

Lexia Learning Systems LLC  
Attn: Nick Gaehde  
300 Baker Ave., Suite 320  
Concord, MA 01742

**JUN 23 2022**

Reference: RFP#2000003432 – K-6 Language Arts Basal Resources (SY 2022-2023 Adoption)

Dear Mr. Gaehde:

**Acceptance Agreement**

**Contract Number: 4400011182**

This acceptance agreement signifies a contract award to Lexia Learning Systems LLC for K-6 Language Arts Basal Resources (SY 2022-2023 Adoption). The period of the contract shall be from date of award through August 31, 2029 with the option to renew for three (3) one-year periods.

The contract award shall be in accordance with:

1. This Acceptance Agreement;
2. The Terms and Conditions of RFP#2000003432 – K-6 Language Arts Basal Resources (SY 2022-2023 Adoption) and all addenda;
3. Your Proposal dated December 1, 2021; and
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 company. Please provide your Insurance Certificate according to Special Provisions Paragraph 20 within ten (10) days after receipt of this letter. Contract award documents may be viewed on the Fairfax County, Department of Purchasing and Supply Management website at: [www.fairfaxcounty.gov/cregister](http://www.fairfaxcounty.gov/cregister).

Sincerely,



Michelle R. Pratt  
Director

MRP/jch

FD  
6/27/22

**Pricing Schedule**

<b>Item</b>	<b>1-Year Price</b>	<b>7-yr. Price (07/01/2022-08/31/2029)</b>
Lexia Core 5 Reading/PowerUp Literacy Unlimited Licenses with School Success Partnership	\$11,007.50 per school	\$9,814,022.82
Lexia Core5 Reading/PowerUp Literacy Live Online-Professional Development - includes	\$925.00 per school	\$872,104.80
Lexia Dedicated Customer Success Manager; 1 Dedicated Success Manager for each year	\$143,375.00 (K-6)	\$979,538.00
Lexia Core5 Reading/PowerUp Literacy Professional Learning Day - Full (Up to 6 hours)	\$3,931.25/per day/per school	\$1,669,051.50 for 3 days/per school

## MEMORANDUM OF NEGOTIATIONS

### Request for Proposal RFP2000003432 K-6 Language Arts Basal Resources (SY 2022-2023 Adoption)

The County of Fairfax, Fairfax County Public Schools (hereinafter called the County or FCPS) and Lexia Learning Systems LLC (hereinafter called the Contractor or Lexia) hereby agree to the following in the execution of Contract 4400011182. The final contract contains the following items:

- a. Fairfax County's Request for Proposal RFP2000003432 – K-6 Language Arts Basal Resources (SY 2022-2023 Adoption) and all Addenda;
- b. Technical and Business proposal submitted by Lexia dated December 1, 2021 as amended by this Memorandum of Negotiations and clarifications;
- c. All responses, emails, and attachments to correspondence exchanged between Lexia and FCPS;
- d. Responses to the Architecture Checklist;
- e. Responses to the FCPS Data Exchange Checklist;
- f. Responses to the FCPS Accessibility Checklist;
- g. The Memorandum of Negotiations; and
- h. All subsequent amendments to the contract.

The following are to be included in the contract:

1. On April 28, 2022, at the recommendation of the Selection Advisory Committee for the RFP2000003432 – K-6 Language Arts Basal Resources (2022-2023 Adoption), the Fairfax County School Board approved the following Lexia titles:
  - a. Lexia Core 5 Reading – Grades K-5
  - b. Lexia PowerUp Literacy – Grade 6 Intervention Resource
2. Advanced Teacher/Staff Access - Lexia shall provide advanced access to teachers, school-based and central office-based staff, to include School Based Technology Specialists, Reading Specialists, and other necessary staff to all product licenses for review, implementation work, and planning purposes beginning June 1, 2022 and beginning June 1 of each subsequent School Year through August 31, 2029.
3. Extra support days for teachers/students - Lexia shall provide up to 60 days of technical support at the beginning of the SY 2022-2023 school year, at no additional cost.
4. License Term, Conditions and Pricing:
  - a. Lexia shall provide licenses and services for grades K-5 (Lexia Core 5 Reading) and Grade 6 (Lexia PowerUp Literacy) valid from the date of contract award through August 31, 2029.
    1. Site licenses for middle schools containing 6th grade students allow use of these products by 7th and 8th grade students in those schools only.
  - b. Additional Purchases - Schools may purchase additional licenses and/or services for Lexia Core 5 Reading and Lexia PowerUp Literacy, not already included in this central purchase,

after contract award at prorated prices, based on the negotiated pricing schedule.

- c. Lexia shall provide the following division-wide advanced access pricing schedule and professional development pricing schedule (2022-2029). This is not a purchase order.

