

# Agreement



**Arlington Public Schools**

**Procurement Office**

2100 Washington Blvd., Arlington, VA 22204 • Phone: (703) 228-6123

www.apsva.us

**Via Email**

June 23, 2022

Natasha Lisle  
SVP & GM K- 12 Humanities  
Amplify Education, Inc.  
55 Washington Street, Suite 800  
Brooklyn, NY 11201

**Subject: Contract 21FY22 English Language Arts (ELA) Resources for Grades K-5**

Dear Ms. Lisle:

Contract 21FY22, for the provision of English Language Arts (ELA) Resources for Grades K-5 the Resources”) is entered into as of the date the Procurement Agent signs this Agreement, 29<sup>th</sup> day of June 2022, by and between Amplify Education, Inc., located at 55 Washington Street, Suite 800 Brooklyn, NY 11201, hereinafter called “Contractor” and Arlington County School Board, operating as Arlington Public School hereinafter called “APS” or “Owner

**Contract Term:**

The initial term of this Contract shall commence on the date the Contract is fully executed by the Procurement Director/Procurement Agent and expiring on the last day of the twelfth (12<sup>th</sup>) month following execution of the Contract

by the Procurement Director/Procurement Agent (‘Initial Contract Term’), unless otherwise stated as provided in the Contract Documents.

This Contract may be renewed for a term not to exceed one (1) year (‘Renewal Contract Term’) by written notice given by APS at any time prior to thirty (30) Days after expiration of the preceding Initial Contract Term or Renewal Contract Term. No representative of APS has any authority to order, direct, or request work after expiration of the Initial Contract Term or Renewal Contract Term and prior to a Renewal Contract Term in strict compliance with the renewal terms herein APS, at its sole discretion, has the right, but is under no obligation, to exercise this right to renewal not to exceed six (6) additional one-year periods at the same terms and conditions.

Unless directed otherwise by APS, any Work in progress at the time of expiration of a Contract term may continue and be completed under the terms of the Contract in existence at the time the Purchase Order for the Work was issued but must be completed no later than six (6) months following expiration of the Contract term in which the Purchase Order was issued.

**Contract Price:**

The Contractor agrees that prices shall remain firm for the Initial Contract Term and all Renewal Contract Terms

As required by the Code of Virginia §22.1-241, the Contract Price shall not exceed the lowest wholesale price at which the Resource involved in the Contract are currently under contract anywhere in the United States.

In accordance with Code of Virginia §22.1-241, if, subsequent to the date of Contract award, the prices of Resources named in this Contract are reduced or the terms of the Contract are made more favorable to purchase anywhere in the United States or a special or other edition of any book named in the contract is sold outside of Virginia at a lower price than contracted in the Commonwealth, the publisher shall grant the same reduction or terms to APS and give APS the option of using such special or other edition adapted for use in Virginia and at the lowest price at which such special edition is sold elsewhere and the contract shall so state.

**Scope of Work**

The Contractor agrees to perform the services described in the Contract Documents (hereinafter the "Work"). The Work is more fully described in Attachment A. The Contract Documents set forth the minimum work estimated by APS and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of its Work. The Contractor shall be responsible for providing the Work.

**Contract Amount**

APS will pay the Contractor in accordance with the firm fixed price(s) shown in Attachment B – Fee Schedule. The firm fixed price shall include all of the Contractor's fees in performance of the Work under this Contract, including but not limited to, travel, overhead and profit. The firm fixed price(s) shall not be subject to change during the Contract Term.

**Contract Documents**

The Contract consists of the following documents: all of which are incorporated into and are part of the Contract, and which, in the event of a conflict, shall be given precedence in the order listed, with any Amendment or Modification having precedence over preceding provisions. In the event of a conflict within a Contract Document at the same level of precedence, that provision requiring the higher quality of performance or quantity shall prevail. In the event of a conflict which is not resolved by the foregoing, the Owner shall determine the provision having precedence.

- 1 Agreement #21FY22 and all modifications properly incorporated into the Agreement
- 2 Attachment A - Scope of Work
- 3 Attachment B - Fee Schedule
- 4 Attachment C - Contractor Certification Regarding Criminal Convictions
- 5 Attachment D - Non-Disclosure and Data Security Agreements
- 6 Attachment E - Student Data Usage and Privacy Agreement
- 7 Attachment F - Contract Terms and Conditions
- 8 Attachment G - Certificate(s) of Insurance
- 9 Attachment H - Publisher Certification and Agreement
- 10 Attachment I - Customer Service and Support Agreements

## 11 Attachment J - Customer Privacy Policy

The following are incorporated by reference:

- The Request for Proposal (RFP) documents, and
- The Proposal Response from the Contractor

Where the terms and provisions of the Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of the Agreement shall prevail over the other Contract Documents.

The Contract Documents set forth the entire Contract between APS and the Contractor. APS and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to this Contract which is not contained in the Contract Documents. The Contract Documents are referred to herein below as the "Contract."

### **Definitions**

All words and terms shall have the meanings and terms assigned to them in the Contract Documents, unless a different meaning is clear from the context.

### **Right to Terminate Contract**

APS has the right to terminate this Contract for convenience at any time, or for default, all pursuant to the provisions of the Contract Terms and Conditions.

### **Payment Procedures**

Contractor shall submit invoices for its Work, and such invoices will be processed by APS, all in accordance with the provisions of the Terms and Conditions.

### **Assignments**

This Contract is not assignable by Contractor without a minimum of thirty (30) calendar days advanced written notice to APS, and APS shall be under no obligation to grant such consent. Sale, assignment, or transfer of a controlling interest in the Contractor shall be deemed an assignment for purposes of this provision and shall be grounds for termination of this Contract if consent of APS is not obtained. It is understood by APS that Contractor may use Subcontractors for performance of parts of the Work. However, it is expected that Contractor will be performing the Work and subcontracting of all or substantially all of the Work under any Purchase Order shall be deemed an assignment subject to the restrictions of this Section.

### **Notices**

Unless otherwise provided herein, all notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, or emailed addressed as follows:

To the Contractor: Natasha Lisle

Amplify Education, Inc.  
Sr. Manager, Bids & Proposals  
55 Washington St. Suite 800  
Brooklyn, NY 11201  
[nlisle@amplify.com](mailto:nlisle@amplify.com)

To APS: Ms. Sarah Cruz  
Academics Office  
Supervisor of Elementary English Language  
Arts Arlington Public Schools  
2110 Washington Blvd.  
Arlington, Virginia 22204  
[sarah.cruz@apsva.us](mailto:sarah.cruz@apsva.us)

And: David J. Webb, C.P.M.  
Procurement Director  
Arlington Public Schools  
2110 Washington Blvd.  
Arlington, Virginia 22204  
[david.webb@apsva.us](mailto:david.webb@apsva.us)

**Binding Agreement**

The Owner and the Contractor each binds itself, its successors and assigns to the other, its successors and assigns, in respect of all covenants, terms, conditions and obligations contained in each of the Contract Documents.

The Work shall be performed in accordance with the above-referenced Contract Documents and is the complete agreement between APS and the Contractor and may not be altered except by written amendment signed by APS and the Contractor in compliance with the requirements of the Contract Documents.

The signatures of APS and the Contractor, or their authorized representatives, are set out below in acknowledgment and acceptance of this Contract.

IN WITNESS WHEREOF, APS and Contractor have executed this Agreement as of the date written above.

