

## **AGREEMENT**

This Agreement, executed this 9<sup>th</sup> day of August 2018, by and between the Rector and Visitors of the University of Virginia, (the "University", "UVA", or "You") and Noodle Partners, Inc. ("Noodle", "NP", "We").

### **TERM**

Term of Agreement: The period of the initial contract term(s) shall be from the award through initial courses implementation then continuing until the online course system is fully functional and operational for use at the University. After the system(s) "go live" the initial contract term will continue for three (3) years. There are two (2) optional, one year renewals.

### **WITNESS**

Under the authority of Virginia Commonwealth University (VCU) Request for Proposal (RFP) #7785811JC for an Online Program Management Term Contract dated October 13, 2017, VCU and the University requested proposals and subsequent negotiation responses from firms to provide those services necessary to provide as outlined in this Agreement (the "Services"). In response to the RFP, VCU awarded Contract #7785811JC by VCU. NP also submitted written correspondence responding directly to negotiations with the University dated January 8, 2018 and January 18, 2018. The parties, having negotiated concerning the Services, wish to express in this Agreement the basis on which NP will provide the Services to the University.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

#### 1. Contents

These documents are hereby incorporated into this Agreement:

- A. The VCU Contract #7785811JC RFP dated October 13, 2017, including its listed Contract Documents;
- B. The RFP Addendum One dated October 25, 2017;
- C. Agreement Attachment 1, Noodle Master Service Attachment, including:
  - Appendix A: Authorized Representative for the MSA
  - Appendix B: General Description of Available Services
  - Appendix C: Support and Maintenance of NP Analytics
  - Appendix D: Fees

- Appendix E1: Program Agreement ("PA") for the Master of Science in Data Science
  - Appendix F: Temporary Revenue Share Option
- D. The "University of Virginia High-Level Specifications & Negotiation Issues Document" dated December 19, 2017;
- E. NP's response to negotiations with the University, consisting of electronic mail dated January 8, 2018 and January 29, 2018 from Scott Levine (Noodle) to Steve Heldreth (University).

To the extent that the terms of the various Agreement documents are in conflict, the terms of this Agreement, the Agreement Attachment 1, the RFP, and RFP Addenda, will prevail over all other Agreement documentation. However, notwithstanding the foregoing, the Parties agree that there are certain highly critical terms that allow Noodle to effectively and efficiently deliver its service to the University, which terms are set forth in its MSA and the attachments thereto, which MSA and attachments to the MSA will take precedence over any conflicting terms, to the extent they exist, in other documents the Parties have executed.

## 2. Specific Provisions

These specific provisions are restated here for clarification:

### **Scope of Services**

NP will provide those services necessary to provide desired end states related to Online Program Management (OPM) at the University (the "Services"). In order to achieve this goal NP may be requested to provide those Services outlined in this section.

The intent of this Scope of Services is to provide a high-level outline statement of needs of desired OPM Services and potential fee-structures. Schools within UVA have expressed interest in a variety of these Services. Different schools may in the future engage NP for different Services using the different fee structures outlined in this Agreement. The fee structure for any given engagement could range from unbundled-fee-for-service to bundled-revenue sharing models.

#### A. Services

Upon request, NP will provide Services which will include, but not be limited to:

OPM Services		
1.	Market Analysis	Provide up to date information on what programs are currently online in the region and domain, provide positioning and recommendations for UVA content development.
2.	Business Planning	Provide detailed information on competitive programs, anticipated enrollment, target tuition rates, and return on investment for given courses, programs, or degrees.
3.	Program Development	Provide expertise to build an online program curriculum and components. Work with domain experts at UVA to define, create, and support academic content. Provide access to resources to coordinate with compliance and regulatory requirements.
4.	Course Development	Provide expertise to build an online course from defining content, creating content in partnership with UVA subject matter experts, and managing online content resources.
5.	Faculty Development	Provide resources to prepare faculty to teach online successfully. Examples of these resources include information or assistance with backwards course design, guidelines for classroom community building, and understanding different pedagogy tools in the LMS.
6.	Learning Management System (LMS)	Ability to integrate with a variety of systems at UVA and/or the option of the OPM hosting an LMS for an online program.
7.	Learning Analytics/ Business Intelligence	Reporting ability to provide dashboards and data on performance for students, faculty and administration.
8.	Systems Integration	Ability to integrate with UVA systems such as Student Information Systems (SIS), LMS systems, or UVA organizations such as alumni, marketing or executive

		education.
9.	Capacity/Ability to Scale	Ability to partner with UVA and develop a core set of online programs or services within a specified time period.
10.	Regulatory Compliance	Provide guidance and support to ensure online content created is compliant with academic standards, accessible, and has appropriate copyright clearance. Experience working with customers for non-credit and for-credit online programs.
11.	Account Management/ Project Management	Point of contact for institutional or school accounts to manage day-to-day relationships and provide data dashboards on performance.
12.	Instructional Design	Resources and guidance for creating an online course. Ability to partner with resources at UVA and work with faculty to successfully design highly engaging, pedagogically effective online courses.
13.	Video Production	Resources and guidance to partner with UVA to successfully produce video content for online courses.
14.	Animation/Graphic Artist	Resources and guidance to partner with UVA to integrate animations, drawings, or other custom artwork within online courses.
15.	Evaluation Design/ Assessment	Resources and guidance to develop formative and summative assessments for online courses.
16.	Quality Assurance	Resources and guidance to provide quality rubrics to assess design and implementation of online courses.
17.	Mobile First/ Responsive Design	Resources, guidance, and/or platform support to design online educational content to administer on mobile or smart devices.
18.	Asset Tagging/ Management	Platform or services to provide metadata tagging and storage of online course content so that content can

		be reused within the institution.
19.	Delivery Support Options	Ability to design online course content for a variety of delivery channels – YouTube marketing, supplemental material for residential courses, fully online programs, etc.
20	Technical Support	Provide technical support to students, staff and faculty with technology tools or platform support.
21.	Student Support Services	Incoming student services such as enrollment advisors. Current student services such as tutoring, writing support, mental health, career services proctoring, plagiarism detection, and retention coaches. Support services for administrative, technical and instructional.
22	Marketing	Ability to build and provide comprehensive marketing services: define marketing strategy, market new online programs to prospective students, build go-to-market strategy, social media strategy, search engine optimization, landing pages, creating digital marketing assets, lead forms, enrollment funnel metrics, cost-per-lead and cost-per-enrollment metrics.
23	Enrollment and Recruitment Services	Capacity to provide services such as enrollment advisors and recruiters to work with incoming students from interest to program completion. These services must be compliant with all state, local and federal rules.

The parties further agree that the Services will be provided in accordance with Attachment 1, Noodle Master Service Attachment.

#### B. Contract Administrator

The individual named below will serve as the Contract Administrator and will be the point of contact at the University for day-to-day operations under this Agreement. The Contract Administrator cannot approve amendments or price changes to this Agreement. NP will channel all communications through:

Archie Holmes  
Vice Provost for Academic Affairs  
Office of the Executive Vice President and Provost  
University of Virginia  
Charlottesville, Virginia 22904  
Phone: (434) 924-7770  
E-mail: ah7sj@virginia.edu

NP will not make any commitments or comments, or actions on behalf of the University without the explicit direction of the Contract Administrator. The University reserves the right to change its Contract Administrator, upon notice to NP.

C. Ordering Procedures

The University does not place verbal orders for the Services. The University may only place orders for the Services by issuing a formal written Purchase Order in advance of NPs provision of the Services. Accordingly, at the University's request, NP will issue a proposal/quotation listing the Services desired by the University and the corresponding fees and/or fee estimates. After any necessary discussions and/or revisions, the University will issue a corresponding Purchase Order and if appropriate, written Amendment to this Agreement for a specified fee amount. This specified fee amount cannot be exceeded by NP unless a new formal written Purchase Order, Purchase Order revision or Agreement Amendment is issued by the University authorizing a specific additional fee amount. Under no circumstances does the University authorize NP to provide the Services before receipt of a formal written Purchase Order corresponding to its proposal/quotation. If NP provides Services prior to receipt of a formal written Purchase Order, or incurs costs in excess of authorized purchase order fee amounts, it does so at its own risk.

D. Terms and Conditions

This Agreement is subject to:

- NP registering and maintaining its registration as a vendor with the University of Virginia.  
<https://www.procurement.virginia.edu/pagevendorregistrationform>
- NP's enrollment and maintaining its enrollment in one of the University's approved methods for receipt of electronic payments. Accordingly, NP agrees to accept Bank of America's ("BoA") ePayables® method of electronic payment or BoA's PayMode® method of electronic payment.

- The Selected Firm registration and acceptance of eVA Terms and Conditions and maintaining its eVA registration.

<http://www.eva.virginia.gov/>

- The University's Mandatory Contractual Provisions:

<http://www.procurement.virginia.edu/main/publicpostings/rfp/mandatoryprovisions.pdf>

- The University's Preferred Contractual Provisions:

<http://www.procurement.virginia.edu/main/publicpostings/rfp/pREFERREDprovisions.pdf>

- The University's Procedure for Resolution of Contractual Claims:

<http://www.procurement.virginia.edu/main/publicpostings/rfp/resolution.pdf>

## ACCEPTANCE

**For the Rector and Visitors**

**of the University of Virginia**



Patrick D. Hogan

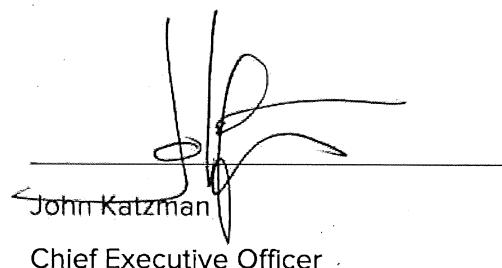
Executive Vice President and

Chief Operating Officer

8/9/18

Date

**For Noodle Partners, Inc.**

  
John Katzman  
Chief Executive Officer

8/3/18

Date

PO #2019719

**Attachment 1**

**Noodle Master Service Attachment**

MASTER SERVICE Attachment ("MSA") between Noodle Partners, Inc., a Delaware corporation whose address is 860 Broadway, New York, NY 10003 ("Noodle", "NP", "We"), and The Rector and Visitors of the University of Virginia; (the "University", "UVA", or "You").

WHEREAS, NP and UVA have agreed that NP will create, supervise and manage sophisticated and high quality online academic programs designated by UVA, and set forth in the Appendices of this MSA;

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein set forth, the sufficiency of which are acknowledged, NP and UVA (each a "Party," collectively "Parties") hereby agree as follows:

1. **Definitions**

Capitalized terms shall have the respective meanings ascribed to such terms herein or as set forth below:

"Academic Year" means the academic year as published in UVA's academic calendar.

"Academic Term" means the semester or summer session, usually four (4) months in length, during which the Programs are taught and delivered.

"Analytics" as used in this MSA and in any separate Program Agreements, is a NP owned process for pulling data from various systems to create easy to read data that will allow UVA to improve decision-making in marketing, recruitment, academics, and support.

"Subcontractor(s)" are service providers that are sourced by NP to provide part of the Service as set forth and defined in Appendix B. Each Subcontractor will enter into a subcontract agreement with NP and will be managed and directly supervised by NP (each, a "Subcontract").

"Strategic Subcontractor" means a Subcontractor whose fees are projected to exceed \$75,000 per year and are pre-approved by UVA.

"Critical Subcontractors(s)" means a Subcontractor or Strategic Subcontractor that performs a part of the NP Service (as defined in Appendix B) that is integral to the success of the Programs in the following areas: a microsite, data integration, internal recruitment services, and placement services (where applicable).

“Program(s)” means the academic courses comprising a degree program designed by UVA.

“Program Agreement” or “PA” means the Program set forth in Appendix E1 and any additional Appendices executed in the future by the Parties.

“Program Manager” means NP’s management of each Program.

“Service(s)” means the specific products and services, combined with the support and maintenance thereof, that NP provides to UVA, as set forth in Appendix B and further specified or modified in each Program Agreement.

## **2. Description of the Service**

NP shall, for each Program listed in Appendix E1 and in any additional Appendices executed in the future by the Parties provide products and services to build and administer the Programs and will use commercially reasonable efforts to accomplish the goals as set forth in Appendix B. Further, it shall support and maintain its work as set forth in Appendix C.

## **3. Program Governance Group**

- a. **Composition and Decision Making:** In order to help ensure success, and prior to the execution of the first Program Agreement, the Parties shall establish a Program governance group (the “Program Governance Group”) responsible for oversight, planning and strategy-setting with respect to all Programs under this Agreement, comprised of appropriate representatives of each Party, including each Party’s Authorized Representative(s). UVA’s representatives to the Program Governance Group shall initially include the Vice Provost for Academic Affairs, Director of Online Learning and the Authorized Representative from Programs determined by the University. Each Party may substitute its representatives in its sole discretion as long as it advises the other Party. The Program Governance Group shall meet on a quarterly basis or more frequently as necessary to carry out its responsibilities.
- b. **Program Initiation Responsibilities:** With respect to each Program, prior to the execution of the applicable Program Agreement, the Program Governance Group or a subcommittee appointed by the Program Governance Group a program-level subcommittee shall establish a set of protocols (the “Program Protocols”) setting forth:
  - i. a mutually agreed upon budget for all Program costs, fees and expenses, including any work performed by Subcontractors (the “Program Budget”);
  - ii. a Program development protocol that clearly outlines the responsibilities of each Party and any Subcontractors to be hired with respect to the development, implementation and administration of the Program;

- iii. a set of specifications that clearly outlines the content, functionality, standards of operation and service level expectations that will apply to the Program;
- iv. a Program development timeline that includes deadlines for the achievement of key milestones, a scheduled delivery date and launch date (the "Program Timeline"); and
- v. a schedule for regular Program progress reports from the program-level subcommittee to update the Program Governance Group and UVA on the achievement of milestones, the allocation of the Program Budget, the performance of Subcontractors, and any anticipated issues or decisions to be made with respect to the Program Protocols.

Each set of Program Protocols shall be attached as an Exhibit to the applicable Program Agreement and incorporated by reference therein.

- c. **Ongoing Responsibilities:** The Program Governance Group or a subcommittee appointed by the Program Governance Group shall provide a forum for the planning, discussion, coordination, and review of all Program activities, including specifically (i) reviewing Subcontractors and determining and approving those Subcontractors that are Strategic Subcontractors, (ii) resolving any issues concerning Subcontractors who fail to perform the Service in accordance with Program Protocols or whose performance is otherwise unsatisfactory to UVA, including by directing NP to replace such Subcontractors, (iii) reviewing, monitoring and anticipating any issues with respect to each Program's alignment with the applicable Program Protocols, (iv) coordinating on and approving scheduled maintenance of each Program, and (v) establishing and supervising an authorized marketing representative.

#### 4. Fees

UVA will pay NP fees as set forth and defined in Appendix D and in the Program Agreements (PAs).

#### 5. Term and Termination

- a. **Term.** The term of this MSA (the "Master Term") is effective as of August \_\_\_, 2018 (the "Effective Date") and shall continue until the expiration date of the program term of the last to expire of the PAs attached hereto, including those that may be executed after the Effective Date, unless this MSA, including all of the attached PA's, is earlier terminated.
- b. **MSA Termination for Cause:** Either Party may terminate this MSA or any individual Program Agreement by written notice to the other, if (i) such Party notifies the other Party of a material breach of this MSA or a Program Agreement and (ii) the other

Party fails to cure such material breach within one hundred and twenty (120) days (thirty (30) days in the case of a failure to make a due payment) from receipt of such notice (in each case, "Cause").

c. Effect of Termination

- a. Survival: Any provisions of this MSA that are expressly stated to survive for a period after termination shall survive termination or expiration of this MSA.
- b. Accrued Rights: Termination of this MSA shall not prejudice either Party's rights to any sums due or accrued under this MSA prior to such termination or expiration and shall not prejudice any cause of action or claim accrued or to accrue on account of any breach or default. Upon termination of this MSA for any reason, any and all fees or other monies based on the option(s) UVA selected as set forth in the PAs due to NP prior to the termination or expiration of the MSA shall become immediately due and payable.

6. Assignment

Neither Party may assign this MSA or any rights and obligations hereunder, other than NP to an acquirer of NP or of substantially all of NP's assets, without the prior written consent of the other Party, not to be unreasonably withheld. Any purported assignment in violation of this section will be null and void.

7. Authorized Representative

NP and UVA will each designate a person for this MSA and for each Program Agreement (each, an "Authorized Representative") to whom communication regarding the planning, implementation and provision of the Service will be addressed, and who will have the authority to act on behalf of the Party such Authorized Representative represents, and whose actions may be relied upon by the other Party as set forth in Appendix A to this MSA or in the applicable Program Agreement attached hereto provided that Authorized Representatives cannot approve amendments or price changes to the Agreement, MSA or PAs. Agreement Section 2C, Ordering Procedures, applies. Otherwise, each Authorized Representative shall:

- a. serve as the representative of the Party s/he represents;
- b. attend Program Governance Group meetings, as needed;
- c. obtain and provide the other Party applicable information, data, decisions and approvals as required by NP to perform the Service and by UVA to perform its obligations hereunder, within a reasonable time frame after receiving such a request;
- d. resolve issues regarding the Service and, if necessary, refer issues to individuals at the Party it represents who have the authority required to resolve said issues; and

- e. inform the other Party of any changes in leadership or of stakeholders related to the MSA and exert reasonable efforts to aid as necessary during a transition in leadership.

8. Subcontractors

NP may subcontract some of the Service to Subcontractors. In cases where, in NP's discretion, there are no readily available and suitable Subcontractors for a part of the Service, NP may subcontract such part of the Service to itself. In the event it is necessary for NP to subcontract a Service to itself, it will perform the Service as a Strategic Subcontractor, it will charge UVA fair market value Subcontractor Fees, and it will provide UVA full disclosure that it is doing so.

9. Announcements

Noodle may informally announce in non-public business settings that it has a relationship with UVA.

10. Advertising

Noodle may refer to the existence of a relationship with UVA in its advertising or product literature, but must obtain prior approval from UVA to use UVA trademarks, logos, and branding.

#### **Appendix A: Authorized Representative for the MSA**

Noodle Partners

Name	Keri Hoyt
Title	President
Work Email	KHoyt@Noodle.com
Work Phone	646.289.7812
Mailing Address	860 Broadway, 6th Floor , New York, NY 10003

University of Virginia

Name	Archie Holmes
Title	Vice Provost for Academic Affairs
Work Email	ahsj@virginia.edu
Work Phone	434.924.7770
Mailing Address	Office of the Executive Vice President and Provost Charlottesville, VA 22904

## **Appendix B: General Description of Available Services**

Each Program Agreement will have attached to it a set of Program Protocols established by the Program Governance Group complete with a budget, timeline, and a chart outlining the responsibilities of each Party and any Subcontractor that will be hired to provide that Program's Services. Subject to the terms and conditions hereof, NP will supervise the performance of the Services for the Program and make suggestions regarding best practices, as specifically set forth in the Program Protocols attached to the relevant Program Agreement.

### **1. Program Services Advisor**

For each Program, NP will act as a "Program Services Advisor," in connection with which NP will (a) oversee all subcontracted Services to ensure the Services are performed in accordance with the terms of this Agreement and the high standards which UVA and NP strive to meet, and (b) advise UVA using its in-depth experience and strategic knowledge to assist UVA in creating a state-of-the-art program, including by informing on best practices and making recommendations on how to improve elements of the Program, and providing the Analytics Dashboard.

### **2. Catalog of Services**

The Parties expect that each Program will have unique needs. The following items describe service areas relevant to online degree programs; UVA can choose, in its sole discretion, to offer these services internally, or to have NP hire and manage Subcontractors to provide these services:

- a. **Marketing.** NP and its Subcontractors can support a Program in conducting market research, and formulating and executing against a marketing strategy to attract students into the Program. Marketing services may include, but are not limited to, market research, branding, search engine optimization, microsites, strategic partnerships, public relations and communications.
- b. **Recruitment.** NP can work with UVA to train the relevant Subcontractor on the Program and ensure that the Program is receiving complete applications for review as outlined in the admissions' requirements for the Program and in accordance with UVA's state authorization to provide distance education. Specifics can be located here: <http://www.virginia.edu/sacs/stateauthorization.html>.
- c. **Instructional Design & Media Production.** NP and its Subcontractors can support a Program's instructional design efforts by working with the Program's instructional designers, faculty, and staff to create and periodically update any curricular and co-curricular materials or activities for the Program. NP and the relevant Subcontractors, at the request of UVA, can provide advice on best practices for online learning and how to design curricular and co-curricular components for the Program.

- d. Events and Student Groups. NP and its Subcontractors can support a Program in developing a plan for integrating students into both small and large-scale campus events (e.g., lectures, panel discussions, graduation activities), and for identifying pathways for connecting existing student groups in the Program and/or creating new opportunities for student groups in the Program.
- e. Immersions. NP and its Subcontractors can assist faculty and staff in developing immersion experiences, and meet the curricular and co-curricular goals of the Program. NP can also support faculty and staff through hiring and managing Subcontractors to help with the planning and implementation of the immersion programs. This can include, but is not limited to, managing immersion student attendance and communications, arranging accommodations, and coordinating meals and social outings.
- f. Student Advising Support. NP and its Subcontractors can provide student advising support. Student advising support can include, but is not limited to: answering questions about program requirements; registration processes; the academic calendar; add/drop deadlines, processes and procedures for registering a disability; and how to access wellness services.
- g. Student Success Support. NP and its Subcontractors can provide student success support. Student success support can include, but is not limited to: providing students access to advisors and/or creating content and programming that addresses: planning for success and goal setting; troubleshooting potential obstacles for success; time management; and support through personal challenges (including referrals to UVA resources). NP and its Subcontractors can also provide the Program with patterns of at-risk behavior identified through interactions with students and/or through retention data from the Analytics Dashboard.
- h. Student Academic Support. NP and its Subcontractors can provide student academic support. Student academic support can include, but is not limited to, developing instructional videos and/or other resources (e.g., a tutoring platform), as well as synchronous tutoring and writing support to assist in students' academic success.
- i. Practicum Placement. NP and its Subcontractors can assist the Program with the placement of students into a practicum, where they will achieve the practical experience they need to complete their degree.
- j. Career Services. NP and its Subcontractors can support a Program in the development of career services resources and programming for students in the Program. This may include, but is not limited to, creating videos and/or other resources, and working with Program staff to translate in-person programming to an online environment.
- k. Learning Stack/Tools. NP and its Subcontractors can integrate with UVA's existing systems to build an integrated learning stack, including the Learning Management

System, synchronous video, plagiarism review, online proctoring, video management services, and other required tools, subject to UVA's approval.

- I. **Technology Integration.** NP and its Subcontractors can work with UVA to ensure the integration of Subcontractors' technologies and services with UVA's technologies and services. The goal is to deliver a cohesive and successful Program. Marketing, recruiting, and the delivery of the Program will run on this platform, side by side with the normal UVA technology stack. It is the intent of the Parties that this stack, which NP will improve on an ongoing basis, will act as a sandbox for new technologies that may be useful to the UVA campus overall.
- m. **Technical Support.** NP can support faculty, staff, and students through hiring and managing Subcontractors to provide technical support. Technical support can include, but is not limited to: LMS functional support; video-conferencing support (e.g., Zoom); username assistance; video and/or audio troubleshooting; and general tech questions relevant to the online learning environment.
- n. **Analytics Dashboard.** NP will provide UVA access to information in the form of reports that benchmark data including, but not limited to: marketing performance; website analytics; student academic engagement and performance; and student co-curricular engagement related to the Program. The reports will display data for all services for which NP has access to the relevant systems. Benchmarks will be established in consultation with the Program for courses and user engagement. Data shown on the reports will be updated daily. NP will employ what it considers to be generally accepted "best practices" in the collection and use of UVA's data, but in all cases will comply with UVA's data governance policies, including its Data Classification Table.

### **3. Obligations of UVA**

- a. **Admissions.** Admissions decisions are within the sole purview of UVA based on criteria established by UVA and consistent with any University, State, or accreditation regulations. Pertinent admissions information, as defined by UVA, will be shared with NP for the purposes of providing Services. Details on admission evaluations practices will remain internal at UVA, and will not be used by NP for the purposes of providing the Services.
- b. **Financial Aid.** UVA will be solely responsible for the administration of all financial aid programs; NP shall not be involved in any manner in the award or disbursement of financial assistance or perform any work related to any of UVA's responsibilities related to financial aid. Any information and communication related to financial aid must come from UVA.
- c. **Delivery of Degree.** UVA is responsible for student education and evaluation, including course content, assignments, exams, grading and grading policy, probation standards, and the awarding and recording of credits and degrees, credentials and/or certificates,

and the discipline and/or dismissal of students. Any information used by NP for the Services must be approved and comply with University standards and policies.

- d. Accrediting Agency Application Submission. UVA will be responsible for securing any accreditations, registrations and state and international authorization and licensure approvals with respect to the Programs as may be necessary to operate in any jurisdiction or to otherwise accomplish the activities set forth in this Agreement.
- e. Faculty hiring and management. UVA will hire and manage all faculty working with the Program.
- f. Student Academic Support. UVA will provide academic support to all students in the Program, with support from NP, if included in the applicable Program Protocols.
- g. Job Placement. UVA will provide career services to all students in the Program, with support from NP, if included in the applicable Program Protocols.
- h. Administrative Access. To the extent required for NP to provide Services hereunder, UVA will provide NP and Subcontractors administrative access to its existing Student Information System (SIS), Customer Relationship Management System (CRM), Learning Management System (LMS), Identity Management Provider/System (IDP), the marketing website, and any other of UVA's systems required to create and manage the Programs and to inform the Analytics Dashboard. In connection with such access, UVA may require NP and Subcontractors to agree to additional systems access terms.
- i. Relevant Program Information. UVA will coordinate with NP to provide NP relevant information pertaining to classroom-based and online students' admissions, performance and post-graduation outcomes, as well as relevant student, faculty and staff information (subject to the requirements of the FERPA and other relevant laws and regulations, both international and domestic), solely to be used by NP in connection with providing the Services.