Item	1-Year Price	7-yr. Price (07/01/2022-08/31/2029)
Lexia Core 5 Reading/PowerUp Literacy Unlimited Licenses with School Success Partnership	\$11,007.50 per school	\$9,814,022.82
Lexia Core5 Reading/PowerUp Literacy Live Online-Professional Development - includes	\$925.00 per school	\$872,104.80
Lexia Dedicated Customer Success Manager; 1 Dedicated Success Manager for each year	\$143,375.00 (K-6)	\$979,538.00
Lexia Core5 Reading/PowerUp Literacy Professional Learning Day - Full (Up to 6 hours)	\$3,931.25/per day/per school	\$1,669,051.50 for 3 days/per school

- d. See Attachment A for additional pricing schedule details.
- e. Lexia shall provide personalized professional development via options such as synchronous/asynchronous opportunities for learning, train the trainer model, job-embedded professional development, and supporting staff with goal-setting and progress monitoring professional development
5. Co-terminus Dates: Licenses purchased after July 1, 2022 will be prorated from date of purchase through August 31, 2029 or in annual increments from the date of purchase.
6. ACH Payments/Credit Card Payments – Lexia shall not charge 3<sup>rd</sup> party transaction fees for credit card purchases and not mark up for orders processed via purchase order.
7. Integration and Automation – Lexia shall not charge for any out-of-the-box integrations (Clever, Classlink, Google, Microsoft, Canvas, Schoology, itsLearning, D2L, Lexia UN/PW, and all current and future versions of Learning Tools Interoperability (LTI).
- a. Lexia shall work with FCPS to determine the best approach for integration, authentication and rostering immediately upon contract award. All integration options will be offered at no additional cost to FCPS.
8. Schoology - Lexia shall make current and future integrations with Schoology available to FCPS at no

additional cost for the duration of the contract. If Lexia offers LTI 1.3 with Schoology at any point during the contract term, that LTI will be offered to FCPS at no additional cost.

**9. Accessibility:**

- a. Closed Captioning – Lexia anticipates that the majority of student-facing videos in Lexia PowerUp Literacy will be closed captioned by August, 2022 (Lexia Core5 Reading does not include videos). Support for closed captioning videos in PowerUp Literacy will be provided at no additional cost.
- b. Alternative Text - Lexia shall create alternative text for images in Lexia Core5 Reading and Lexia PowerUp Literacy beginning in 2022. Lexia shall make advances to have some alternative text implementation by August 2023 and full implementation by August 2024. Lexia shall inform and provide FCPS updates with implementation of Alternative Text on or before August 2023 and August 2024. Support for creation of alternative text for images will be at no additional cost.
- c. Audio Descriptions - Lexia shall provide professionally created audio descriptions for video content for the visually impaired with anticipated advances starting by August 2023 with full implementation on or before August 2024, at no additional cost.
- d. Coded Assistive Technology – When Lexia provides new support for the use of assistive technologies, those supports and enhancements will be made available at no extra cost. Lexia shall provide FCPS updates regarding changes in supported assistive technology platforms/coded assistive technology, braille readers, and screen reader platforms by August 2023 and every year thereafter.
- e. Color Coding- Using WCAG 2.0 and other standards, Lexia shall continue to improve issues related to contrast and color usage.
- f. VPAT - Lexia shall provide FCPS with VPAT documentation at the end of each school year in June or July for the duration of the contract.

**10. Technology:**

- a. Architecture Checklist – Lexia shall agree to be compliant with requirements stated in the Architecture Checklist.
- b. Data Exchange Checklist - Lexia shall agree to be compliant with requirements stated in the Data Exchange Checklist.
- c. Privacy and Security Related Certifications – Lexia shall comply with Amazon Web Services (AWS) provided security levels and perform security and penetration tests on a regular cadence and work to address any issues.
- d. Audits, Requirements, Confidentiality - Certain Lexia products, including LETRS®, have undergone ISO-27001 audit certification, while other Lexia products, including Lexia Core5 Reading and Lexia PowerUp Literacy, were previously certified under SOC2 audit. Lexia is currently in the process of extending ISO-27001 certification to Lexia Core5 Reading and Lexia PowerUp Literacy and Lexia's full portfolio, with certification currently targeted for completion in early 2023. Lexia will provide its ISO-27001 Certificate of Registration to FCPS upon Lexia's receipt thereof but no later than June 30, 2023, and, once certified, will maintain such certification through the end of the contract term.
- e. Lexia shall comply with applicable FERPA, COPPA and CCPA requirements, as well as the Confidentiality Provisions and Covenant of Confidentiality included in Appendix G of the solicitation. Lexia shall have internal and/or 3rd party vulnerability tests and scans performed monthly, and penetration tests of the website performed on a regular basis via third-party.
- f. Data Retention - Lexia shall initiate its processes to destroy all personally identifiable student and staff user data and, including in ALL backups (including any backups of