**Acceptance:**

<b>Arlington Public Schools</b>		<b>Amplify Education, Inc.</b>	
Authorized		Authorized	
Signature:	<u><i>David J. Webb</i></u>	Signature:	<u><i>Richard Morris</i></u>
Printed Name	<u>David J. Webb, C.P.M.</u>	Printed Name:	<u>Richard Morris</u>
Title:	<u>Director/Procurement Agent</u>	Title:	<u>SVP, Finance</u>
Date:	<u>June 29, 2022</u>	Date:	<u>06/28/2022</u>

## Attachment A **Scope of Work**

### Literacy Instructional Resources

**A1. The literacy Resource aligns with the 2017 Virginia Standards of Learning for English and allow students to develop multiple Language Arts skills simultaneously.**

Amplify Core Knowledge Language Arts (CKLA) is a comprehensive English Language Arts curriculum that builds foundational language and literacy skills. The program presents standards-aligned, grade-level content at each grade, K-5.

In the early grades, CKLA has a unique two-strand structure that offers appropriate, grade-level content that instills critical foundational skills while capturing students' love for learning. Students need both decoding and language comprehension; however, it is hard to learn both simultaneously. The initial cognitive load of decoding text leaves little cognitive attention or energy for mastering knowledge and complex vocabulary. The two often interfere with each other, which creates a challenge. We know that exposure to complex texts in their earliest years is critical. However, this is precisely the time when students' limited decoding skills make this most challenging. In addition, numerous studies show that students' listening comprehension far outpaces reading comprehension at this stage and beyond. This means that knowledge and vocabulary can be taught more rapidly and efficiently through oral instruction in the early grades. Amplify CKLA, the Skills and Knowledge Strands address this problem by pairing rigorous decoding and skills instruction with research-based knowledge instruction.

Amplify CKLA Grades 3-5 is tailored to the developmental needs of upper elementary students. It offers an integrated strand of instruction that addresses both knowledge and skills content. Throughout the program, students encounter a range of age- and grade-appropriate activities and components, and instructional methods are similarly reflective of age- and grade-appropriate practices. At various points throughout the program, students may work with manipulatives; engage with text by reading, watching, looking, or listening; produce text through dictation, drawing, and writing; and pursue whole-group, small-group, partner, and independent activities. Please see Appendix 2, "Virginia Standards of Learning Alignment", for more information.

The Amplify CKLA Skills scope and sequence was carefully designed to ensure that all students receive standards-based foundational instruction in phonological awareness, phonemic awareness and phonics.

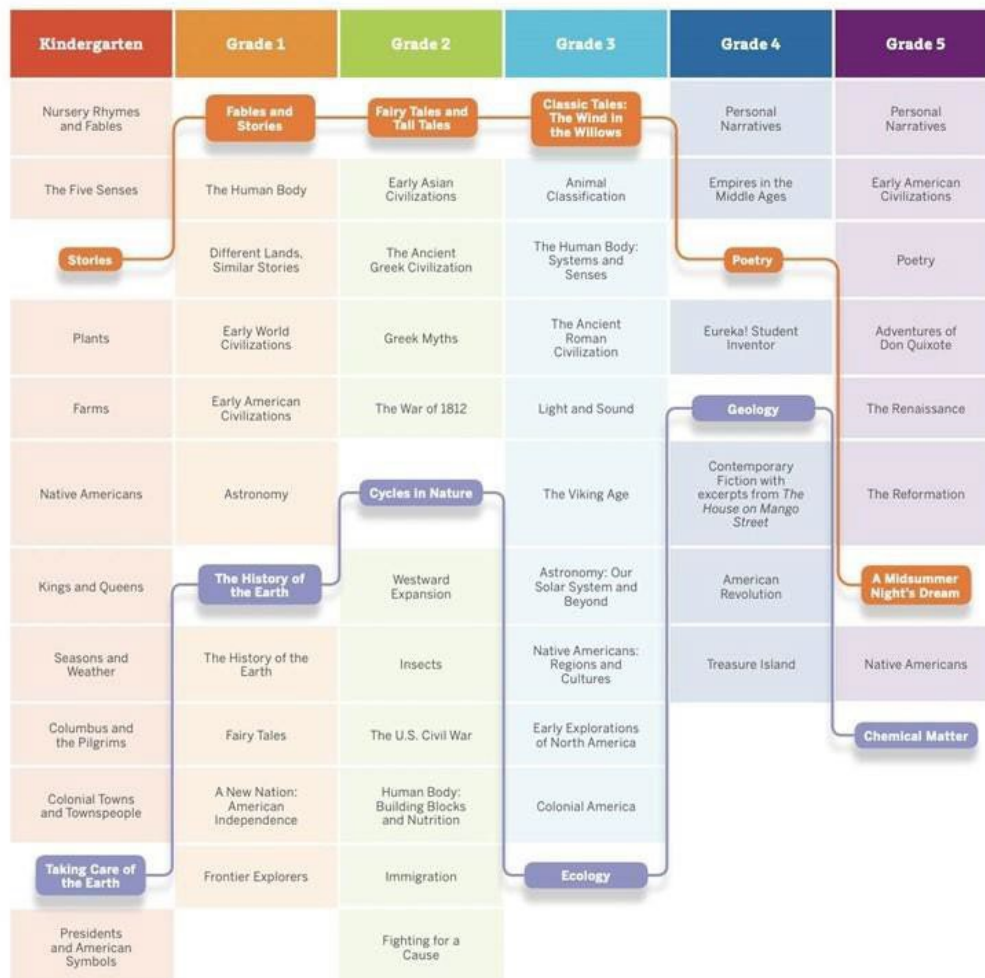
Scope and sequence development began with the creation of a database to index every word in the English language and determine the most frequent spelling patterns. Amplify CKLA Skills organizes instruction to teach the most frequent spelling patterns first in order to maximize the words students can read and move them into engaging, well-written, decodable texts early in the program. When schools implement instruction as sequenced and designed, students learn all sound-spelling patterns and engage in learning activities to ensure they develop accuracy and fluency. Amplify CKLA supports teachers in the systematic teaching of reading and writing, provides essential time for review and practice to build automaticity and fluency, and engages students with literary and informational texts to build their vocabulary, knowledge and love of reading.

Amplify CKLA is built upon a coherent Knowledge Sequence that is the result of years of research and consultation with content experts, educators, cognitive scientists, and others. The sequence is designed to build upon earlier content so that students become generally knowledgeable in the early grades and are able to rely on a robust web of prior knowledge when encountering new complex texts and material later in elementary school.

Students spend several weeks at a time learning about topics as varied as the five senses, the human body, astronomy, geology, chemistry, early civilizations, medieval empires, early world and American civilizations, and Native Americans. Knowledge about the topic is built up over the weeks, with a diverse range of speaking and listening, writing, and reading activities, providing repeated exposure to new vocabulary and ideas. For example, in Kindergarten, students study plants and how they grow, building understanding about the natural world and the basic needs of living things. In Grade 1, students learn about the diversity of both plants and animals in Domain 8, Animals and Habitats. Students in Grade 2 can use this background knowledge when learning about more natural world topics presented in Domain 6, Cycles in Nature, and Domain 8, Insects. In this way, Amplify CKLA systematically structures knowledge domains so that students gain an increasingly deep understanding of topics.

### Knowledge Sequence

CKLA teaches new concepts and content every few weeks, consistently linking to previously acquired understanding. This chart illustrates two examples of how students who study CKLA in Grades K–2 will continue to build coherent, sequenced background knowledge in Grades 3–5.



## **A2. The literacy Resource is evidence based and aligned with the science of reading.**

Amplify CKLA is a core ELA curriculum truly grounded in the Science of Reading. In addition, it is standards aligned, evidence based, and it provides an immersive and engaging experience for all students.

