



Partnership With
Raytown Quality Schools
Prepared on 5/29/18



Actively Learn Description:

Actively Learn is an online literacy platform that helps teachers activate, support, and reveal student thinking so every student can read for depth. Our approach assists teachers in practicing 12 strategies (e.g. cultivating metacognition, asking higher-order questions) that change how deeply students understand texts. We also offer a large content library that supports literacy across subjects. Our innovations have been supported by the Gates Foundation and National Science Foundation. Over one million students and teachers across the country have experienced the benefits of Actively Learn.

Raytown Quality Schools and Actively Learn Partnership:

The partnership between Actively Learn and Raytown Quality Schools outlined in this proposal is designed to produce many instructional benefits (*see Exhibit A*), content benefits and savings (*see Exhibit B*), and improved literacy pedagogy (*see Exhibit C*).

We're thrilled to continue to partner with Raytown Quality Schools in an effort to help all students read for depth so that they may become better communicators in life. Our plan for this next year is to work with Curriculum Coordinators to begin to develop a library of non-ELA resources to help teachers use the platform more readily.

Implementation & Professional Development:

Actively Learn's online literacy platform is designed to be intuitive and easily implemented, and we pride ourselves on our fantastic customer support. We provide the following:

- **Self-Serve Resources for Teachers:** Inside the platform, we offer 24-hour access to a help center filled with step by step directions, videos, and FAQs.
- **Premium Support:** When teachers reach out to our support line (via a live chat or phone call), their issues are prioritized and usually receive a response within two hours, with critical issues getting more immediate attention.
- **Dedicated School Success Manager (≥ 3 Team licenses or School Plan):** Your dedicated success manager will be available via phone or email to answer any questions and determine ways to fit Actively Learn within your school or district environment.
- **Tailored Implementation Plan (≥ 5 Team licenses or School Plan):** A successful implementation depends on taking into consideration how your school(s) operates to craft the best way for Actively Learn to have an impact. Our tailored plans begin with a [planning session](#) to determine the best way to approach the year to ensure a successful implementation and evaluation.



- **Professional Development Webinars (≥ 5 Team licenses or School Plan):** Our webinars help introduce teachers to Actively Learn or once they've developed a baseline understanding allows them to build more expertise. We offer unlimited webinars as we always want to help teachers grow their capacity with the platform.
- **Professional Development In-Person (included with ≥ 20 Team licenses or ≥ 1,500 students School Plan):** For larger implementations, in-person sessions can be critical in facilitating a fruitful dialogue with many teachers. They can see us not as company representatives but instead as educators passionate about student learning. We can more directly meet teacher needs in these sessions and the connection we make with teachers helps them become more comfortable with the platform and our team.

Technology:

Actively Learn is a web-based software platform accessible from any internet-enabled device at any time.

- **Web Browsers:** Actively Learn supports Safari (v5.2 and higher), Firefox (v22 and higher), and Chrome (any version) browsers.
- **Any Device:** Students and teachers access Actively Learn on desktops, laptops, tablets, and smartphones
- **Low Bandwidth Needs:** Actively Learn does not require much bandwidth (limited-use of high bandwidth content like videos) and schools using it have not experienced any issues on their networks due to Actively Learn. We support an unlimited number of students and teachers at any given time.

Integration with Other Platforms:

Actively Learn offers the following integrations:

- **Google:** Sign-on, Classroom, Drive

- **Office 365:** Sign-on
- **Canvas LMS (School Plan only):** Direct integration via an API
- **Other LMS:** Not a direct integration but easy mechanisms to post assignments so students can access them from the LMS
- **SIS (School Plan only):** This is completed through a 3rd party service provider for an additional fee.

Terms of Service and Privacy Policy:

Actively Learn's terms are posted on our website. If you would like a full copy of the terms included in your proposal, please let us know.

- **Terms of Service:** You can review Actively Learn's terms here: www.activelylearn.com/terms.
- **Privacy Policy:** You can review Actively Learn's privacy policy here: www.activelylearn.com/privacy
- **Student Privacy Pledge:** We take student privacy seriously and have signed the Student Privacy Pledge: <https://studentprivacypledge.org/signatories/>

Pricing:

Actively Learn pricing includes software subscriptions and PD services as detailed below.