- backups), within 60 days, following the end of the contract term.
- g. Usage Reports – Lexia shall provide FCPS with access to school and district level reports on a regular and any time basis.
  - h. Email – Lexia shall maintain valid SPF, DKIM, and DMARC certification when sending emails to users.
  - i. Incident Report - Lexia shall notify FCPS within 12-24 hours of Lexia becoming aware of a security breach involving the unauthorized access, disclosure, or alteration of FCPS student or staff data having occurred, and shall initiate appropriate available measures designed to contain, mitigate, investigate and begin remediation of the security breach and any impacted FCPS data following discovery of same. Subject to constraints of ongoing investigation and remediation efforts, Lexia will endeavor to provide FCPS with as much timely, accurate, verified and up-to-date information regarding the security breach, and specifically, impacts to FCPS data, as is available at the time, which may include, inter alia and as applicable, updates on the status of investigations, the scope and nature of data determined to have been impacted, and remediation measures relative to the security breach and FCPS data, and reasonable and appropriate log information relating to any security breach event, provided that notification and information shall be treated as confidential information, and shall not be used or disclosed for any other purpose. Lexia shall also provide detailed RCA/CAP for any incidents.
  - j. Threat and Vulnerability – Lexia shall continue to perform the threat and vulnerability management activities identified in the proposal and provide a disaster recovery plan.
  - k. SOC or ISO Reports – Lexia is currently in the process of extending ISO-27001 certification to Lexia Core5 Reading and Lexia PowerUp Literacy and Lexia's full portfolio, with certification currently targeted for completion in early 2023. Lexia will provide its ISO-27001 Certificate of Registration to FCPS upon Lexia's receipt thereof, and once certified, will maintain such certification through the end of the contract term. Lexia will provide updates on changes to estimated ISO certification completion date to FCPS upon request. Lexia will provide its ISO-27001 Certificate of Registration to FCPS upon Lexia's receipt thereof but no later than June 30, 2023; once certified, Lexia will maintain such certification through the end of the contract term. If any vulnerabilities are discovered in ISO-27001 report, Lexia shall remediate any medium or high vulnerabilities within 6 months.
  - l. Automated Registration – Lexia shall provide multiple user management options to simplify student and teacher access to Lexia products, including automated CSV imports, single sign-on authentication, and learning management system integrations.
  - m. Escalation Plan for Technical Issues – Lexia shall provide a support structure that includes a defined internal escalation path, as referenced in the initial proposal.
  - n. Teacher Support Hours – Lexia shall provide the following Teacher support: Monday-Friday 8:00 am to 4:30 pm.
  - o. Live Chat Support – Lexia shall provide Live Chat Support Monday-Friday 8:00 am to 8:00 pm ET or can contact support via a form at <https://learn.Lexia.com/contact/>.
  - p. Point of Contact – Lexia shall provide a Senior Manager of Technical Operations, as the primary point of contact for technical support.
  - q. Offline Access – Lexia shall provide all online text within Lexia Core 5 Reading and Lexia PowerUp Literacy for offline access, as well as in transcript form.
  - r. Updates to Content and Technology – Lexia shall remain current with all curriculum and technology integration standards and content updates that are generally required by U.S. public schools and districts, at no additional cost, for the duration of the contract, to include any future upgrades to LTI, Clever, Google, and Schoology supported by Lexia.
11. Maintenance, Upgrades and Planned Outages – Lexia shall provide a minimum of 7 days notification of any planned service outage and shall notify [ITServiceDesk@fcps.edu](mailto:ITServiceDesk@fcps.edu) by email.

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12. Delivery Date – Lexia shall provide product licenses promptly following contract execution.
13. Student Data Protection - In the case of a suspected security or privacy breach incident, Lexia shall notify [ITServiceDesk@fcps.edu](mailto:ITServiceDesk@fcps.edu) by email.
14. Order of Precedence
- a. Unless otherwise stated in this Memorandum of Negotiations and where there are conflicting terms, the original RFP terms and conditions will take precedence over the terms of any Lexia license agreement.

All other terms and conditions remain the same.