According to the Simple View of Reading, in order to read successfully—or to gain meaning from a text—students need to master two things. They must convert written words into speech and they must be able to understand that speech. In other words, students must be able to decode words and comprehend their individual meanings, then synthesize those into the text’s overall message. Most importantly, each aspect of this process is equally important.

Amplify CKLA embodies this research-based approach and delivers powerful, proven, and explicit instruction that develops foundational skills while simultaneously building students’ background knowledge.

In addition to organizing grades K–2 instruction around two distinct instructional paths, daily Skills instruction brings Science of Reading best practices to life, and:

- **Starts with the sound:** All instruction starts with phonological awareness, which research shows benefits the greatest number of students. Students begin by learning to recognize sounds, as well as to articulate them.
- **Builds to the phoneme:** Over time, students build up their awareness of phonemes. We give teachers a variety of tools, including multisensory gestures, to help kids develop this awareness.
- **Cracks the code:** Once students can recognize sounds, they learn to form the corresponding letter codes. CKLA starts by teaching the sound-spellings that appear most frequently in English, which lets your students read and write as many words as possible, as soon as possible.
- **Grows in complexity:** The lessons continue to challenge students as they progress, introducing complications like multisyllabic words, “tricky words,” and homophones. In each case, students encounter complications as they become ready for them.

## **A3. The literacy Resource provides opportunities for differentiation for special populations such as Gifted/Advanced Learners, English Learners and Students with Disabilities.**


Amplify CKLA provides a range of methods for all students, including English Language Learners (ELL) to navigate and demonstrate learning. CKLA proves particularly useful for ELL and SPED populations, as the Skills Strand provides systematic, explicit, and comprehensive instruction in the English language code. This sound-first approach particularly supports special populations by letting them focus first on the sounds in words, then learn how the English alphabet represents each sound. The Skills Strand also features explicit grammar lessons, reflecting the best thinking about building the



foundational language skills needed to learn a second language. Teachers using the Skills materials with diverse students indicate that these materials are accessible to all learners.

**Discussion Questions for "The Dog and the Ox"**

- Literal.** Why can't the ox eat the food?
  - A dog is sleeping in it.
- Evaluative.** Why do you think the dog does not let the ox have his food?
  - He is mad that the ox woke him up and he thinks the stuff in the box is straw for sleeping.
- Literal.** What happens when the man sees the dog?
  - The man tells the dog he is a bad dog.
- Inferential.** Why do you think the man tells the dog he is bad? Where else might the dog have gone to sleep?
  - There were other places where the dog could have slept. He could have slept in the loft.
- Inferential.** Look at the picture on page 53. How do you think the dog feels when the man scolds him and calls him a bad dog? Why? What do you think happens next?
  - The dog feels ashamed, his ears are back and he looks sad; the dog probably jumped off the food box.
- Evaluative. Think-Pair-Share** Do you think the dog will jump in the ox's food box for a nap in the future? Why or why not?
  - Answers may vary.

  
Reading

**Exchanging Information and Ideas**

**Entering/Emerging**  
Ask yes/no questions using simple phrases: "Did the dog take a nap?" "Was the dog mad?"

**Transitioning/Expanding**  
After asking each question, provide students with a specific sentence frame: "The ox can't eat the food because . . ." "The dog feels \_\_\_\_\_ because . . ."

**Bridging**  
Encourage students to expand and/or build from other student responses. Teach students the sentence starters: "I agree because . . ." or "I disagree because . . ."

**Lesson 1: Foundational Skills Remediation**

## Additional Support

MORE HELP ORALLY BLENDING TWO-SYLLABLE WORDS

**Oral Blending**

- Tell students you will say sounds for them to blend into two syllable words.
- Be sure to use the finger blending motion described in the Warm-Up. Finger blending indicates how many sounds are in a word and easily allows for words with up to four sounds (e.g., (4) /m/ /a/ /t/ /er/ > matter).

1. (4) /b/ /e/ /t/ /er/ > better	5. (4) /c/ /ae/ /p/ /er/ > caper
2. (4) /b/ /a/ /t/ /er/ > batter	6. (4) /p/ /ie/ /p/ /er/ > piper
3. (4) /m/ /u/ /t/ /er/ > mutter	7. (4) /m/ /ar/ /k/ /er/ > marker
4. (4) /m/ /u/ /th/ /er/ > mother	8. (3) /o/ /th/ /er/ > other

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**Lesson 2: Grammar**

## Language

**Primary Focus:** Students will review contractions by matching word pairs with their contracted forms.

WARM-UP (5 MIN.)

**Review Contractions**

- Tape the cards or sentence strips you prepared in advance in random order on the board/chart paper.
- Tell students that today you will review basic contractions. Explain that a contraction is a new word made up of two words in which some letters are replaced by an apostrophe.
- Have students play a matching game to review contractions with the words on the board/chart paper. Explain that a match would be the contraction and the two words it represents.

**DRAFT BODY OF AN ADVENTURE STORY (35 MIN.)**

- Explain that students should use Activity Page 7.2 to help them create the shape of their story in their draft of the body of their story.
- Remind students to use strong verbs and dialogue whenever possible.
- Refer to the Adventure Story Rubric on display and have students turn to Activity Page 8.4. Tell students they will use it to write the body of their story. Have a student read the "Exemplary" column in the "Body" section aloud.
- Have students refer to the rubric to draft the body, focusing on three things:
  - What is the problem or conflict in my story?
  - Are there at least three examples of Rising Action?
  - How can I create suspense in the story?

**Check for Understanding**

Provide reinforcing or corrective feedback, such as "I like how the problem unfolds gradually in the story. How could you add sensory details to help the reader imagine what the characters were seeing or hearing?" or "I noticed that you explain the interaction between two characters in several paragraphs. How could you rewrite the interaction as dialogue?"

or conflict could be how the character returns home.

Activity Page 8.4

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**Challenge**

Have students identify two or more possible ways they could create suspense in their story. Have them pick the one they will use and write a sentence explaining why it is better than the other options they considered.

*The Teacher's guide includes Challenge, Support, Access Sidebars, and Additional Support sections to help guide teachers' differentiation efforts.*

Amplify CKLA includes a variety of Technology supports including digital and audiobook versions of the Student Reader. Access supports are integrated into each lesson segment. These supports are both specific to the mastery of the standards for the lesson and aligned to Primary Focus objectives. Lesson segments also include frequent Support and Challenge suggestions that provide guidance for providing additional support or enrichment for the lesson content. Additional strategies that go beyond the instructional materials to support the needs of all students are included in the Universal Access section of Advance Preparation.

English Language Learners supports are integrated into each lesson segment and offer in-the-moment strategies teachers may use to support English Learners at different levels (entering, transitioning, bridging, etc.). These scaffolded supports align to the lesson objectives and are therefore specific to the mastery of standards for the lesson. Lesson segments also include frequent Support sidebars for providing additional support for the lesson content.

Each Skills lesson includes 30 minutes of additional instruction in Phonological Awareness, Phonics, and Fluency and Comprehension. These activities may be used for day-to-day practice and/or remediation. The online unit-by-unit Assessment and Remediation Guides and the Intervention Toolkit contain large volumes of additional remediation instruction.



