

JUN 21 2018

Naviance Inc. dba Hobsons, Inc.
Attn: Joe Bissmeyer
3033 Wilson Boulevard, Suite 500
Arlington, VA 22201

Reference: RFP2000002379; Academic and Career Planning Resource System

Dear Mr. Bissmeyer

Acceptance Agreement

Contract Number: 4400008522

This acceptance agreement signifies a contract award to Naviance Inc. dba Hobsons, Inc. for Academic and Career Planning Resource System. The period of the contract shall be from Date of Award through June 30, 2023.

The contract award shall be in accordance with:

1. This Acceptance Agreement;
2. The Terms and Conditions of RFP2000002379; Academic and Career Planning Resource System, and all addenda;
3. Your Proposal dated December 5, 2017;
4. The signed Memorandum of Negotiations.

Please note that this is not an order to proceed. A purchase order, which constitutes your notice to proceed, will be issued to your firm. Please provide your Insurance Certificate according to Special Provisions Paragraph Paragraph 20 within five (5) days after receipt of this letter.

Sincerely,



Michelle R. Pratt
Director

MRP/sm

Box
6/21/18

MEMORANDUM OF NEGOTIATION

RFP2000002379

The County of Fairfax, Fairfax County Public Schools (hereinafter called the County or FCPS) and Naviance, Inc. (hereinafter called the Contractor or Hobsons) hereby agree to the following in the execution of Contract 4400008522. The final contract contains the following items:

- a. Fairfax County's Request for Proposal 2000002379 and all Addenda;
- b. Technical and Cost proposals submitted by Hobsons as amended by this Memorandum of Negotiations;
- c. Response to Negotiations Letter including pricing summary dated April 6, 2018 and April 17, 2018
- d. The Memorandum of Negotiations; and
- e. All subsequent amendments to the contract.

The following are to be included in the contract:

1. Quarterly meetings and/or conference call with Success Manager at no charge.
2. Success Manager will provide annual training of the new features of the Naviance Platform to the central team onsite or via webinar.
3. Documentation will be provided from the Help Library and the Success Manager will assist FCPS with updating any FCPS created user guides and PowerPoint slides for staff and students to reflect any system changes that may impact their experience.
4. Seat on National Advisory Board for the next term starting in August 2018.
5. Hobsons will continue to support the current authentication method which is inclusive of single sign on for parents. Hobsons will continue to support FCPS users sign on via Blackboard until Clever releases parent single sign on. Timeframe of the switch is dependent on when Clever offers this parent capability. If available in time for development and test, FCPS is expected to transition to that solution if it is available in time to configure and test for delivery the beginning of the 2019—2020 school year.
6. The Success Manager will provide the district-level reports FCPS is looking for if they are unavailable in the product for FCPS to directly access. The Success Manager will also provide raw data via export from the system.
7. Curriculum usage reports at the district level will be available by the end of the calendar year (Dec.2018)
8. Course Planner - Ability to allow a Middle School student to incorporate a High School level course (that was taken in 8th grade) in their 4 year plan, and the flexibility to modify the 4 year plan to meet some Special Education Students or English Learners plans of more than 4 years to graduate (September 2019).
9. Success Manager will provide email notification within a 24 -hour period of pushpin notifications (outages, fixes, etc.) going live within the product.
10. Create the ability to import senior survey data into the system for schools to access.
11. Hobsons will strive to limit the impact of any necessary enhancements throughout the school year that may potentially disrupt the user experience.

12. Automated teacher assignments to students will be supported by Hobsons starting in the 2019-20 school year.
13. Scalability to support FCPS users during peak college application periods will continue to be a focus of Hobsons to ensure adequate bandwidth and throughput.
14. Improve the process for sending transcripts and supporting documents for the 2019-20 school year.
15. FCPS has permission to translate Gallup StrengthsExplorer, Career Cluster Finder, and Career Interest Profiler.
16. Exceptions:
 - a. The Special Provisions (Ref: RFP2000002379) will remain unchanged except as listed below:
 - i. Page 21, Section 11, Pricing:
 - 11.1. The subsequent contract will be a firm-fixed price agreement. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days.
 - 11.2. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date
 - ii. Page 24, Section 19, Basis for Award: Delete paragraph 19.7.
 - iii. Page 24, Section 20, Contract Insurance Provisions:
 - 20.2 b. Delete Last sentence.
 - 20.2 c. Delete Last two sentences.
 - 20.5 k. Delete "The contractor will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the FCPS. These certified copies will be sent to the FCPS from the contractor's insurance agent or representative."
 - 20.5 k. 1. Change 45 day written notice to 30 days.
 - iv. Page 27, Section 22, Reports and Invoicing:
 - 22.2. Deleted.
 - 22.3. Deleted.
 - v. Page 27, Section 23, Payments. "The County will pay the Contractor based upon an invoice received".
 - vi. Page 27, Section 24. Changes: Delete paragraph 24.1.
 - vii. Page 28, Section 25. Delays and Suspensions: Deleted.
 - viii. Page 28, Section 26. Access to and Inspection of Work: Deleted.
 - ix. Page 29, Section 27, Project Audits:
 - 27.4: Delete second sentence.
 - 27.5: Deleted.