Core Service	Term	Price
Actively Learn School Plan <ul style="list-style-type: none"> Site-wide subscription for all secondary students (4,900), teachers, and administrators. Elementary schools included at no cost Included Professional Development <ul style="list-style-type: none"> Unlimited webinar PD sessions 2 in-person PD days annually 	One Year from: July 1, 2018 to: June 30, 2019	\$37,000 \$7.55/student/year
	Two Years from: July 1, 2018 to: June 30, 2020	\$70,300 \$7.17/student/year <i>*Includes 5% discount for year 2</i>
	Three Years from: July 1, 2018 to: June 30, 2021	\$101,750 \$6.92/student/year <i>*Includes 5% discount for year 2, and 10% discount for year 3</i>

*The discounted prices of two and three years is based on a lump sum payment. If payment cannot be made upfront, you will be billed in annual installments at the year one rate.

Optional Services	Price
Copyright Content Bundle (School Plan only) All students get access to thousands of copyrighted books on Actively Learn with no additional per book charges. Publishers include HarperCollins, Penguin Random House, Simon & Schuster, and HMH.	Promotion for SY 18-19! \$20/student/year \$10/student/year until May 31st
<ul style="list-style-type: none"> Unlimited paid content for assignments and independent reading --or--	
<ul style="list-style-type: none"> School content credits to simplify book purchases. These credits do not expire and any leftover will continue to the next school year. 	\$5-10/student/year suggested

<p>Additional Professional Development Improve literacy pedagogy in a holistic way.</p> <ul style="list-style-type: none"> • Additional in-person PD days • Online professional learning center to improve 12 literacy practices (questioning, annotation, metacognition, writing, etc. - example) 	<p>\$1,500/day</p> <p>Included free for 2018-19!</p>
<p>SIS Integration (School Plan only)</p>	<p>\$300/school/year</p>

Select Service Options:

To confirm purchase, please provide:

CORE SERVICE OPTION:

Check the appropriate box for length of the license.

- Three Year License. If yes, select payment option:
 lump sum (\$101,750) --OR-- annual payments (\$37,000)
- Two Year License. If yes, select payment option:
 lump sum (\$70,300) --OR-- annual payments (\$37,000)
- One Year License (\$37,000)

ADDITIONAL OPTIONS:

Check the appropriate box for additional options you would like. For questions on these options please check with the preparer of this proposal (see footnote).

Copyright Content (School Plan only):

- Unlimited copyright content for ~~\$20~~ \$10/student/year (before May 31st) If yes, include the schools and # of students: _____
-- OR --
- Content credits to allow easy access to copyright texts. If yes, include \$ ____ per student.

Professional Development:

- Additional in-person PD days for \$1,500 per day. If yes, include _____ # of days
- Professional learning center to improve teacher's literacy practices (including micro-credentials). Free for 2018-2019!

SIS Integration (School Plan only):

Integrate rosters with your SIS for \$300 per school. If yes, include ____ # of schools

Authorized Signature:

To confirm purchase, please provide:

SIGNATURE Dr. Brian Huff

PRINTED NAME Dr. Brian Huff

TITLE Dr. Brian Huff

DATE 05/31/2018

ADDENDUM TO RAYTOWN QUALITY SCHOOLS/ACTIVELY LEARN
AGREEMENT

This Addendum is to be read in conjunction with all contract documents between Raytown Quality Schools and Actively Learn, including but not limited to Actively Learn's Terms of Service and Privacy Policy (the "Contract Documents"). To the extent that the terms of this Addendum conflict with the Contract Documents, this Addendum will control.

1. Definitions

- a. "District" means the Raytown Quality Schools.
- b. "District Data" includes all Personally Identifiable Information and other information that is not intentionally made generally available by the District on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student and personnel data and metadata.
- c. "End User" means the individuals authorized by the District to access and use the Services provided by the Vendor under this Agreement.
- d. "Personally Identifiable Information" (or PII) includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver's license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.
- e. "Securely Destroy" means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
- f. "Security Breach" means an event in which District Data is exposed to unauthorized disclosure, access, alteration, or use.
- g. "Services" means any goods or services acquired by the District from the Vendor, including computer software, mobile applications (apps), and web-based tools accessed by students and/or their parents via the Internet and used as part of a school activity.
- h. "Vendor" means Actively Learn.