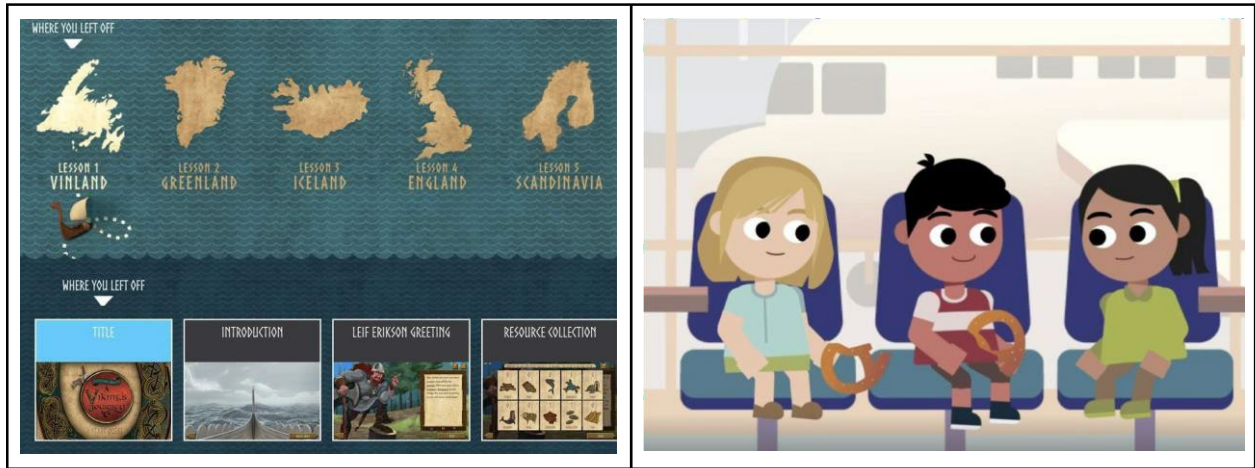
CKLA provides multiple opportunities for challenge and enrichment. Pausing Point days in every unit provide a large range of extension activities. The Pausing Point days provide opportunities and suggestions to evaluate student understanding and offer additional instruction, practice, and remediation. In-lesson Challenge Sidebars offer stretching questions and activities within the lesson. Lessons in the Knowledge Strand provide frequent suggestions for students to delve more deeply into the material. These include suggestions for independent and small group research that can be extended by asking for alternative sources or deeper analysis. Writing tasks provide additional opportunities for extension, including prompts to use more complex and descriptive vocabulary; incorporate figurative language into their writing; write multi-clause sentences with more complex joining words; create longer or richer opinion, explanatory, and narrative pieces; and evaluate the use of informational textual characteristics and use in their own writing (e.g., headers, bullets).

**A4. The literacy Resource is engaging, relevant, student-centered and has the flexibility to meet individual student needs.**

Amplify CKLA is engaging, relevant, student-centered, and it has the flexibility to meet the needs of individual students. CKLA Student Readers are highly-engaging, grade-level texts designed to support core instruction using interesting stories and informational texts written by children’s authors. In addition, our program offers numerous opportunities for student-centered instruction that connect the academic content they are studying with their local neighborhood, culture, environment, and resources.

In every Knowledge domain, Knowledge Builder videos take historical or scientific content and show students these experiences with real kids around their own age in their own community. Articles connected to topics in science, social studies, and the arts offer additional real-world connections to issues and topics students will encounter in their own lives and communities. For example, students learn about how other children recycle, how one group of students worked together to make a difference in a cause they believed in, and how state governments and constitutions support citizens in bettering their neighborhood and environment. Additional activities within lessons support students’ connections; for example, in Kindergarten, Domain 8 (Seasons and Weather), students connect the science concepts they are studying with the weather in their own town, using directed observations and hands-on activities associated with documenting the daily weather— such as looking at a thermometer, examining precipitation collected in a rain gauge, or observing the types of clouds in the sky—to help them more fully grasp the concepts they are learning about.

One way students in 3-5 encounter engaging and relevant content is through the implementation of the project-based Quest units. The Core Quest units increase student engagement through collaboration, competition, self-expression, and unforgettable sensory experiences. Though rooted in activities that reinforce grade-level skills, Quests also connect learning to creativity and a sense of play through multimedia components. Amplify CKLA Quest units provide an array of immersive opportunities for students to work with complex texts in unique ways. For example, *Eureka! Student Inventor* uses a game show environment to guide Grade 4 students through rich content about significant inventors and inventions through history, developing students’ speaking and listening skills as they collaborate on their own original inventions.



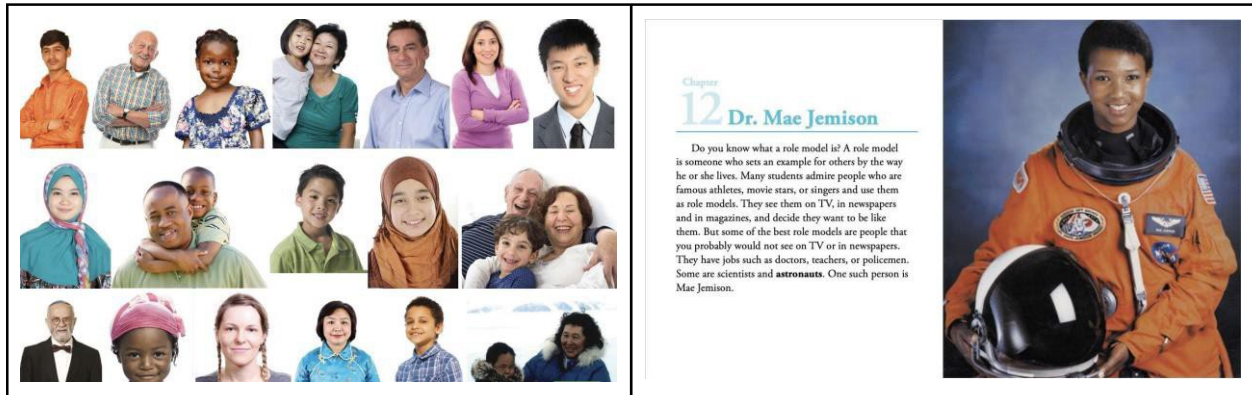
*Images from the Grade 3 Viking Quest app and an image from one of the many Knowledge Builder videos available for K-2 classes.*

**A5. The content and interface is high quality, culturally-relevant and designed to support the diverse learners in APS (e.g. fiction and nonfiction reading passages, images, videos, concepts, etc.).**

The content and interface of Amplify CKLA is high quality, culturally relevant, and designed to support the diverse learners in Arlington Public Schools. Amplify CKLA understands that students must be able both to respect their own backgrounds and experiences and confidently communicate and work with peers from around the world. To that end, the program offers many opportunities for students to recognize themselves in familiar characters and to open their minds to new perspectives—all while developing a lifelong love of reading and learning. Based on an analysis of all grade level texts, over 50% of CKLA texts include representations of minorities.

Amplify CKLA presents multifaceted pictures of people by introducing students to a broad range of identity factors while avoiding stereotypes. Throughout, students encounter people from different backgrounds performing everyday roles that underscore the common things that connect us all while also dispelling stereotypes. The program builds students’ knowledge of diverse cultural backgrounds through different historical eras, helping them understand what connects us to our predecessors and how we remain distinct from them. Materials place particular emphasis on representing different aspects, including names, of African and Hispanic/Latino cultures, tracing their history from their earliest civilizations up through their many contributions to contemporary society.