#### 4. Subcontractors

- a. Use of Subcontractors. NP will source, vet and, create agreements with Subcontractors to provide services that conform to NP's best practices.
- b. Subcontractor Approval and Review. In the event that it rejects a Strategic Subcontractor, UVA agrees to, at NP's option, allow NP a commensurate amount of additional time to meet Program milestones (e.g., Program launch) to allow NP time to contract with another mutually acceptable Strategic Subcontractor. UVA will either accept or reject a Strategic Subcontractor presented by NP as soon as practicable, and will use best efforts to do so within ten (10) business days. If UVA fails to make a decision on whether to approve or reject a Strategic Subcontractor in a timely manner, UVA acknowledges that NP will not

be held accountable for meeting applicable Program milestones as per the Program Protocols.

- c. Withdrawal of Approval. UVA may withdraw its approval with respect to a specific Subcontractor or Subcontractors at any time with ten (10) days' notice to NP for good reason provided. If UVA needs to withdraw approval of a Subcontractor for reasons relating to legal compliance, UVA shall notify NP and NP will act expeditiously to comply with UVA's request.
- d. NP Direct Services as a Subcontractor. In certain circumstances, NP can provide Services in the areas described in Section 2 above more effectively and/or efficiently than a Subcontractor. In those events, NP will obtain UVA's prior approval for NP to perform those additional Services. Since NP's performing of those Services are outside of NP's advisory and supervisory functions for which it receives University Fees, Program Fees, or Credit Fees (as defined in Appendix D of this Agreement), NP will invoice for those additional Services as the Subcontractor of such Service.
- e. Critical Subcontractors. Certain Subcontractors ("Critical Subcontractors") perform key parts of the Services. NP will use commercially reasonable efforts to ensure that the fees charged by Critical Subcontractors are at market rate for the nature and scope of their Services. UVA agrees to the use of these Critical Subcontractors, and acknowledges that if UVA chooses not to hire any of the Critical Subcontractors NP has selected, NP will not be held accountable for achieving any of the Program's goals that are related to such Critical Subcontractors' area of the Services. Critical Subcontractors include, but is not limited to, Services in the following areas: a microsite, data integration, internal recruitment services, and placement services (where applicable).

## **Appendix C: Support and Maintenance of NP Analytics**

### **1. Scheduled Maintenance:**

NP and its Subcontractors, may, from time to time, provide to UVA updates, enhancements, modifications, improvements in and to their Services, during the Master Term. NP and its Subcontractors will use commercially reasonable efforts to notify UVA in advance of any disruptions.

### **2. NP Analytics Availability:**

- a. NP will use commercially reasonable efforts to make its Analytics generally available twenty-four (24) hours a day, seven (7) days a week, except for:
  - i. Scheduled maintenance or planned downtime (which NP shall schedule during off-peak hours to the extent reasonably practicable); or
  - ii. Downtime caused by circumstances beyond NP's reasonable control including, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, war, acts of terrorism, strikes or other material labor problems, computer or telecommunications failures or delays involving hardware or software not within NP's possession or reasonable control, and network intrusions or denial of service attacks. NP will use commercially reasonable efforts to keep data and other information stored by UVA in NP's database secure; provided, however, that NP shall not be responsible for any data loss or theft due to the failure of any security measure.
- b. NP Analytics will not be deemed to be unavailable for:
  - i. any outage that results from any maintenance performed by NP of which UVA is notified three (3) days in advance; during NP's scheduled maintenance windows; or as a result of UVA 's request outside of scheduled maintenance;
  - ii. any outage of the Service due to UVA 's information content or application programming or software, acts or omissions of UVA or its agents, failures of equipment, software, technology or facilities provided by UVA or any third Party, or network unavailability outside of the NP network;
  - iii. delays or failures due to circumstances beyond NP's reasonable control that could not be avoided by its exercise of reasonable care;
  - iv. suspension or termination by NP, as permitted in this MSA, of UVA 's right to access the Service.

### 3. NP Analytics Customer Support

- a. Customer Support: Customer support is provided Monday through Friday, 9AM to 9PM Eastern Time, excluding national holidays.
- b. Tier 1 Customer Support: NP will provide Tier 1 support to administrators to the Response Times below. Tier 1 or "front line" support is responsible for addressing basic, repetitive issues like forgotten passwords, and other straightforward and simple problems. The goal for this tier is to handle 70%-80% of the user problems before finding it necessary to escalate the issue to Tier 2.
- c. Tier 2 Customer Support: NP will provide Tier 2 support to UVA or UVA's Tier 1 Subcontractor for all issues escalated by Tier 1 support according to the Response Times below. Tier 2 support is responsible for addressing more complex issues requiring engineering or deeper system knowledge and expertise.
- d. Response Times: NP guarantees a Response Time to UVA according to the priority and severity of the reported issue:

Priority	Severe	Medium	Minor
High	15 minutes	1 hour	1 hour
Medium	1 hour	4 hours	1 business day
Low	1 business day	1 business day	1 business day

#### Priority Definitions

- o High: Critical functions are unavailable or affected
- o Medium: Important functions are unavailable, but business can continue
- o Low: Minor functions are unavailable; business can continue

#### Severity Definitions

- o Severe: All or a large number of users are affected

- o Medium: Limited number of users are affected
- o Minor: One or Few users are affected

Response times are measured from the moment the issue is reported to NP to the moment that NP responds to the initial request ("Response Times").

- e. Resolution Times: NP is unable to guarantee resolution times, as they will vary. NP agrees in good faith to resolve issues as swiftly as possible and communicate regularly with UVA until issues are resolved.

## **Appendix D: Fees**

1. NP Service Fees The fees indicated in this Appendix D are NP's standard Service fees and shall apply during which time a PA is in effect for a particular Program, unless modified in a PA for a particular Program:
  - a. \$12,000/month Service fee for UVA ("University Fee").
  - b. \$6,000/month for each Program as outlined in the PAs ("Program Fee").
  - c. A fee for all credit hours taken by all students accessing any Program or portion of the Program during an Academic Year ("Credit Fees") as per below:

Program Credit Fee Chart	
<i>(Based on total UVA enrollment across all Programs)</i>	
Credit Tier	Fee per Credit
For the first 10,000 credits	@ \$68
Then, for the next 10,000 credits	@ \$52
Then, for the next 10,000 credits	@ \$36
Then, for the next 10,000 credits	@ \$20
Then, for all credits thereafter	@ \$4

By way of clarification, if the cumulative total of all credits taken by all students accessing any Program during such Academic Year ("Total Credits") equals 9,500, the fee per credit will be equal to \$68 per credit or \$646,000. If the Total Credits is 26,000, the fee will be 10,000 times \$68 per credit (\$680,000) plus 10,000 times \$52 per credit (\$520,000) plus 6,000 times \$36 per credit (\$216,000) for a total of \$1,416,000.

Each of the University Fee and Program Fees (collectively, "Fixed Fees") and Credit Fees (together with Fixed Fees, "NP Fees") will increase by 2.5% on each annual anniversary of the Effective Date hereof during the Master Term of this MSA.

**2. Setup and Customization Fees**

None.

**3. Subcontractor Fees**

- a. Each Subcontractor, including NP when acting as a Subcontractor, will charge such fees and expenses as set forth in its applicable subcontract (together, the "Subcontractor Fees"). Upon UVA's payment of such Subcontractor Fees to NP, NP will remit same to Subcontractor.
- b. These Subcontractor Fees will be prorated for partial months as appropriate.
- c. Any increases in Subcontractor Fees (e.g. anniversary increases) will be in accordance with the terms of the applicable subcontract and agreed to by the Parties in the applicable budget.

**4. Payment Terms**

The components of NP Fees and Subcontractor Fees will be invoiced and due as follows:

- a. Fixed Fees will be invoiced for each Academic Term in advance with the first Fixed Fee invoice being due as of the Effective Date.
- b. Beginning at the Effective Date, NP will invoice Subcontractor Fees for each Academic Term in advance for the Services expected to be rendered during that Academic Term. At the end of each Academic Term, NP will provide a reconciliation and adjustment of Subcontractor Fees, so that any overpayment is credited and any underpayment is charged to UVA on the invoice for the next Academic Term.
- c. Credit Fees invoiced for each Academic Term will be based on the cumulative total of all credit hours taken by all students accessing any Program through such Academic Term within such Academic Year after giving credit for all previous Credit Fees invoiced for such Academic Year. If applicable, any adjustment of Credit Fees for an Academic Term will be made on the Credit Fees invoice for the subsequent Academic Term.
- d. All invoices sent to UVA by NP are due in accordance with NP's registered payment terms with the University.
- e. In the event UVA disputes any portion of an invoice, UVA shall submit to NP the timely full payment of the undisputed portion of the invoice, along with written documentation detailing the disputed amount. Dispute documentation must be received by NP within thirty (30) days of the payment due date.

## **Appendix E1: Program Agreement (“PA”) for the Master of Science in Data Science**

### **1. Authorized Representative**

Name	Catherine Anderson
Title	Associate Director of Executive and Continuing Education
Work Email	cla3bw@virginia.edu
Work Phone	703.536.1127
Mailing Address	University of Virginia P.O. Box 400249 Charlottesville, VA 22904

### **2. Program Management:**

NP will act as Program Manager for the Masters of Science in Data Science program (the “Data Science Program”).

### **3. Term and Termination**

- a. **Program Term:** The term of this PA shall commence on August 9, 2018 (the “Effective Date”), and shall continue thereafter for a period of three years; provided, that if UVA elects the Temporary Revenue Share option described in Appendix F, the term will be extended until three years after the Conversion (as defined in Appendix F) is reached (the “Data Science Program Term”).
- b. **Automatic Renewal:** The Data Science Program Term shall renew upon mutual agreement of the Parties under the same or similar terms and conditions. The Parties will begin discussions in good faith of the size, scope, and terms of each renewal no less than eighteen (18) months prior to the then-current expiration of the Data Science Program Term.
- c. **Fees:** NP Fees are as noted in Appendix D of this MSA.

4. Payment Terms

At UVA's discretion, it may choose either "NP Fee" option or "Temporary Revenue Share" option by checking and initialing its selection below:

NP Fee option: All payment terms are outlined in Appendix D of this MSA

Temporary Revenue Share option: All payment terms are outlined in Appendix F of this MSA.

5. Launch Date.

The Service described above will be implemented for a January 2019 cohort of students for the Program (the "Data Science Program Launch Date").

6. Incorporation into Agreement.

The Parties to this Appendix agree that this PA is subject to all of the terms of the MSA including all attached Appendices.

Agreed to as of this 9<sup>th</sup> day of August, 2018

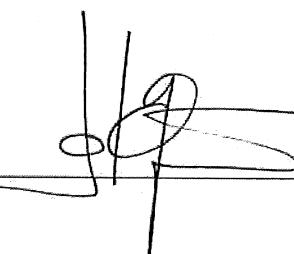
The Rector and Visitors of  
the University of Virginia

By: 

Name: Patrick D. Hogan

Title: Executive Vice President and  
Chief Operating Officer

Noodle Partners, Inc.

By: 

Name: John Katzman

Title: Chief Executive Officer

PO #2019719

## **Appendix F: Temporary Revenue Share Option**

UVA may select a “Temporary Revenue Share” option for any PA by making the election in the applicable Appendix E-x, in which case UVA and NP shall be bound by the provisions of this Appendix F.

### **1. Temporary Revenue Share:**

If the Temporary Revenue Share option is elected by UVA with regard to a Program (each a “Temporary Revenue Share Program” or a “TRS Program” whether before or after Conversion), then Payment Terms applicable to NP Fees and Subcontractor Fees (together the “Collective Fees”) set forth in Appendix D shall be modified for all Programs for which UVA has elected the Temporary Revenue Share , as follows:

- a. **Program Revenues.** “Program Revenues” are all tuition received by UVA from UVA students that are enrolled in such Program or portion of the Program, net of refunds actually granted by UVA and costs of collection. Program Revenues do not include technology or other fees charged to UVA students.
- b. **Distribution of Tuition Revenue.** NP shall receive 60% of Program Revenues (together the “Temporary Revenue Share”) and UVA shall retain 40% of Program Revenues until Conversion (defined in this section below).
- c. **Collective Fees.** The Collective Fees for a TRS Program shall accrue as provided in Section 4 to Appendix D. However, until Conversion (defined in this section below), UVA shall not be required to remit the Collective Fees due under that Section for that TRS Program; instead, until Conversion UVA shall pay to NP the Temporary Revenue Share.
- d. **Payments.** The Temporary Revenue Share will be paid by UVA to NP within fifteen (15) days after each Academic Term’s add/drop date (or whatever date students are expected to remit tuition by), accounting for Program Revenues received by UVA through such add/drop date (or tuition payment date). With each payment, UVA shall provide a schedule showing the calculation of the Temporary Revenue Share from each TRS Program in a form reasonably acceptable to NP and UVA.
- e. **Account.** If the Temporary Revenue Share from a TRS Program is projected to be less than the Collective Fees for that TRS Program for an Academic Term; then NP will draw money from its financing sources at no extra cost to UVA; this draw will increase the outstanding balance in a ledger it maintains for that TRS Program (the “Account”). The outstanding balance in the Account will accrue financing charges and fees as per Section 1(g) below.
- f. **Conversion.** If the Temporary Revenue Share for a TRS Program is more than the Collective Fees for that Program for an Academic Term, NP will use the surplus to repay, in whole or in part, the balance of the Account. When the balance of the Account is zero (“Payoff”), then UVA may thereafter pay the NP Fees and Subcontractor Fees as per Section 4 of Appendix D

in lieu of the Temporary Revenue Share for that TRS Program (the "Conversion").

- g. Financing Charges and Fees. The balance in the Account will accrue interest at (XX%) per annum above the 12-month US Dollar LIBOR rate set by the ICE Benchmark Administration ("Financing Charges"). The Financing Charges rate shall not increase by more than (X%) in any given year and shall not exceed (XX%) per annum. The Financing Charges shall be calculated and added to the Account's running balance as of the last day of each calendar month, i.e., Financing Charges will be compounded monthly to the extent not paid by the Temporary Revenue Share. In addition, a late fee of one-and-a-half percent (1.5%) will be imposed on the 15<sup>th</sup> day of each month (if applicable, the "Imposition Date") on the amount of all Temporary Revenue Share that shall have been due on or prior to the 15<sup>th</sup> day of the prior month and shall not have been received by NP on or before the Imposition Date.
- h. NP's Pledge to Lender. NP expects to obtain financing for the Account from a third-party lender, and, in such case, will pledge its Temporary Revenue Share to the lender to secure NP's obligation to repay the lender amounts funded by the lender to finance the development of such TRS Programs. In such case, if such lender requests, UVA shall pay Temporary Revenue Share directly to the lender, and UVA shall in no case be liable to NP for UVA's complying with a request for such direct payment. UVA shall not be required to be a party to such financing arrangements or to provide any collateral for, or credit-enhancement of, such financing arrangements.

## 2. NP Supervision:

For a TRS Program, until the Conversion of such TRS Program (in which event such TRS Program will revert to the Program management terms under the Appendix B for a non-TRS Program), NP will supervise budgeting and the management of the Program as set forth in this Section 2; provided, however, UVA will always retain control, in its sole discretion, of the Program's academic substantive content and core academic functions, and use of UVA's brand, and any other matters that UVA is required to supervise under applicable laws, regulations, and accreditation requirements.

- a. Budget and Program Management. For each TRS Program for each Academic Term of UVA from the Effective Date of this MSA, and then for each Academic Term thereafter, NP will prepare a budget (the "Budget"), which will include plans for the management of the Program, including but not limited to the activities and services described in Appendices B. NP will present the Budget inclusive of such plans, to UVA for its review, comment and input. NP will use good faith efforts to incorporate UVA's requests and advice, but NP itself will determine the Budget, inclusive of such plans, for such Academic Term.
- b. Master Services Plans Superseded. The provisions of this Section supersede provisions for budgets and plans under the rest of the MSA. Further, if, apart from this Section, any budget and/or plan is prepared that is in effect when NP adopts a Budget under this Section, the

earlier budget and/or plan will be superseded by the Budget adopted under this Section.

3. Termination of TRS Programs and NP Services:

- a. Minimum Term of Services Following Conversion or Restructure After Conversion or Restructure (defined below) of a TRS Program, UVA may terminate the PA on that TRS Program effective any time at least three (3) years after that Conversion or Restructure with at least one hundred and twenty (120) days notice of such termination.
- b. Restructure UVA may, with at least one hundred and twenty (120) days notice, amend its payment selection under Section 4 of Appendix E (a "Restructure"). In such event, all provisions of this Appendix terminate except for Section 3(a) and Sections 4 and 5, and UVA shall pay NP 1.05 times the balance outstanding on the Account as calculated through the date of the Restructure.
- c. Exhaustion If Payoff on a TRS Program is not achieved within six (6) years of its Effective Date, then either NP or UVA may terminate such TRS Program with at least one hundred and twenty (120) days notice. In such event, UVA shall pay to NP the lesser of (i) the outstanding balance of that Program's Account on the effective date of the termination indicated in such notice and (ii) the amount arrived at from the Exhaustion Calculation (defined below) done as of the same effective date of termination. The "Exhaustion Calculation" is the amount arrived at as follows: (i) 55% of the total of the Program Revenues received by UVA from all Programs offered pursuant to the MSA from the Effective Date through the date of the calculation minus (ii) the sum of all Collective Fees and Financing Charges paid by UVA for all Programs offered pursuant to the MSA from the Effective Date through the date of the calculation. If after the UVA payment to NP referred to above is credited to the Account there still remains an Account balance, the Exhaustion Calculation shall be made annually and UVA shall remit any additional amount as a result of the calculation to NP until the Account balance reaches Payoff.
- d. For Cause If UVA terminates the PA of a TRS Program for a reason permitted by this MSA for Cause, and such Cause directly results in the closure of such TRS Program, then UVA is not required to pay the outstanding balance of the Account or any other amounts to NP or its financing sources for such TRS Program. If NP terminates the PA of a TRS Program for a reason directly permitted by this MSA for Cause, and such Cause directly results in the closure of such TRS Program, then UVA is responsible for paying the outstanding balance of the Account and any other amounts due NP or its financing sources for such TRS Program

4. UVA Obligations:

Since NP is making a significant financial investment in the TRS Program during the period prior to Conversion, NP shall supervise all aspects of the TRS Program as per Section 2 of this Appendix F. UVA shall at UVA's expense:

- a. Tuition Charge the same tuition per credit for TRS Program students as imposed upon UVA ground-based students in the same academic program.
- b. Marketing & Promotion Promote the TRS Program in a manner comparable to its promotion of its ground-based programs, and confer with NP in the development of enrollment marketing strategies.
- c. Admissions & Financial Aid Maintain the same standards for admissions and financial aid as for its ground-based programs; and not change those standards between the Effective Date and the Conversion or Restructure without agreement from NP.
  - i. Use best commercial efforts to make an admissions decision within five (5) business days of receipt of each applicant's completed application to a TRS Program.
  - ii. Provide student financial support services / aid similar to those services and aid for students enrolled in UVA's ground-based programs, and use commercially reasonable efforts to provide such services at a level similar to that of competitive online programs.
- d. Student Services / Support Ensure the availability and participation of its faculty and staff, and provide supportive academic counseling in Program requirements, add/drop rules, probations, and similar matters.

Use commercially reasonable efforts to ensure faculty availability, experience, quality and student:faculty ratio comparable to competitive programs.

Make available to TRS Program students career counseling resources similar to what UVA provides to its ground-based students.

5. Accounting.

UVA agrees to maintain, until twelve (12) months after Conversion or Restructure of all TRS Programs, such books and records for each TRS Program as are required to substantiate the calculation of the Program Revenues received in connection with the Program. NP shall have the right to examine such books and records. Such examination shall be held upon reasonable notice to UVA at UVA's offices during normal business hours. Such examination shall be made at NP's sole cost and expense, unless such examination reveals that any payment made by UVA hereunder was for an amount more than 5% less than such payment should have been, in which case UVA shall reimburse NP for the reasonable costs of such examination. If such examination discloses that any amount shall not have been paid or shall have been paid in an incorrect amount, then NP and UVA shall promptly take appropriate steps to correct all such errors in payment.



# University of Virginia High-Level Specifications & Negotiation Issues Document

December 19, 2017

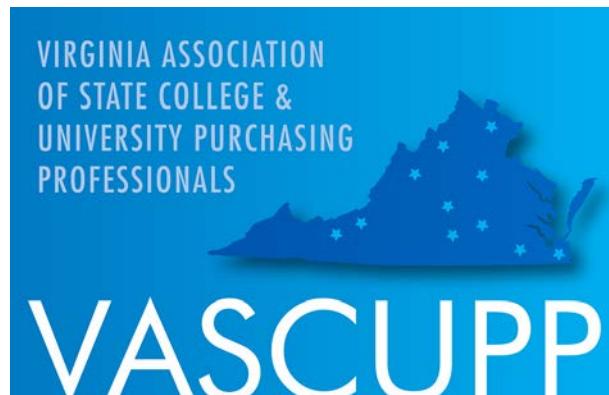
*pursuant to*

Virginia Commonwealth University  
Request for Proposals

RFP #: RFP #7785811JC

RFP Title: Online Degree Program Management  
Term Contract

Date: October 13, 2017



A VASCUPP™ Member Institution

## A. GENERAL INFORMATION

**Request for Proposal (RFP) Name:** Online Degree Program Management Term Contract

**RFP Number:** VCU #7785811JC

**Issue Date:** October 13, 2013

**Brief Description:** Under the authority of VCU RFP #7785811JC, the University of Virginia (“University” or “UVA”) seeks one or more experienced firms to provide those services necessary to provide desired end states related to Online Program Management (OPM) at the University.

**Negotiation Response Due Date:** January 8, 2018 at 3:00 PM EST

Firms must submit an electronic negotiation response that will be received by the University by this deadline. The electronic negotiation response must be submitted via electronic mail to [heldreth@virginia.edu](mailto:heldreth@virginia.edu). All electronic negotiation documents should be formatted as Microsoft Word documents to the extent feasible.

Any trade secrets or proprietary information submitted with a negotiation response for which the firm seeks protection from public disclosure must be clearly identified by the specific page and section number in the negotiation response and accompanied by a suitable justification requesting non-disclosure.

**Negotiations:** The firm’s response to this document will constitute negotiations with the University under the RFP. Further negotiations as needed are tentatively scheduled for January 23 -25, 2018. Firms are advised to keep their calendars as flexible as possible during these days week in order to accommodate potential further negotiations with the University.

**Expected Award Date:** February 2018 (Tentative)

**Term of Agreement:** The period of the initial contract term(s) shall be from the award through initial courses implementation then continuing until the online course system is fully functional and operational for use at the University. After the system(s) “go live” the initial contract term may continue for three (3) years. There are two (2) optional, one year renewals. The University will consider a longer initial term with additional renewal terms for more favorable contract terms including price.

### REFER ALL QUESTIONS TO THE ISSUING OFFICE:

UNIVERSITY OF VIRGINIA  
Department of Procurement and Supplier Diversity Services  
1001 North Emmet St, Carruthers Hall  
P.O. Box 400202  
Charlottesville, VA 22904-4202  
Attention: Steve Heldreth  
Phone: 434-924-4217  
Fax: 434-982-2690  
Email: [heldreth@virginia.edu](mailto:heldreth@virginia.edu)

During the negotiation process, all communication must be directed to the buyer listed above, with the exception of issues directly related to SWAM business and SWAM subcontracting opportunities. Such SWAM issues may be alternately directed to Les Haughton, Director Supplier Diversity, at (434) 924-7174 or [SWAM@virginia.edu](mailto:SWAM@virginia.edu). Any failure to adhere to this requirement may result in the rejection of the firm’s negotiation response.

For ease of reference, each firm or individual receiving this document is referred to as a “firm” and the firm or individual selected to provide services for the University is referred to as the “Selected Firm.” This document states the instructions for submitting negotiation responses and the procedure and criteria by which a firm may be selected by the University.

Virginia Commonwealth University (VCU) is the lead institution for issuance and coordination of the Online Degree Program Management Term Contract Request for Proposals (RFP #7785811JC) to which your firm submitted a proposal.

Consistent with Section I of RFP #7785811JC and as coordinated between VCU and the University of Virginia (UVA), UVA intends to engage firms’ that submitted proposals in response to RFP #7785811JC and make UVA-specific award(s) which may be different (and/or separate) from the award(s) made by VCU. UVA intends to separately schedule negotiations and/or oral presentations with those responding firms that UVA independently determines best meet its individual institutional needs.

Accordingly, UVA has provided in this document high level specifications related to its specific institutional online program needs. We ask that your firm provide a negotiation response as to how it would meet the UVA specifications listed herein. UVA will subsequently engage those finalist firm(s) that it determines best meets its needs in more detailed negotiations as further described below.

#### **Formation of the Agreement with the Selected Firm**

All proposals and initial UVA negotiation responses received will first be carefully evaluated by the University, and then the University intends to conduct further negotiations with two or more firms. After negotiations have been conducted, if the University chooses to make award, the University will select the firm(s) which, in its opinion, best meets the needs of the University. The University intends to execute a mutually satisfactory written agreement which will reflect and largely incorporate the VCU RFP and this document as reconciled with any other relevant negotiation correspondence.