- i. “Mining District Data” means to search through, access, or extract District Data, metadata, or information which is not necessary to accomplish the purpose(s) of this Agreement.

2. Rights and License in and to District Data

The parties agree that as between them, all rights including all intellectual property rights in and to District Data shall remain the exclusive property of the District, and Vendor has a limited, nonexclusive license as provided in this Agreement solely for the purpose of performing its obligations hereunder. This Agreement does not give Vendor any rights, implied or otherwise, to District Data, content, or intellectual property, except as expressly stated in the Agreement.

3. Intellectual Property Rights/Disclosure

- a. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared by Vendor (or its subcontractors) for the District will not be disclosed to any other person or entity.

- b. Vendor warrants to the District that the District will own all rights, title and interest in any and all intellectual property created by the District in the performance of this Agreement and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Vendor agrees to assign and hereby assigns all rights, title, and interest in any and all District-created intellectual property created in the performance of this Agreement to the District, and will execute any future assignments or other documents needed for the District to document, register, or otherwise perfect such rights.

4. Data Privacy

- a. Vendor will use District Data only for the purpose of fulfilling its duties under this Agreement and will not share such data, except as allowed by the terms of this Agreement and by law.

- b. District Data will not be stored outside the United States without prior written consent from the District.

- c. Vendor will provide access to District Data, including anonymized, only to its employees and subcontractors who need to access the data to fulfill Vendor obligations under this Agreement. Vendor will ensure that employees and subcontractors who perform work under this Agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Agreement. If Vendor will have access to “education records” for the District’s students as defined under the Family Educational Rights and Privacy Act (FERPA), the Vendor acknowledges that for the purposes of this Agreement it will be designated as a “school official” with “legitimate educational interests” in the District Education records, as those terms have been defined under FERPA and its implementing regulations, and the Vendor agrees to abide by the FERPA limitations and requirements imposed on school officials. Vendor will use the Education records only for the purpose of fulfilling its duties under

this Agreement for District's and its End User's benefit, and will not share such data with or disclose it to any third party except as provided for in this Agreement, required by law, or authorized in writing by the District.

d. Vendor will not use District Data (including metadata) for advertising or marketing purposes unless such use is specifically authorized by this agreement or otherwise authorized in writing by the District.

e. Vendor agrees to assist District in maintaining the privacy of District's Data as may be required by State and Federal law, including but not limited to the Protection of Pupil Rights Amendment (PPRA) and the Children's Online Privacy Protection Act (COPPA). Vendor shall provide District with all information and documentation necessary to comply with COPPA. The District in their regular working relationships with parents, as our school partners will secure the consent required from parents prior to introducing Actively Learn.

f. Vendor is prohibited from Mining District Data for any purposes other than those agreed to by the Parties. Vendor is permitted to use District Data to improve the performance, features, sophistication and effectiveness of our products, software, services or websites, so long as doing so does not involve the use of District Data for marketing purposes or the sharing of District Data with any third parties or as otherwise provided by this Agreement.

5. Data Security

a. Vendor will store and process District Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Vendor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Vendor warrants that all electronic District Data will be encrypted in transmission using SSL (Secure Sockets Layer).

b. Vendor will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing Services under this Agreement.

6. Employee and Subcontractor Qualifications.

Vendor shall ensure that its employees and subcontractors who have potential access to District Data have undergone appropriate background screening, to the District's satisfaction, and possess all needed qualifications to comply with the terms of this agreement including but not limited to all terms relating to data and intellectual property protection.

7. Data Authenticity and Integrity

Vendor will take reasonable measures, including audit trails, to protect District Data against deterioration or degradation of data quality and authenticity.

8. Security Breach

a. Response. Immediately upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of

District Data, Vendor will notify the District, fully investigate the incident, and cooperate fully with the District's investigation of and response to the incident. Except as otherwise required by law, Vendor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the District.

b. **Liability.** In addition to any other remedies available to the District under law or equity, Vendor will reimburse the District in full for all costs incurred by the District in investigation and remediation of any Security Breach caused in whole or in part by Vendor or subcontractors, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed against the District as a result of the Security Breach.