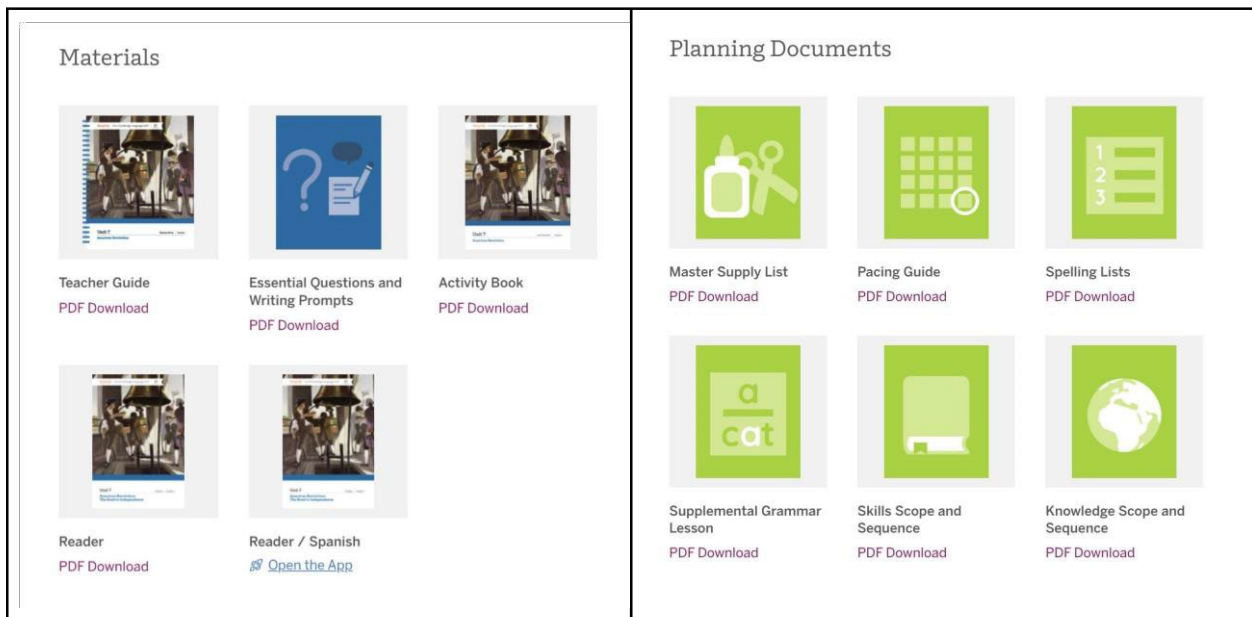
Amplify CKLA includes fiction and nonfiction texts across a range of genres and topics that depict a variety of cultures and people across the world. Amplify CKLA texts include characters in a variety of authentic situations, allowing students to encounter a range of experiences across all grades. Students see diverse characters in literary text represented in various roles, such as scientists and physicians. Within informational text, they are introduced to important and influential figures, such as Jackie Robinson, Barack Obama, and Condoleezza Rice. CKLA students also see a wide range of figures in multimedia materials, such as the Knowledge Builder videos or videos on the Sound Library.



*Flip book image from Grade 2 Immigration Unit Read-Aloud and a chapter from a Grade 3 Astronomy Student Reader.*

**A6. Teaching manuals, materials and content are available digitally to teachers.**

The Amplify CKLA Teacher Resource site contains most core components in digital form for planning and classroom application, along with a wealth of additional resources to enhance instruction. These resources, which are part of the core program, include audiobooks, e-books, Spanish readers, novel guides, and multimedia resources to support students’ acquisition of foundational skills and domain knowledge. Intervention Materials like the Assessment and Remediation Guides and the Decoding and Encoding Remediation Supplement are available on the CKLA Teacher Resource site. Teacher Guides, Pacing Guides, Scope and Sequence documents, Supply Lists and other planning materials are also available on the Teacher Resource site.



Images from the CKLA Teacher Resource site that include digital versions of the print materials and additional professional learning and planning resources.

**A7. Teaching manuals, materials and content can be utilized on learning management systems or a similar system.**

Amplify supports direct SAML integration with customer identity providers and LTI integration with popular Learning Management Systems.


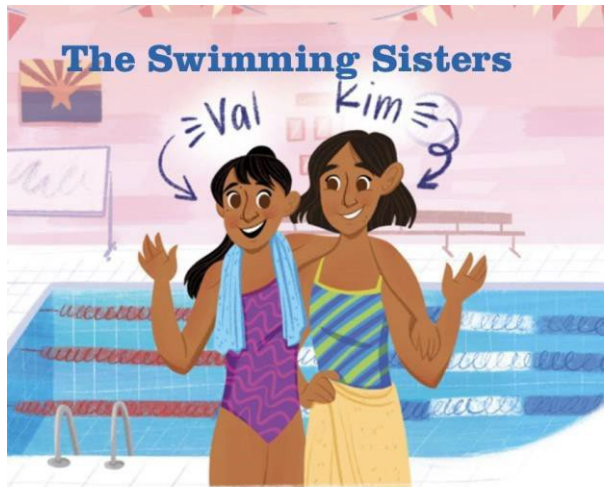
Amplify supports SSO with a variety of methods, including SAML v2.0, Active Directory Federation Services v2.x and v3.x, OAuth 2, and LDAP, via our integration partners Google, ClassLink, GG4L, and Clever. Amplify also supports direct SAML integration with customer identity providers and LTI integration with popular Learning Management Systems.

**A8. The literacy Resource contains decodable texts for K-2 students.**

Amplify CKLA Skills Strand in K-2 incorporates decodable Readers as a means to provide practice with decoding words in isolation, text, and reinforcement of phonics skills instruction that has been explicitly taught. Amplify CKLA Readers are built according to the program and the code students have been introduced to. The Readers in the Skills Strand allow students to encounter rules in context, while writing tasks are designed to help students apply their knowledge.

CKLA decodable Readers are written by successful children’s authors. They are uniquely designed to provide intensive practice with the CKLA code while reading simple but compelling and authentic stories for the first time. This introduces them to the elements of plot, character, and story.

While the Readers are decodable, this does not mean they lack complexity. Textual complexity combines qualitative and quantitative factors, and the challenge of Readers increases substantially in content, length, and vocabulary as students progress through the grades.


<p style="text-align: center;"><b>Bug and Frog</b></p> <p>Zack and Ann sit next to the pond. Zack says, “The pond is a lot of fun! I wish I were a bug.” “Why?” says Ann. “Bugs are no fun.” “Bugs zip and hum,” says Zack.</p> 	<p style="text-align: center;"><b>The Swimming Sisters</b></p>  <p>Kim and Val Castro are swimming sisters.</p> <p>Kim is sixteen. Val is fifteen. The sisters swim for the Red River Swim Program (RRSP). Both of them are fast. In fact, they are two of the fastest swimmers in the state.</p> <p>I went to see the two sisters at the pool where they swim. They were training for a big meet.</p> <p>“So,” I said, “do I dare ask which of you is faster?”</p>
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**A9. The literacy Resource has texts that take into account considerations for early readers (word spacing, appropriate font, amount of text, text placement), natural oral language structures in K-2 texts and high-interest and low readability texts in grades 3-5.**

Amplify CKLA takes into account consideration for early readers in a number of ways. In Amplify CKLA, phonics skills are practiced by applying letter-sound correspondences in our decodable Student Readers. Amplify CKLA offers extended practice through the use of original, decodable Student Readers. In Grades K-2, Skills Strand Student Readers are fully decodable grade-level text, as they consist of words using the specific letter-sound correspondences that students have already learned. These highly engaging chapter books are used in instruction for code practice, fluency, comprehension, and vocabulary development. A text-based discussion follows each text selection. CKLA's K-2 student readers include supports such as underlining of Tricky Words and bolding of recently learned sound spelling correspondences. Select readers will also include support for students as they decode multisyllable words starting in Grade 1. The multisyllable words that students encounter in their Reader and Activity Book will be divided between syllables with a dot.