Note that the University reserves the right to begin negotiations by combining the best aspects of submitted proposals and negotiation responses from all responding firms as the basis for subsequent formation of any resulting University Agreement. Additionally note that the University reserves the right to award to one or more firms.

**Firms should also note that, as described above, certain matters will automatically be deemed part of their negotiation response.**

## **A. BACKGROUND**

When Thomas Jefferson founded the University in 1819, he intended it to be nothing less than a world-class institution of higher learning. Jefferson's spirit lives on – not only in the Rotunda and Academical Village he designed, and which remain treasures of American architecture, but in the University's standing as a leader in education, research, and community service.

The over 24,000 students attending the University work within a true meritocracy and live by an Honor Code unique among American universities. Each student is exposed to the widest spectrum of disciplines – from arts and athletics to humanities and technology. Our students also enjoy a unique connection to the world beyond college through the University's outstanding professional training, exemplified by its nationally ranked schools of Law, Business, and Medicine. The University as a whole has had a consistently high ranking not only among public schools, where it often heads the list, but among all American universities, public and private.

Over 12,400 permanent University faculty and staff are committed to serving both the local and national community. The University makes a real difference in the world, through its invaluable research, a hospital ranked among the nation's finest, and graduates who have consistently been among the forefront of our nation's shapers. At the University, our bright future is the direct result of our great history.

The University started with online courses in the late 1990's. Currently there are over 50 online courses, 20 online certificate programs and five online degree programs both in undergraduate and graduate studies. These programs are provided through our Curry School of Education, School for Engineering and Applied Sciences (SEAS), School of Continuing and Professional Studies (SCPS), School of Medicine, McIntire School of Commerce, and Darden Graduate School of Business. The University is currently in development for three additional online degree programs. Beyond online courses for credit, the University has over 30 massive open online courses (MOOCs) provided on the Coursera, FutureLearn, NovoEd and Udacity platforms. These MOOCs have been an opportunity to increase global outreach and extend University scholarship. Through the RFP and the University-specific negotiation query represented by this document, the University is interested in exploring ways to improve the student and faculty experience and producing research in the areas listed above. Accordingly, the University seeks experienced firm(s) to provide online program management services for the University in a spirit of collaboration and partnership.

## **B. SCOPE OF SERVICES**

It is the University's intent to enter into an Agreement with the Selected Firm to provide those services necessary to provide desired end states related to Online Program Management (OPM) at the University (the "Services"). In order to achieve this goal the Selected Firm may be requested to provide those Services outlined in this section.

The intent of this Scope of Services is to provide a high-level outline statement of needs of desired OPM Services and potential fee-structures. Schools within UVA have expressed interest in a variety of these Services. Different schools may in the future engage with different Selected Firms for different Services using different fee structures. The fee structure for any given engagement could range from unbundled-fee-for-service to bundled-revenue sharing models.

Upon request, the Selected Firm will provide Services which will include, but not be limited to:

OPM Services		
1.	Market Analysis	Provide up to date information on what programs are currently online in the region and domain, provide positioning and recommendations for UVA content development.
2.	Business Planning	Provide detailed information on competitive programs, anticipated enrollment, target tuition rates, and return on investment for given courses, programs, or degrees.
3.	Program Development	Provide expertise to build an online program curriculum and components. Work with domain experts at UVA to define, create, and support academic content. Provide resources to coordinate with compliance and regulatory requirements.
4.	Course Development	Provide expertise to build an online course from defining content, creating content in partnership with UVA subject matter experts, and managing online content resources.
5.	Faculty Development	Provide resources to prepare faculty to teach online successfully. Examples of these resources include information or assistance with backwards course design, guidelines for classroom community building, and understanding different pedagogy tools in the LMS.
6.	Learning Management System (LMS)	Ability to integrate with a variety of systems at UVA and/or the option of the OPM hosting an LMS for an online program.
7.	Learning Analytics/ Business Intelligence	Reporting ability to provide dashboards and data on performance for students, faculty and administration.

8.	Systems Integration	Ability to integrate with UVA systems such as Student Information Systems (SIS), LMS systems, or UVA organizations such alumni, marketing or executive education.
9.	Capacity/Ability to Scale	Ability to partner with UVA and develop core set of online programs or services within specified time period.
10.	Regulatory Compliance	Provide guidance and support to ensure online content created is compliant with academic standards, accessible and has appropriate copyright clearance. Experience working with customers for non-credit and for-credit online programs.
11.	Account Management/Project Management	Point of contact for institutional or school accounts to manage day-to-day relationships and provide data dashboards on performance.
12.	Instructional Design	Resources and guidance for creating an online course. Ability to partner with resources at UVA and work with faculty to successful design highly engaging, pedagogically effective online courses.
13.	Video Production	Resources and guidance to partner with UVA to successfully produce video content for online courses.
14.	Animation/Graphic Artist	Resources and guidance to partner with UVA to integration animations, drawings, or other custom artwork within online courses.
15.	Evaluation Design/Assessment	Resources and guidance to provide develop formative and summative assessments for online courses.
16.	Quality Assurance	Resources and guidance to provide quality rubrics to assess design and implementation of online courses.
17.	Mobile First/Responsive Design	Resources, guidance, and/or platform support to design online educational content to administer on mobile or smart devices.
18.	Asset Tagging/Management	Platform or services to provide meta data tagging and storage of online course content so that content can be reused within the institution.

19.	Delivery Support Options	Ability to design online course content for a variety of delivery channels – YouTube marketing, supplemental material for residential courses, fully online programs, etc.
20.	Technical Support	Provide technical support to students, staff and faculty with technology tools or platform support.
21.	Student Support Services	Incoming student services such as enrollment advisors. Current student services such as tutoring, writing support, mental health, career services proctoring, plagiarism detection, and retention coaches. Support services for administrative, technical and instructional.
22.	Marketing	Ability to build and provide comprehensive marketing services: define marketing strategy, market new online programs to prospective students, build go-to-market strategy, social media strategy, search engine optimization, landing pages, creating digital marketing assets, lead forms, enrollment funnel metrics, cost-per-lead and cost-per-enrollment metrics.
23.	Enrollment and Recruitment Services	Capacity to provide services such as enrollment advisors and recruiters to work with incoming students from interest to program completion. These services must be compliant with all state, local and federal rules.

## C. BASIS OF SELECTION

Responses will be evaluated based upon the overall merits/value of the proposal and University-specific negotiation responses including, but not limited to, price. The University will evaluate proposals and negotiation responses, and if a firm is to be selected, select the firm on the basis of:

1. The firm's qualifications and experience in providing Services outlined in the RFP and University-specific negotiation correspondence;
2. The firm's methodology and approach to providing the specifications listed in the RFP and University-specific negotiation correspondence;
3. The firm's pricing/financial proposal provided in response to the RFP and University-specific negotiation correspondence; and
4. The firm's plan for utilization of Small, Woman-owned and Minority-owned (SWAM) business status. For more information about SWAM and the University's SWAM plan, please see the letter in Attachment 1 and refer to the following site:  
[www.procurement.virginia.edu/main/publicpostings/rfp/SWAMplan.pdf](http://www.procurement.virginia.edu/main/publicpostings/rfp/SWAMplan.pdf)

*Note 1:* A 10% minimum weight will be given to this criterion in evaluating responses.

*Note 2:* Any questions related to SWAM business and SWAM subcontracting opportunities can be directed to Les Haughton, Director Supplier Diversity, at (434) 924-7174 or [lh7sn@virginia.edu](mailto:lh7sn@virginia.edu).

Note that the University reserves the right to award to one or more firms.

## D. CONTENTS OF NEGOTIATION RESPONSE

Negotiation responses will be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the specifications of the RFP and this University-specific document. Emphasis will be on completeness and clarity of content, and will be organized in the order in which the specifications are presented in this document.

Firms will provide the following information:

1. A detailed description of how the firm intends to provide the Services described in this document. Each firm will indicate in its negotiation response how the firm will achieve/comply with each listed specification. In the event that the firm wishes to propose an alternate specification that, in any way, differs from the above specifications, the firm will detail the proposed change(s) and how the proposed change would compare to the listed specification. Negotiation responses will be formatted in such a way to address each of the above specifications in a line-by-line process (in particular including, but not limited to, the OPM Services listed in Section B, Scope of Services).
2. A brief history of the firm and its experience, qualifications and success in providing the type of service requested as it relates to the University's specifications.
3. Describe how the firm differentiates its services and approach to online program management from its competitors.
4. Estimated implementation timelines, workstreams, and sample activity schedules.
5. The firm's proposed price / fee structure and (to the extent feasible) actual pricing for providing the Services to the University.
6. At least three references where the firm has provided services similar to those required by the University. Include the name of the firm / organization, the complete mailing address, and the name of the contact person and telephone number/email.
7. The firm's Small, Woman-owned and Minority-owned (SWAM) business status and/or how the firm intends to utilize SWAM firms in providing the Services.
8. Provide a list of institutions of higher education with which the firm has signed a term contract.

9. Provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list of the VASCUPP Members can be found at <https://vascupp.org>
10. Complete and return the information requested in Attachment 2, Firm Information.

**NOTE:**

**Virginia Freedom of Information Act**

Except as provided, once an award is announced, all responses submitted in response to this RFP and University-specific negotiation correspondence will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its response will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the response title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the response, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the response with the trade secrets and/or proprietary information redacted. *If all of these requirements are not met, then the firm's entire response will be available for public inspection.*

**IMPORTANT: A firm may not request that its entire response be treated as a trade secret or proprietary information, nor may a firm request that its pricing/fees be treated as a trade secret or proprietary information, or otherwise be deemed confidential.**

## **E. TERMS AND CONDITIONS**

This solicitation and any subsequent award is subject to:

- The Selected Firm registering as a vendor with the University of Virginia.  
<https://www.procurement.virginia.edu/pagevendorregistrationform>
- Unless otherwise deemed appropriate by the University, the Selected Firm(s) will enroll in one of the University approved methods for receipt of electronic payments. Accordingly, the Selected Firm agrees to accept Bank of America's ("BoA") ePayables® method of electronic payment or BoA's PayMode® method of electronic payment.
- The Selected Firm registering and accepting eVA Terms and Conditions prior to award.  
<http://www.eva.virginia.gov/>

- The University's Mandatory Contractual Provisions:  
<http://www.procurement.virginia.edu/main/publicpostings/rfp/mandatoryprovisions.pdf>
- The University's Preferred Contractual Provisions:  
<http://www.procurement.virginia.edu/main/publicpostings/rfp/prefereprovisions.pdf>

**Note:** Unless a firm *expressly and specifically states its exception* to any of the Preferred Provisions in its written response, then the response from the firm will automatically be deemed to include those Provisions.

- The University's Procedure for Resolution of Contractual Claims  
<http://www.procurement.virginia.edu/main/publicpostings/rfp/resolution.pdf>

**Attachment 1**

Vice President for Finance's Request for Commitment

Greetings:

The University of Virginia is able to deliver excellent education, research, healthcare, and public service because the high value support from you and all our suppliers of goods and services. Thank you for sharing our commitment to excellence. As a University, we are committed to diversity within our students, our faculty and staff, and our vendors and contractors. An important part of our procurement program involves our commitment to doing business with small, women- and minority-owned (SWaM) businesses. We look to you to help us achieve this objective.

We currently have a substantial volume of activity with small firms; however, we are striving to increase the number of substantial, long-term business relationships with minority-and women-owned businesses. We need your help here.

I have two requests: First, I ask that you actively seek out opportunities to involve small, women-and minority-owned businesses as you deliver services to UVA. Our team in Procurement and Supplier Diversity Services will assist you in identifying qualified diverse business partners. Second, please report your success in this area through our quarterly subcontracting reports – this is critical in quantifying how well we are meeting our goals. The terms and conditions previously provided to your organization outlined this process.

This effort is important to the University. We truly appreciate your efforts to join us in this commitment and partnership towards excellence.

Sincerely,



Melody Bianchetto  
Vice President for Finance

**Attachment 2**  
**Firm Information**

**Full Legal Name** (*Company name as it appears with its Federal Taxpayer Number*):

**Address:**

**Telephone Number:**                   **FAX Number:**

**Web Address:**

**Email Address:**

**DUNS Number:**

**SWAM Information:**

**Is the firm certified with the Commonwealth of Virginia's Department of Small Business & Supplier Diversity (SBSD):**                    Yes    No

<b>Minority-Owned Business:</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Women-Owned Business:</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Small-Owned Business:</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**Is the firm registered as a vendor in the Commonwealth of Virginia's e-procurement system (eVA)?**                    Yes    No  
No

**Point of Contact for this Response:**

Name:

Address:

**Office No.**

**Mobile No.**

**FAX No.**

**Email Address:**

**From:** [Scott Levine](#)  
**To:** [Heldreth, Steven E. \(sh6n\)](#)  
**Subject:** Noodle Partners' RFP response to UVA RFP Pursuant to VCU #7785811JC  
**Date:** Monday, January 08, 2018 8:29:35 AM  
**Attachments:** [Noodle Partners Response to UVA RFP - Pursuant to VCU RFP #7785811JC.docx](#)  
[Noodle Partners Response to UVA RFP - Pursuant to VCU RFP #7785811JC.pdf](#)

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Good Morning:

Attached, please find Noodle Partners' response to the above-referenced Request for Proposals from the University of Virginia. Having been awarded the contract for the Virginia Commonwealth University RFP upon which UVA's call for proposals is based, we are especially excited to have this opportunity to work with UVA. As requested, we are attaching our proposal as a Word document, but also in PDF format in case that is preferable.

Please contact me at 404.217.1322 or [slevine@noodle.com](mailto:slevine@noodle.com) with any questions, including--if selected--dates/times for an on-campus presentation in Charlottesville.

With many thanks,

Scott

Scott H. Levine, PhD  
Senior Vice President of University Relations  
Noodle Partners  
860 Broadway, 6th Floor, New York, NY 10003  
404.217.1322 | [slevine@noodle.com](mailto:slevine@noodle.com) | [noodle-partners.com](http://noodle-partners.com)

Conference Line: 857.216.3411 / PIN 61023 / [uberconference.com/shlevine](http://uberconference.com/shlevine)



Response to RFP  
**The University of Virginia**

Online Degree Program Management

High-Level Specifications & Negotiation Issues Document  
Pursuant to VCU RFP #7785811JC

08 January 2018

Scott H. Levine, PhD  
Senior Vice President of University Relations  
Noodle Partners  
Phone: 404.217.1322  
Email: [slevine@noodle.com](mailto:slevine@noodle.com)



**Noodle Partners** is a new kind of online program manager (OPM) for a new era of high-quality, affordable online degrees. Recently selected by Virginia Commonwealth University, we believe Noodle Partners is the right option to help the University of Virginia build a sustainable online presence of quality, scale, and joy while keeping costs predictable and low. While the University naturally benefits, we're always mindful of the positive impact of controlled costs on your ultimate audience: students.

In this RFP response, we'll discuss the mechanics of our proposal, and also emphasize the theory behind it. We believe technology can help UVA reach more students online, transform your classroom programs, and significantly reduce costs. Noodle Partners was built to do all three:

1. We've amassed a team of in-house experts and best-in-class external providers to build online programs of quality and scale. Our unique business model allows UVA to fund these programs without signing a long-term contract that appropriates most of your tuition.
2. We've proven ourselves and would like to help UVA erase the line between online and on-campus programs. We can help keep costs down by eliminating the need for two marketing, recruiting, instructional design (ID), technology stacks, and support teams and coordinating efforts to give students, faculty, and administrators a consistent and excellent experience.
3. We are working to network our clients, including VCU, in ways that further reduce costs and raise the quality of all programs.

As you check our references, you will find us to be innovative, hardworking, and trustworthy. We don't want to see students spending more for mediocre OPM-supported programs than for better campus-based programs, and are determined to create programs of which UVA can be proud of.

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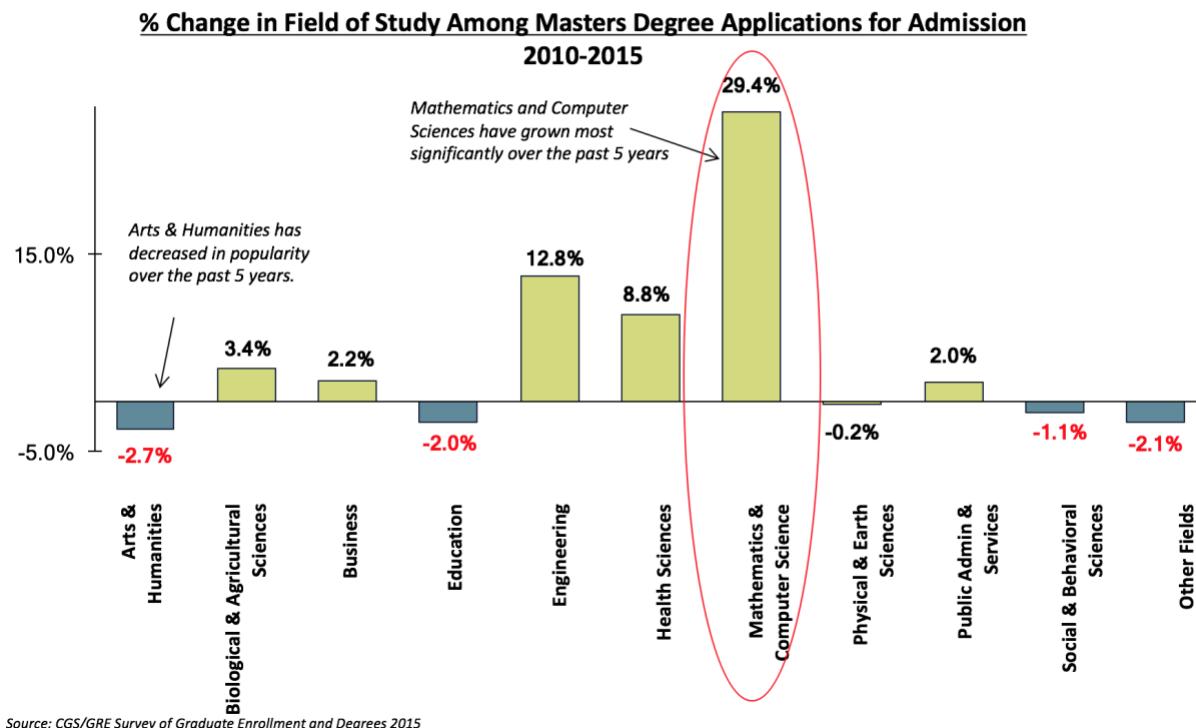
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## 1. Services

### 1.a. Market Analysis

Noodle Partners conducts detailed market analyses, as needed, to provide intelligence that supports taking specific academic programs online. More precisely, we seek data regarding both sides of the supply/demand equation, where supply represents the online competition for a given academic program (e.g., data science) and demand reflects the forecasted demand for workers with specific skills. We use a variety of sources including the U.S. Bureau of Labor Statistics, state/local/regional occupation agencies, and other proprietary sources. In addition to our own in-house researchers, we maintain a full Burning Glass license, which offers the ability to drill down to the most granular levels, and we have a baseline library of evolving trends in academe, such as the following:

Over the past five years, interest among Masters degree applicants has grown in STEM-related areas of study while interest in the arts, humanities, education, and social sciences has declined.



Beyond broad-scale industry trends, Noodle Partners' research reports include an analysis of online competitors' pricing, requirements for graduation and, where available, national rankings. This information will provide UVA with a clear understanding of the competition and, just as important, how Mr. Jefferson's University can capitalize on any market gaps. Our goal is to provide legitimate, quantitative data to inform decisions regarding which online programs to launch and how to position them in the marketplace. An example of a market analysis is shown in the image below.

Virginia Competitive Landscape – FNP Programs						
Institution	Total Cost	Credit Requirements	Prerequisites	Clinical Hours	Non-clinical Instruction Fully Online?	Experience Required?
James Madison University	\$27,587 (in-state) and \$65,729 (out-of-state) tuition	49	<ul style="list-style-type: none"> <li>• BSN or Bachelor's and an unrestricted RN license</li> <li>• Coursework in statistics</li> </ul>	650	No	Some relevant professional clinical experience
Jefferson College of Health Science	\$39,750 tuition	50	<ul style="list-style-type: none"> <li>• BSN or MSN and an unrestricted RN license</li> </ul>	605	Yes	2,000 documented hours of nursing practice within the last three years
Old Dominion University	\$24,800 (in-state) and \$26,900(out-of-state) tuition	50	<ul style="list-style-type: none"> <li>• A BSN or a bachelor's in a related field and a RN license</li> </ul>	Clinical practicum at a physical location	No – some APRN programs require hands-on training in Norfolk, Virginia	One year of clinical nursing experience
Shenandoah University	\$41,280 tuition	48	<ul style="list-style-type: none"> <li>• A BSN or a bachelor's in a related field and a RN license</li> <li>• Bachelor's level nursing courses in physical assessment, introductory statistics, and community nursing</li> </ul>	690	Yes	Minimum of 2,080 hours or one year of relevant RN clinical experience prior to enrolling in the specialty courses (2 <sup>nd</sup> year)

#### *Sample Competitive Analysis*

Research on adult learners, for example, confirms that they value cost, prestige, and time to degree completion when choosing an online graduate program. That information then informs efforts to build and promote programs that address those concerns.

Taking a more comprehensive view of the need for high-quality data, we have partnered with Grunwald Associates to conduct ongoing research syndicated to our partner universities (some that is shared and some specific to each institution on an opt-in basis). This research explores business, education, computer and data science, nursing, social work, public policy, and other areas to gauge the strength of various

messages and the most promising demographic and geographic areas to extend UVA's reach.

### 1.b. Business Planning

Closely aligned with market analysis, Noodle Partners will make recommendations regarding the most effective ways to capture the attention of potential students. We will work with you to guide students to the excellence that befits a world-class institution of higher learning like the University of Virginia. By studying the research data, we can predict the profiles of prospective UVA online students, the size of the potential market, geographic areas to target marketing and recruitment efforts, and how to capitalize on UVA's extraordinary academic reputation to best build a model for meeting—or exceeding—goals. In fact, we're doing just that for VCU.

### 1.c. Program Development

Noodle Partners' provider ecosystem includes some of the country's leading instructional design firms and is led by our in-house chief academic officer, Dr. Melora Sundt. Melora built the most successful online education program in the nation at USC, and she has amassed a team of instructional design experts who drive performance from these providers.

We are committed to launching online courses that meet or exceed the level of quality and academic rigor of UVA's on-campus offerings. We'll help faculty identify and affirm program goals and align courses and assessments with those goals while remaining laser-focused on student outcomes. This process results in a repeatable framework for course and program design that can be deployed for future online programs. Together, we'll ensure that UVA's online programs prepare students to persist in their academic pursuits, graduate on time, and find success upon graduation.

For instance, one of our partner universities was plagued by an arcane jumble of courses that had been added piecemeal over time and no longer made pedagogical sense. Plus, they had wildly inconsistent credit hours ranging from .5 to 4.5. While somewhat tenable in a face-to-face learning environment, that was not the case for online learning because of time and cost constraints. As a result, we partnered with the university's faculty to revise the courses and created a new curriculum that is far more streamlined and will improve the experience for online and on-ground students.

### 1.d. Course Development

Program development is the umbrella under which course development occurs. Noodle Partners believes that putting a program online offers faculty a unique opportunity to reaffirm (or rethink, if necessary) program goals and key outcomes. We help faculty backwards design degree programs to ensure all courses drive towards expected program outcomes. Once faculty are confident with program goals and outcomes, Noodle Partners and the instructional design firm we source will team with lead faculty to design and build courses that delight students.

As we collaborate to create courses, we will always turn to UVA faculty as the subject matter experts (SMEs). The instructional designers, on the other hand, will help faculty identify and implement new ways to parlay their information in a technology-enhanced environment. Beyond helping source content, we'll infuse online courses with interactive exercises, multimedia displays, and new ways of engaging with students that were heretofore impossible to create in a virtual environment. Each course becomes a small learning laboratory that, combined with other courses, leads to an online program defined by excellence. We'll help each faculty member determine the right mix between synchronous and asynchronous learning to offer students maximum flexibility while still building community. Finally, we will work with faculty to create and embed effective outcome assessments throughout the program, providing professors with visibility into student progress and informing continuous program improvement.

### 1.e. Faculty Development

Noodle Partners' core strength, and the source of our greatest satisfaction, comes from working with dedicated educators to extend their subject matter expertise to an online environment. To help create an engaged faculty comfortable with online pedagogy and technology, we will supplement your existing faculty-development initiatives with:

- 1:1 coaching sessions for faculty members preparing for their first live (synchronous) session; debriefing immediately following their first class.
- Group trainings and workshops led by skilled facilitators with extensive experience building curricula and facilitating groups, to help faculty identify and affirm program goals and then align courses and assessments with those goals.
- On-demand, self-paced resources for online teaching (e.g., pedagogical strategies, preparation tips, suggestions for working with small groups, etc.).

- 24/7 access to technical support services and online point-of-need tutorials.