- x. Page 29, Section 29, Safeguard of Information:

29.1. Unless approved in writing by the County Purchasing Agent, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the Contractor under the final contract Other than what is necessary to perform work under this Contract.
- b. The General Conditions and Instructions to Bidders (Ref: RFP 2000002379 Appendix A) will remain unchanged except as listed below:
 - i. Page 36, Section 27, Prompt Payment Discount: Deleted.
 - ii. Page 36, Section 28, Inspection-Acceptance: "Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time."
 - iii. Page 37, Section 33, Termination for Cause: "Either party may terminate this Agreement and / or any Order Forms upon written notice if the other party: (i) breaches any material term or condition of this Agreement or the applicable Order Form and fails to remedy the breach within thirty (30) days after being given written notice thereof; (ii) ceases to function as a going concern or to conduct operations in the normal course of business; or (iii) has a petition filed by or against it under any state or federal bankruptcy or insolvency laws which petition has not been dismissed or set aside within sixty (60) days of filing."
 - iv. Page 37, Section 35, Subletting of Contract or Assignment of Contract Funds: "Neither party may assign or delegate this Agreement or any of such party's rights or obligations under this Agreement without the prior written consent of the other parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns."
 - v. Page 38, Section 44. Changes: "No changes to the contract shall be made without the mutual written agreement of the parties."
 - vi. Page 38, Section 47, Responsibility for Supplies Tendered: Deleted.
 - vii. Page 39, Section 48, Inspections: Deleted.
 - viii. Page 39, Section 55, Replacement: Deleted.
 - ix. Page 39, Section 59, Partial Payments: Deleted.
 - x. Page 40, Section 60, Payment for Equipment, Installation, and Testing: Deleted.
 - xi. Page 40, Section 61.a. Save the County, its agents and employees harmless from liability of any nature or kind caused by Contractor pertaining to the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of this Contract.
 - xii. Page 40, Section 62, Service Contract Guaranty: "Contractor represents and warrants that it will perform the Services in a timely and professional manner, in conformance with generally accepted industry standards. Contractor further represents and warrants that it has full right and authority to furnish the Services and that such Services furnished by Contractor hereunder do not and will not infringe, violate or in any way breach any patent, copyright, or trade secret of

any third party that exists and is enforceable under the laws of the United States during the Term. The above are the only representations and warranties concerning the services, and contractor and its third party licensors, suppliers and vendors disclaim all other representations and warranties, whether oral or written, including without limitation warranties of accuracy, timeliness, completeness, results, and implied warranties of non-infringement, merchantability and fitness for a particular purpose, even if contractor or its third party licensors, suppliers or vendors have been informed of such purpose, or any representations and warranties arising from course of performance, course of dealing, or usage of trade. The services may involve data transmission over the internet and, as such, contractor does not warrant that the services will be uninterrupted or error free. Similarly, as the data being managed by contractor originates from county's users, neither contractor nor any of its third party licensors, suppliers or vendors makes any warranty as to the accuracy, completeness or reliability of any information obtained through the services. No agent of contractor is authorized to alter or exceed the representation and warranty obligations of contractor as set forth herein".

All other prices, terms, and conditions remain the same.

Attachments:

Confidentiality Provisions – Student Records
Exhibit A: Service Level Agreement (SLA)

All other prices, terms, and conditions remain the same.

ACCEPTED BY:



Jason Fletcher, Chief Financial Officer
Hobsons, Inc.

6/14/18

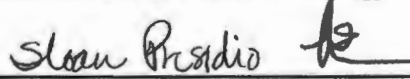
Date



Maribeth Luftglass, Assistant Superintendent
Department of Information Technology

06/18/2018

Date



Sloan Presidio, Assistant Superintendent
Department of Instructional Services

6/19/18

Date



Michelle Pratt, Director
Office of Procurement Services

6/21/18

Date

**CONFIDENTIALITY PROVISIONS
STUDENT RECORDS**

THIS AGREEMENT, executed and effective as of the 14th day of May, 2018, by and between **NAVIANCE, INC. (HOBSON, INC.)**, a corporation organized and existing under the laws of Delaware (the "Company"), and the **FAIRFAX COUNTY SCHOOL BOARD**, a public body corporate and politic organized and existing under the laws of the Commonwealth of Virginia (the "School Board"), recites and provides as follows.

Recitals

The Company and the School Board agree that the purpose of such terms and conditions is to ensure compliance with the Family Educational Rights and Privacy Act (FERPA), including but not limited to (i) the identification of Company as an entity acting for the School Board in its performance of functions that a School Board employee otherwise would perform; and (ii) the establishment of procedures for the protection of confidential student records, including procedures regarding security and security breaches.

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

Agreement

The Agreement is amended hereby as follows:

1. The following provisions shall be deemed to be included in the Agreement:

Confidentiality Obligations Applicable to Certain FCPS Student Records. The Company hereby covenants and agrees that it shall maintain, in strict confidence and trust, all FCPS student records containing either (1) non-directory information of any kind, whether provided by or created for FCPS pursuant to this contract, or (2) directory information as to which the eligible student or his family has opted out of disclosure (collectively, "FCPS Confidential Student Records").

The Company shall cause each officer, director, employee and other representative who shall have access to FCPS Confidential Student Records during the term of the Agreement (collectively, the "Authorized Representatives") to maintain in strict confidence and trust all FCPS Confidential Student Records. The Company shall take all reasonable steps to insure that no FCPS Confidential Student Records are disclosed to any person or entity except those who (i) are Authorized Representatives of the Company performing functions for FCPS under the Agreement and have agreed to be bound by the terms of this Agreement or a Confidentiality Agreement (as defined below) executed pursuant hereto; (ii) are authorized representatives of FCPS, or (iii) are entitled to such FCPS Confidential Student Records from the Company pursuant to federal and/or Virginia law. The Company shall use FCPS Confidential Student Records, and shall take all reasonable steps necessary to ensure that its Authorized Representatives shall use such records, solely for purposes related to and in fulfillment of the performance by the Company of its obligations pursuant to the Agreement.

The Company shall: (i) designate one of its Authorized Representatives to be responsible for ensuring that the Company and its Authorized Representatives maintain the FCPS Confidential Student Records as confidential; (ii) train the other Authorized Representatives with regard to their confidentiality responsibilities hereunder and

pursuant to federal and Virginia law; (iii) maintain at all times a list of Authorized Representatives with access to FCPS Confidential Student Records; (iv) cause each Authorized Representative to execute a written covenant of confidentiality in substantially the form set forth on Attachment hereto (the "Confidentiality Agreement") prior to his or her performance of any services contemplated by the Agreement and shall deliver any and all such Confidentiality Agreements to the School Board upon request.