The Student Readers in Grades 3-5 provide daily practice reading grade-level text. These texts are also available as Take-Home Activity Pages so students can continue to practice reading at home. Fluency Packets in grades 3-5 consist of selections from a variety of genres, including poetry, folklore, fables, fiction, nonfiction and other selections. These selections provide opportunities for students to practice reading with fluency and expression (prosody). The Student Readers in Grades 3-5 are available in eBook and Audiobook formats through the CKLA Student Hub. Finally, the online Intervention Toolkit provides supplemental reading passages and comprehension activities for students who may need additional support.



<h2 style="text-align: center;">Green Grove Glade</h2> <p>Dave and Scott hike to Green Grove Glade with <u>their</u> moms and dads.</p> <p>They stop at the <u>gate</u> and a man says, "Moms and dads, rest here where <u>you</u> can see <u>your</u> kids as they run, jump, and slide."</p> <p>Scott and Dave are glad this is a spot for kids. They are glad <u>their</u> moms and dads are <u>close</u> if they get tired.</p>	<h2 style="text-align: center;">Big Cats</h2> <p>Do <u>o</u> you like cats? If you do, look there in the grass. Do <u>o</u> you see the cat?</p>  <h3>Bobcats</h3> <p>That is not the sort of cat that you keep in <u>your</u> home and feed cat food. That is a bob·cat. Bob·cats are not tame.</p> <h3>Food Bobcats Like</h3> <p>Bob·cats are good hunt·ers. They hunt rabb·its, rats, and <u>some</u>·times deer and sheep.</p> <p>That bob·cat's name is Rob·ert, or Bob for short. Get it?</p>
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*Images from the decodable readers that feature bold text, underlining, and multisyllabic words with a dot.*

**A10. The Offeror provides several methods of training for teachers in addition to the face to face training (e.g. online, tutorials, videos, webinars and manuals).**

Amplify CKLA professional development offerings are designed with the following principles:

**Scaffolded, phased professional learning:** Our professional development opportunities go far beyond initial product trainings and take participants through different stages of learning:

**Foundations** sessions introduce administrators and teachers to their new curriculum and/or assessment program—including the core features, materials, and research behind its design—and give teachers the opportunity to practice in a collaborative environment.

**Strengthening** sessions advance administrators' and teachers' understanding of their curriculum and/or assessment program and support them in taking their instructional practice to the next level. They also deepen content knowledge, planning, instructional, and/or data analysis practices; for example, strengthening session topics may include examining student writing or planning and targeted intervention instruction to effectively address your students' needs.

**Coaching** sessions incorporate each school's specific needs by offering a menu of popular topics or working with an Amplify coach to customize the time spent together. These sessions provide administrators and teachers with in-the-moment feedback, grade-level planning support, and more.

**A11. The Offeror provides details for how regularly scheduled maintenance and upgrades are scheduled and percent of availability.**

Amplify is continually enhancing the student and staff experience. New functionality, bug fixes, and content updates are released on an ongoing basis, with zero or minimal disruption of normal operation. On the rare occasion maintenance or major upgrades requires some downtime, it is limited to off-hours for minimal user impact. Notification of planned maintenance with customer-facing downtime is posted to Amplify's publicly available status page at [status.amplify.com](https://status.amplify.com).

**A12. The Resource includes nonfiction texts that align to the Virginia Science and Social Studies Standards whenever possible.**

Amplify CKLA includes nonfiction texts on a range of topics that include science and social studies. At times, our CKLA's topics may address the Virginia Science and Social Studies standards particularly in the Knowledge Strand in K-2 and the integrated units in grades 3-5. For example, in Grade K Knowledge Domain 2, students spend several lessons learning about and identifying the five senses and the body parts associated with the five senses. This would address the Virginia Science Standard K.2.a. Other science related topics across K-5 include plants, seasons and weather, astronomy, light and sound, animal classification, and many others. In Grade 3, students will be introduced to the culture of ancient Rome, including religion, food, education, legends, social class structure, and entertainment. They will learn about Roman geography and history, government, major leaders, monumental battles, and the rise and decline of the Roman Empire. Students will also learn about ancient Rome's influence and contributions to our society today which helps to address Virginia Social Studies Standard 3.2. Social Studies and history related topics across K-5 include colonial towns and townspeople, presidents and American Symbols, early world and American civilizations, Native Americans, American Revolution, and more.



**"THE SENSE OF HEARING" (15 MIN.)**



**Show image 3A-1: Different kinds of ears**

Your ears are always taking in the sounds that come from all around, whether you are awake or asleep, talking or listening, walking or swimming. Even if you cover your ears, you will still be able to hear sound. Try it! [Have students put their hands over their ears.] "Can you still hear me?" It's not too hard to close

your eyes and make it so you can't see anything, but you can't turn your ears off—they hear sound all the time. Listen to find out how the sounds you hear get around or through objects and into your ears.



**Show image 3A-2: Sound wave diagram**

So how does sound get in your ear? Sound travels through the air in **sound waves**. Sound waves are bands, or waves, of noise. Like waves in the ocean, sound waves move up and down as they move across a space. [Demonstrate an undulating, wavy motion with your arm.] Just like ocean waves, sound

waves make noise as they move. But unlike ocean waves, sound waves are **invisible**; you can't see them. What are some other things that are invisible?

The Pantheon is only one of many examples of great Roman architecture. Another one is the Colosseum. The Colosseum, built not long after the reign of Augustus, is a huge, oval stadium. The Romans went to the Colosseum to see people and animals fight. The Colosseum would hold fifty thousand people. Today the Colosseum is in ruins, but some of it is left to give us a good idea of what it would have looked like.



*The ruins of the Colosseum as it appears today. In ancient times, the Romans came to the Colosseum to see battles between people and animals.*

*Image on left from the Grade K Five Senses Knowledge Teacher Guide. Image on the right from Grade 3 Student Reader about the Ancient Roman Civilization.*

**A13. The literacy Resource includes manipulatives for phonics and phonemic awareness instruction.**

Amplify CKLA includes manipulatives for phonics and phonemic awareness. In Kindergarten, students utilize Chaining Folders and Small letter cards. Students use these folders to practice building words by arranging Small Letter Cards on them to spell the words. In Grades 1, students utilize Large Letter cards during Skills instruction. The letter cards are used for teaching and reviewing sounds and spellings, especially during Large Card Chaining exercises.

In addition, CKLA students demonstrate their understanding of phonological awareness skills using hand gestures during lessons that the teacher can observe. For example, Syllable blending is taught with hand motions and clapping. Students practice blending syllables and then sounds with the same clapping gestures. Students practice blending three sounds using arm gestures. Exercises are purely oral; there are no letters or pictures involved.



## Intervention Instructional Resources

### **B1. The Resource has intervention materials for one or more areas of reading (e.g. phonics, phonological awareness, fluency, comprehension, vocabulary).**

Amplify CKLA provides intervention materials that address areas of reading including phonics, phonological awareness, fluency, comprehension, and vocabulary. Amplify CKLA provides guidance for teachers on differentiating instruction for all learners and it includes materials for intervention. The Assessment and Remediation Guide (K-3), provides further guidance in assessing, analyzing, and remediating specific skills. This guide can be found on the Teacher Resource site. The purpose of this guide is to assist in providing targeted remedial instruction to students who may be struggling with gaps in letter-sound knowledge. Depending on the severity of student instructional need, instructional personnel available, and student grouping options, materials from the Assessment and Remediation Guide may be used for: guided reinforcement, explicit reteaching, or comprehensive reteaching. Instructional Materials available include resource information, word lists, letter/word/picture cards, stories for oral reading, and practice pages. The materials are also available in the online Intervention Toolkit.