Our approach to working with faculty is rooted in collaboration. We bring instructional designers who, in many cases, have rich teaching backgrounds themselves. Working alongside faculty, these designers draw on their own experiences to offer examples of great online instruction. They communicate with faculty with authenticity and candor, always positioning faculty as the content experts. The goal is to create an atmosphere of trust and respect. We've built a deep bench of high-quality instructional design firms in our ecosystem, each of which we've vetted to ensure each offers:

- Instructional designers and professors to create, improve, and publish online courses that capitalize on existing and as-yet-undetermined content, including online educational resources (OER).
- Editors who work with instructional designers to verify that course content complies with institutional style guides.
- Instructional media specialists to offer media-rich, compelling courses that engage and delight the faculty who teach them and the students who take them.
- Quality review specialists who conduct two types of reviews before an online course launches:
  1. A course structure review that includes an adaptable set of standards derived from accreditation requirements, empirical research in online course design, and instructional design best practices.
  2. A technical inspection to verify that course settings, content, and activities function properly before the course is launched.

### 1.f. Learning Management System

The Learning Management System (LMS) is the backbone of any online course—the spinal column, actually, from which extends all manner of learning. It is, therefore, extremely important to ensuring student (and faculty) engagement and successful outcomes. Because Noodle Partners works with many instructional design providers, we can easily adapt to most LMSs.

In addition, we have extensive experience with Sakai and have contributed and improved the usability and social nature of Sakai—enhancements we will deploy in UVA’s instance of Sakai in its next upgrade.

Should UVA opt to use a different LMS, we can make recommendations and introductions to a variety of options. We can also host the LMS—or a specific instance thereof—for a given online program, if so desired.

Regardless of which LMS we use, Noodle Partners will ensure that it is working toward, not inhibiting, student success by:

- Identifying, addressing, and resolving any issues that may appear around course design and the configuration or infrastructure of the LMS.
- Providing on-demand Tier 1 and Tier 2 tech support.

Perhaps most importantly, our proprietary NoodleBus allows us to mine and analyze UVA’s LMS data in real time to measure the effectiveness of nearly every aspect of the online learning environment. This in turn, enables us to actively monitor and optimize courses regularly, as opposed to a set-it-and-forget-it approach. The following section will provide more detail on our LMS data collection and reporting capabilities.

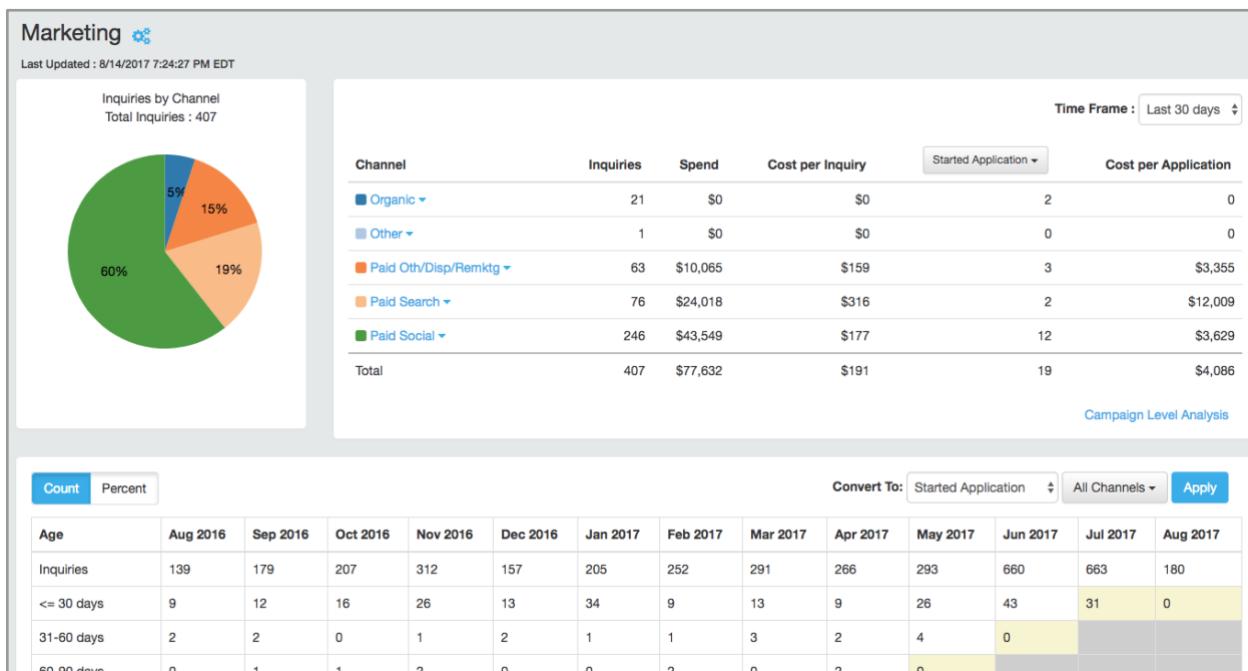
### 1.g. Learning Analytics/Business Intelligence

Systematically gathering, preserving, and analyzing data is a mission-critical element of any modern-day enterprise, and nowhere is this more apt than higher education. Just as Amazon tracks shopping habits to serve up potential products, there is enormous value in tracking performance at each stage of the student lifecycle, from first contact to alumni giving. UVA has millions of data points that, adroitly integrated and analyzed, can pay numerous dividends, including:

- Understanding the most productive lead sources
- Monitoring prospective students’ preferred communications
- Tracking progress through the admissions funnel
- Monitoring academic performance to boost persistence and graduation rates
- Identifying troublesome patterns before they manifest into undesired outcomes

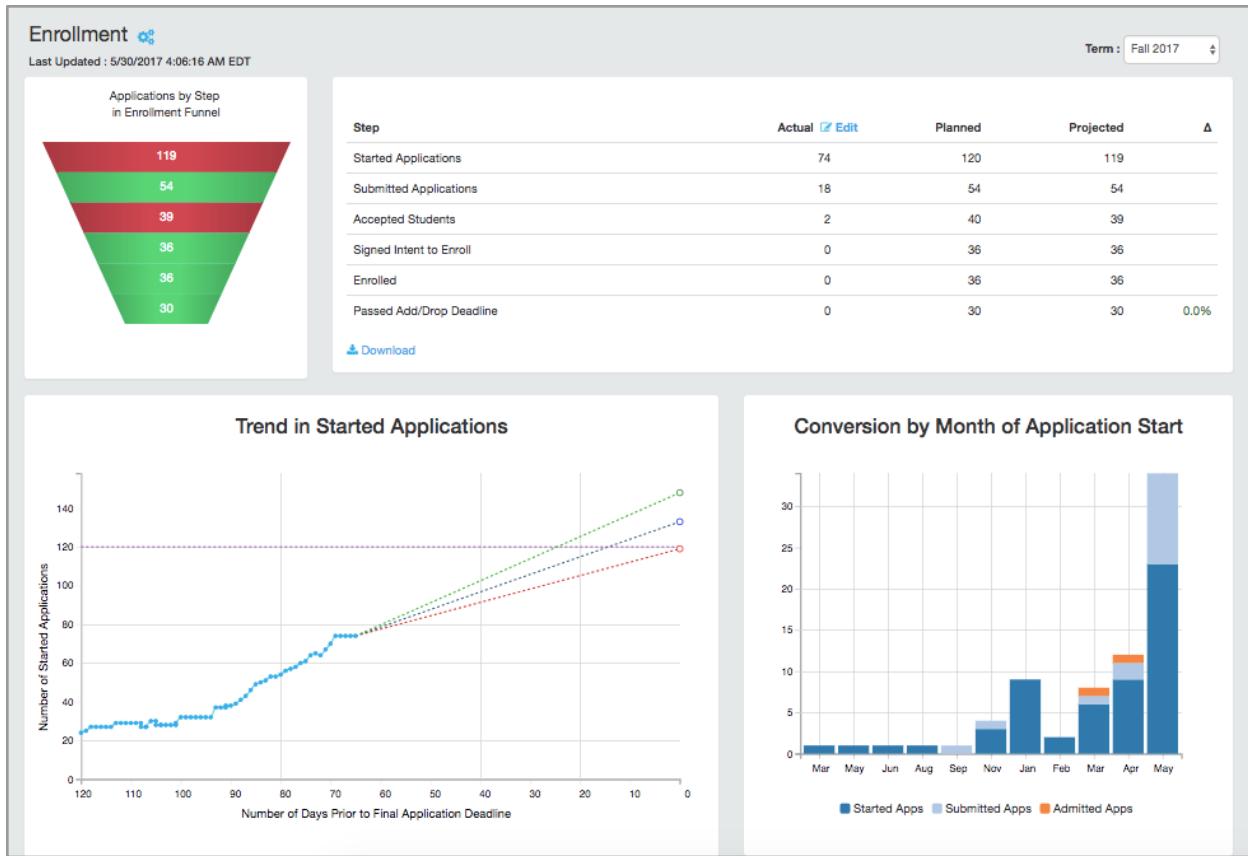
Through the NoodleBus, Noodle Partners tracks these disparate data points to inform decisions about marketing spend, recruitment efforts, student success, and dozens of other concerns (see Section 1h for details about the NoodleBus). We've perfected the art of analytics—something no other OPM firm can say—and we will share the results with UVA administrators via a series of real-time dashboards like the examples below.

In the following example, Noodle Partners provides in-depth data about the efficacy of lead sources, including cumulative costs, cost per inquiry, cost per application, conversion rates, and total lead volume. No other OPM firm will ever share this type of information or this level of detail, but we believe they are your data, not ours, and that UVA should have full insight into how resources are allocated across programs. Armed with this information, we will help UVA make data-driven decisions about how to better spend marketing dollars to produce the best results at the lowest cost.



*Sample Marketing Analytics Dashboard*

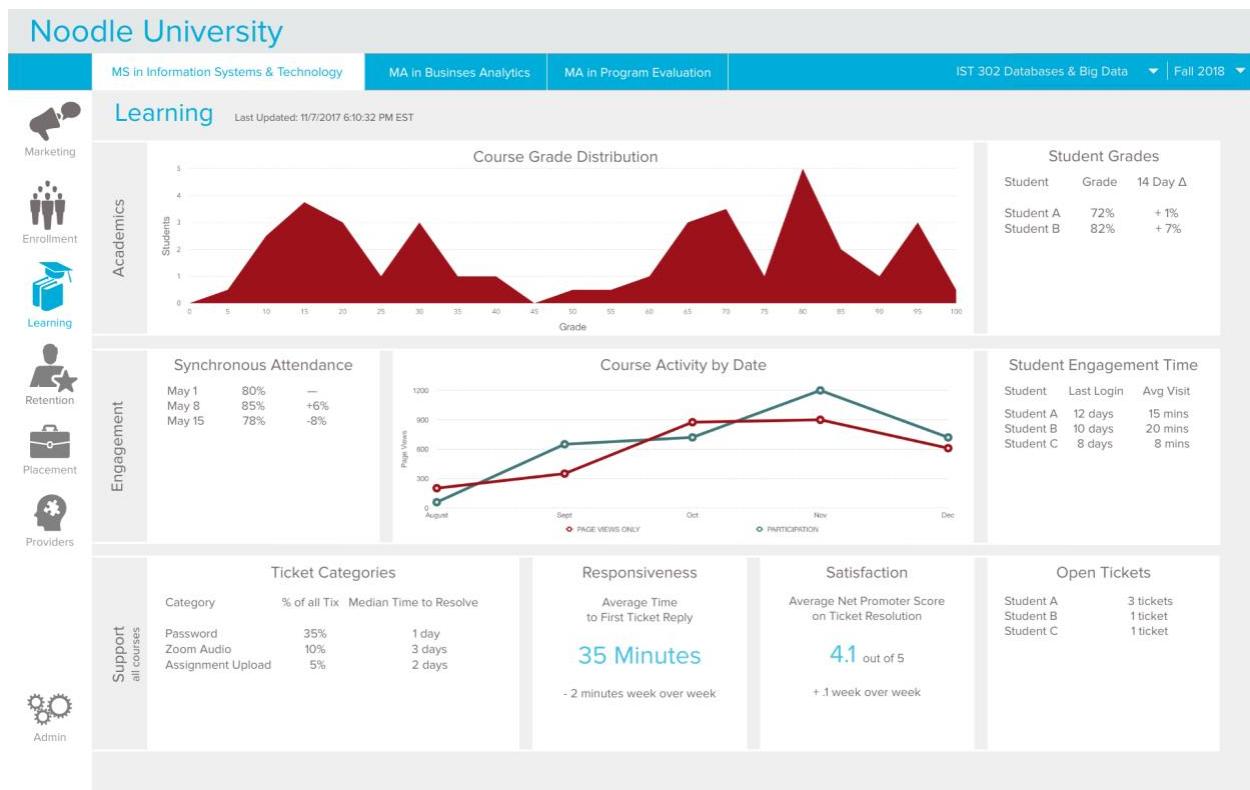
In the enrollment dashboard example that follows, we provide real-time data showing where prospective students are in the funnel, offering a clear picture of what work remains to meet enrollment goals. We also track conversion rates by month. These data can be used to refine and optimize the admissions process and help with planning (for instructors, equipment, materials) for future academic terms.



*Sample Enrollment Analytics Dashboard*

The Noodle Partners Learning Analytics Dashboard example that follows captures student activity in three key areas:

- Academics: using student grades in an absolute and relative way to assess their standing in the program
- Engagement: tracking student participation in the synchronous video sessions, time spent in asynchronous course material, and tracking student comments, shares, and other collaborative activity in the LMS
- Satisfaction: gathering data from more qualitative sources such as student surveys and interactions with the Noodle Support Desk



*Sample Learning Analytics Dashboard*

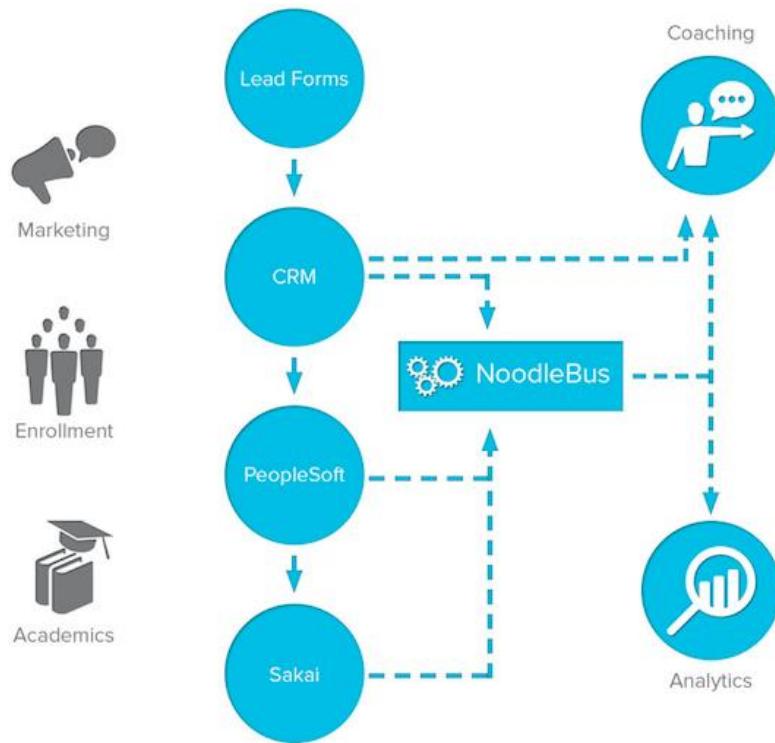
Noodle Partners will build the analytics framework and dashboards to meet UVA's needs and systems. When it comes to our handling of your data, Noodle Partners' number one priority will be safeguarding personally identifiable information to protect the privacy of UVA students and faculty.

### 1.h. Systems Integration

Integrating dozens of technology and tech-enabled service providers artfully into UVA's existing tech infrastructure is no easy task, but we have done so for numerous universities including American and Tulane. And doing so while providing an elegant user experience and a stream of useful data is essential to better understanding student behavior and driving improved performance. Our team and our tech providers have years of experience supporting, optimizing, and integrating a wide-range of technology, marketing, and other services across the student lifecycle.

Working with UVA's in-house tech team, we will seamlessly integrate existing marketing, enrollment, learning, and support systems with our proprietary analytics platform, NoodleBus. We are happy to undertake new integrations on your behalf. The

image below shows the NoodleBus at the center of a complex, yet surprisingly elegant, system for connecting disparate tech.



*Technology Integration Architecture for UVA*

By deploying the NoodleBus as a central data repository, we create a system that allows for constantly updated data analytics like those referenced in the previous section. As a side note, we love the synergy between what we've just described as our system-integration model and website copy for UVA's MS in Data Science:

You can dig deeper than most people, and you enjoy puzzles and pondering the big questions. You relish the challenge of diving into a massive amount of information and surfacing with usable and actionable insights. You have the stamina and clarity of mind to apply knowledge to the real world. And you want to make a difference.

At the risk of overstating things, we are especially attuned to this degree because we are always searching for the very type of highly skilled data-integration experts UVA trains.

### **1.i. Capacity/Ability to Scale**

The ability to scale (that is, grow enrollments to desired levels) reflects the aforementioned relationship between supply and demand. Even if demand for, say, data scientists, is strong—which we know definitively to be the case—there are other mitigating factors that will govern scalability. For instance, if there were 250 comparable online programs, many in Virginia, scalability would be impacted. Even absent intense competition, UVA’s internal capacity is yet another powerful variable to consider. For instance, we know that many universities would like to grow their online Doctor of Nursing Practice (DNP) programs, but struggle to find qualified faculty members. Another issue is enrollment caps, which are often set by external accrediting bodies and can impact scaling potential.

Noodle Partners is adept at exploring the full landscape and assessing growth potential for online programs, and we will bring this expertise to the University of Virginia to help plan not only which programs to take online, but how realistically and quickly they can scale. Working in tandem with UVA leaders including the Provost, deans, faculty members, and heads of enrollment management, financial aid, registrar, and others, we will craft a growth timeline and then execute effectively against that plan.

### **1.j. Regulatory Compliance**

As noted in Sections 1d and 1e above, Noodle Partners brings some of the country’s best instructional design leadership to all of our online programs, both in the form of our own staff and pre-vetted providers. An inherent part of their work is ensuring that online content complies with all academic standards, offers the appropriate copyright approval, and meets or exceeds federal accessibility guidelines.

With regard to the latter, Noodle Partners goes to great lengths to ensure that all of the courses we build are accessible for all online learners. Each of our providers must provide a VPAT as part of their contract, which evaluates and codifies their 508 compliance measures. SMEs and faculty are introduced to Universal Design Principles, and instructional designers cross check to ensure all courses align with these principles. We’ll work with the campus assistive technology team to make sure their course materials (e.g., readings) are accessible and deploy the JAWS screen reader before launching each course to assess compatibility and accessibility.

### 1.k. Account Management/Project Management

One of the myriad unique features of Noodle Partners, and why we are gaining traction as the fastest-growing online program management firm, is our dedication to helping universities operate more efficiently. A key element of this is hiring a general manager (GM) with a local presence, who is committed to being on campus as often as needed to provide a single point of contact for issues that arise. Our GM for American University lives in Washington, DC; Tulane's GM lives in New Orleans; and Claremont Graduate University's GM lives in the LA basin.

We are committed to providing the same level of personal, day-to-day service for UVA. If awarded a contract with UVA, Noodle Partners will source and hire a locally-based GM who will likely also manage our partnership with Virginia Commonwealth University. Sharing a GM with VCU will offer a wealth of benefits and cost efficiencies, such as:

- Close proximity between both campuses (~75 miles apart)
- Familiarity with processes within Virginia public higher education
- Understanding SCHEV to speed up approval of new online programs
- Potential collaborations between institutions
- Awareness of contracting rules that apply to both institutions
- Future synergies with external providers from the Noodle Partners ecosystem
- Potential collaborations on future online programs
- Efficiencies in back-end functions at both institutions

The GM threads a delicate needle between three entities: the university, outsourced providers from our ecosystem, and leaders within Noodle Partners. In so doing, s/he offers a single point of contact for any issues that may arise, and close proximity means these issues are quickly resolved. For example, when Tulane University's new online Master of Social Work encountered issues with financial aid awards, the GM was able to meet in person with FA leaders to ensure quick resolution. She has become deeply intertwined with faculty in the School of Social Work and serves as an invaluable go-to resource as they work with instructional designers. And she can navigate institutional bureaucracy in a way that a remote manager would find enormously challenging.

The GM will work closely with UVA's in-house tech experts to ensure that the systems-integration process described in Section 1h is closely managed. The outcome of this integrative effort is the analytics dashboards described in detail in Section 1g.

### 1.l. Instructional Design

Please see Sections 1d and 1e for a full description of Noodle Partners' process for creating engaging online courses. A hallmark of our collaborative approach is our willingness to capitalize on existing resources within the University. With our approach, UVA instructional designers are utilized if/when necessary but not overburdened and distracted from their other roles on campus.

In a traditional face-to-face pedagogical approach, students have many opportunities to interact with professors and peers. This informal communication is paramount to a successful student experience, and we are committed to facilitating similar opportunities for collaboration in the online learning environment by virtue of an ever-evolving stack of learning tools and providers. Presently, we find the best success with the enterprise-level synchronous learning platform Zoom. This user-friendly alternative to more traditional video platforms is better for students and is especially useful for faculty, as it supports seminar-like discussions, small group breakouts, and the ability for faculty to tailor offerings to different learning preferences.

Another important consideration is academic integrity and honesty. We know that many faculty members worry about cheating, and we've amassed a combination of tools to minimize the likelihood that this will occur, including:

- Verified ID: During the orientation program, a Noodle Partners provider will require each student to produce a notarized photo. Professors and proctors will have access to profile photos during synchronous classes and proctored exams to provide facial recognition and minimize cheating.
- Video proctoring of online exams: Noodle Partners will source proctoring via spot-checking videos of students taking exams.
- Variable and open-book exams: Past exams may find their way to current students and even new ones may be shared if given asynchronously in different time zones. Open-book exams eliminate this problem.

### 1.m. Video Production

A hallmark of Noodle-produced courses is the integration of rich media tools that support learning. Learning science research has demonstrated that the brain processes

and retains content presented visually faster than content conveyed through simple text. But not all visual content facilitates learning. Too often, media that appear in online courses actually compete for the learner's attention, rather than focus the learner on key learning outcomes.

In partnership with the multi-award winning Genius Produced, Noodle Partners ensures each media tool (for example, video or simulation) is the best choice for the intended learning purpose and that it employs the principles of effective design to deliver the intended learning outcome with the highest quality experience possible. These decisions are based on the complexity of the concept or skill being presented and on the position of the course within the program, with respect to whether the skill or concept is being introduced, reinforced, or mastered. At the same time, we know that faculty often lack the time or experience to select the best media for a particular learning outcome. Our team brings multiple options to faculty and involves them as much or as little as they wish in the creation and production of these assets. Everything the Noodle Partners team produces is available to faculty for use with their on-ground courses.

### **1.n. Animation/Graphic Artist**

Genius Produced, Noodle Partners' primary partner for media, is based in Hollywood, CA and supports an entire in-house staff of critically acclaimed artists, designers, and animators. Having worked with major studios such as Disney, Fox, and Universal, Genius creates "Hollywood-quality" animation that enhances the visual learning experience. Genius creates animation and visual looks that, while innovative, have an enduring shelf life, ensuring the custom design will not need to be refreshed anytime soon.

### **1.o. Evaluation Design/Assessment**

Noodle Partners recommends a program evaluation process that assesses outcomes related to three major stakeholders: students, faculty, and university administration. We will collaborate with the UVA program teams to ensure that students are achieving the desired learning outcomes, faculty are so excited about their experience designing and teaching their courses that they would recommend the experience to their colleagues, and that university personnel are proud of the program.

We begin the design of the program evaluation process during the design/transformation of the degree program into the online environment, using Kirkpatrick and Kirkpatrick's revised evaluation model (2016) to guide our design. We

work with faculty to identify appropriate metrics that capture key program outcomes (e.g., employment rates, employer satisfaction with alumni performance), course outcomes (e.g., student portfolio demonstrations), and formative course outcomes (e.g., student performance analytics such as the percent correctly working through a simulation on the first try).

We assess the performance of course assets such as media tools by monitoring analytics and correlating usage with student performance on the formative assessments.

Faculty, administrator, and student satisfaction are assessed using net promoter scores captured during regular, periodic surveys. We also encourage engaging in annual “data parties” to determine areas of programs and courses to target during annual revisions.

The course analytics (such as time spent with a tool/activity, student learning assessments, and student satisfaction indicators) are reviewed at the midpoint and at the end of a term, to assess the learning effectiveness of the tools chosen for the course against our quality rubric. Any activity not meeting the minimum threshold is redesigned and reassessed. The table below provides a sample of the kinds of assessments we recommend.

