual, royalty-free license to use such comments or suggestions for any purpose, subject to the Virginia Freedom of Information Act.

USER CONTENT

To the extent that portions of the Service provide Authorized Users with an opportunity to communicate with each other, to post and exchange information, or to create, input, upload, or post content (collectively, “User Content”), BE ADVISED THAT THE COMPANY HAS NO OBLIGATION TO SCREEN, EDIT, REMOVE OR REVIEW SUCH USER CONTENT PRIOR TO ITS APPEARANCE WITHIN THE SERVICE.

You acknowledge and agree that User Content may be accessible to other users of the Service. To the best of its knowledge, Fairfax County School Board states that it has all necessary rights in and to all User Content it provides and all material contained therein, and to allow the Company the royalty-free, , non-exclusive right and license to use, display and distribute such User Content within the Service; that your User Content shall not infringe any rights of third parties; that your User Content shall not contain any viruses or other contaminating or destructive devices or features; that your User Content shall not contain any defamatory, indecent, offensive, tortious, or otherwise unlawful material or content; and

that your User Content shall not be used to carry out or solicit any unlawful activity and/or be used to make commercial solicitations.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

Notwithstanding any provision herein to the contrary, there is no limitation of liability of Savvas for claims for bodily injury, including death, and damage to real property or tangible personal property resulting from the negligence of Savvas or any employee of Savvas. Further, there is no limitation of liability of Savvas for the intentional or willful misconduct, fraud, or recklessness of Savvas or any employee of a Savvas

YOU ACKNOWLEDGE AND AGREE THAT NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ARE MADE BY THE COMPANY OR ITS LICENSORS TO YOU AS AN AUTHORIZED USER. OTHER THAN THOSE WARRANTIES EXPRESSLY PROVIDED BY THE COMPANY, IF ANY, IN ITS AGREEMENT WITH THE LICENSED CUSTOMER. THE COMPANY AND ITS LICENSORS DISCLAIM ALL WARRANTIES NOT EXPRESSLY PROVIDED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, OR ITS OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, LICENSORS, OR CONTRACTORS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE OF DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF THE COMPANY OR AN AUTHORIZED COMPANY REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE LOSS OF DATA AND/OR THE USE OF, OR THE INABILITY TO USE, THE SERVICE; OR (II) ALTERATION OF YOUR TRANSMISSIONS OR DATA.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain types of damages. Accordingly, some of the limitations above may not apply to you.

GENERAL INFORMATION; GOVERNING LAW

these Terms of Use and Contract 4400014873, NDPA collectively constitute the entire agreement between you and the Company governing your use of the Service, and supersede any prior agreements between you and the Company concerning the Service. These Terms of Use and the relationship between you and the Company will be governed by the laws of the Commonwealth of Virginia, *applicable court of Fairfax County, or in the United States District Court of the Eastern District of Virginia, Alexandria Division*, without regard to its conflict of law provisions. The failure of the Company to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect.

DIGITAL MILLENNIUM COPYRIGHT ACT COMPLIANCE

If you have any copyright concerns about any materials posted on the Service by others, please let us know. We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. § 512). Please provide us with written notice ("Notice") by contacting our Designated Agent at the following address:

Designated Agent
Legal Department
Savvas Learning Company LLC
15 E. Midland Avenue, Suite 502
Paramus, NJ 07652
E-mail: k12legal@savvas.com

To be effective, the Notice must include the following:

- A physical or electronic signature of the owner, or a person authorized to act on behalf of the owner ("Complaining Party") of an exclusive right that is allegedly being infringed upon;
- Information reasonably sufficient to permit the Company to contact the Complaining Party, such as an address, telephone number, and if available, an electronic mail address;
- Identification of the allegedly infringing material within the Service ("Infringing Material"), and information reasonably sufficient to permit the Company to locate such material within the Service;
- Identification of the copyrighted work claimed to have been infringed upon ("Infringed Material"), or if multiple copyrighted works at a single website are covered by a single Notice, a list of each copyrighted work claimed to have been infringed (please be specific as to which Infringing Material is infringing on which Infringed Material);
- A statement that the Complaining Party has a good faith belief that use of Infringing Material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the Notice is accurate, and under penalty of perjury, that the Complaining Party is the owner or is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
-

VIOLATIONS

Please report any violations of these Terms of Use to us by contacting us at k12legal@savvas.com or via mail at Savvas Learning Company LLC, Attention: Legal Department, 15 E. Midland Avenue, Suite 502, Paramus, NJ 07652.

Last Update to Terms of Use: August 21, 2025

Savvas Learning Company LLC

SAVVAS