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

In the event of a security breach, the Company shall (i) immediately take action to close the breach; (ii) notify FCPS within 24 hours of Company's first knowledge of the breach, the reasons for or cause of the breach, actions taken to close the breach, and identify the FCPS Confidential Student Records compromised by the breach; (iii) return compromised FCPS Confidential Student Records for review; (iv) provide communications on the breach to be shared with affected parties and cooperate with FCPS efforts to communicate to affected parties by providing FCPS with prior review of press releases and any communications to be sent to affected parties; (v) take all legally required, reasonable, and customary measures in working with FCPS to remediate the breach which may include toll free telephone support with informed customer services staff to address questions by affected parties and/or provide monitoring services if necessary given the nature and scope of the disclosure; (vi) cooperate with FCPS by providing information, records and witnesses needed to respond to any government investigation into the disclosure of such records or litigation concerning the breach; and (vii) provide FCPS with notice within 24 hours of notice or service on Company, whichever occurs first, of any lawsuits resulting from, or government investigations of, the Company's handling of FCPS records of any kind, failure to follow security requirements and/or failure to safeguard confidential information. The Company shall provide satisfactory documentation of its compliance with the security requirements of this provision prior to performing services under the Agreement. The Company's compliance with the standards of this provision is subject to verification by FCPS personnel or its agent at any time during the term of the Agreement.

Applicability of Confidentiality and Security Provisions to Non-Confidential Records

To the extent that FCPS provides non-confidential information to Company under this Agreement, such as student records containing only directory information as to which no

opt-out has been filed, de-identified student information, and FCPS records not pertaining to students, the Confidentiality and Security paragraphs shall not apply, *provided that* the notice obligation under subsection (vii) shall apply to lawsuits and investigations involving FCPS records of any kind.

Disposition of FCPS Confidential Student Records Upon Termination of Agreement

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

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

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

Termination. This agreement shall remain in force until notification to terminate is issued by FCPS. At time of termination, vendor is to follow regulations for Disposition of FCPS Confidential Student Records Upon Termination of Agreement as stated above.

Contract 4400008522

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

NAVIANCE, INC.

By: 

Jason Pletcher,
Chief Financial Officer - Hobsons, Inc.

FAIRFAX COUNTY SCHOOL BOARD

By: 

Michelle R. Pratt
Director, Office of Procurement



April 17, 2018

Fairfax County Public Schools
Attn: Samira Mkaimel
Willow Oaks Administration Center
8270 Willow Oaks Corporate Dr.
Fairfax, VA 22031

Re: (RFP) 2000002379

Dear Samira,

Hobsons is responding in this letter to Fairfax County Public Schools "Negotiation Points Prioritized and Remaining Items for Discussion" following our negotiation meeting last week on April 11, 2018.

I. Negotiation Points Prioritized:

[See table below](#)

3033 Wilson Boulevard, Suite 500
Arlington, VA 22201

+1 703.234.5910
Hobsons.com

July 2018

Training and Documentation

i. Documentation of our system configuration that can be used by Hobsons consultants and FCPS technical support staff. (RFP Section 6.10.9)

ii. Initial customized training for FCPS technical support staff and a few hours of annual training per year for this same staff. (RFP Section 7.12.6)

- Include in the initial training a review of Naviance configuration, including how best to utilize features of the product, for example the Welcome Message formatting and other parameter settings

iii. Annual training for school users in-person and webinars. (RFP Section 7.12)

In preparation for SY18/19, FCPS is expecting to receive a comprehensive training that is customized to FCPS. This will include Naviance Student and maximizing the functionality of Naviance. We will need assistance in updating and improving our FCPS staff's knowledge of the tool and training materials used in turn-around-trainings conducted by FCPS. We recognize that documentation/support materials are already planned for Naviance Student.

Throughout the term of the contract, it is the expectation that the central office support staff receive adequate training when new enhancements are rolled out. In addition, Summer trainings at the beginning of each year to properly prepare for the upcoming school year would be provided by Hobsons to FCPS central staff team. These trainings would not require consulting fees. In addition, FCPS would have access to free webinars, the help library, the success manager.

Hobsons Response:

Agree. Success Manager will meet with FCPS central staff team to develop documentation to be used by Hobsons consultants and Naviance Support Services.

With changes to the Naviance platform, the Success Manager will provide training of the new features to the central team onsite or either via webinar. Documentation will be provided from the Help Library and the Success Manager will help changing any documentation that FCPS created such as user guides for staff and students and PowerPoint slides.

All other training will be provided by Consultant

Continued blackboard authentication support, to include automated parent accounts (RFP Section 6.3) Continue support for the existing set-up

Hobsons Response:

AGREE. We will continue to support the current set-up which is inclusive of single sign on for parents. FCPS can continue to provide single sign for its students and parents into Naviance through Blackboard until Clever releases parent single sign on (timeframe is TBD). Once Clever offers this capability, FCPS is expected to transition to that solution (target the 2019-2020 school year).

**August
2018**

The Solution must have the ability to automate provisioning of teacher assignments to students (RFP Section 6.3.17)

FCPS is in need of teacher to student automated provisioning. FCPS would request to have this ready at the start of the school year. At the minimum, Naviance to provide a timeline.

Hobsons Response:

AGREE WITH MODIFICATION. We are in the process of researching the level of effort involved to support class rostering via Clever. Class rostering would allow the grouping of students in classes from Clever to automatically sync with Naviance groups, so that student groups would not have to be created or updated manually. The modification to this is we cannot commit to doing this by August 2018 but rather we can **commit to supporting it for the 2019-2020 school year.**

The Solution should have the ability to batch send to a variety of delivery types. (RFP Section 7.8.19)

The current process of sending transcripts and supporting documents individually by student is not effective. FCPS needs eDocs to support a batch send functionality for initial, mid-year, and final records. At a minimum, Naviance needs to provide a timeline.