Indicator	How measured	When	How used
Reactions	Weekly student feedback form (created by instructor, with Noodle's help, if desired)	End of each class session (1 minute)	Direct to instructor; discussed at weekly faculty meeting
	End-of-course evaluations (UVA's with additions from Noodle, if desired)	Last class session, anonymous	Aggregated and shared with faculty and administration; results aggregated and shared with program faculty each term

	Faculty complete end-of-course evaluations (created by Noodle in collaboration with UVA)	Once grades are in	Shared with course lead & program faculty, if desired, each term
	Student exit survey (created by Noodle in collaboration with UVA)	Final class of final term	Aggregated results are shared with program faculty in preparation for a (proposed) annual retreat
Learning	Student course assignments	According to syllabi (weekly, typically)	Direct to instructor, trends shared in weekly faculty meetings; major changes recommended through the annual retreat
	Student pre-assessments	Orientation	Provided to faculty to prepare/adapt courses; compared to final student submissions
	Faculty use of LMS	Faculty orientation (pretest) compared with recorded teaching sessions and annual faculty survey (created by Noodle in collaboration with UVA)	Comparison of pre-test results with scored recorded teaching sessions to assess change; survey results aggregated by Noodle and shared at quarterly UVA/Noodle meeting
Transfer & Implementation	Student performance in subsequent course work	Evidence of performance gathered through course leads and discussed	Quarterly meetings of all faculty
	Student Capstone portfolios/self reports	End of terms 3 and 4	Capstone performance assessed against rubrics; discussed at quarterly faculty meetings

	Faculty perceptions	Gathered at the end of each term by course lead	Used in quarterly faculty meetings
	Employer perceptions	Annual survey of graduates' employers	Aggregated and discussed at annual retreat
Program Results	Graduation rates	15-24-36 mos from matriculation	Monitored by program administration; discussed at annual faculty retreat
	Employment statistics of graduates	Annual survey of alumni	Monitored by program administration; discussed at annual faculty retreat
	US News ranking (where applicable)	Conducted annually	Monitored by program administration; discussed at annual faculty retreat

### 1.p. Quality Assurance

A surprising number of online programs reflect antiquated ideas about instructional design. Downloadable PDFs, talking-head videos, and discussion forums no longer constitute a great online course, and savvy consumers are no longer willing to pay for such uninspired pedagogy. And while synchronous classes are a growing feature in many online programs, few universities have well-conceived strategies for when and how to blend modalities or to equip and support faculty to take full advantage of real-time opportunities.

While every program has a different set of constraints and competitors, Noodle Partners builds learning experiences that energize students and faculty. We score each online course against a rubric to be crafted with each department. The initial questions are whether the courses are:

Engaging	The course is relevant and motivating. It is built on the idea that "learning occurs when someone wants to learn," not "when someone wants to teach" (Roger Schank).
Interactive	The course encourages active learning. Students demonstrate proficiency by performing meaningful tasks and receive timely feedback.
Collaborative	The course promotes a learning community and cannot be completed without meaningful teamwork and communication.
Personalized	The course treats learners as individuals with different backgrounds, abilities, and prior knowledge. Options are provided so all learners are optimally challenged.
Intuitive	The course design is inviting and intuitive and allows all students to focus on content.

### 1.q. Mobile First/Responsive Design

Noodle Partners is committed to providing multi-platform access based on the belief (and research suggesting) that every interaction with students, especially non-traditional learners leading complicated lives, should be available on both desktop and mobile devices, including iOS and Android. In fact, a 2016 study found that 59 percent of online student respondents said they used a mobile device for at least some coursework—and 25 percent said they completed most or all of their degree on a mobile device.

We take great care to build a mobile-friendly experience across the student lifecycle. For marketing, that means responsive web design that loads quickly and beautifully within a mobile browser or Facebook/LinkedIn apps. For the learning environment and

live class sessions, students will use native mobile applications to maximize the quality of the experience. Noodle Partners will work closely with UVA leaders—in IT and in schools and colleges—to deploy mobile technology wherever possible.

### 1.r. Asset Tagging/Management

Unlike other OPM firms, Noodle Partners is committed to the notion that UVA owns all intellectual property; we will never contest intellectual property ownership. We also firmly believe in the value of building excellent courses that can be repurposed in a variety of ways, including:

- For certificates and degree programs
- Across multiple programs in a given school/college
- Across multiple disciplines at UVA

Therefore, we meta-tag all courses by a variety of easily referenced keywords for retrieval and repurposing. We can host this library of online courses or help UVA do so within its existing technology architecture.

### 1.s. Delivery Support Options

As noted above, all course content—regardless of intended audience or delivery modality—belongs to UVA. In fact, we encourage faculty to use online content that our instructional team helps create for their on-ground courses. Ultimately, we believe there shouldn't be any distinction between online and on-ground programs—it's the same MS in Data Science. As a result, we are committed to building content that can be repurposed in multiple ways and in a variety of media with no lingering questions about ownership.

### 1.t. Technical Support

A critical element of a successful partnership between UVA and Noodle Partners is technical support. As we work with you to define which services you want UVA to manage and which services you want Noodle Partners to manage, we'll create agreed upon Service Level Agreements for each technology and service deployed. Specifically, we mutually agree upon:

- Customer Support hours
- Definition of Tier 1 Support and response times

- Definition of Tier 2 Support and response times
- Communication and resolution expectations

## 1.u. Student Support Services

Research shows that students learn better when immersed in a supportive learning environment. Noodle Partners knows that this applies to the online environment as well as on-ground and includes the development of a rigorous student ecosystem in the design and build of every degree program. With best-in-class providers, Noodle Partners provides student support in academics, new student orientation, technology, and retention as noted below.

### 1.u.i. Academic Support Services

Ideally, academic advisement for online students is done in concert with advisement for on-ground students; the two groups will be taking the same courses and will have similar questions and issues.

Noodle Partners' advisors will work with students using phone, email, text, and video conferencing. Over time, we may supplement those tools with chatbots and other new technologies to address frequently asked questions efficiently.

### 1.u.ii. New Student Orientation

A good orientation is one that not only gives new students necessary information but also infuses a sense of community. Noodle Partners has created online orientations that include synchronous and asynchronous modules to accomplish both goals.

In general, orientation for online students will cover program requirements, expectations, and instructions for navigating the online environment. It will also familiarize students with the resources available to them, including 24/7 tech support. Orientation can also include, at UVA's discretion, such subjects as web etiquette, academic honor (including rules about plagiarism), and, more generally, the privileges and obligations of being a UVA student.

### 1.u.iv. Technical and Navigation Support Services

Technology is the conduit to learning in the online environment. For that reason, technical support is a priority in every campus partnership we establish. We bring a Support Desk that is available seven days a week to assist students with technical issues. The Support Desk is staffed by trained individuals who maintain a lens toward student satisfaction and success. All Support Desk queries from students are tracked in order to identify patterns in student behavior that might create an at-risk alert or be used to better inform practice.

#### **1.u.vi.** Student Retention Services

Universities spend enormous amounts of time and money recruiting students. Yet they typically dedicate insufficient time and resources to retain them. Improving student success and retention is essential to UVA's finances, rankings, and stellar academic reputation. Online programs built by Noodle Partners have achieved retention rates comparable to those of institutions' on-ground programs.

Retention starts with having a team available seven days a week. When a student makes a request by phone, email, text, or chat message, the team opens a case. A team member who can address the issue directly, does so (as with, say, a basic question of browser compatibility) and closes the case. With course registration, academic advising, financial aid, and mental health issues, a team member forwards the case on for an appropriate response and tracks its resolution.

But "reactive" support services are not enough. The support team gets to know students from the moment they enroll, guiding them through the orientation process and helping ensure they start their programs organized, focused, and motivated.

Further, our best-in-class analytics allows team members to be proactive. As described elsewhere in this proposal, integrating UVA's key data systems (CRM, SIS, LMS) with analytics tools allows us to identify and reach out to students with potential academic, social, or financial problems. They will work to resolve small issues themselves, and as they identify at-risk students, they will bring in success counselors.

Success counselors will address problems before they result in withdrawal, helping students through both scheduled and ad-hoc coaching sessions, to set priorities, articulate weekly goals, and identify potential obstacles to meeting those goals. Further, they can, if UVA desires, help students register for classes, understand prerequisites,

track progress towards degree completion, and organize deadlines and assignments. This approach provides advocates for students with problems or questions, leverages existing UVA systems, and allows both the University and Noodle Partners to continuously improve support services.

### 1.v. Marketing

Identifying interested prospective students, contacting them in targeted ways through key marketing channels, and ensuring their interest in online UVA programs is the cornerstone of a successful enrollment effort. Despite its superior reputation, UVA is not especially known as an online destination; therefore, turning UVA into an online destination (for example, George Mason University has Mason Online) will require thoughtful planning as well as the marketing of specific online programs.

In Noodle Partners' parlance, "marketing" refers to a wide array of digital outreach efforts designed to capture the attention and imagination of potential students. While more traditional forms of "advertising" such as billboards, mass media spots, or print ads have their place, they are less effective for reaching potential online learners. They're also expensive, of questionable value, hard to track, and don't allow for micro-targeting. Finding and appealing to potential online learners requires an exceptionally skilled digital marketing team that understands the fast-changing universe of online outreach.

A key part of Noodle Partners' work with UVA will entail building, launching, and managing organic and paid media strategies. Working in concert with a Noodle-sourced digital marketing firm, we will deploy and optimize a paid-media strategy that generates interest from the most targeted prospective students at the lowest possible cost, focusing on long-tail keywords. This is a complex universe, forever in flux due to Google's policies and the browsing/searching habits of prospects. Noodle Partners will source one of the many digital marketing firms in our ecosystem to manage the day-to-day marketing effort, working in concert with UVA's existing marketing team.

Despite the importance of these paid media efforts, the most enthusiastic prospects, and those most easily converted into online students, are those who arrive at UVA's website organically. To identify and nurture this audience, Noodle Partners will build and manage a comprehensive Search Engine Optimization plan designed to generate more, and better, hits to the website.

Marketing is more than just crafting and executing an outreach strategy, though this is a critical first step. Prospective students must have a clear, concise, and compelling digital destination. To achieve this goal, Noodle Partners will work with UVA to build a suite of engaging digital assets including:

- Microsite
- Landing Pages
- Lead Forms

History suggests that the most effective way to achieve this, within the confines of an existing digital architecture, is to build workarounds and companion sites. For instance, we built a microsite for American University that adroitly manages lead flow for online programs: <http://soeonline.american.edu>. This site provides all relevant information for prospective students regardless of their desired educational delivery modality, which is a hallmark of Noodle Partners. Unlike other OPMs, we want UVA to attract, enroll, retain, and graduate the most, and best-qualified, students possible. So, if potential online students visit the site and opt for on-ground delivery, we consider this a win for everyone. Below is a sample lead form for American University.

I am interested in learning more about  
American University's School of  
Education!

First Name

Last Name

Email Address

Confirm Email Address

Phone Number

✓ Program of Interest

- MA Special Education: Learning Disabilities (Online)
- MAT: Elementary (Online)
- MAT: Secondary (Online)
- M.Ed Education Policy and Leadership (Online)

By providing my information and clicking the "Learn More" button, I consent to be contacted via telephone (including a cell phone, if provided), email, and text message.

AU SOE Drop-Down Menu

The lead form is simple and clean and includes only the most relevant fields. Through a well-built site, we can track how the prospect came to the lead form without asking

onerous questions. Once the lead is received, the Noodle-sourced call center will respond immediately and determine if online is the right option for the student or if a more traditional on-campus program of study is a better fit.

Another form of marketing—one that too few universities are equipped to deploy—is digital PR. For this, Noodle-sourced digital marketers work with relevant UVA faculty to place (and, in some instances, ghostwrite) articles germane to current events, then architect a timeline for placing stories and expert commentary in relevant media. One example is a quote from a Tulane University faculty member in a 10/12/17 *Los Angeles Times*<sup>1</sup> article dealing with trauma in the aftermath of the Las Vegas shooting.

**We don't feel safe until we know.**

— Charles R. Figley, director of Tulane University's Traumatology Institute

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A police officer walks by heart balloons and flowers near the shooting scene in Las Vegas. (Gina Ferazzi / Los Angeles Times)

"We don't feel safe until we know, and explanation abhors a vacuum," said [Charles R. Figley](#), a psychologist who directs Tulane University's [Traumatology Institute](#) in New Orleans.

"People make up stuff," Figley said. "That's why we pray and ask God to protect us, to make sure that good people don't get hurt. We start constructing explanations that at least make us feel better."

*Digital PR for Tulane University*

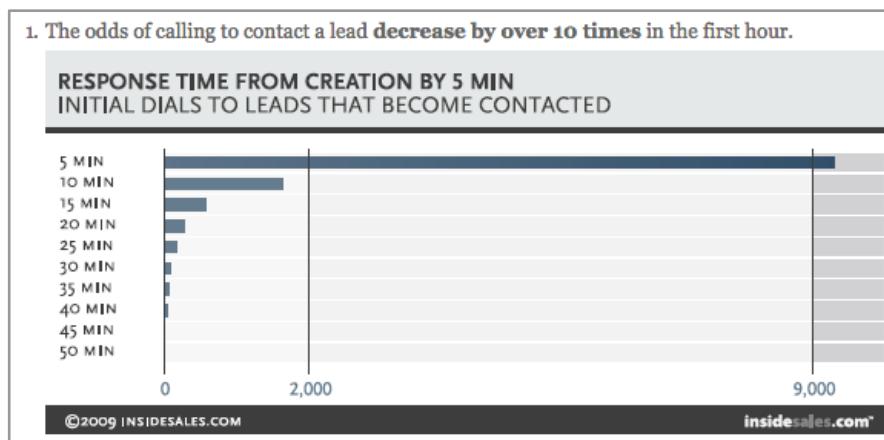
<sup>1</sup> <http://www.latimes.com/science/scienzenow/la-sci-sn-shooting-mental-health-20171012-story.html>

While the subject matter is upsetting, this article fully supports Tulane's School of Social Work, which emphasizes disaster response and relief. This article legitimizes the value of Tulane's MSW curriculum and provided solid exposure.

### 1.w. Enrollment and Recruitment Services

Once the prospect has made the initial commitment by completing a lead form like the one shown above, there is a shift from outreach to recruitment—a shift that's imperceptible to the prospective student but critically important. Nurturing students through the admission funnel requires a deft personal touch that is undergirded by seamlessly integrated systems—"high-tech/high-touch"—that many organizations promise but few can deliver.

Perhaps the most critical step in the segue from lead to prospect is immediate contact. Yes, immediate. Quick response is not "salesy" or "pushy" or too aggressive. To the contrary, today's consumers expect an immediate response, whether shopping for t-shirts on Amazon, hailing an Uber, or buying a plane ticket. Waiting a couple of days to contact a prospective UVA online student is simply not acceptable. By way of example, we cite a study conducted by leadresponsemangement.org.<sup>2</sup> Though not directly related to academe, the results of a response-time study are stunning: the likelihood of making contact with a prospective student decreases x10 in just the first hour:



Noodle Partners' curated ecosystem of best-in-class providers includes call centers that understand the need for immediacy. A Noodle-sourced call center will receive leads the instant the prospect hits "send" on her lead form and will immediately respond with an

<sup>2</sup> [http://www.leadresponsemangement.org/lrm\\_study](http://www.leadresponsemangement.org/lrm_study)

auto-generated acknowledgement and follow-up communication designed to capture attention while graduate study is fresh on the inquirer's mind.

Beyond speed, the call center will deploy experts trained to work with adult learners and ensure that they are intimately familiar with the nuances of each online UVA program. All recruitment efforts will embrace your mission and unique position in the marketplace. Enrollment Advisors will be thoroughly trained, coached, and monitored to ensure that the respective colleges are properly represented and prospective students are adequately supported through the process. They are fully trained to protect prospective students' information and always in compliance with all regulations, including TCPA.

In addition to embracing UVA's culture and school spirit, the Enrollment Advisors will qualify inquiries to ensure their fit with the academic program. They'll also counsel prospective students through the application process to ensure they are making the right academic choices, meeting admissions deadlines, and properly gathering required application items such as letters of reference and transcripts.

Once marketing begins, Noodle Partners will provide UVA with clear and complete data via analytics dashboards such as the enrollment dashboard on page 11. Below, we offer an example of the obsessive tracking we perform to ensure that we are always on time and on budget or, if not, how to make on-the-fly changes to improve.

Prospect Performance	Conversion	Spring 2018 Performance	High Level Notes
Quality Rate	89%	App Start Rate	25%
Reach Rate	100%	App Submit Rates	14%
Contact Rate	41%	App Complete Rate	58%
% of Warm Prospects	65%	Admit Rate	45%
Talk-Time	2 hours/day	Deposit Rate	N/A
Dials	75 dials/day	Overall Yield	N/A

*Sample Noodle Partners Data Tracking*

## 2. History

Noted higher-education entrepreneur, John Katzman, founded Noodle Partners in 2015 to help grow high-quality online programs just like he did at 2U, which he also founded. Noodle Partners' primary goal is to help with conceiving, building, launching, and scaling high-quality online programs while lowering the cost of higher education. By creating an ecosystem of providers in the core areas of marketing, recruitment, student support, instructional design, and technology integration, we capitalize on the \$15B in ed tech investments, keep our own costs low, and maximize existing on-campus talent.

The ultimate outcome: high-quality programs worthy of the UVA brand that cost less, deliver more, and help bring higher education to new audiences for whom relocating to Charlottesville is not an option.

### 2.a. Experience

Noodle Partners is committed to launching online programs that meet UVA's goals and the needs of its students and its faculty. Our goal is your goal: to support UVA's intention to create a world-class institution of higher learning and foster UVA's standing as a leader in education, research, and community service.

Building great online programs is our passion, and we'll accomplish this with UVA by sourcing and managing best-in-class providers in the core service areas of academics, marketing, student recruitment, and student support, all undergirded by cutting-edge tech to link disparate systems and provide real-time analytics. In so doing, we'll shorten the go-to-market timeline while ensuring the maximum performance in each service area. The result: high-quality online programs, constructed and delivered by UVA faculty in an engaging online modality, at a much lower cost and with a higher ROI than a traditional OPM firm. With Noodle Partners, UVA eschews the traditional revenue-share model to learn more, spend less, build better programs, and give students (and faculty) the best online experience.

We are doing just that with leading institutions—American, Claremont Graduate, and Tulane Universities among them. They value our extensive ecosystem of providers, our obsession with quality, our in-house expertise, our unparalleled transparency, and a business model that firmly espouses quality over profit. They have welcomed having a committed general manager who lives locally and actually gets to know faculty and the university culture. They appreciate that Noodle Partners has sourced the very best

providers who specialize in the core service areas, so they're getting the best instructional designers, digital marketers, recruiters, and technologists in the country, not just the folks we can hire and retain. And they know that we are committed to incorporating their in-house/on-campus talent, so that together, we're building the very best programs to help their students achieve their goals.

## 2.b. Qualifications

Like any great organization, our greatest strength is our people. Collectively, the Noodle Partners team brings decades of experience in education, with a heavy emphasis on helping universities create great online programs. (Below, we offer details about key members of the team.) In addition, the providers in our ecosystem are all best-in-class companies that excel in the core areas of marketing, recruitment, instructional design, and student support.

### **John Katzman, Chief Executive Officer**

John Katzman founded and served as CEO of 2U, which has helped the University of Southern California, Georgetown University, the University of North Carolina at Chapel Hill, Washington University, Northwestern University, and other renowned institutions build and run online degree programs. Prior to founding 2U, Katzman founded and ran The Princeton Review, which each year helped half of the students applying to U.S. colleges and universities with admissions and financial aid. Katzman serves on several for- and not-for-profit boards of directors, including those of The Woodrow Wilson Foundation and The National Alliance for Public Charter Schools. He has authored five books and numerous articles on education. John will oversee all operational efforts of the proposed partnership between UVA and Noodle Partners, including guiding the overall strategy.

### **Keri Hoyt, President**

Keri Hoyt was the founding COO of Success Academies, where she ran 41 high-performing elementary, middle, and high schools throughout New York City. She started her career at The Princeton Review; during her 18-year tenure, she partnered with colleges and universities to help improve their marketing and admissions processes, helped build online programs, and honed her marketing and product-development skills.

Keri will oversee the launch logistics of our proposed partnership with UVA and oversee the details of each team, managing new program launches and program expansion.

Keri also oversees recruiting at Noodle Partners and will continue to help it build a diverse workforce.

### **TBD, General Manager**

One of Noodle Partners' unique offerings in the OPM space is a locally based general manager. This person, who we will source and hire if we are chosen to work with UVA, and who will likely also work with Virginia Commonwealth University, will be the most visible Noodle Partners presence after the initial discovery is complete. The GM will be the day-to-day liaison managing the interplay between three groups: UVA, the Noodle-sourced providers, and the Noodle Partners team.

### **Melora Sundt, Chief Academic Officer**

Melora joined Noodle Partners after working at the University of Southern California's Rossier School of Education as a Professor of Clinical Education. In that role she designed, built, and taught in several online and blended doctoral programs. She also served as Executive Vice Dean, overseeing degree programs, student services, faculty affairs, continuing education, and research. Sundt also chaired the design teams to create the MAT@University of Southern California program as well as USC's Global Executive Ed.D. and its new online Ed.D. in Organizational Change and Leadership.

Melora will oversee all the entire academic stack, working with UVA faculty and administration to ensure the successful development of new online courses and to help enhance existing ones.

### **Mitch Golden, Chief Technology Officer**

Mitch Golden received his Ph.D. in theoretical physics from the University of California, Berkeley, followed by post-doctoral work at Fermi National Accelerator Lab and Boston University before becoming a physics professor at Harvard. Physicists were early adopters of the Internet, and in the 1990s he made a career move into Web technology. He has been a senior technologist at Agency.com, Gucci, Barneys New York, and The Princeton Review.

Mitch leads the team to ensure the effective integration of various systems (Sakai, PeopleSoft, et. al.) and to build the architecture upon which our best-in-class analytics

are based. Under Mitch's leadership, we have a team of technology integration experts who will work closely with UVA's IT shop: Alan Mlynek will lead the effort to integrate UVA's systems into the NoodleBus, and Jeremy Rudy will lead the team, building out the field placement tool and analytics dashboards.

### **Katie Kurtz, Chief Product Officer**

Katie Kurtz brings extensive experience in, and knowledge of, the ed-tech space including leading firms such as Cengage Learning, Knewton, and The Princeton Review. Katie Kurtz oversees the curation of our ecosystem of best-in-class providers, an ever-evolving group of pre-vetted, highly capable companies that provide service to our partner universities. She will directly manage and optimize the performance of Noodle Partners' providers, including those involved in instructional design, marketing, recruitment, and student support.

## **2.c. Success**

In addition to John Katzman's successes at 2U (such as taking some of the nation's most storied brands online, including Georgetown, USC, Washington University in St. Louis, and others), Noodle Partners has a growing list of success stories of our own.

We've conceived and launched the first fully online program at Tulane University—the online Master of Social Work, which exceeded goals for the inaugural cohort and is off to an excellent start. Demand is ahead of projections, interest is strong, and marketing costs are lower than initially projected. We've parlayed this early success into five additional online programs that will launch at Tulane this fall, including graduate degrees in IT Management, Cybersecurity, and Disaster Relief.

At American University, we've built a suite of strong online graduate programs in the School of Education. Notably, the M.Ed. in Educational Policy and Leadership is exceeding enrollment expectations as we prepare to welcome the third cohort. We continue to explore additional online opportunities in the School of Education, including a return to doctoral-level excellence with an online Ed.D.

Though too early to tout enrollment success, we are especially proud to have been recently chosen as the preferred partner for UVA's sister institution, Virginia Commonwealth University. VCU went through an exhaustive search process, ultimately

choosing Noodle Partners for our unique approach, cost savings over traditional OPMs, best-in-class providers, and commitment to sourcing a local General Manager to oversee day-to-day operations.

### 3. Differentiators

Noodle Partners is different and, we think, better because of how we help universities build great online programs. Capitalizing on successes at 2U, lessons learned, and the \$15 billion invested in educational technology in the past decade, we've created an economically viable business model that encourages scale but not at the expense of quality. Of the myriad factors differentiating Noodle Partners from ordinary OPM firms, we believe the following will make the biggest difference for the University of Virginia:

- Lower Cost: Our goal is to lower the cost of higher education, and our model allows this by sourcing best-in-class providers in core service areas of enrollment and recruitment services, marketing, student support, and instructional design. Our model typically costs about half that of the traditional revenue-share model of most OPMs.
- Agility: We bring heretofore unseen levels of agility and flexibility. To help build, market, and enroll students in world-class programs, our model easily allows UVA to capitalize on in-house talents and resources. Any opportunity to utilize existing resources will help UVA lower costs. While traditional OPM firms will say they "unbundle," they'll do so grudgingly and at the expense of quality marketing. Conversely, our model is built to be agile.
- Best-in-class: Traditional OPM firms do their best to hire and retain good talent, but just as with universities, this is an ongoing challenge with endless churn. We avoid this by bringing the country's best instructional designers, marketers, recruiters, and technology integrationists to UVA. Every provider in our ecosystem has been vetted and committed to offer most-favored-nation pricing and receptivity to our management and oversight on your behalf.
- Data: Universities have a wealth of invaluable information, but rarely can they coalesce disparate data points from multiple systems, merge them into a centralized warehouse, and conduct analytics with which to make informed decisions. Via the NoodleBus, Noodle Partners will help UVA gather, merge, and manage this information. We'll present the analytics in easy-to-read dashboards,

examples of which are provided in this response, that present information in a clear, concise format for easy use.

#### 4. Implementation

In the charts on the following pages, Noodle Partners offers a detailed implementation timeline to ensure that all facets of existing and/or new online degree programs are completed in time for a fall 2018 launch. We anticipate beginning the implementation as soon as the contract is signed, starting with budget approval, and determining where Noodle Partners will supervise and/or advise. We'll bring a team to campus to begin discovery, meet with key administrators and faculty in selected programs, and introduce a general manager who will serve as the day-to-day liaison between UVA, the external providers we source, and the Noodle Partners implementation team.