9. Response to Legal Orders, Demands or Requests for Data

a. Except as otherwise expressly prohibited by law, Vendor will:

- immediately notify the District of any subpoenas, warrants, or other legal orders, demands or requests received by Vendor seeking District Data;
- consult with the District regarding its response;
- cooperate with the District's reasonable requests in connection with efforts by the District to intervene and quash or modify the legal order, demand or request; and
- upon the District's request, provide the District with a copy of its response.

b. If the District receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Missouri Open Records Act, Section 610.010 **et seq.** ("requests")) or request seeking District Data maintained by Vendor, the District will promptly provide a copy of the request to Vendor. Vendor will promptly supply the District with copies of records or information required for the District to respond, and will cooperate with the District's reasonable requests in connection with its response.

10. Data Transfer Upon Termination or Expiration

a. Upon termination or expiration of this Agreement, Vendor will ensure that all District Data are securely returned or destroyed as directed by the District. Transfer to the District or a third party designated by the District shall occur within a reasonable period of time, and without significant interruption in service. Vendor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the District or its transferee, and to the extent technologically feasible, that the District will have reasonable access to District Data during the transition. In the event that the District requests destruction of its data, Vendor agrees to Securely Destroy all

data in its possession and in the possession of any subcontractors or agents to which the Vendor might have transferred District data. The Vendor agrees to provide documentation of data destruction to the District.

b. Vendor will notify the District as soon as reasonably practicable of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the District access to Vendor's facilities to remove and destroy District-owned assets and data. Vendor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the District. Vendor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the District. Vendor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the District, all such work to be coordinated and performed in advance of the formal, final transition date.

11. Survival

The Vendor's obligations under Section [10] shall survive termination of this agreement until all District Data has been returned or Securely Destroyed.

12. Governing Law

This Agreement shall be governed and construed in accordance with the laws of Missouri, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Circuit Court of Jackson County, Missouri, or in the United States District Court for the Western District of Missouri.

Exhibit A: Instructional Benefits of Actively Learn

Activate, support, and reveal student thinking to help students read for deeper learning

To activate thinking, teachers:

- Use higher-order short answer and multiple-choice questions that chunk the text and help them stop and think before proceeding.
- Encourage strategic student annotation.
- Facilitate discussion with in-text collaboration.
- Model close reading that students can access whenever they read.

To support student thinking, teachers:

- Improve accessibility with text to speech, foreign language translation, and readability features (dyslexia-friendly font, background colors, etc.).
- Build background knowledge using text sets.
- Scaffold rigorous texts using annotations and media adjacent to the text; and differentiate the scaffolding based on students' needs.
- Build vocabulary by understanding what words students look up when reading.

To reveal thinking, teachers:

- Promote writing extensively via short answer responses, annotations, discussions, and reactions to texts.
- Use formative assessment.
- Provide real-time feedback with grading and comments that show up adjacent to students' work, with notifications to alert them to review the feedback and respond.
- Cultivate metacognition by having students categorize their annotations, flag difficult parts of the texts, compare their answers to peers', look up vocabulary they don't understand, and revise their work.

Elevate student voice and choice in a real world, social independent reading and research experience

Independent reading focuses on joy and learning, not quizzing and leveling

- Students choose texts that match their interests from a library with over 2,500 nonfiction texts from rich online sources like the New York Times, National Geographic, Wonderopolis, and more. New articles are added every week.
- Students rate and review the texts they read and recommend titles to their peers who instantly see those texts on their virtual bookshelves.
- Discussions enhance the experience by allowing students to share their thoughts on a text with each other. [coming soon]
- A reading log automatically tracks all the reading: title, genre, ratings, time spent, etc.
- Teachers can add online articles to the library they think students will enjoy.

Students collect and organize their research and bring it directly into their writing

- Students import the articles, PDFs and Google Docs they are researching.
- Texts can be easily annotated, even using specific themes.
- Students can work together by sharing their research and co-annotating texts.
- The annotations from the research can be seamlessly inserted in Google Docs (via an add-on) when students write longer essays and reports.