Hobsons Response

CANNOT AGREE TO BATCH STATEMENT OR TIMELINE. If FCPS is asking us to improve and streamline the eDocs workflow, we are always looking to improve upon it. However, we are unable to agree to the solution FCPS is proposing. What we can agree to is to meet with FCPS to understand your challenge/pain and then we can propose a solution that makes sense and will work for us technically as well as our partners (Parchment and CommonApp). The earliest we can agree to improve the process in question is for the 2019-2020 school year as the eDocs roadmap is already in the works for the upcoming school year and cannot be modified at this time.

<p>September 2018</p>	<p>Scalability to support FCPS users during the peak college application periods. (RFP Section 6.4)</p> <p>There have been noticeable improvements over three years ago when there was a bandwidth issue, however, we continue to receive reports from schools of extreme delays in sending documents through eDocs during peak times, particularly leading up to the Nov. 1 deadline. FCPS needs assurance that eDocs can support the sending of documents during peak college application periods in the amount of time consistent of eDocs functionality during non-peak application periods.</p> <p>Hobsons Response:</p> <p>AGREE. Performance tuning is part of the eDocs roadmap every year and will continue to be a focus of ours. Ensuring adequate bandwidth and throughput is a priority for us.</p>
<p>December 2018</p>	<p>Additional support for required district reports that are unavailable online.</p> <p>Ability for FCPS staff to self generate district level reports rather than having to ask a consultant to do it. This includes curriculum usage reports at the district level.</p> <p>Hobsons Response:</p> <p>AGREE WITH MODIFICATION. The Success Manager can provide the district level reports FCPS is looking for if they are unavailable in the product for FCPS to access. The Success Manager can also provide the raw data via export from the system. However, we cannot provide access to any back-end reporting or access to run SQL queries against our database. We can agree that the Curriculum usage report at the district level will be available by the end of the calendar year.</p>

<p>August 2019</p>	<p>Initial customized training for FCPS technical support staff and a few hours of annual training per year for this same staff. (RFP Section 7.12.6)</p> <p>Hobsons Response:</p> <p>AGRIE: This will be delivered through Consulting.</p> <p>Support FCPS with updating training material to reflect any system changes since the previous SY.</p> <p>Hobsons Response:</p> <p>With changes to the Naviance platform, the Success Manager will provide training of the new features to the central team onsite or via webinar. Documentation will be provided from the Help Library and the Success Manager will help changing any documentation that FCPS created such as user guides for staff and students and PowerPoint slides.</p> <p>Continued Blackboard authentication support, to include automated parent accounts (RFP Section 6.3). Naviance will work with FCPS to potentially develop another supportable solution for this outside of Blackboard. Documentation should be provided to FCPS technical support staff regarding the set up and support of the authentication functionality</p> <p>eDocs/Common App integration (RFP Section 7.8.3, 7.8.16, 7.8.18) FCPS needs an eDocs/Common App integration solution that functions more similarly to Common App itself. Two of the critical functionality components sought are: Allowing for a "one-and-done" upload and submission of documents for students, the ability for students to request teacher letters of recommendation and for teachers to submit recommendation letters for students, regardless of the current school of the student or teacher (the student and teacher would not need to be assigned to the same high school).</p> <p>Hobsons Response:</p> <p>Currently, in eDocs, teachers can send letters of recommendation for students that are outside their school within the district. The same email address can be used, they would just need to have a user account within the specific school site.</p>
<p>September 2019</p>	<p>Course Planner – Ability to allow a Middle School student to incorporate a High School level course (that was taken in 8th grade) in their 4 year plan, and the flexibility to modify the 4 year plan to meet some Special Education Students or English Learners plans of more than 4 years to graduate. (RFP Section 7.7.7)</p> <p>Hobsons Response:</p> <p>AGRIE: Timeframe works for us.</p>

III. Remaining Items for Discussion

- **Service credit or discount on SLA**

Refer to our Service Level Agreement included below.

- **Communication - FCPS is requesting email notification whenever pushpins are created in Naviance when outages, fixes, etc. will occur. FCPS central staff don't log into Naviance daily and often do not see the updates, therefore an email notification is needed.**

This will be completed by Success Manager within a 24-hour period of the pushpin/ notification going live within the product.

- **Access to the timeline or roadmap for enhancements - Using the notification of Naviance Student as the enhancement model, the communication around the enhancement is acceptable. However, we want to see the roadmap going forward in order to plan for it in our timeline and budget. FCPS will sign NDA if required.**

The Naviance roadmap is fluid and not something we publish. As part of the Advisory Board we can provide quarterly updates on progress against key development projects and the impact and timing of any features or enhancements planned to be released to the client.

- **Naviance Insight vs. Naviance Insights Premium -FCPS needs to have a better understanding of what is included in the new reporting dashboard - Naviance Insight vs. Naviance Insights Premium**

Suggest we have a separate meeting so we can demonstrate exactly what is covered in each of the offerings. There are details through the link included below for FCPS to start reviewing:

<https://www.naviance.com/content/naviance-insights>

- Cost Reduction - Decrease the cost to a more reasonable increase for Year 1 and beyond.