180 days out	165 days out	150 days out
<ul style="list-style-type: none"><li><input type="checkbox"/> Contract signed</li><li><input type="checkbox"/> Agreement on areas Noodle will supervise vs. advise</li><li><input type="checkbox"/> Budget approved</li></ul>	<ul style="list-style-type: none"><li><input type="checkbox"/> Access to key systems (SIS, CRM, LMS) granted</li><li><input type="checkbox"/> University liaison identified</li><li><input type="checkbox"/> Press release goes out</li><li><input type="checkbox"/> University and School approvals are in process</li><li><input type="checkbox"/> Accreditor and State approvals are in process</li><li><input type="checkbox"/> Marketing and recruitment integration begins</li></ul>	<ul style="list-style-type: none"><li><input type="checkbox"/> Overall program design is approved</li><li><input type="checkbox"/> 1st semester courses and faculty identified</li><li><input type="checkbox"/> Inquiry form and online applications are live</li><li><input type="checkbox"/> Marketing messaging and creative is approved</li><li><input type="checkbox"/> Call center on-boarding and training complete</li><li><input type="checkbox"/> Marketing and recruitment campaign launches</li></ul>

## Implementation Detail: Marketing + Recruiting

Complete 5 months from launch	Complete 4 months from launch	Complete 3 months from launch	Complete 2 months from launch	Complete 1 month from launch
<input type="checkbox"/> Design the program identity	<input type="checkbox"/> Work through training plans and contact strategies	<input type="checkbox"/> Review initial performance data	<input type="checkbox"/> Select future cohort targets	<input type="checkbox"/> Launch next campaign cohort
<input type="checkbox"/> Determine student profile and pathways	<input type="checkbox"/> Ensure ICPA compliance, launch the marketing campaign, and build and launch the online application	<input type="checkbox"/> Optimize campaigns based on data analysis	<input type="checkbox"/> Establish funnel conversion projections	<input type="checkbox"/> Ongoing analysis and optimization
<input type="checkbox"/> Establish applicant review process, enrollment targets, messaging, and marketing plan		<input type="checkbox"/> Adjust marketing allocation and leverage new channels	<input type="checkbox"/> Review operational process for prospects and applicants	
<input type="checkbox"/> Contract with M & R agencies				

## Implementation Detail: Program + Learning Design

Complete 5 months from launch	Complete 4 months from launch	Complete 3 months from launch	Complete 2 months from launch	Complete 1 month from launch
<input type="checkbox"/> Map out program scope and sequence of courses	<input type="checkbox"/> Select instructional design firm(s) and identify lead professors	<input type="checkbox"/> Sign contracts for learning technologies	<input type="checkbox"/> Build 1st semester courses and outline plan for faculty training and support	<input type="checkbox"/> Launch the orientation experience and faculty training
<input type="checkbox"/> Identify faculty development structure and workload	<input type="checkbox"/> Identify lead professors to author courses	<input type="checkbox"/> Draft and approve blueprints for 1st semester courses	<input type="checkbox"/> Finalize the orientation	<input type="checkbox"/> QA 1st semester courses and technology
<input type="checkbox"/> Begin State authorization process	<input type="checkbox"/> Discuss and select desired learning technologies	<input type="checkbox"/> Draft the orientation experience	<input type="checkbox"/> Identify lead faculty for 2nd semester courses	<input type="checkbox"/> Approve blueprints for 2nd semester

## Implementation Detail: Student Services + Support

Complete 5 months from launch	Complete 4 months from launch	Complete 3 months from launch	Complete 2 months from launch	Complete 1 month from launch
<input type="checkbox"/> Map out desired student support and tech experience <input type="checkbox"/> Define methods for program evaluation (students and faculty) <input type="checkbox"/> Identify possible program retention challenges	<input type="checkbox"/> Select student support and tech partners <input type="checkbox"/> Establish comm. plan for student lifecycle post admission	<input type="checkbox"/> Start integration of student and tech support systems <input type="checkbox"/> Prepare for course registration <input type="checkbox"/> Engage initial wave of students admitted	<input type="checkbox"/> Fully launch the student and tech support systems <input type="checkbox"/> Admitted students begin 1st semester registration	<input type="checkbox"/> Orientation begins <input type="checkbox"/> 1st semester courses begin

## Implementation Detail: Technology + Integrations

Complete 5 months from launch	Complete 4 months from launch	Complete 3 months from launch	Complete 2 months from launch	Complete 1 month from launch
<input type="checkbox"/> Map out current infrastructure <input type="checkbox"/> Understand data flows to determine integration needs	<input type="checkbox"/> Start Integration with legacy system and the NoodleBus <input type="checkbox"/> Build the marketing and recruitment analytics	<input type="checkbox"/> Continue systems integration with NoodleBus <input type="checkbox"/> Begin integrating learning technologies	<input type="checkbox"/> Finalize learning technologies integration <input type="checkbox"/> Begin build for academic analytics and necessary integrations	<input type="checkbox"/> Finalize and launch the academic analytics

## 5. Pricing

The model we're proposing reflects our unique approach, whereby UVA pays Noodle Partners for all services and Noodle Partners pays the providers for their services accordingly. Below is an explanation of how we estimate these fees.

We assume that you would ask us to completely manage a program and run it on an independent tech stack with an independent marketing and recruiting team. As we find synergies between existing UVA infrastructure and among our online programs, these fees will decrease (with the exception of inflation).

<i>What we charge</i>	<i>And why</i>
<p><b>Program Management:</b> Noodle Partners manages each aspect of online program management. A team of Noodlers will work to support UVA including a general manager, launch manager, integration specialist, learning specialist, and marketing &amp; recruitment specialist. Below, we outline our fees—the only monies that go directly to Noodle Partners.</p>	
\$12,000/mo University fee for UVA \$6,000/mo per UVA degree program (MSDS) \$3,000/mo per UVA non-degree program	UVA pays one University fee regardless of the number of programs it decides to bring online. In addition, we assess a per-program fee and a smaller fee for each standalone, non-degree, non-stackable program.
\$68/credit for the first 10,000 credits/year \$52/credit for credits 10,001 to 20,000 \$36/credit for 20,001-30,000 \$20/credit for 30,001 to 40,000 \$4/credit for credits above 40,001	In addition to the University and per-program monthly fees, we assess a nominal per credit fee, assessed across all programs on which we partner with UVA. Note that we include UVA enrollments in the total.
<p><b>Services:</b> Following are <i>estimated</i> expenses for each service. Noodle Partners will evaluate, source, and manage best-in-class providers, obtain UVA's prior approval on these providers and expenses, and pass through 100% of the fees to the providers.</p>	
<p><i>Marketing</i></p>	

<p>\$30,000 to build each program's marketing collateral, including microsites, plus \$20,000 per year to maintain it</p>	<p>This includes content and technology for a site that is SEO-friendly and for ongoing testing of landing pages. These fees include collateral for individual courses as well.</p>
<p>An <i>average</i> of \$3,500 per new student for marketing, with variations based on specific academic programs (due to varying market conditions including competition and degree demand)</p>	<p>Media and agency fees cover online marketing initiatives including paid search, paid social, all media buys, and agency fees. UVA will approve the budget annually, with spend based on your decisions (e.g., deciding to raise selectivity or increase diversity) or changes in the competitive landscape.</p>
<p>\$3,000 per program per year, rising to \$6,000 with rising marketing spend, for compliance</p>	<p>We track the marketing of your programs by lead-gen providers and others to make sure you are being represented accurately and compellingly.</p>
<p><i>Enrollment Management</i></p>	
<p>\$2,250 per program per year for secret shopping</p>	<p>We monitor the recruitment centers to ensure quality service to UVA prospects.</p>
<p>We believe UVA will spend, on average, \$3,000 for recruitment. In the initial years, this rate will be higher.</p> <p>Our call centers charge a set-up fee of \$40,000, which covers the initial training for the enrollment advisors and setting up the appropriate data feeds to the recruitment center. They then charge \$10,000 per month for infrastructure, \$2,500/enrollment advisor per month, and \$0.23 per prospect.</p>	<p>Enrollment management support is the cost of managing students through the enrollment funnel from inquiry to enrolled student. It is largely a call center, with some business development people.</p>

<i>Academic Technology and Support</i>	
<p><i>LMS</i>  Set-up fee of \$5,500  One-time training fee of \$3,000  \$10,000 annual licensing fee for all student and faculty access  \$15,000 annual tech support fee</p>	To create an engaging online environment, UVA may choose to run online courses (and eventually classroom programs) on an LMS that fosters online collaboration and is easier for students and professors to use. We can also fully integrate with Blackboard and use tools to enhance social functionality.
<p><i>Video CMS</i>  \$12,700 set-up fee  \$34,000/year licensing fee</p>	Along with your LMS, you need to store all of the video assets used in your courses. This includes instructional videos used in your courses, videos posted by students as part of their assignments, and recordings of asynchronous classes held within each course.
<p><i>Online Proctoring</i>  Cost assumes one proctored exam for each course, at a cost of \$11/student</p>	For high-stakes tests, you may want to include a proctoring service that monitors students taking exams.
<p><i>Synchronous Video</i>  Initial \$10,000 set-up fee  \$90/instructor/year fee</p>	In order to run synchronous classes, you need a platform to host these sessions. We recommend Zoom..
<p><i>Student Surveys</i>  \$4,500/year</p>	We'll want to have ongoing and immediate feedback from students on their experience in UVA's program.
<p><i>Plagiarism Detection</i>  One-time training fee of \$650  Annual campus wide fee of \$1,000  \$5/year/full time enrolled student</p>	All written assignments should be run through a plagiarism check to ensure the work submitted is authentic. Note that you probably already have this license.

<p><i>24:7 Tech Support</i></p> <p>Initial implementation fee of \$1,000 \$5/year/student and faculty member supported</p>	<p>You want to support students 24:7 to ensure their questions are quickly answered.</p>
<p><i>Instructional (Program/Course) Design</i></p>	
<p><i>New Course Design:</i></p> <p>The new-course builds are factored into the financial model based on the number of courses in each program as noted on the UVA website</p>	<p>To build a program worthy of UVA's standards, all courses should encourage engagement and use rich media. We use a few strong instructional design, videography, animation firms; we'll choose the team based on each program's needs. We can create very solid courses at \$55,000, but the decision to use some internal resources to gain efficiency, or just spend more or less, is yours.</p>
<p><i>Annual Refresh:</i></p> <p>\$10,000 per course for an annual refresh</p>	<p>Each year, we will update assets within each course, whether that be revised content based on student performance, refreshing multimedia assets, etc.</p>
<p><i>Student Support</i></p>	
<p><i>Student Support:</i></p> <p>Initial setup fee: \$25,000 \$486/year for first year students and \$180/year to support students until graduation</p>	<p>This fee is for a proactive, 16-hour-a-day effort to support and retain students.</p>
<p><i>Career Support</i></p> <p>\$500/student</p>	<p>These are a series of providers to ensure that UVA students secure good jobs upon graduation.</p>
<p><i>Alumni Support</i></p> <p>\$200/year per alumni</p>	<p>We will want to keep UVA's alumni engaged and part of the UVA community.</p>

<i>Technology Integration</i>	
NoodleBus: \$39,000/year Estimated \$10,000 for custom integration work to integrate with UVA's legacy systems	We will want to extract and import the appropriate data in UVA's systems and into Noodle's systems to provide a coherent user experience and to ensure we are closely tracking data to evaluate the overall health of the program.
<i>Audit Services:</i> \$5,000/year	Each year, we will want to audit our respective systems to ensure we're FERPA compliant and adhering to data security protocols.

## 6. References

Partner University	American University
Name, Title, Contact Information	Julie Sara Boyd Associate Dean, School of Education 4400 Massachusetts Avenue, NW Washington, DC 20016
Phone Number	202.885.3727
Email Address	<a href="mailto:jboyd@american.edu">jboyd@american.edu</a>
Partnership Dates	2016 - present
Description of Services Provided	We're deploying a full suite of services, including marketing, recruitment, student support, and instructional design for three new online programs: MA in Teaching, MA in Special Education and M.Ed. in Education Policy and Leadership.

Partner University	Claremont Graduate University
Name, Title, Contact Information	Alana Olschwang, Associate Provost 150 E. 10th Street Claremont, CA 91711
Phone Number	909.607.8135
Email Address	<a href="mailto:alana.olschwang@cgu.edu">alana.olschwang@cgu.edu</a>
Partnership Dates	2017 - present
Description of Services Provided	Providing a full suite of services, including marketing, recruitment, instructional design, and technology integration. We're deep into the launch phase for a new online MS in Marketing Analytics, with several additional programs to follow.

Name of Partner University	Tulane University
Name, Title, Contact Information	Rick Matasar, SVP for Strategic Initiatives 6823 St. Charles Avenue New Orleans, LA 70118
Phone Number	504.314.7611
Email Address	<a href="mailto:rmatasar@tulane.edu">rmatasar@tulane.edu</a>
Partnership Dates	2017 - present
Description of Services Provided	Tulane chose Noodle Partners as its OPM of choice for a wide array of online programs, starting with the Master of Social Work (inaugural cohort in January 2018). In 2018, we'll also launch a MPS in IT Management, MPS in Cybersecurity, and two additional programs in the School of Social Work.

Name of Partner University	Virginia Commonwealth University
Name, Title, Contact Information	Monica Orozco, Executive Director, Online@VCU 1000 Floyd Avenue Richmond, VA 23284
Phone Number	804.828.4842
Email Address	<a href="mailto:morozco@vcu.edu">morozco@vcu.edu</a>
Partnership Dates	2017 - present
Description of Services Provided	Noodle Partners is especially proud to have been selected by VCU as its online provider of choice. We anticipate launching three online programs in 2018, and the University has indicated that it may launch up to 20 in the next five years.

## 7. SWaM

Noodle Partners is committed to UVA's goal to create opportunities for small, women-and minority-owned businesses. We look forward to reporting on our success in this area on your behalf through quarterly subcontracting reports. As a side note, but of importance, Virginia Commonwealth University received the same information we share below, and VCU opted to work with Noodle Partners.

Noodle Partners will utilize SWaM businesses for approximately 40% of the total contract amount. Below, please find information on some of the SWaM businesses we propose bringing to a future partnership with UVA.

### [Full Potential Solutions](#)

Minority Owned

Recruitment, Enrollment, and Technical Support

Full Potential Solutions (FPS) is a new kind of performance-based outsourcing firm that puts culture and employees first, based on the belief that happy, fulfilled teams accomplish great things.

FPS develops comprehensive multichannel solutions for our clients to drive breakthrough business results. With a focus on increasing customer lifetime value and reducing acquisition costs, FPS couples the best people with proprietary analytics and technology to maximize efficiency and productivity. FPS develops and implements programs leveraging voice, email and chat, direct mail, and analytics to improve and optimize student acquisition, lead generation, student care, retention, and tech support. In its work with Noodle Partners, FPS provides enrollment agents and technical helpdesk support.

### [eLearning Innovation](#)

Woman Owned

Instructional Design

In collaboration with Noodle Partners, eLearning Innovation will work alongside UVA's academic team, faculty, and subject matter experts to create academically rigorous learning that aligns with your course objectives. They'll recommend approaches for

authentic assessment and activities that scaffold learning. They will design problem-based learning experiences that promote active learning and the development of critical-thinking skills. If future UVA programs or courses involve blended learning, they can recommend tools and approaches for maximizing student learning experiences on-ground and online.

### **Genius Produced**

Woman Owned

Instructional Design and Video Production

Genius Produced is an award-winning, full-service production company based in Burbank, CA. Founded by K. Rocco Shields. The company represents a diverse collective of award-winning filmmakers with over 10 years' experience in creating short-form digital media with a special emphasis in engaging online educational content.

Shields is an expert in developing online education. She takes a highly personal approach to working with educators and their courses to translate their brick-and-mortar education style into award-winning video solutions that enhance their students' online learning experience. She does this by working with Hollywood film and television professionals who bring their talents and know-how to integrate a true Hollywood aesthetic into educational videos.

In its work with Noodle Partners, Genius Produced serves as the Creative Director for all course builds, directing all video and multimedia projects.

### **Stay in the Game**

Woman Owned

Placement and Financial Processing

Stay in the Game is working to solve an important social need to see educated and motivated women more adequately represented in the corporate world. By offering flexible and remote work options, women with extensive experience and advanced degrees no longer have to struggle to re-enter the workforce because of employment gaps on their resumes. Stay in the Game provides an opportunity for this underutilized pool of talent. Stay in the Game is the only end-to-end architecture that exists for this underutilized talent pool.

## InSource Services Group

Small Business

Student Services and Retention Counseling

InSource Services Group (ISG) provides student services and retention counseling. ISG's personalized approach to service enables it to combine proactive and reactive student support, which enhances the student experience and, thus, improves retention at the lowest possible cost.

### 8. Signed Contracts

1. American University
2. Claremont Graduate University
3. New York University
4. Tulane University
5. Virginia Commonwealth University
6. Wake Forest University

### 9. VASCUPP

As noted elsewhere in this proposal, Noodle Partners has been chosen by Virginia Commonwealth University as its online program provider of choice. We are very early in the process of determining which programs to take online, however, so we are unable to determine our annual sales with VCU. Otherwise, Noodle Partners does not have a relationship with any other VASCUPP institution.

Attachment 2

**Firm Information**

**Full Legal Name (*Company name as it appears with its Federal Taxpayer Number*):**

Noodle Partners, Inc.

Address: 860 Broadway, New York, NY 10003

Telephone Number: (877) 724-9666

Web Address: <https://www.noodle-partners.com/>

Email Address: info@noodle.com

DUNS Number: **080574071**

**SWAM Information:**

Is the firm certified with the Commonwealth of Virginia's Department of Small Business & Supplier Diversity (SBSD): No

Minority-Owned Business: No

Women-Owned Business: No

Small-Owned Business: No

Is the firm registered as a vendor in the Commonwealth of Virginia's e-procurement system (eVA)? Yes. Our # is VS0000235916.

**Point of Contact for this Response:**

Name: Keri Hoyt

Address: 860 Broadway, New York, NY 10003

Office No. (877) 724-9666      Mobile No. (917) 881-9295

FAX No.

Email Address: khoyt@noodle.com

January 29, 2018

Steve Heldreth  
Procurement & Supplier Diversity Services  
University of Virginia  
*Via E-mail*

Dear Steve:

Keri, Melora, and Stephen join me in thanking you and the members of the committee for a positive and exciting meeting on Thursday, January 25, 2018. In the following pages, we document the questions we heard from committee members and provide our responses. We would be happy to elaborate on any of our responses as deemed necessary and appropriate.

We've also addressed two outstanding administrative issues by noting our agreement with the Mandatory Contractual Provisions in the RFP (see #15 below) and also beginning the registration process via the Vendor Registration Form. We're also attaching the completed Corporate Accessibility Questionnaire and attaching the PowerPoint deck we shared on the 25th.

We are honored to have been selected as a finalist to provide online program management services at the University of Virginia, just as we're honored to have been selected by Virginia Commonwealth University as its OPM of choice. We are committed to improving the quality of higher education while lowering costs, and we hope to have the opportunity to work with UVA in the near future.

Again, thanks for your time and interest in Noodle Partners, and please let me know if we can provide any further information.

Very best,



Scott H. Levine, PhD  
Senior Vice President of University Relations  
Noodle Partners  
T. 404.217.1322  
E. slevine@noodle.com

Att: Corporate Accessibility Questionnaire, Deck from 01/25/18 presentation

*1. Are you less expensive because you outsource?*

In a word, yes. Our unique business model brings the quality of the best OPM firm at a dramatically lower cost. By outsourcing the day-to-day work in functional areas including digital marketing, recruitment, instructional design, and student support, we tap into the nation's best experts. In so doing, we eliminate internal costs to recruit, hire, train, and retain great employees. Similarly, we are able to control our own overhead costs (salaries, office space, training) by going directly to our ecosystem of pre-vetted providers. This novel approach is made possible by the \$12 billion invested in educational technology in the past decade and, we believe, represents the future of building world-class online and hybrid programs.

It's important to note that our lower cost doesn't come at the expense of quality. To the contrary, our quality is stronger because we're tapping into the best providers and their expertise. We note that Virginia Commonwealth University chose to work with Noodle Partners over seven competitors because leaders there were convinced that our business model makes sound financial sense for the institution.

*2. How do you manage quality given your model of outsourcing services?*

While we do, as noted above, bring in services from the country's best providers in key service areas, these providers are heavily managed by our deeply experienced senior leadership team. For instance, Dr. Melora Sundt, whom you met on the 25th, plays an integral role in managing the instructional design vendors in our ecosystem. Similarly, Jarrod Jordan oversees all marketing providers, and Dr. Jaimie Hoffman oversees student support.

We closely manage each of the outsourced service providers against predetermined performance metrics that are an inherent component of the provider vetting process -- they agree to this process as a condition of working with us. The monitoring allows us to identify and address any lapse in performance quickly and, as needed, to make changes immediately. For instance, a recruitment/call center firm was found to be insufficient last year, and we were quick to replace this provider with another from our ecosystem.

Each of our university partners, including, most recently, Virginia Commonwealth University, has realized that by capitalizing on best-in-class providers, we draw on the expertise of hundreds of

experts in core service areas of marketing, recruitment, instructional design, and student support. Coupled with our deep experience in higher education and day-to-day management of external providers, we have created a unique model that boosts quality while lowering costs.

*3. Who is our main point of contact?*

In addition to the senior leadership, Noodle Partners is committed to providing local day-to-day management over our partnership with UVA via a locally based general manager (GM). The GM is the main point of contact and will devote her/his time to ensuring the smooth flow of information between UVA, the providers, and Noodle Partners. Since we have just begun our partnership with Virginia Commonwealth University, just 75 miles from Charlottesville, we envision hiring a GM who can service both institutions. As noted in our proposal, we envision multiple synergies and efficiencies as a result of this arrangement.

The GM will be an integral part of a partnership between UVA and Noodle Partners, supported by our senior leadership and launch teams. At Tulane University, the GM is so integrated into the partnership that she's getting office space on campus--not a requirement, of course, but a sign of the depth of the relationship.

*4. Is the rubric standardized, or is it different across programs? We ask because the needs of each program are unique and we need to make sure you respect and appreciate that uniqueness and don't approach this as a cookie-cutter approach.*

There is no set template or blueprint that all courses must conform to. The rubric we shared was about the elements of great online learning, but is easily adaptable to each academic program and, importantly, the faculty members in each program. We approach each program as unique, with unique goals, expected learning outcomes, length, structure, and delivery approach. At the outset, we'll conduct an in-depth discovery process to learn from the faculty their expectations and hopes for the program and use that information to design the program collaboratively with faculty to their specifications. There are no "cookie cutters" or "required" elements other than what the University determines it wants.

In addition, because each program is unique, as are its faculty members, our instructional design team will work with each professor to customize her course in ways she finds comfortable. The overarching goal is to build high-quality online programs that serve students well and encourage them to persist and graduate.

*5. How does Noodle Partners ensure longevity and consistency with its outsourcing model?*

Our CEO, John Katzman, has built a leadership team with dozens of years of experience in the online space. We are teachers, technologists, professors, administrators, product experts and, above all else, educators. This team is dedicated to academe, and we're all proud to play a role in improving higher education while lowering costs for universities and their students. Additionally, we're constantly curating an ecosystem of the best providers in the industry. Since each provider brings its own level of experience with, and dedication to, great online programs and technologies, our outsourcing model ensures a high level of quality and consistency in the face of potential departures. What's more, we've engineered a level of redundancy into our training so that launch managers, the general manager, and senior leaders all understand each role ad how to get our programs running and thriving.

*6. How will Noodle Partners address the multiple learning management systems that are a result of UVA's decentralized organizational makeup?*

Because we import the expertise of best-in-class providers in core service areas, Noodle Partners has a level of flexibility heretofore unseen in the online program management landscape. We currently work with university partners using Blackboard, Canvas, D2L, Moodle, and Sakai, and can call on specific ID firms to best suit each systems uniquenesses. This stands in marked contrast to most traditional OPM firms, which either demand that the university use a specific LMS or, in at least one case, cede control of learning management to use a proprietary LMS that cannot be replicated should a contract expire.

*7. What is the relationship between 2U and Noodle Partners?*

Our leadership team has experience at numerous companies and universities, including Academic Partnerships, Pearson, HotChalk, *The Princeton Review*, and 2U. Our founder and CEO, John Katzman, also founded 2U, and we have made some strategic hires from that firm. But nobody on our team has any relationship with 2U now.

*8. What happens when Noodle Partners works with a competing program?*

It is almost inevitable that an Online Program Management firm will work with more than one version of an academic program, historically a challenge when viewed through a competitive

lens. Here again, our ecosystem of multiple providers works to UVA's (and Noodle Partners') advantage: we have a wide array of firms to tap to ensure that, for instance, no marketing company is designing digital assets and SEO strategies for competing programs. For enrollment management, if using the same call center, we'll ensure that each program at each university, not to mention across universities, has its own unique team, with no crossover whatsoever. This approach is why we can work with online Master of Social Work programs at Tulane and Virginia Commonwealth Universities in a way that is comfortable for both institutions. We allow no duplication of providers across programs that view themselves as competitors.

*9. What's the special sauce for online programs at UVA, and how does Noodle identify it? For instance, how would Noodle Partners transfer UVA's history and tradition into online courses?*

Every university is unique, yet they all share a common goal of providing high-quality education for their students. Through the discovery phase that kicks off each program, we learn what makes a program unique and infuse that uniqueness into every course, microsite, enrollment advisor script, and technology integration. For instance, American University's School of Education honors its home in Washington, DC by injecting a policy emphasis into its programming. Tulane, by contrast, has an institution-wide focus on disaster relief, which is emphasized in not only our online MSW, but forthcoming programs in cybersecurity and IT management.

For each UVA program we work with, we'll interview faculty, administrators, and existing students to understand why they associate with the University and what makes it unique. For example, we know that UVA has a centuries-long tradition of student self-governance, as reflected in the Honor Code and Honor Committee. We look forward to working with UVA to support the same values online. We'll weave these threads into a compelling story that sets UVA's data science program apart from its competitors and draws prospective students to the program. And by bolstering the social elements of the LMS (varied, depending on school/college within UVA), we'll foster community between students and faculty.