Enable teachers to provide differentiated instruction and get a 360 degree understanding of their students reading

Teachers are empowered to provide high quality, differentiated instruction

- Beyond using pre-created questions (depth of knowledge Levels 2-4: skills & concepts, strategic thinking, extended thinking), teachers can embed their own questions directly into a text at the moment they want students to think.
- Teachers scaffold by embedding helpful notes and videos to fill gaps in knowledge or model good reading practices.
- Teachers can target struggling students with additional scaffolding in class assignments.
- Small groups can receive different assignments, great for a rotational model.
- Co-authoring assignments with other teachers allows teachers to spread the work and get insights from their colleagues.
- Teachers can easily share assignments with their peers.

Data provides insight into learning and activity, not just assessment results

- Teachers can see how students attack an assignment at a detailed level: time spent reading, frequency of annotating, words defined, notes written, words written.
- Teachers develop a qualitative understanding of what students comprehend by seeing their annotations and responses to questions that address specific portions of a text.
- Skill-based proficiency reports demonstrate to teachers which skills and content areas need work in their classroom.
- Vocabulary reports show what words students look up, and how often.

A student profile provides a robust overview of work across classes

- Skill development and proficiency are measured over time.
- Activity reports show the amount and type of work students do while reading.
- Writing reports demonstrate how writing while reading is evolving over time.
- For independent reading, titles read, genres, amount of time, and reactions are tracked.
- For research, titles researched, sources of titles, notes taken are tracked.
- The influence of content area, text complexity, and vocabulary on a student's reading proficiency is made apparent.

Exhibit B: Content Benefits and Savings from Actively Learn

Support literacy in every subject with rich instruction for core and supplemental texts in ELA, Social Studies, Science and Current Events

Core content and instruction includes

- English/Language Arts offers classic novels, short stories, drama, poetry, and nonfiction.
- Social Studies courses include textbooks and primary source documents for U.S. History, Government, Ancient World History, and Western Civilization.
- Science courses include textbooks for Earth Science, Life Science, Physical Science, Biology, Chemistry, and Physics.
- Copyrighted books can be purchased at rental prices, \$1-3 per book per student, from publishers like HarperCollins and Simon & Schuster.
- Core content comes with embedded formative assessment with higher-order questions along with annotations that model close reading and scaffold student gaps.

Supplemental content and instruction includes

- Current events and articles from Newsweek, LA Times, Chicago Tribune, etc.
- A series of articles and texts (knowledge sets) that grow knowledge in a particular topic, such as the presidential transition, privacy in the age of Alexa, etc.
- Supplemental content comes with embedded formative assessment with higher-order questions along with annotations that model close reading and scaffold student gaps.

Best tools to bring your own content

- Teachers and administrators can upload their own PDFs and Google Docs.
- Any internet article can be easily imported, with no distracting advertising or comments.

Private library to make the school's or district's content easily accessible to every teacher

- All of the content and assignments used by teachers get stored in a library. It keeps growing over time and does not get "lost" when teachers leave.
- Administrators, curriculum leaders, and department heads can also add content and curate this private library to meet their specific needs.

Save money in the transition from paper to digital

As more and more content is available for free digitally, schools have an opportunity to reduce a lot of their paper costs. However, it can still be a challenge to make this digital content easily accessible to students. Actively Learn makes it extremely simple – teachers can assign a book in a few clicks and all students have easy access to it. This simplicity makes the move to digital easier than ever before and you can save a lot of money in the process:

#1: Don't buy classic books (Savings: \$4-5 per book per student)

Many classic texts used in schools are in the public domain, which means they are no longer copyrighted and anyone can access them for free. However, it can still be challenging to find

ones that are high quality. We've curated hundreds of them and in a large majority of cases edited their formatting to ensure a great experience for students.

Sample of Classic Books ([see the full list here](#))

Title	Author
The Adventures of Huckleberry Finn	Mark Twain
The Adventures Of Tom Sawyer	Mark Twain
Anthem	Ayn Rand
Around the World in 80 Days	Jules Verne
The Awakening	Kate Chopin
The Call of the Wild	Jack London
A Doll's House	Henrik Ibsen
Frankenstein	Mary Shelley
The Gift of the Magi	O. Henry
The Glass Menagerie	Tennessee Williams
Great Expectations	Charles Dickens
Hamlet	William Shakespeare
Little Women	Louisa May Alcott