For upper elementary students in need of intervention, CKLA has created the Decoding and Encoding Remediation Supplement for Grades 4 and 5. While there are many competencies required to be a successful reader able to comprehend, analyze, and synthesize what one reads, one of the key prerequisite components is the ability to automatically apply knowledge of the English letter-sound correspondences when reading unfamiliar text. Teachers will find resources in this Supplement to help provide additional instruction and remediation to students who enter Grade 4 or 5 with gaps in their code knowledge and fluency. Materials include Lesson templates, word lists, activity pages, practice stories for oral reading, games, and assessments.

<b>Phonemes—Games</b>	<b>Phonemes—Worksheets</b>
<p><b>Isolate Beginning Sounds</b></p> <p><i>Give Me a Word</i></p> <ul style="list-style-type: none"><li>• Gather a collection of any variety of blocks (e.g., unit blocks or locking cubes).</li><li>• Tell students you will provide a sound and want them to say a word that starts with that sound. For example: "Give me a word that starts with /s/." (If students struggle to think of a word, prompt them to look around the room for objects that start with the target sound.)</li><li>• As students provide words that start with the target phoneme, give them a block. With each block students get a turn to place it, building a collective structure as the game continues.</li><li>• Variation: Challenge students by restricting the game to specific categories such as names or food words.</li></ul>	<p><b>Isolate Beginning Sounds</b></p> <ul style="list-style-type: none"><li>• Select a Worksheet from Starting Sounds 1–4.</li><li>• Provide students with a copy of the selected Starting Sound worksheet.</li><li>• Review the names of the depicted items with students.</li><li>• Ask students to find a picture of something beginning with one of the two featured beginning sounds.</li><li>• Have students name the picture.</li><li>• Manipulatives can be used to cover pictures as they are identified.</li><li>• If students are unable to answer, choose a specific picture and provide the beginning sound and the rest of the word in a segmented fashion (e.g., /f/...ish).</li><li>• Repeat until all of the pictures have been identified.</li><li>• Variation: Students can practice segmenting phonemes by providing the beginning sound when you point to various pictures on the page.</li></ul>

*Activity Suggestions from the Assessment and Remediation Guide for Grade K.*

### **B2. The Resource includes a variety of assessments (diagnostic, formative, summative) that inform differentiated instruction, progress monitoring, and growth.**

Amplify CKLA core materials include a variety of assessment that information differentiated instruction, progress monitoring and growth. In Kindergarten, students are assessed frequently in the beginning units during specific Performance Assessments; Grades 1 and 2 include Unit 1 diagnostic and placement Benchmark Assessments. The Beginning-of-Year placement assessment in Unit 1 (Grades 3-5) is used to

determine whether students are prepared for grade-level instruction or will need more support. Teacher materials contain detailed information about these assessments, including how to administer them and how to score, analyze, and interpret student performance. Each grade also contains an end-of-year assessment, and teachers are encouraged to share the results of these assessments with students’ teachers at the next grade level.

Summative assessments in the form of mid-unit and end-of-unit assessments can be used to direct remediation and differentiate instruction. Formative assessments are clearly marked at the beginning of each lesson throughout each unit for monitoring individual student performance and progress in key skills. Teachers can collect and analyze student performance on specific activity pages and/or observe and record individual student performance using the provided formal observation records.

The online unit-by-unit Assessment and Remediation Guide (Grades K-3) and Decoding and Encoding Supplement (Grades 4 and 5) may be used to provide targeted remedial instruction to students who are struggling with foundational skills. These intervention materials include additional assessment measures to inform instruction as well as templates to record the data collected. Resources for progress monitoring are included at the end of each section and the skills monitored will vary by grade level. These tools are intended to facilitate data collection to inform instruction and build a record of students’ progress.

<b>Progress Monitoring—Phonemes</b>	
	<b>Remediation Sessions</b> <i>(Date &amp; Score of NYR, P, R)</i>
<b>Phonemes Skill</b>	
<b>Isolate Beginning Sounds</b>	
<b>Orally Blend Sounds (Two or Three Phonemes)</b>	
<b>Add Phonemes to Spoken One-Syllable Words</b>	

<b>Phonological Awareness</b>		
<b>Content (Sounds)</b>	<b>Skill</b>	<b>Location in the Assessment and Remediation Guide</b>
Environmental Sounds	Identify Sounds, Recognize Sounds as Same or Different, Count the Number of Sounds, Identify and Recreate a Sequence of Sounds, and Represent Sounds with Movement/Objects: (Observational Chart)	Skills 1 Section I
Sentences	Segmenting (Observational Chart)	Skills 1 Section II
Syllables	Blend and Segment (Observational Chart)	Unit 2 Section I
2 or 3 Phonemes	Blend, Isolate, and Add (Observational Chart)	Unit 2 Section II
/m/, /a/, /t/, /d/, /o/, /k/, /g/, and /l/	Blend and Isolate (initial and medial positions)	Unit 3 Section I
/n/, /h/, /s/, /r/, /z/, /p/, and /e/ and previously taught letter sounds	Segment and Isolate (initial and medial positions)	Unit 4 Section I
/b/, /i/, /r/, /u/, /w/, /j/, /y/, and /x/ and previously taught letter sounds	Isolate (initial, medial, and final positions)	Unit 5 Section I
3–5 Phonemes	Blend	Unit 6 Section I
3–5 Phonemes	Isolate (initial, medial, and final positions)	Unit 7 Section I

*Images from the Assessment and Remediation Guides that show where progress monitoring of specific skills occurs and a template for recording student data.*

**B3. The Resource is evidence based and aligns with the science of reading.**

Amplify CKLA’s intervention materials are aligned to the science of reading principles that includes remediation in phonics, phonemic awareness, vocabulary, fluency, and comprehension. The online unit-by-unit Assessment and Remediation Guides (ARG) for Grades K-3 and the Decoding and Encoding Reading Supplement (DERS) for Grades 4-5 contain large volumes of additional remediation instruction for CKLA. In addition, the Intervention Toolkit is a comprehensive resource site designed to help teachers provide tiered support using materials directly aligned to core instruction. Starting in Grade 2,

Fluency Packets are available on the Teacher Resource site for students who need additional practice. Teachers may use flexible Pausing Point days to reteach and differentiate as needed.