ACCEPTED BY:



Nick Gaehde, President  
Lexia Learning Systems LLC

9-Jun-2022

Date



Colleen Eddy, Director  
Office of PreK-12 Curriculum and Instruction

6/9/22

Date



Michelle R. Pratt, Director  
Office of Procurement Services

6/23/22

Date



**Fairfax County Public Schools**

**Core5, PowerUp, and Core5/PowerUp**

**STUDENT SUBSCRIPTION**

Core5, PowerUp, and Core5/PowerUp (including renewal products)

	1 year	2 years	3 years	4 years	5 years	6 years	7 years
1-249	\$40.00	\$74.00	\$102.00	\$136.00	\$170.00	\$204.00	\$238.00
250-499	\$35.00	\$64.75	\$89.25	\$119.00	\$148.75	\$178.50	\$208.25
500+	\$30.00	\$55.50	\$76.50	\$102.00	\$127.50	\$153.00	\$178.50

**UNLIMITED SCHOOL SUBSCRIPTION**

Core5, PowerUp, and Core5/PowerUp (including renewal products)

	1 year	2 years	3 years	4 years	5 years	6 years	7 years
	\$9,500	\$17,850	\$25,650	\$34,200	\$42,750	\$51,300	\$59,850

**UNLIMITED LICENSE with SCHOOL SUCCESS PARTNERSHIP**

Core5 or PowerUp (including renewal products)

	1 year	2 years	3 years	4 years	5 years	6 years	7 years
	\$11,007.50	\$20,591.05	\$29,482.49	\$38,151.48	\$48,741.21	\$58,251.69	\$67,682.92

**Individual Partnership Offerings**

	Cost	Timeframe
Lexia Core5 Reading School Success Partnership (Per Site)	\$3,237.50	Annual
Lexia Core5 Reading Professional Learning Day - Full Day	\$3,931.25	Full Day
Lexia Core5 Reading Live Online	\$925	One Time
<b>Lexia PowerUp Literacy School Success Partnership (Per Site)</b>		
Lexia PowerUp Literacy School Success Partnership (Per Site)	\$3,237.50	Annual
Lexia PowerUp Literacy Professional Learning Day - Full Day	\$3,931.25	Full Day
Lexia PowerUp Literacy Live Online	\$925	One Time
Lexia Academy	\$693.75	Annual
District Success Partnership Bronze (Core5, PowerUp)	\$3,237.50	Annual
District Success Partnership Silver (Core5, PowerUp)	\$6,382.50	Annual
District Success Partnership Gold (Core5, PowerUp)	\$9,157.50	Annual
District Success Partnership Platinum (Core5, PowerUp)	\$11,332.50	Annual
District Success Manager	\$143,375	Annual

**CONFIDENTIALITY PROVISIONS  
STUDENT RECORDS**

**THIS AGREEMENT**, executed and effective as of the 1 day of December, 2021, by and between Lexia Learning Systems LLC, a corporation organized and existing under the laws of \_\_\_\_\_ (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 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.

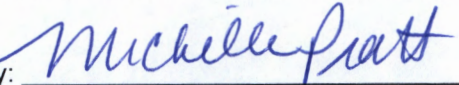
**Termination.** This agreement shall remain in force until notification to terminate is issued by FCPS. At time of termination, vendor is to follow regulations for Disposition of FCPS Confidential Student Records Upon Termination of Agreement as stated above.

**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.

**[Company]** Lexia Learning Systems LLC

By:   
**[Name]** Nick Gaehde / President  
**[Title]**

**FAIRFAX COUNTY SCHOOL BOARD**

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

**Attachment**  
**Covenant of Confidentiality**

In connection with the performance by Lexia Learning Systems LLC (the "Company") of its obligations under that certain agreement with the Fairfax County School Board dated December 1, 2021, as the same shall have been amended by that certain Agreement of even date therewith (the "Agreement"), the undersigned authorized representative of the Company (the "Authorized Representative"), for good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby covenants and agrees as follows, with knowledge that the Fairfax County School Board is relying upon the statements set forth herein.

The Authorized Representative hereby covenants and agrees that he or she: (i) shall maintain in strict confidence and trust all records, reports and other documents or materials of any nature relating to the operations, students, families and employees of Fairfax County Public Schools (collectively, the "FCPS Confidential Student Records"); (ii) shall not disclose any FCPS Confidential Student Records to any person or entity who has not agreed to be bound by the terms of the Agreement, or a sworn statement executed pursuant thereto, unless the person or entity is an Authorized Representative of FCPS or is otherwise entitled to access to such FCPS Confidential Student Records pursuant to federal and/or Virginia law; (iii) shall use the FCPS Confidential Student Records solely for purposes related to and in furtherance of the performance by the Company of its obligations pursuant to the Agreement; (iv), upon expiration of the term of the Agreement, or upon the earlier termination of the Agreement for any reason, promptly shall deliver all FCPS Confidential Student Records to Fairfax County Public Schools; (v) shall continue to maintain as confidential all information obtained from FCPS Confidential Student Records after the expiration or termination of the Agreement.

**IN WITNESS WHEREOF**, the Authorized Representative has executed this Covenant of Confidentiality as of the 1 day of December, 2021.

Nick Gaehde 

[Name]

300 Baker Ave., Ste. 320

[Address]

Concord, MA 01742

(800)435-3942

[Telephone No.]