*10. How does the pricing work?*

Undergirding our goal of building high-quality online programming is the larger goal of lowering the cost of higher education. For this reason, our fees are low, simple, and a fraction of a traditional OPM firm. We have a three-tiered pricing model:

- \$12,000/month University Fee--this is the same no matter how many programs we launch
- \$6,000/month Program Fee--each additional program incurs this fee
- Variable Per/Credit Hour Fee--sliding scale, starting at \$68 and decreasing to \$4 as enrollments increase across all UVA programs on which Noodle Partners works

These are the only fees that go to Noodle Partners. The external providers we bring to each UVA program have committed to charge most-favored-nation pricing, and we serve as a pass-through to simplify invoicing and payment functionality. We will build a per-program pro forma to clearly outline the costs of each program.

*11. What is your experience designing programs: Hybrid, residential, asynchronous/synchronous?*

Our in-house learning team, as well as the outsourced providers in our ecosystem, have built creative, compelling courses for a wide array of delivery modalities. We see the descriptors listed above as design elements occurring on two continua:

- (a) learning engaged in outside of a formal class (asynchronous) to learning engaged within a formal class setting (synchronous); and
- (b) learning facilitated completely online to learning facilitated completely on campus.

We help faculty identify the “sweet spot” for each program, and even each course, based on the learning goals, institutional expectations and any logistical constraints (such as space or budget) for the program. We will faculty optimize these structural considerations to reach their program’s goals. We’re always mindful of the needs of adult learners for high quality and convenience, and encourage our university partners to take this into consideration when building courses.

We also believe in the learning and community building benefits of immersive sessions interspersed throughout a program, and welcome the chance to influence UVA’s online graduate programs in this manner. For instance, we’re currently helping design the online curriculum for a graduate degree at Wake Forest University to capitalize on the social and pedagogical value of an immersion that will take place at the end of the first term. In addition to giving students the opportunity to meet once they’ve been virtual classmates, this session will set the stage for the rest of the program.

*12. How would Noodle Partners sell its unique proposition to UVA's Board of Visitors?*

We'd welcome the chance to meet with the Board of Visitors at any time. And we'd love to discuss why Virginia Commonwealth University's senior leadership team, including President Rao and Provost Hackett selected Noodle Partners over seven competitors to help achieve the University's goal of building a suite of compelling online programs. If given the opportunity to do so, we would emphasize our:

- Agility
- Cost savings without forsaking quality
- Dedication to meeting students' needs
- Personalization of learning in keeping with the UVA brand

*13. Can you comment on how Noodle Partners' unique business model addresses SWaM?*

Our Product Development team is always seeking, vetting, and in only a small number of cases, accepting external providers to join our exclusive ecosystem of providers. There are dozens of criteria upon which we invite new providers, one of which is the ownership status. As noted in our proposal, four of the top providers in our ecosystem--Full Potential Solutions, eLearning Innovation, Genius Produced, and Stay in the Game--are SWaM companies. We're proud of this level of diversity, and will continue to build an ecosystem of providers that bring different perspectives to improving higher education.

*14. How does Noodle Partners protect UVA's data and honor its brand standards?*

We rigorously protect the data of each of our university partners, as do the providers in our ecosystem. In fact, data protection is a legal requirement as well as a moral responsibility, and we take it very seriously. Because Noodle Partners will leverage many of UVA's existing systems (e.g., LMS, SIS), we are in lockstep with UVA's existing security parameters and will exact the same level of rigor the University demands.

During the discovery process, we'll meet with UVA's in-house marketing team to understand the University's brand standards and visual identity program. The general manager dedicated to UVA will serve as the frontline assurance that all marketing efforts comply with these standards, including reviewing all digital assets and outbound marketing efforts.

*15. Does Noodle Partners agree with the Mandatory Contractual Provisions noted in the RFP?*

Noodle Partners has reviewed and agrees to abide by the provisions noted in the original RFP and listed at <http://www.procurement.virginia.edu/main/publicpostings/rfp/mandatoryprovisions.pdf>.

In addition, we have completed the Vendor Registration Form listed at

<https://www.procurement.virginia.edu/pagevendorregistrationform>.

# Corporate Accessibility Questionnaire

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**Name of company:** Noodle Partners

**Date of completion:** January 29, 2018

**Name of person providing requested information:** Keri Hoyt

**Title:** President, Noodle Partners

**Direct email:** khoyt@noodle.com

**Direct phone number:** 917.881.9295

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The University seeks to understand the overall emphasis each of our vendors place on the accessibility of their products/services. A corporation's culture is an indicator of this commitment. It is understood the goal to provide an accessible experience to the users of the product(s) under consideration requires collaboration between the vendor and the University. Your answers will assist in determining the overall effort each party will need to assume to reach this goal.

Please provide the requested information. Feel free to add additional information that will help our team understand your commitment to accessibility.

1. *Provide your company's policy or Corporate Accessibility Statement regarding accessibility. Is this policy readily available on your corporate website?*

The following content is placed on Noodle Partners' website:

"Noodle courses align with the [Universal Design for Learning Principles](#) to ensure that all individuals have equal opportunities to learn. All courses and course materials designed or built by Noodle Partners (and our providers) are compliant with [Section 508 of the Rehabilitation Act of 1973](#). The principles are woven into subject matter expert (SME) and faculty orientations and into informal conversations with faculty during the course build process. As a system of checks and balances, instructional designers (IDs) identify which principles of UDL are being employed in each course build element by notating this on a course blueprint. IDs also run accessibility checks of courses before they are deployed. Additionally, all providers that partner with Noodle Partners and all products Noodle Partners uses must have a Voluntary Product Accessibility Template (VPAT) which evaluates how accessible the product is according to 508 standards. Please see [ADA Compliance for Online Course Design](#) for additional information."

In addition, we make the following contractual requirements of our providers: “Provider shall create, develop, and deliver Provider Services and shall coordinate with Noodle to ensure that Noodle Services are accessible and that reasonable accommodations are made according to industry standard and in compliance with applicable law including, but not limited to, the Americans with Disabilities Act and Sections 504 and 508 of the Rehabilitation Act. To this end, Provider shall (i) develop and provide the Provider Services in reasonable compliance with the Web Content Accessibility Guidelines (“WCAG”) 2.0, level AA developed by the World Wide Web Consortium (“W3C”), or any other accessibility standards developed in the future that the parties mutually identify as applicable, whichever affords greater accessibility standards for students, and (ii) to use reasonable efforts to respond and resolve any identified accessibility compliance issue. Provider will immediately notify Noodle of any requests for accommodation received by Provider related to Provider Services, Noodle Services or any Program.”.

The following document is also shared with [instructional design firms](#) to add further clarity to our expectations.

2. *Who in your company is responsible for the accessibility policy directly impacting the corporate digital environment and compliance to this policy (provide direct contact information)?*

Keri Hoyt, President, Noodle Partners (see above for contact information)

3. *Do you have an accessibility function or team responsible for technical development? Describe its staffing and role in your organization (provide direct contact information for the team lead).*

Accessibility is a collaborative function driven by the Product (Technology) Team in consultation with the Student Affairs and Learning teams. We employ special consultants with expertise in assistive technology and accessibility to help guide our efforts. The team lead is Katie Kurtz, Chief Product Officer ([kkurtz@noodle.com](mailto:kkurtz@noodle.com)).

4. *How does your company achieve compliance with accessibility standards within your corporate environment and which standards are you following?*

The same team described in item 3 cross references company resources to ensure accessibility standards are met. We follow the same standards described in item 1.

5. *Describe the testing protocols you use to assess the accessibility of the product/service under consideration by UVA. Please describe how assistive technologies are used in this assessment process.*

All instructional designers perform a course audit to assess the universal design principles built into courses. This audit includes utilizing a voice-to-text program to check the accessibility of learning resources. When considering new technologies for inclusion in course designs, the Product (tech) development team ensures that the company provides us with confirmation that they are in compliance with the Web Content Accessibility Guidelines (“WCAG”) 2.0, level AA

developed by the World Wide Web Consortium (“W3C”) and test the product to ensure compliance and accessibility.

6. *Do you enlist individuals who rely on assistive technologies in their daily lives in your testing protocols and feedback processes?*

We employ consultant services for the purposes of designing assistive technologies and testing those technologies throughout the process of design, development, deployment, and consistent improvement once live (inclusive of having individuals who rely on assistive technologies in their daily lives).

7. *Can you provide live or pre-recorded demonstrations of the accessibility of your product/service? This will be a requirement if you are selected as a finalist.*

Yes, we can demonstrate our learning environment and the various technologies used to deliver the synchronous and asynchronous learning experience.

8. *How do you assure that you keep your product current with changing legal requirements and accessibility best practices?*

We work with a consultant with expertise in this changing legal environment to help our team remain current. We evaluate our course development processes every 4-5 months, as we build new programs for multiple university partners. Any new requirements and/or best practices are internalized and retrofitted in a process of continuous course improvements, no less than annually.

9. *Do you have a roadmap in place for accessibility and how does this roadmap intersect with the general product/service development roadmaps? What are your goals/milestones? This will be required if you are selected as a finalist.*

We utilize both an internal Instructional Design rubric which integrates accessibility as a standard, and conform to the OSCQR course design review scorecard, both of which stress ensuring accessibility. The rubric is reviewed on a biennial basis to ensure it is current with changing legalities and best practices. Every course is assessed every term with the rubric, facilitating a cycle of continuous improvement.

10. *Can you provide documentation (i.e. VPAT 2.0 based on current 508 standards) stating the level compliance with current standards, namely WCAG 2.0 and/or Section 508, pertaining to the specific product(s) under consideration? Current documentation completed by an agreed upon third party will be required if you are selected as a finalist.*

We require all providers (e.g. technology tools and platforms) with whom we contract to submit a VPAT and can provide these upon request.

# Building a Great Online Presence at UVA

## Noodle Partners' Response

Stephen Green, Keri Hoyt, Scott Levine, Melora Sundt

January 25, 2018

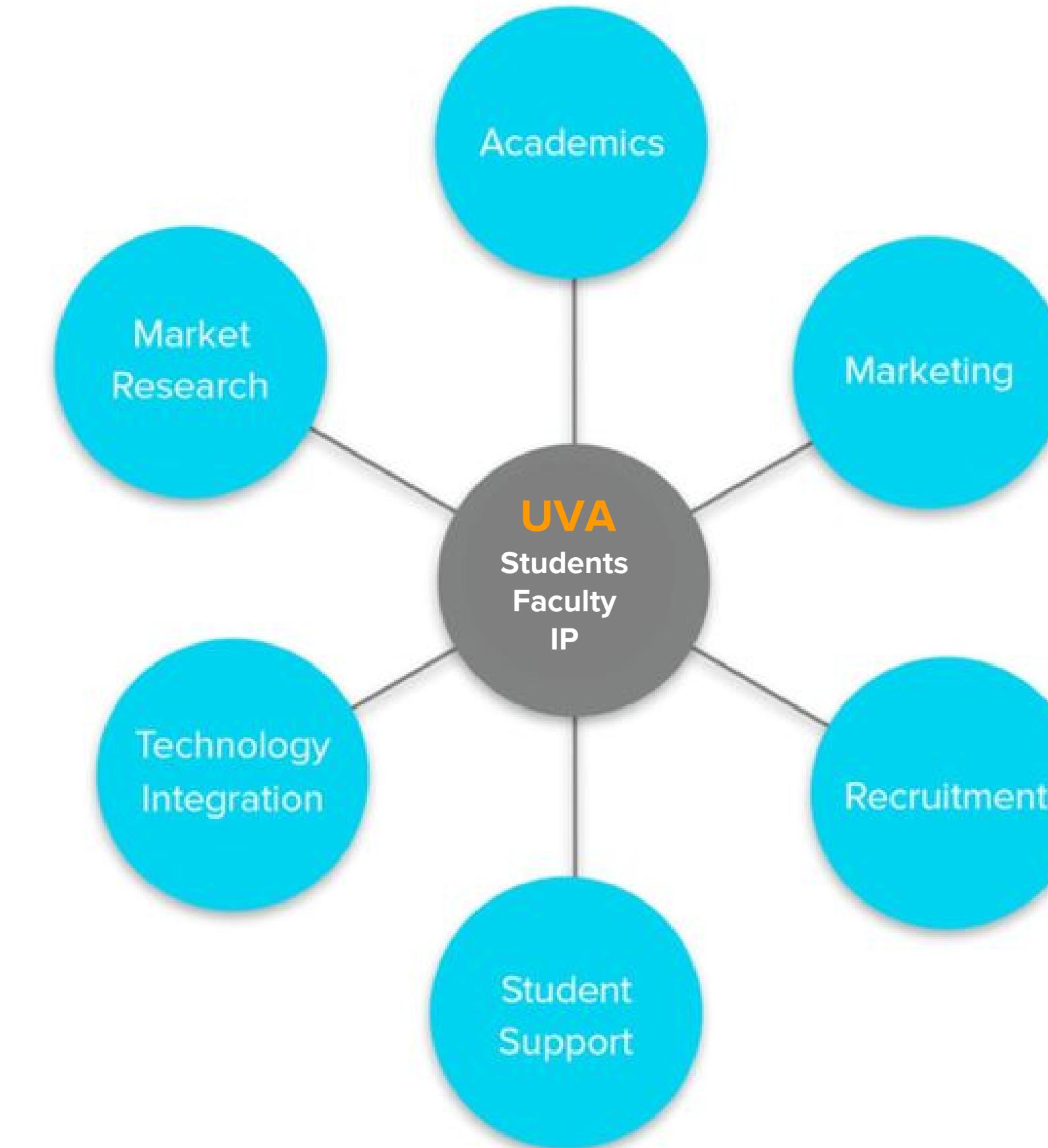
# Noodle Partners: A Better Way to Grow Online

- Lower the cost of higher ed: ½ the cost of OPMs
- Agile—Only use the services you need
- Transparent—Full insight into spend
- Alignment—UVA’s goals are our goals
- Analytics—See your own data in real time
- Best-in-class providers
- Local/regional General Manager

“Our agreement with Noodle Partners will make our outstanding programs more easily accessible to students... we are creating greater value for our students and are eager to begin this new chapter in the storied history of Tulane.”

- *Rick Matasar, SVP for Institutional Effectiveness, Tulane University*

# Core Service Areas



## 1. Academics

The purpose of this course is to introduce theories of big data.

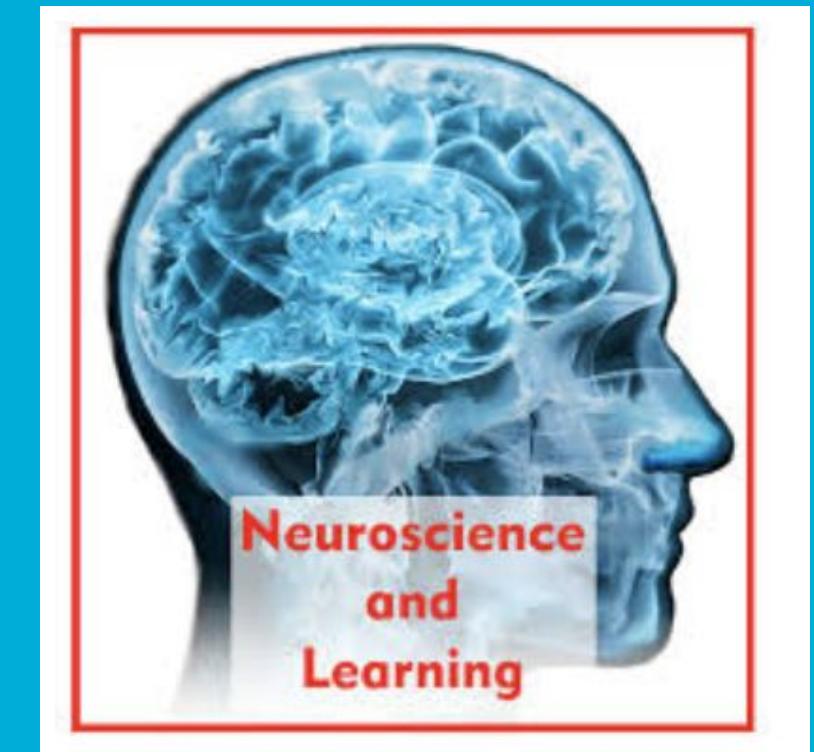
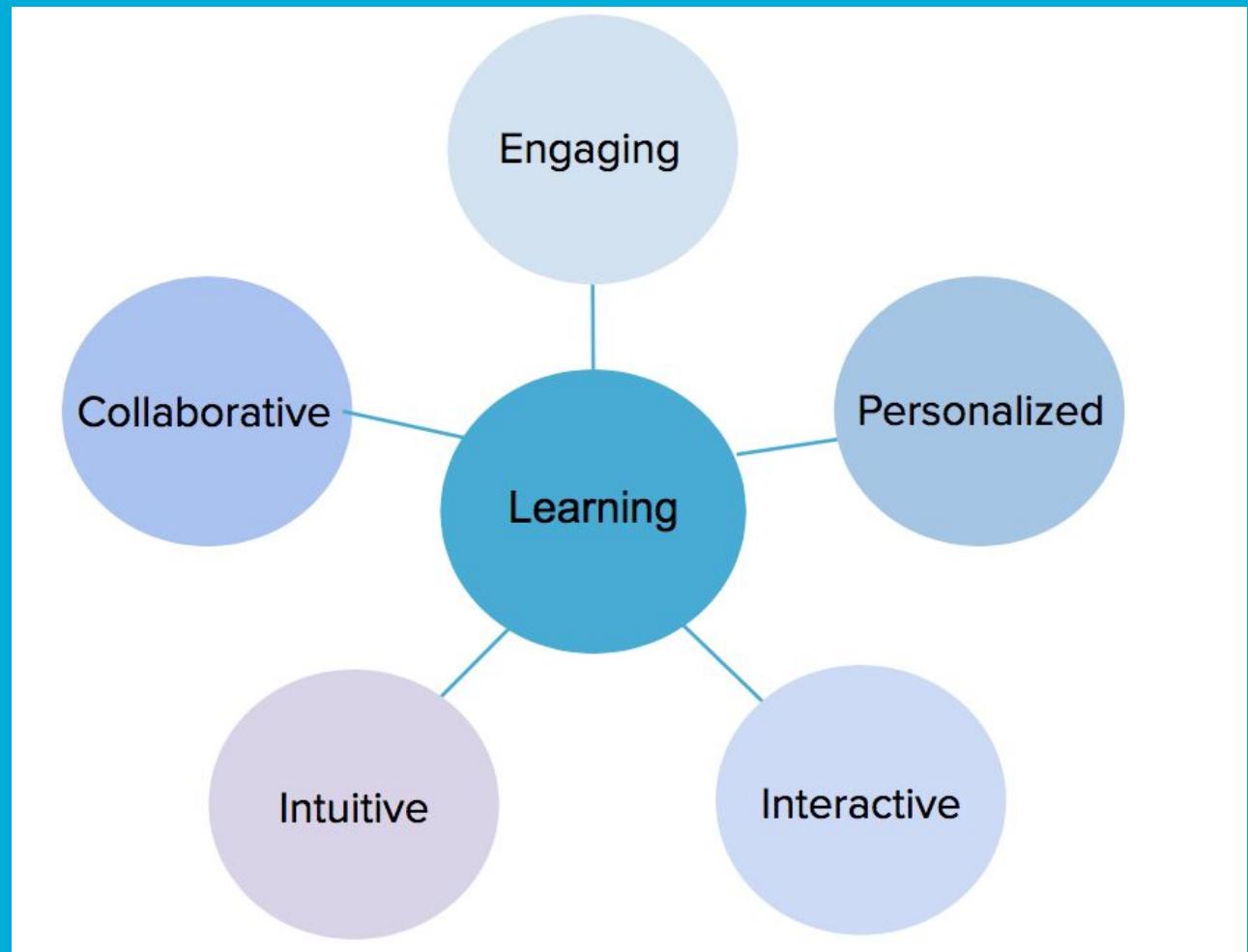


The usual text

Traditional Introduction

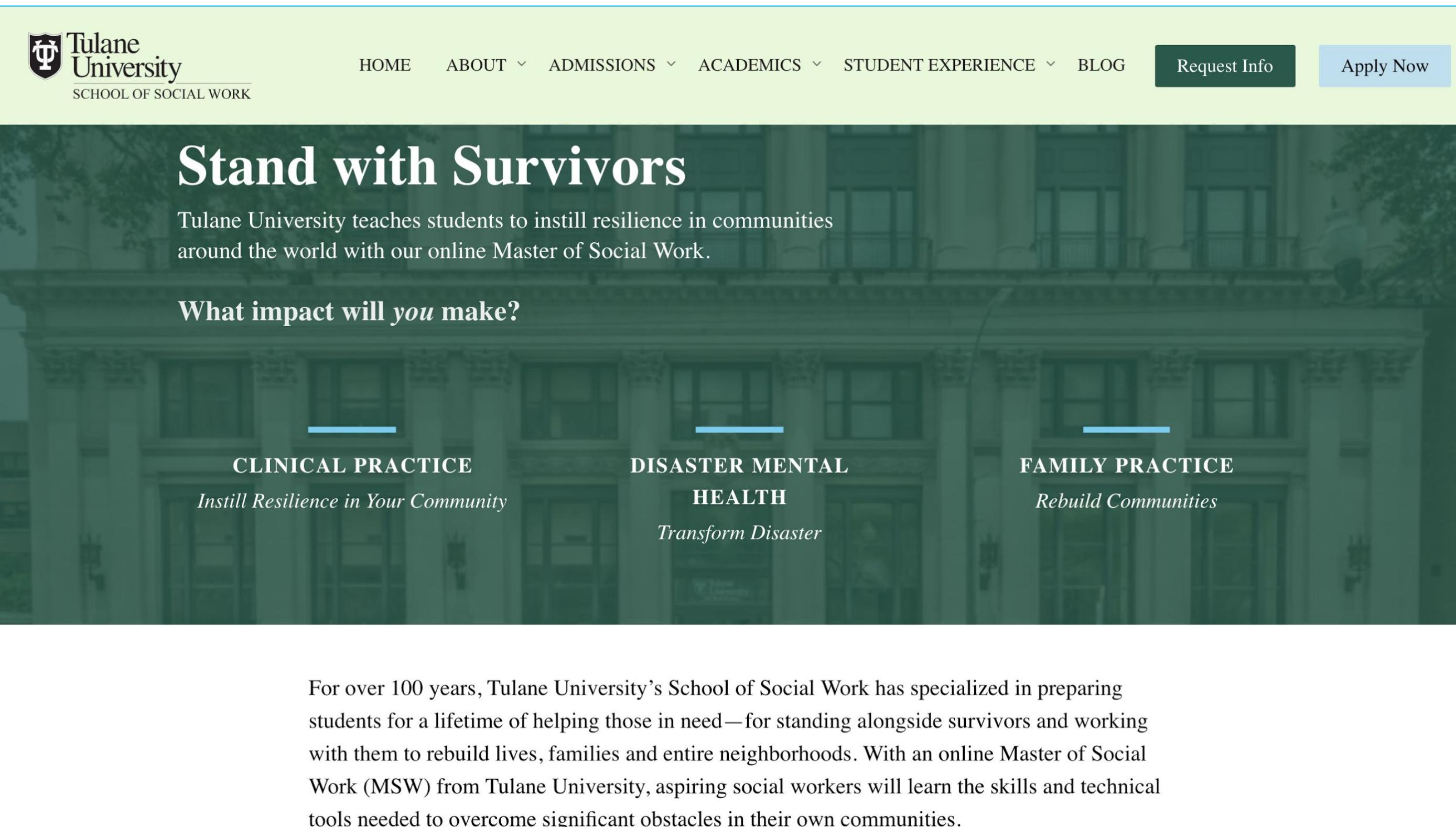


"The Hook"



N

# Marketing: Tulane MSW



The screenshot shows the homepage of the Tulane University School of Social Work website. At the top, there is a navigation bar with links for HOME, ABOUT, ADMISSIONS, ACADEMICS, STUDENT EXPERIENCE, BLOG, Request Info, and Apply Now. The main heading "Stand with Survivors" is displayed prominently. Below it, a sub-headline states: "Tulane University teaches students to instill resilience in communities around the world with our online Master of Social Work." A call-to-action "What impact will you make?" is followed by three service offerings: CLINICAL PRACTICE (Instill Resilience in Your Community), DISASTER MENTAL HEALTH (Transform Disaster), and FAMILY PRACTICE (Rebuild Communities). A descriptive paragraph at the bottom explains the program's history and focus on preparing students for a lifetime of helping those in need.

**Tulane University**  
SCHOOL OF SOCIAL WORK

HOME    ABOUT ▾    ADMISSIONS ▾    ACADEMICS ▾    STUDENT EXPERIENCE ▾    BLOG    Request Info    Apply Now

## Stand with Survivors

Tulane University teaches students to instill resilience in communities around the world with our online Master of Social Work.

What impact will *you* make?

**CLINICAL PRACTICE**  
*Instill Resilience in Your Community*

**DISASTER MENTAL HEALTH**  
*Transform Disaster*

**FAMILY PRACTICE**  
*Rebuild Communities*

For over 100 years, Tulane University's School of Social Work has specialized in preparing students for a lifetime of helping those in need—for standing alongside survivors and working with them to rebuild lives, families and entire neighborhoods. With an online Master of Social Work (MSW) from Tulane University, aspiring social workers will learn the skills and technical tools needed to overcome significant obstacles in their own communities.