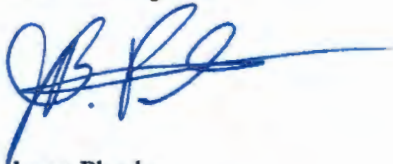
	Grades	Count (Students/ Schools/ Years)	Year 1- Unit	Year 1- Extended	Year 2- Unit	Year 2- Extended	Year 3- Unit	Year 3- Extended	Year 4- Unit	Year 4- Extended	Year 5- Unit	Year 5- Extended	Years 6-10
Naviance for Middle School	6-8	41,863	\$2.30	\$96,264.90	\$2.40	\$100,471.20	\$2.52	\$105,484.76	\$2.65	\$110,636.95	\$2.78	\$116,379.14	
Career Key	7-8	28	\$225	\$6,300.00	\$225	\$6,300	\$225	\$6,300	\$225	\$6,300	\$225	\$6,300	
Naviance for High School	9-12	56,322	\$3.25	\$185,546.50	\$3.65	\$212,675.30	\$3.83	\$223,373.26	\$4.02	\$234,454.44	\$4.22	\$246,118.84	
Naviance College & Career Readiness Curriculum	6-12	100,185	\$2.40	\$240,444.00	\$2.40	\$240,444.00	\$2.52	\$252,466.20	\$2.65	\$265,490.25	\$2.78	\$278,514.30	Not to exceed a year over increase of more than 10%
x2VOL	7-12	86,181	\$1.25	\$107,701.25	\$1.50	\$129,241.50	\$1.58	\$136,134.38	\$1.66	\$143,027.26	\$1.74	\$149,920.14	
Naviance Course Planner	7-12	86,181	\$0.65	\$56,017.65	\$1.10	\$94,777.10	\$1.16	\$98,948.76	\$1.22	\$103,116.42	\$1.28	\$107,286.08	
Naviance eDocs	12	13,455	\$1.00	\$13,455.00	\$1.15	\$15,473.25	\$1.21	\$16,280.55	\$1.27	\$17,087.85	\$1.33	\$17,895.15	
Naviance Alumni Teacher	Alumni	45	\$425	\$19,125.00	\$425	\$19,125.00	\$425	\$19,125	\$425	\$19,125	\$425	\$19,125	
Total Solutions				\$754,709.60		\$818,707.35		\$869,120.91		\$901,538.17		\$944,538.65	

Services

Project Consulting	45	\$225	\$10,125	\$225	\$10,125	\$225	\$10,125	\$225	\$10,125	\$225	\$10,125
Strategic Consulting	40	\$250	\$10,000	\$250	\$10,000	\$250	\$10,000	\$250	\$10,000	\$250	\$10,000
Total Services			\$20,125		\$20,125		\$20,125		\$20,125		\$20,125

We look forward to our upcoming meeting with FCPS on April 18, 2018 to discuss these items with you and come to a mutually agreeable outcome.

Warmest regards,



Jason Pletcher
Chief Financial Officer
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Exhibit A—Naviance Service Level Agreement

This Service Level Agreement ("Exhibit A") is an Exhibit incorporated into the Naviance Terms of Service between Naviance and Client ("Fairfax County Public Schools"). Exhibit A is governed by the terms of the Naviance Terms of Service, and to the extent of any conflict between this Exhibit A and the Naviance Terms of Service, the terms of the Naviance Terms of Service shall govern.

SERVICE AVAILABILITY AND SUPPORT SERVICES I.

SERVICE AVAILABILITY:

A. Uptime. Each quarter during the Order Form term, the system shall be operational and available ("Uptime") for not less than 99.8% of the total number of hours in any such quarter, with the sole exception of scheduled and unscheduled maintenance periods, or for any events due to outside of Naviance's reasonable control, including but not limited to force majeure events or actions or inactions of Client or any third party supplier or failures that resulted from Client's equipment and/or third party suppliers' equipment. If applicable, Naviance shall be responsible for working with vendors to resolve performance or availability issues that occur within the network of the software hosting provider.

B. Excused Performance Events. The following situations shall be considered "Excused Performance Events" and shall not be considered an SLA Failure:

- i. "Scheduled Maintenance" means Naviance's systems are not available due to a planned event (such as maintenance). Naviance is obligated to give Client at least ten (10) business days advance notice of Scheduled Maintenance.
- ii. Though rare, Naviance may require "Unscheduled Maintenance" to address critical issues (such as industry security advisories) that may impact all clients and require downtime. In the event of Unscheduled Maintenance, Naviance is obligated to notify all clients of the issue, impact and mitigation steps. While Unscheduled Maintenance situations cannot be anticipated, Naviance will make commercially reasonable efforts to minimize impact to Client.

C. All notifications regarding outages or system downtime will be posted online in the Naviance homepage or in some cases may also be e-mailed to client. The Account Manager will serve as the main point of contact for ensuring the client receives the notification and can coordinate with the technical solutions team if the client requires escalation or assistance with restoration of service.

D. SLA Consistent Incidents. As used herein, "Consistent Incidents" means two (2) separate incidents within a calendar year of failure to meet the Uptime standards as set forth in this section. Any Consistent Incidents shall be considered a material breach of this Agreement and is subject to the thirty (30) day cure period.

E. SLA Credits. Penalties: If Naviance fails to achieve required Uptime during a quarter, Client shall be entitled to an SLA Credit of \$150 for each hour in the quarter in which Naviance fails to achieve the requisite Uptime level.

II. SYSTEM MONITORING/RESPONSE

A. Naviance shall monitor its production environment 24 hours a day, 7 days a week. Naviance support staff are committed to responding to system problems as soon as possible to resolve issues. Naviance utilizes the below prioritization method and response time metrics for system issues. The metrics include a targeted resolution time by category (which is different than response time).



Academic and Career Planning Resource System

RFP2000002379

Invitation to Negotiation Questions

Due: Friday, April 6, 2018 by 3:00 p.m. EST

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Negotiation Questions

Requirements

1. Please confirm your responses to these requirements:

- **a. 6.3.17. The Solution must have the ability to automate provisioning of teacher assignments to students.**

Naviance supports the automated assignment of students to counselors only.

- **b. 6.6.1. The Offeror must guarantee a minimum of 99.99% availability, computed based on 24 hours/day over a 30 day period. In the event that an SLA is breached by the fault of the Contractor, the Contractor must include "service credit" and "critical deliverable credit" as a portion of its remedy to FCPS.**

Hobsons supports a 99.8% uptime based on a 3-month calculation rather than on a monthly calculation.

Hobsons does not provide any remediation or remedy if we fail to meet the supported uptime as described above.