Title	Author
Macbeth	William Shakespeare
The Metamorphosis	Franz Kafka
The Monkey's Paw	W. W. Jacobs
The Most Dangerous Game	Richard Connell
Narrative of the Life of Frederick Douglass	Frederick Douglass
The Necklace	Guy de Maupassant
The Picture of Dorian Gray	Oscar Wilde
Pride and Prejudice	Jane Austen
Romeo and Juliet	William Shakespeare
The Scarlet Letter	Nathaniel Hawthorne
A Tale of Two Cities	Charles Dickens
Uncle Tom's Cabin	Harriet Beecher Stowe
Wuthering Heights	Emily Bronte

#2: Use OER textbooks instead of buying expensive paper ones (Savings: \$15 per textbook per student on an annual basis)

Textbooks are expensive, and often half of the content never gets used. We've curated high quality free textbooks from sources like CK-12, Boundless, and OpenStax and made them available by units and sections so teachers can choose exactly what they want to use.

Subjects with Free Textbooks

Sciences
Life
Physical
Earth
Biology
Chemistry
Physics

Social Studies
U.S. History
Ancient World History
European History
Government
Modern World History

#3: Rent digital books instead of buying paper copies

Renting digital books in Actively Learn is really simple, and many books are priced at \$0.99 per copy. Not only can renting books be cheaper than buying paper copies over the long run, but it also saves costs related to collection, storage, distribution, and inspection. Also, students can virtually "write" all over their digital copies, instead of having to preserve the paper copy for the next student who comes along.

#4: Use less paper and ink (Savings: \$5 per 15 articles per student)

Teachers are constantly bringing material they like in front of their students – PDFs, internet articles, documents. Normally teachers have to print or Xerox all this material for all of their classes. Now they can just bring in a completely clean copy into Actively Learn (no ads, headers, comment threads, etc) and students can read it instantly with color images throughout.

Exhibit C: Professional Learning to Improve Literacy Pedagogy

The Actively Learn platform uses a 3-pronged approach to improve literacy – activate thinking, support thinking, and reveal thinking. Each strategy is supported by four practices:

Strategy	Practices
Activate Thinking	Modeling close reading Questioning Annotation Discussion
Support Thinking	Building background knowledge Scaffolding Building vocabulary Improving accessibility
Reveal Thinking	Writing extensively Formative assessment Effective feedback Metacognition

Our professional development provides a holistic approach to help teachers better understand each practice and implement them on our platform.

#1 Educate teachers on the 12 key practices

Just like students, teachers need access to various methods of learning. We provide a highly-rated, self-paced, online [course](#) that provides the background and supporting research to understand why these practices are so effective.

During in-person and webinar PD sessions we will review key practices and embed them into learning how to use Actively Learn.

Actively Learn provides explanatory articles on each practice ([example](#)) on the platform so professional learning groups can digest and reflect on them together or teachers can read them independently.

#2 Teachers can implement the practices using Actively Learn

The Actively Learn platform is designed to support these key practices and integrate them into literacy instruction. Teachers have access to a self-serve [help center](#) with step-by-step instructions and videos. Student data helps them understand how their instruction is changing how students approach texts.

#3 Measure how teachers are using key practices to guide additional PD and coaching

Professional learning puts teachers on the path to deeper pedagogical expertise, but improving skills requires ongoing practice and feedback. With Actively Learn, administrators and coaches access rich qualitative and quantitative data to assess how key practices are being implemented.

- **Questioning:** What is the level of depth of questions teachers ask?
- **Annotation:** How much annotating are students doing?
- **Modeling and scaffolding:** How are teachers using annotations to support students with knowledge and skill gaps?
- **Writing extensively:** How much are students writing while reading?
- **Feedback:** How targeted and regular is feedback?
- **Metacognition:** How are students categorizing annotations as they read? How often are they recognizing they don't understand a portion of the text?

#4 Teachers demonstrate proficiency by earning micro-credentials

Overview of micro-credentials

Actively Learn has partnered with Digital Promise (an independent non-profit with a mission to accelerate innovation in education to improve opportunities to learn) to offer micro-credentials ([example](#)) in the practices laid out above. Several states and districts [are providing formal PD credit](#) for earning micro-credentials on the Digital Promise platform.