# Marketing: Wake Forest Business Analytics

The image shows a screenshot of the Wake Forest University School of Business website for the Master of Science in Business Analytics (MSBA) program. The header features the Wake Forest University logo and the text "MASTERS in BUSINESS ANALYTICS Online". The navigation bar includes links for Home, Program Overview, Curriculum, Admissions, Program Leadership, Request Info, and Apply Now. A sidebar on the left provides links for Program Eligibility, Application Process, and Tuition & Financial Aid. The main content area features a large image of a modern building at night, with text overlaying it: "Introducing the Master of Science in Business Analytics from top-ranked Wake Forest University School of Business, now offered online for working professionals." Below this, a subtext reads: "Learn more about this program and how to become part of the inaugural class this summer." To the right, a "Program Details" section lists the Term Start Date (May 23, 2018), Application Deadline (April 23, 2018), Enrollment Deadline (May 9, 2018), and Program Length (24 Months, 2 courses per term, 36 Credits). A "Request Info" button is located at the bottom of this section. At the very bottom of the page, there is a footer with a link to the admissions page: <https://onlinebusiness.wfu.edu/admissions>.

**Shaping Tomorrow's Business Decisions with Data**

The Master of Science in Business Analytics degree (MSBA) at the Wake Forest University School of Business, designed to develop the leaders of tomorrow, is now offered online for working professionals. Business Analytics opportunities are numerous as major organizations adopt data-driven, technology-focused strategies across nearly every industry. In the MSBA program, you will learn advanced methodologies to apply analytics to business challenges across a range of functions throughout the organization.

Designed for working professional students with two or more years of post-graduate, professional work experience, the curriculum of the MSBA program delivered online will prepare students to identify business challenges that can be solved using data, leverage data to find solutions to business challenges, and influence their organizations by telling the story of how insightful analysis will solve challenges.



# Marketing: American University Education Suite

The image shows the homepage of the American University School of Education. At the top left is the logo 'SCHOOL of EDUCATION AMERICAN UNIVERSITY • WASHINGTON, DC'. The top right features a navigation bar with links: Home, About, Programs, Admissions, Student Experience, Blog, Request Info (in a red box), and Apply Now. A large banner below the navigation bar displays five close-up portraits of diverse individuals (three women and two men) smiling. Overlaid on the banner is the text 'Learn to Make a Difference' in white. A dropdown menu is visible on the right side of the banner, listing 'Teaching', 'Special Education', and 'Education Policy/Leadership'.

Building a better future starts in the classroom. The [online master's degree programs](#) from American University's School of Education are designed to prepare you to teach the next generation of difference makers. Since its founding, American University has held the belief that a better society and a stronger democracy come from a citizenry with equal access to an excellent education. We know that this better society starts with you.

The image displays three promotional cards for online master's degree programs:

- Master of Education in Education Policy and Leadership** (Icon: person with a flag): Gain the knowledge and skills in policy, leadership, law, economics, and research to transform schools and school systems.
- Master of Arts in Teaching** (Icon: apple): Inspire the next generation of students to solve society's biggest problems.
- Master of Arts in Special Education: Learning Disabilities** (Icon: person with a brain): Learn to apply knowledge and skills of evidence-based practice and neurodevelopment to support all learners.

<https://soeonline.american.edu/online-education-programs>

# Recruitment: What Gets Measured Gets Improved

Prospect Performance	Conversion	Spring 2018 Performance	High Level Notes
Quality Rate	89%	App Start Rate	25%
Reach Rate	100%	App Submit Rates	14%
Contact Rate	41%	App Complete Rate	58%
% of Warm Prospects	65%	Admit Rate	45%
Talk-Time	2 hours/day	Deposit Rate	N/A
Dials	75 dials/day	Overall Yield	N/A

Sample Noodle Partners Data Tracking



# Student Support: In Real Time, Proactive

Noodle University

MS in Information Systems & Technology MA in Business Analytics MA in Program Evaluation IST 302 Databases & Big Data Fall 2018 ▾

**Learning** Last Updated: 11/7/2017 6:10:32 PM EST

**Academics**

**Course Grade Distribution**

**Student Grades**

Student	Grade	14 Day Δ
Student A	72%	+ 1%
Student B	82%	+ 7%

**Engagement**

**Synchronous Attendance**

Date	Attendance (%)	Change (%)
May 1	80%	—
May 8	85%	+6%
May 15	78%	-8%

**Course Activity by Date**

**Student Engagement Time**

Student	Last Login	Avg Visit
Student A	12 days	15 mins
Student B	10 days	20 mins
Student C	8 days	8 mins

**Support all courses**

**Ticket Categories**

Category	% of all Tix	Median Time to Resolve
Password	35%	1 day
Zoom Audio	10%	3 days
Assignment Upload	5%	2 days

**Responsiveness**

Average Time to First Ticket Reply

**35 Minutes**

- 2 minutes week over week

**Satisfaction**

Average Net Promoter Score on Ticket Resolution

**4.1 out of 5**

+ .1 week over week

**Open Tickets**

Student	Tickets
Student A	3 tickets
Student B	1 ticket
Student C	1 ticket

**Marketing**

**Enrollment**

**Learning**

**Retention**

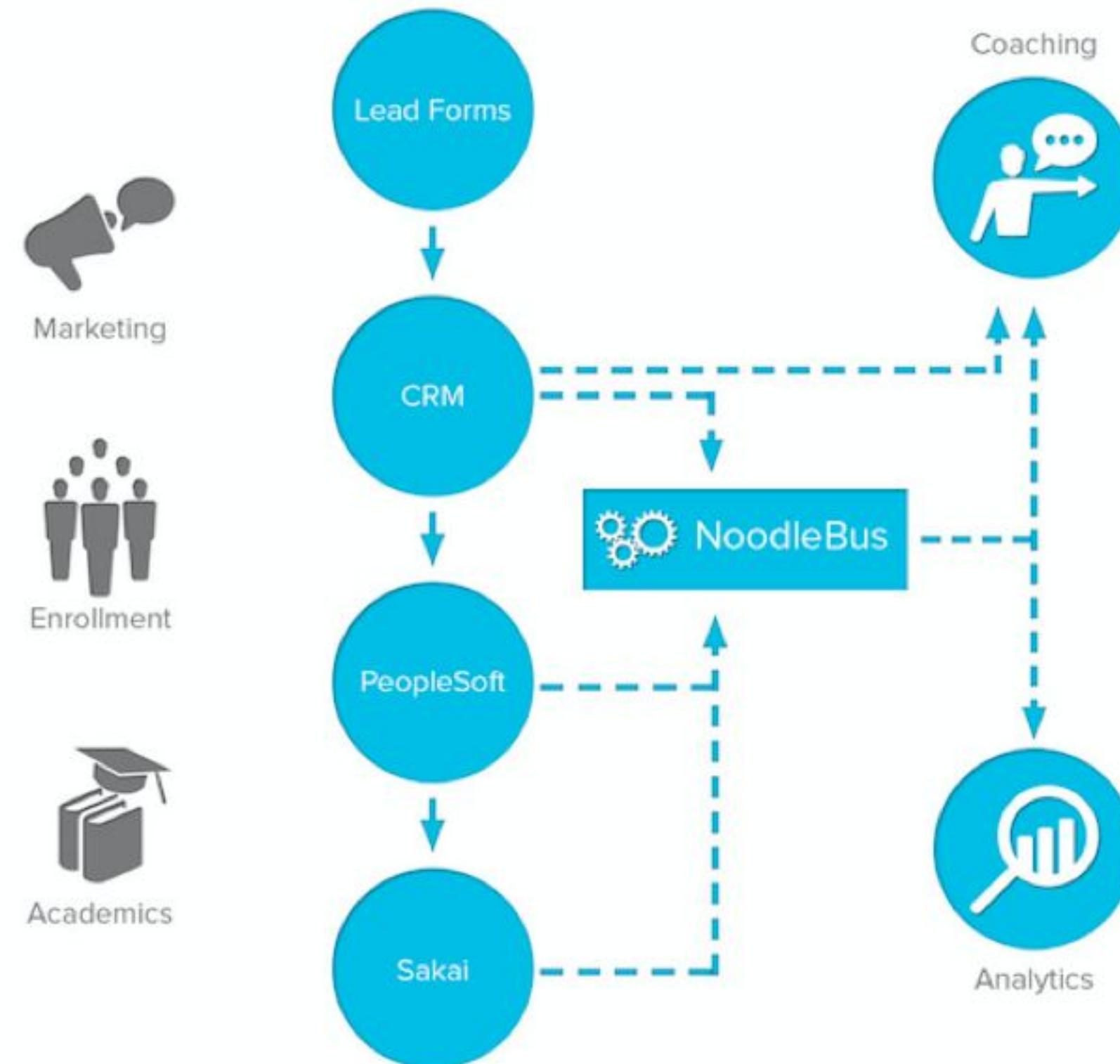
**Placement**

**Providers**

**Admin**



# Technology Integration

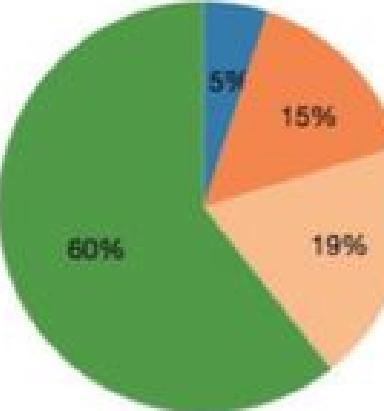


# Data Analytics-Marketing

Marketing 

Last Updated : 8/14/2017 7:24:27 PM EDT

Inquiries by Channel  
Total Inquiries : 407



Time Frame : Last 30 days

Channel	Inquiries	Spend	Cost per Inquiry	Started Application	Cost per Application
Organic	21	\$0	\$0	2	0
Other	1	\$0	\$0	0	0
Paid Oth/Disp/Remktg	63	\$10,065	\$159	3	\$3,355
Paid Search	76	\$24,018	\$316	2	\$12,009
Paid Social	246	\$43,549	\$177	12	\$3,629
Total	407	\$77,632	\$191	19	\$4,086

Campaign Level Analysis

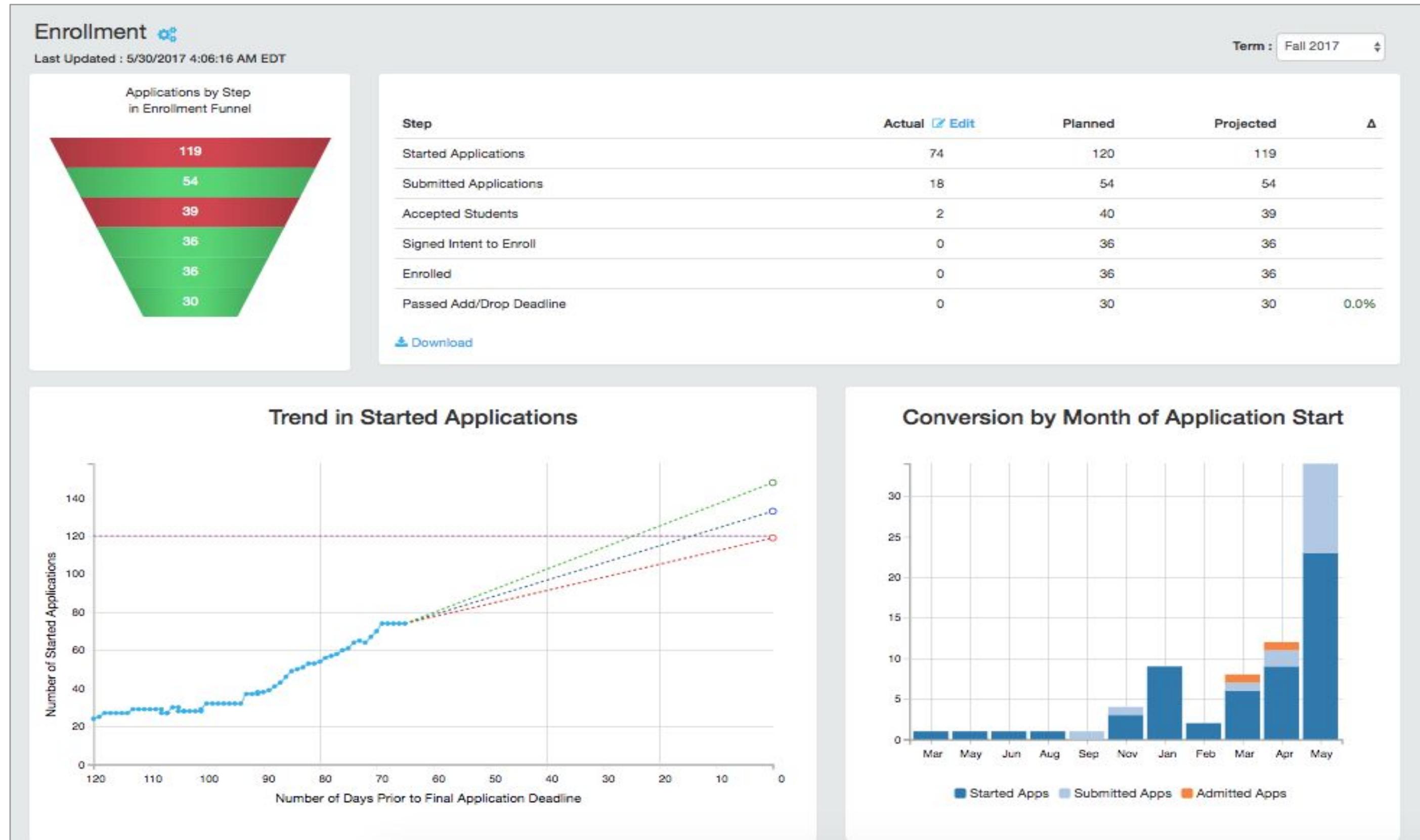
Count Percent

Convert To: Started Application All Channels Apply

Age	Aug 2016	Sep 2016	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017	Jun 2017	Jul 2017	Aug 2017
Inquiries	139	179	207	312	157	205	252	291	266	293	660	663	180
<= 30 days	9	12	16	26	13	34	9	13	9	26	43	31	0
31-60 days	2	2	0	1	2	1	1	3	2	4	0		
60-90 days	0	1	1	2	0	0	2	0	2	0			

N

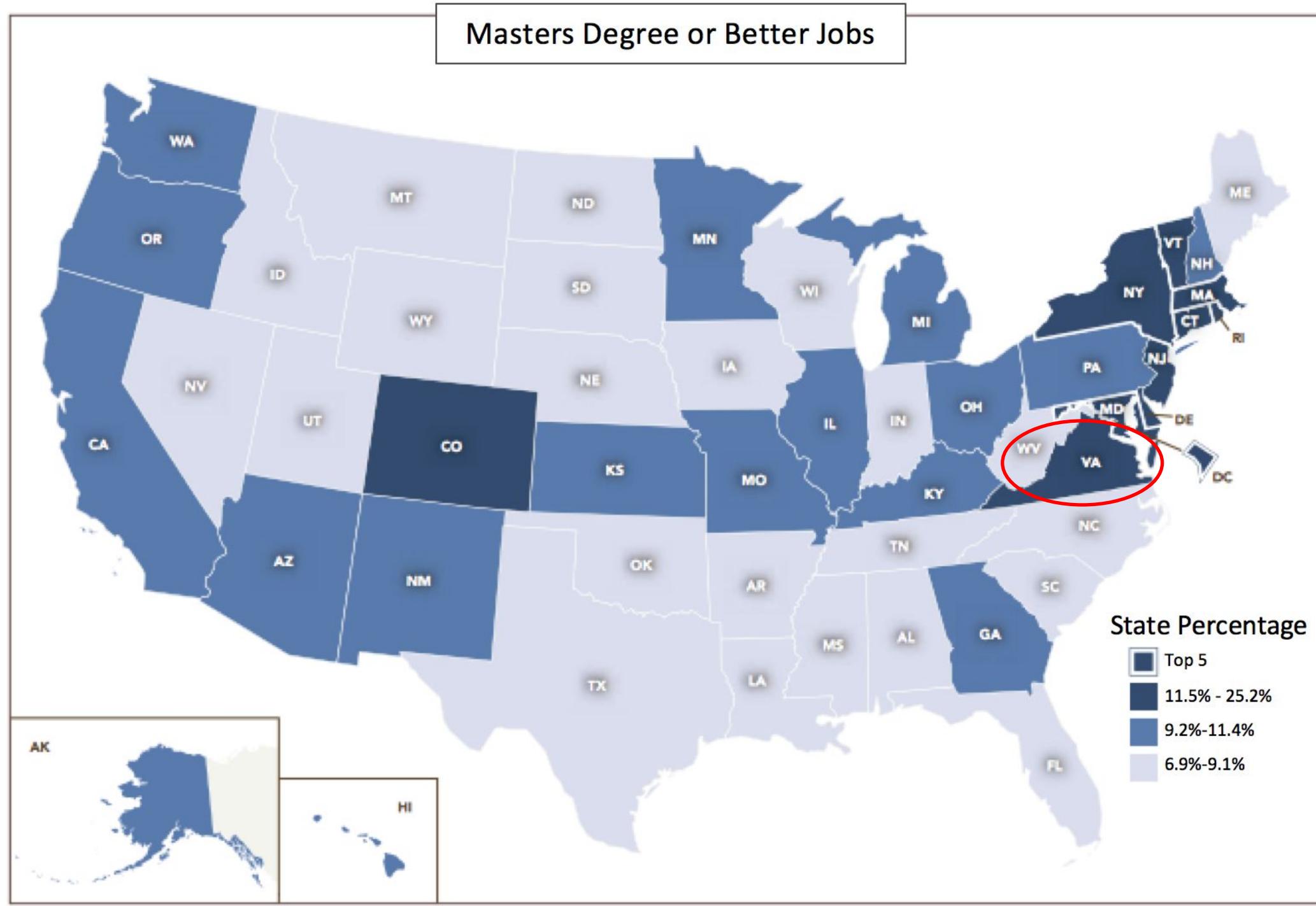
# Data Analytics-Enrollment



N

# Market Research

By 2018, the highest demand for masters degree holders will be in the northeast, with the most demand in the District of Columbia, Connecticut, New York, Massachusetts, and Maryland.



# MS in Computer & Info Systems Security

## Strong Employment Growth in Computer Science

There is strong growth and strong opportunities for graduates pursuing a Masters in Computer Science.

### Industry Trends and Projected Growth (IT Management)

Base Employment 2014	Base Employment 2024	Base Change %
US  348K	402K	▲ 15%

### Summary of Insights

- The 2024 projected growth rate for IT management jobs is strong.
- Jobs in IT are among the top five occupations with the largest raises: **jobs in the field have an average one-year pay increase of 5.1%.**

### Computer Science Jobs/Salaries

Job Title	Median Salary
Network and computer systems administrator	\$69,000
Database admin	\$73,500
Computer systems analyst	\$78,000
Information security analyst, Web developer or computer network architect	\$76,000
Computer and information systems manager	\$116,000

### Top Paying Metropolitan Areas

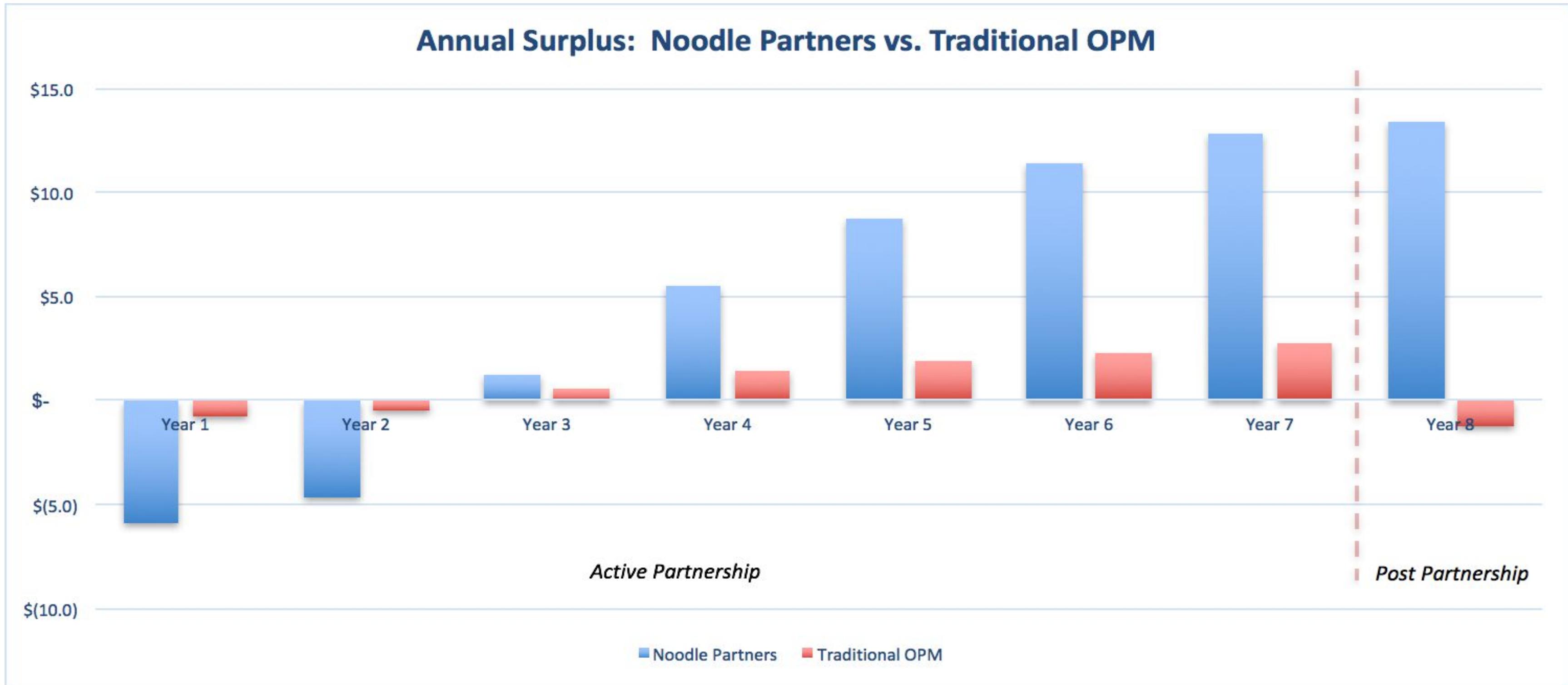
1	San Francisco Bay Area
2	Greater Minneapolis-St. Paul Area
3	Greater Los Angeles Area
4	Houston, Texas Area
5	Greater New York City Area

Source: Bureau of Labor Statistics, LinkedIn, U.S. News, CNN Money

# We Have Earned Their Trust



# Financial Comparison



# Proposed UVA Launch Timeline

	Feb-Mar 2018	April 2018	May 2018	June 2018	July 2018	Aug 2018
	<b>Discovery</b> <b>Vision</b> <b>Authorization</b>	<b>Provider Matching</b>	<b>Creating</b>	<b>Testing, Testing, Testing</b>	<b>Final Prep</b>	<b>Launch, Reassess</b>
<b>Marketing &amp; Recruitment</b>	<ul style="list-style-type: none"><li>• Markets</li><li>• Differentiators</li><li>• Branding</li><li>• Pitch</li></ul>	<ul style="list-style-type: none"><li>• Partner Selection</li><li>• Planning</li></ul>	<ul style="list-style-type: none"><li>• Build/Launch microsite, LPs</li><li>• Begin outbound lead gen</li></ul>	<ul style="list-style-type: none"><li>• Refine marketing and funnel management</li></ul>	<ul style="list-style-type: none"><li>• Enrollment push</li></ul>	<ul style="list-style-type: none"><li>• Optimize</li></ul>
<b>Instructional Design</b>	<ul style="list-style-type: none"><li>• On-campus programs</li><li>• Hybrid</li><li>• Synchronous</li><li>• Asynchronous</li><li>• Competency based</li></ul>	<ul style="list-style-type: none"><li>• Partner Selection</li><li>• Faculty assignments</li><li>• Planning</li></ul>	<ul style="list-style-type: none"><li>• Begin course-build process</li><li>• Engage faculty throughout</li></ul>	<ul style="list-style-type: none"><li>• Ongoing course builds</li><li>• Planning for future terms</li></ul>	<ul style="list-style-type: none"><li>• Finalize courses, quality checks, integrate into LMS</li></ul>	
<b>Tech Infrastructure</b>	<ul style="list-style-type: none"><li>• LMS</li><li>• SIS</li><li>• CRM</li></ul>	<ul style="list-style-type: none"><li>• Connect to NoodleBus</li></ul>				

# Experienced Leadership



**John Katzman**  
Founder & CEO  
*2U, The Princeton Review*



**Keri Hoyt**  
President  
*Success Academies, The Princeton Review*



**Scott Levine**  
SVP, University Relations  
*Embanet, AP*



**Melora Sundt**  
Chief Academic Officer  
*USC*



**Mitch Golden**  
Chief Technology Officer  
*Harvard, Gucci, The Princeton Review*



**Mike McKitto**  
General Manager  
*Hotchalk, Northcentral University*



**Katie Kurtz**  
Chief Product Officer  
*Cengage, The Princeton Review*



**Lee Bradshaw**  
Dir. University Partnerships  
*2U, Unigo*



**Stephen Green**  
General Manager  
*eCornell, 2U, The Princeton Review*



**Becky Krill**  
Senior Marketing Manager  
*SchoolKeep,  
The Economist Group*



**Dan Bursch**  
Dir. University Relations  
*UNC, 2U*



**Feather de la Mata**  
VP of Recruitment  
*2U*

# Thank you!