Below is our Service Level Agreement:

Uptime

Each quarter during the Order Form term, the system shall be operational and available to each participating institution ("Uptime") for not less than 99.8% of the total number of hours in any such quarter, with the sole exception of scheduled and unscheduled maintenance periods, or for any events due to factors outside of Hobsons' reasonable control, including but not limited to force majeure events or actions or inactions of Client or any third-party supplier or failures that resulted from Client's equipment and/or third-party suppliers' equipment.

The following situations shall be considered "Excused Performance Events" and shall not be considered an SLA Failure:

- i. "Scheduled Maintenance" means Hobsons' systems are not available due to a planned event (such as maintenance). Hobsons is obligated to give Client at least 48 hours advance notice of Scheduled Maintenance that is not to exceed four hours in length. If Scheduled Maintenance must exceed four hours, Hobsons is obligated to give notice to Client at least seven calendar days in advance.
- ii. Though rare, Hobsons may require "Unscheduled Maintenance" to address critical issues (such as industry security notices) that may impact all customers and require downtime. In the event of Unscheduled Maintenance, Hobsons is obligated to notify all customers of the issue, impact, and mitigation steps. While Unscheduled Maintenance situations cannot be anticipated, Hobsons will make commercially reasonable efforts to minimize impact to Client.

All notifications regarding outages or system downtime will be posted online in the Compass community portal and in some cases may also be emailed to Client. The Success Manager will serve as the main point of contact for ensuring Client receives the notification and can coordinate with the technical solutions team if Client requires escalation or assistance with restoration of service.

Upgrades and Scheduled Maintenance

Hobsons employs an agile development model, which is an iterative, incremental approach to software development. In addition to getting valuable functionality to the market more quickly, it is also a framework that minimizes risk by preparing and releasing product upgrades in shorter, smaller development cycles. Hobsons targets delivery of production code on a monthly basis, but releases can be done more quickly if necessary. All clients receive updates at no additional charge.

All patching, maintenance, and upgrades are handled by Hobsons' dedicated engineering staff. Operating System patches are usually applied as manufacturers' release patches. Database updates occur with less frequency but do occur; Hobsons staff applies database patches as updates are available.

We will send major upgrade notifications at least five business days in advance. This notification will include release window, any downtime associated and, if applicable, a link to the release notes. The release includes documentation about the release.

Performance

Naviance's multi-tenant database model compartmentalizes data access while offering high scalability, and technical staff monitors the systems 24x7x365. Our professional services and support teams can work with Client to provide direction and best practices regarding system build-out to ensure efficiency.

Data Backup

Hobsons employs a secure and automated off-site data replication process to ensure redundancy of the data. Naviance platform backups are fully encrypted.

Backups are secured off-site so the Naviance service can be restored in the extremely unlikely event of total data center loss.

- **c. 6.7.14. The Solution shall record an audit trail of all changes made to system data by the vendor and/or authorized system users.**

Currently we have audit trails for the following:

- User logins
- Changes made to roles
- Changes made to applications
- Changes made to student course plans
- Changes made to Family Connection/Naviance Student options
- **d. 6.8.5. The Solution must have the ability at the district level to import college application data from an existing FCPS system.**

This is currently supported at the school level but not at the district level.

- **e. 7.8.6. The Solution must have the ability to batch upload the mid-year reports.**

We have the ability to batch upload mid-year transcripts but are not currently able to batch upload mid-year reports.

- **f. 7.8.19. The Solution should have the ability to batch send to a variety of delivery types.**

It is possible to batch send to a variety of delivery types one student at a time, but you cannot batch send to a variety of delivery types for multiple students at one time.

2. Please confirm that Hobsons will meet the following expectations:

- **a. Dedicated consulting representative and technical representative who is familiar with the FCPS set up. A transition plan must exist and be executed in the event staff changes occur. This should include documentation of our authentication and any customizations that may exist. (RFP Section 7.12.2)**

FCPS will have a dedicated Consultant who has product expertise and will be intimately familiar with the implementation and overall usage of Naviance at Fairfax. In addition to the Consultant, Fairfax will also have a Success Manager assigned who will be able to fully document the authentication and customizations Fairfax is using. Upon any transitions in staff, this documentation will remain with Fairfax's customer record and be transitioned to the newly assigned Success Manager and/or Consultant. If the need arises, the Success Manager is able to pull in various resources from across the company including an engineering resource, product manager, technical product manager or advanced support specialist.

- **b. Access to the timeline or roadmap for enhancements**

Product enhancements are communicated to all clients via Community Release Notes in our Naviance Network. For tier 1 releases, the primary client account contacts are notified via email of any changes that may impact any previously supported user workflows or significant changes to the user experience well in advance of their release to market. As a technology company that practices agile development methodology, our releases include minor iterative enhancements and bug fixes to major feature releases. We are not in the practice of publicly releasing our roadmap and FCPS will be made aware of any minor releases via the Naviance Network and any major product or feature releases via email to your account's primary contacts.

- **c. Agreed upon timeline for FCPS fixes and customization requests**

As fixes and customizations are requested by FCPS, they will be considered by the product management team. A determination whether or not to move forward with that request will be made at that time.

- **d. Communication**

- **i. Email notification of major releases 12 weeks prior to release. (RFP Section 6.10.3)**
- **ii. Email notifications 48 hours prior to smaller releases (RFP Section 6.10.4)**
- **iii. Email notifications 7 days prior to any planned outages (RFP Section 6.10.5)**
- **iv. Monthly follow-up meetings/updates from Hobsons with FCPS to review outstanding issues and to be made aware of upcoming changes to the system**

Hobsons deploys updates and fixes to all customers using the agile development methodology with a two-week sprint cadence. The majority of releases do not require any downtime. Where planned downtime is anticipated, this will be communicated at least ten days in advance.

Software release information is documented in the Naviance Network online community and help system available within the Naviance product. Monthly release notes are published in the Product Release Notes

section of the Naviance Network. For major releases, product launches, or significant updates, we communicate at least one month in advance using standard customer communication channels, including the Naviance Network, dashboard notices in the Naviance product, the monthly client newsletter, webinars, and emails.