Each micro-credential is vetted by Digital Promise to ensure that it:

- Focuses on a single competency
- Has a key method that is backed by research
- Requires the submission of evidence
- Includes a rubric or scoring guide

Earning a Micro-credential

Once educators select a micro-credential they wish to earn, they develop the required evidence and submit it through the online platform. Each micro-credential requires evidence such as:

- A project or lesson plan, including evaluation guides or scoring rubrics
- Student work samples
- Text, audio, or video of a classroom interaction
- Text, audio, or video of a teacher reflecting on the challenges and lessons while teaching
- Text, audio, or video of a student reflecting on their learning
- Classroom observation results

A certified expert will review the evidence using the rubric and scoring guide in the micro-credential and provide feedback. If the educator has successfully demonstrated their competence, they will be awarded the micro-credential in the form of a digital badge. This badge can be shared with administrators or colleagues. Should the educators' evidence not demonstrate competence, the educator will receive feedback and be invited to try again.

Exhibit D: Sample Professional Development Session

Sample Outline (sessions are usually 60-90 minutes):

Introduction to Actively Learn

- What does reading for deeper learning mean? (group discussion)
- Research and pedagogical frameworks behind reading for depth; overview of 3 strategies and 12 practices

Teachers Work as Students

- Teachers vote on the text they want to read as a class, pertaining to pedagogy strategy.
- Teachers read and do the assignment, experiencing what makes Actively Learn unique
- Teacher work is graded by Actively Learn
- Actively Learn leads class discussion of the text given teacher work
- Teachers explore the independent reading library and research space

Practice Using Actively Learn

- Actively Learn leads demo of teacher features
- Actively Learn shares best practices for choosing effective texts, adding instruction, grading, and collaboration
- Teachers explore and set up an assignment on their individual computers 1:1 help as needed

Exhibit E: Features in Actively Learn Plans

Free	Personal	Team	School
<ul style="list-style-type: none"> ◆ Thousands of free books, textbooks, current events, short stories, and poems ◆ Thousands of copyright texts for rent as low as 50 cents per student ◆ Limit of 3 internet articles, Google Docs, or PDFs per month ◆ Embed questions, notes, and media directly into an assignment ◆ Google Classroom integration 	<p>Everything in Free &:</p> <ul style="list-style-type: none"> ◆ Unlimited internet article, Google Docs, and PDF imports ◆ Assignment data with each student's reading time, text progress, vocabulary lookups, and more ◆ Class data reports showing student engagement, effort and proficiency along standards ◆ Daily student activity report emailed to your inbox ◆ Export gradebook to CSV ◆ Print assignments and student reports 	<p>Everything in Personal &:</p> <ul style="list-style-type: none"> ◆ Personalized scaffolding based on student need (beta) ◆ Collaboration via sharing and co-authoring assignments ◆ Differentiation with small group and individual assignments ◆ Differentiation for whole class assignments by using extra help notes for students you identify ◆ Individual student reports showing proficiency, effort, writing growth, reading log, and vocabulary ◆ Research tools for students to import their own content and annotate ◆ Google Doc add-on for students to use reading and research work in their long-form writing ◆ Co-teaching ◆ Online PD (live webinars) ◆ Priority Support 	<p>Everything in Team &:</p> <ul style="list-style-type: none"> ◆ Private library where teacher assignments are shared and stored, forever ◆ Independent reading library for students with over 3,000 curated, high-interest nonfiction articles ◆ Administrator accounts to get a bird's eye view on instruction quality and student performance ◆ Standards customization ◆ Content support to import your current e-texts ◆ On-site and online PD and customized implementation ◆ Dedicated customer success manager ◆ OPTIONAL ADD-ON: Over 18,000 copyright texts (from HarperCollins, Simon & Schuster, etc) included for \$20 per student

*Features are subject to change.

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Actively Learn Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
240 Second Avenue South #223

6 City, state, and ZIP code
Seattle, WA, 98104

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

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or

Employer identification number

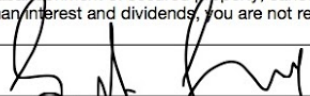
4	5	-	5	0	6	7	0	9	3
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶  Date ▶ **12/6/2016**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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christine@activelylearn.com
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05/31/2018
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Viewed by Brian Huff (brian.huff@raytownschools.org)
IP: 198.209.42.9



SIGNED

05/31/2018
14:12:35 UTC

Signed by Brian Huff (brian.huff@raytownschools.org)
IP: 198.209.42.9



COMPLETED

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The document has been completed.