- **e. Inclusion on the National Advisory Board**

Refer to our response to question 4 below for details.

- **f. Scalability to support FCPS users during the peak college application periods. Key dates being Oct 1, Oct 15, Nov 1, Nov 15, Dec 1, Dec 15, Jan 1 and Jan 15th. (RFP Section 6.4)**

Hobsons monitors systems 24x7x365 for performance and scalability especially during peak submission and seasonal deadlines.

- **g. No major mid-year enhancement rollouts that impact user experience.**

As a technology company that practices agile development methodology, both major and minor enhancements happen on a rolling basis. Hobsons keeps school year cycles in mind when developing and releasing new features.

- **h. Email notification of any known issues with existing functionality that may be impacting users**

Naviance utilizes in-product messaging for known issues that have a major impact for users. These messages are available when users log into a school account. Your Naviance Success Manager will also keep you informed of issues with a major user impact.

- **i. Training and Documentation**

- **i. Documentation of our system configuration that can be used by Hobsons consultants and FCPS technical support staff. (RFP Section 5.10.9)**

With the use of FCPS consulting hours, we can work with you on documentation and we can support you with your purchased consulting hours.

- **ii. Initial customized training for FCPS technical support staff and a few hours of annual training per year for this same staff. (RFP Section 7.12.6)**
 - **Include in the initial training a review of Naviance configuration, including how best to utilize features of the product, for example the Welcome Message formatting and other parameter settings**

Purchased consulting hours can be used for this purpose. Your consultant can work with FCPS leadership to outline a formal training plan for staff to include frequency, audience, and content.

- **iii. Annual training for school users in-person and webinars. (RFP Section 7.12)**

Your assigned consultant can utilize consulting hours to deliver training remotely via web or onsite in-person as determined by your professional development plan.

3. FCPS is requesting:

- **a. Continued blackboard authentication support, to include automated parent accounts (RFP Section 6.3). Documentation should be created for Hobsons and FCPS technical support staff**

Our current supported authentication methods are through NavAPI and Clever.

- **b. eDocs/Common App integration (RFP Section 7.8.3, 7.8.16, 7.8.18)**

Supported.

- **c. Assigning lessons and tracking reports to allow consistent measurement of usage and effectiveness**

In the Naviance Curriculum product, district-level functionality includes default lesson sequence assignment by grade level, and tracking usage and answers in each school.

- **d. Course Planner – Ability to allow a Middle School student to incorporate a High School level course (that was taken in 8th grade) in their 4 year plan, and the flexibility to modify the 4 year plan to meet some Special Education Students or English Learners plans of more than 4 years to graduate. (RFP Section 7.7.7)**

This is not currently on the roadmap.

- **e. Accurate tracking of transcripts request from initial request through submission of the transcript. (RFP Section 7.8.2)**

Supported.

- **f. Additional support for required district reports that are unavailable online**
 - **i. Ability to generate district reporting by FCPS staff**

Naviance supports a host of in-product reports at the district level that can be generated by FCPS staff. There are some additional back-end reports that are available through your dedicated consultant.

- **ii. Curriculum usage needs to be made available at the district level**

District-level Naviance Curriculum reporting is a planned enhancement, to be delivered in Fall 2018.

- **g. Permission to translate the assessments available since the product itself does not have other languages available (RFP Section 6.2.3)**

Fairfax County Public Schools has permission to translate the following: Gallup Strengths Explorer, Career Cluster Finder, and Career Interest Profiler. Once translated for students to read on paper in their primary language, they can enter their answers back into Naviance.

From Gallup Regarding Translation of Strengths Explorer:

"If the school themselves want to translate the assessment for the use with their students we will not say they cannot do that. We do not plan at this time to invest in building out translations for Strengths Explorer. Because of that, we will allow schools to translate as they need to for their students. Please make them aware that the translations are not endorsed by Gallup and they cannot circulate anything with Gallup's name attached to it since our quality control around the translations has not been assessed. With each translation we have measures to ensure that results are the same for the participant if they take it in English, Spanish, etc."

Districts can use a web add-on extension (Google Translate) for translation purposes. We provided in our original response a Google Translation Guide as Attachment D for FCPS.

4. Cost Reduction:

- **a. Decrease the fee for the following:**
 - **i. Naviance for Middle School Grades 6-8**
 - **ii. Career Key Grades 7-8**
 - **iii. Naviance for High School Grades 9-12**
 - **iv. Naviance College and Career Readiness Curriculum**
 - **v. x2VOL Grades 7-12**
 - **vi. Naviance Course Planner Grades 7-12**
 - **vii. Naviance eDocs**
 - **viii. Consulting services**

Hobsons has reviewed the request by Fairfax County Public Schools to provide cost reduction. The pricing provided in our response is consistent with contract pricing extended to all other partners in the DC metro area with a similar scope of partnership.

Fairfax County Public Schools included in the Negotiations document "Inclusion on the National Advisory Board" (Item 2e). We invite a district leader of Fairfax County Public Schools to be on the Naviance Advisory Board starting in August 2018. Board membership is on a term basis and we would like to invite the chosen district leader to enter the role in a 3-year term. The annual July Advisory Board meeting will be at our annual summer conference, Hobsons Summer Institute. Naviance Advisory Board members will receive free registration for the Hobsons Summer Institute conference during their 3-year term, and all travel expenses will be paid for by Hobsons.

Appendix A—Naviance Insights and Insight Premium

Naviance is pleased to offer Fairfax County Public Schools the opportunity to be an early adopter for the Naviance Insights Premium offering, which will be available by July 1, 2018. Naviance is offering Fairfax the opportunity to receive a 25% discount on the Premium edition. The price for the solution is \$1.50 per student for all middle schools and high school students with a Naviance subscription.

Naviance Insights will be included in Fairfax's Naviance subscription upon contract execution. This is new functionality within Naviance and provides access to our new Outcomes Dashboard. The Outcomes Dashboard enables educators to track college outcomes and easily report results. Year-over-year results enables educators to identify college outcome trends. On-track metrics enable staff to take action today by determining if current students are ahead or behind previous classes in key outcomes such as college applications and college acceptances.

The simple dashboard allows leaders to create data-rich presentations with concrete goals that put metrics behind a vision for college attainment across demographic groups.

Track 8 key college outcomes including:

- **College Applications**
 - Applied to at least 1 college
 - Applied to 2-year or 4-year college
- **College Acceptances**
 - Accepted to at least 1 college
 - Accepted at 2-year or 4-year college
- **College Enrollment**
 - Accepted to college but has not enrolled
 - Enrolled in college the first year after high school
- **College Persistence and Completion**
 - Completed a college degree within 6 years after high school graduation
 - Enrolled in college the first year after HS and persisted to 2nd year

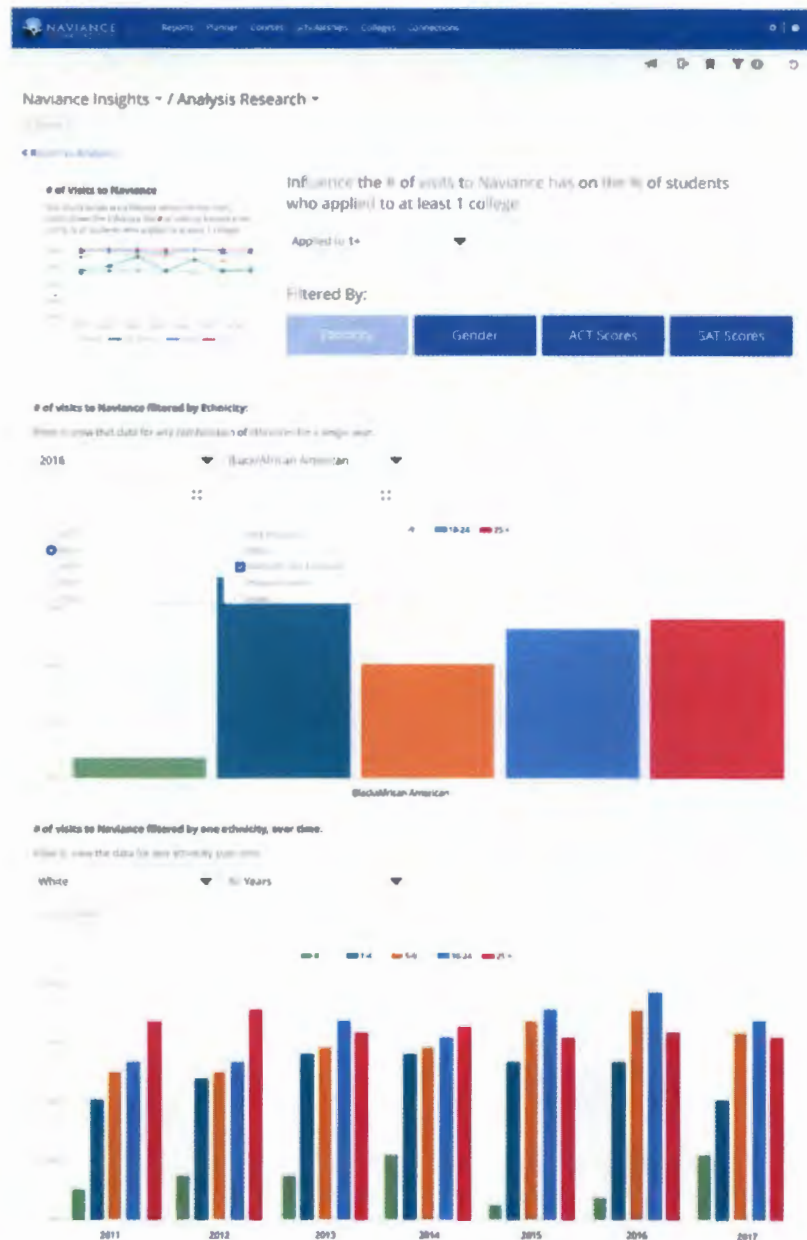
- **Track Outcomes**

With easily accessible data, educators can track college outcomes by 7 different filters: gender, ethnicity, student group, ACT score, SAT score, district zone, or high school.

- **Report Results**

Share important data such as the number of seniors who applied to 3+ colleges and the 6-year graduation rate for alumni in easily exportable, presentation-ready formats.

In addition to the Outcomes Dashboard, Naviance Insights Premium is being offered at cost and includes an Analysis and Comparison Dashboards help educators improve college outcomes by identifying programs and interventions that lead to success, informing decision-making for counselors and administrators. Implement proven strategies around college and career readiness and unlock the factors that influence college outcomes.



Naviance Insights Premium enables you to:

Uncover What's Working

Pinpoint factors that influence college outcomes and analyze outcomes by ethnicity, gender, and high school in your district. Analyze 17 variables leading to college outcomes according to data scientists including:

- Number of Math Courses Taken
- Number of AP Exams Taken
- Naviance Success Planner Tasks Completed

- Number of Colleges Applied To
- ACT/SAT Scores

Customize Your Analysis

Customize reports (including year-over-year comparisons) to identify factors that influence outcomes for groups such as first-generation students or participants in existing college readiness programs. With custom analysis of student groups, you can evaluate the effectiveness of existing programs, which can often cost more than \$200 per student. Easy to access analysis will help direct resources to programs with the largest impact for students.

Implement Proven Strategies

Unlock data to identify and implement proven strategies that help more students reach their goals. Answer important questions such as:

- Which counseling programs are having the most impact?
- What groups may need differentiated programs?
- Which current interventions are effective?

You can also analyze 17 research-backed variables that can inform targeted support across your school or district.