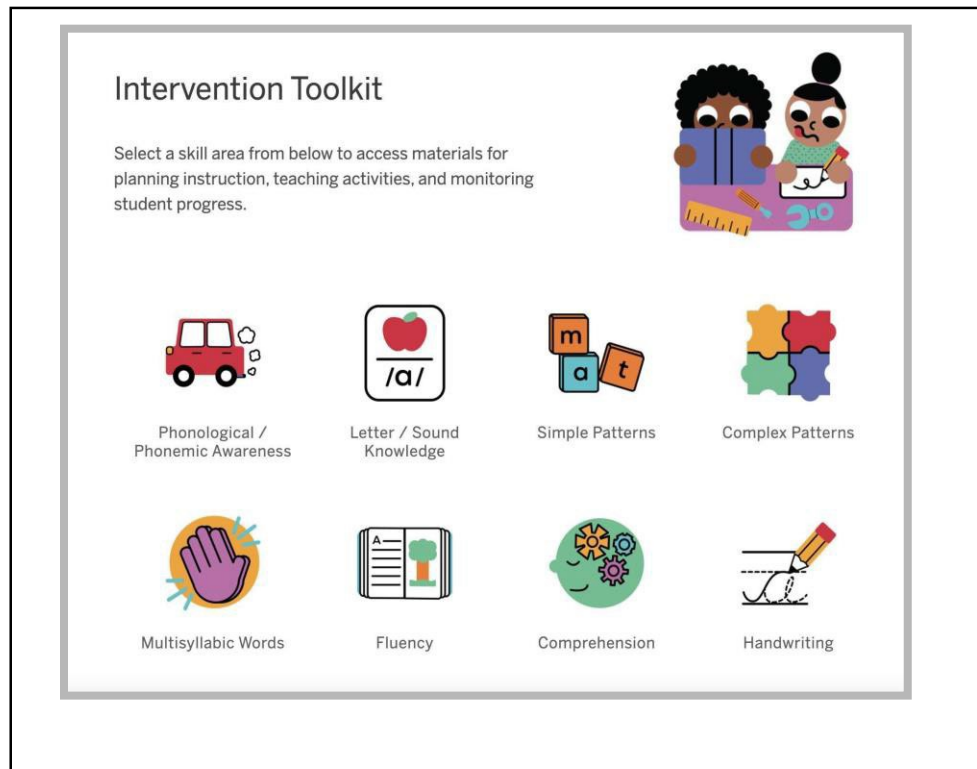
Amplify CKLA’s core materials contain scaffolds and supports that are embedded to provide all students access to Tier 1 instruction. Small group sessions are used throughout the CKLA. Small group time is an opportunity to work with students needing help with specific issues, such as difficulties with lettersound correspondences, fluency, and comprehension. Teachers provide timely feedback and also make notes for later instructional adjustments in the Anecdotal Reading Record. It is also a time for teachers to work with the more independent learners. Although activity pages and other activity suggestions are provided, teachers should decide how this time can best be utilized to meet the specific needs of students.

<b>Phonological Awareness: Re-create a Sequence of Environmental Sounds (Two or Three Sounds)</b>		
<b>Focus: Re-create a Sequence of Environmental Sounds (2 or 3 Sounds)</b>	<b>Teaching</b>	<b>Materials</b>
<b>Warm-Up</b> Note: This Warm-Up makes use of the Listening Walk Skills 1 Pausing Point under Discriminate Noises.	<p><b>Objective:</b> Prompt student attention to sounds and engage thinking about sounds.</p> <p><b>Listening:</b> Walk students to the library. Once settled in the library environment, have students close their eyes to listen and think about the sounds they hear. Ask students to share and discuss the sounds heard. Discussion should address listening skills from previous environmental sounds lessons. For example:                      “How many times did you hear the door open?”                      “Where did the laugh sound come from?”                      “Which sound happened last, the books falling or the chair moving?”</p> <p>Extend by asking students to listen again for additional sounds that were not initially identified. (e.g., “You mentioned the beep of the scanner the librarian uses. What other sounds do you hear when books are being checked out?”)</p>	Access to Library Environment
<b>Explicit Instruction</b>	<p><b>Objective:</b> Ensure familiarity with the target sounds, state the purpose for listening, and model the desired performance.</p> <p><b>Learning about Environmental Sounds:</b> Make several different animal sounds: <i>moo, oink, meow, woof, quack</i>. Identify each sound. Students repeat. Tell students the purpose of listening for this lesson is to imitate a sequence of sounds. This means you have to remember what you hear and make the sounds in the same order. Model the skill. Say, “moo, moo,” and repeat, “moo, moo.” Point out you copied the right sounds in the right order. Then say, “quack, moo,” and follow with, “moo, quack.” If students don’t catch your error, point out that you said the right sounds but in the wrong order. Repeat the item correctly and complete a few more examples using two or three sounds.</p>	Animal Sound List: <i>moo, oink, meow, woof, quack</i> (Optional: support with Animal Cards)
<b>Guided Practice</b>	<p><b>Objective:</b> Provide students an engaging opportunity to develop environmental sounds skills with decreasing support as students’ skills strengthen.</p> <p><b>Working with Environmental Sounds:</b> Say sequences of the selected animal sounds: <i>moo, oink, meow, woof, quack</i>. Initially use two sounds. As students are successful, increase to three sounds.</p> <p>Repeat, varying correct and incorrect sequences, and ask students to tell you if it was right or wrong.</p> <p>Have students repeat the sound sequences.</p> <p>If students are performing well, ask them to create sound sequences for you and/or classmates to repeat.</p> <p><b>Application of Skills:</b> Use the <i>Five Little Ducks</i> activity under Poems/Songs/ Nursery Rhymes. Create sound sequences with the animal sounds already practiced: <i>moo, oink, meow, woof, quack</i>. If students are performing well (i.e., accurate most of the time with sequences of three sounds), allow each student the opportunity to create a sound sequence for a verse of the song.</p>	Animal Sound List: <i>moo, oink, meow, woof, quack</i> (Optional: support with Animal Cards)  <i>Five Little Ducks</i> (P/S/ NR Resource 5)  Progress Monitoring Chart(s)

*A sample remedial lesson in Phonological Awareness from the Assessment and Remediation Guide for Grade K.*

**B4. The Resource is intended for use during Tier 2 or 3 instruction.**

Amplify CKLA includes materials that can be utilized for Tier 2 and Tier 3 differentiated support. The online unit-by-unit Assessment and Remediation Guides for Grades K-3 and Decoding and Encoding Remediation Supplement for Grades 4-5 are available online for students in need of additional instruction. These robust resources include lesson templates to plan for increasingly intensive levels of instruction: guided, explicit, and comprehensive. In addition, the Intervention Toolkit is a comprehensive resource site designed to help teachers provide tiered support using materials directly aligned to core instruction. Finally, teachers may use flexible Pausing Point days to reteach and differentiate as needed.



*The online Intervention Toolkit provides teachers with printable intervention resources including sample lessons, comprehension activities, handwriting practice and more.*

#### **B5. The Resource provides instruction in foundational skills for all grade levels.**

Amplify CKLA's intervention materials provide instruction in foundational skills for all grade levels. The unit-by-unit Assessment and Remediation Guides (ARG) for grades K-3 provide lesson templates and activities for students in need of additional instruction. The Lesson Templates within each section of the ARG provide a detailed model of the sequence of instructional steps to be followed when reteaching the particular foundational skill(s) targeted in that section. The Lesson Templates are followed by a Sample Remedial Lesson illustrating how specific skill work, activities, and progress monitoring can be applied to the template. Planning instruction with the ARG is guided by the observation of student performance during core instruction, student scores on performance assessments, and progress monitoring assessments from the ARG. Thoughtful observation of daily performance, integrating assessment with instruction, and providing targeted remediation as quickly as possible will help most struggling students become successful students. The ARG is specifically designed for each grade level and the foundational skills addressed within that grade level.

The Decoding and Encoding Remediation Supplement (DERS) in Grades 4 and 5 provides additional intervention materials. The DERS contains sample lessons, lesson templates, word lists, activity pages and more to address foundational skill gaps for upper elementary students. Teachers will find practice activities for a variety of syllable patterns, high-frequency words, vowel types, tricky spellings, and alternative spellings. The DERS is intended for use with students who have mastered some or most of the letter-sound correspondences in the English language, but who are not yet fluent readers because they lack specific decoding skills and/or have not had sufficient practice in reading decodable text.

CVC AND CVC PLURALS: LESSON TEMPLATES		
Sample Lesson Template Basic Code: Consonant and Short Vowel Sound Spellings		
Focus: Sound Spelling	Instructions	Materials
<b>Warm-Up</b>	Working in a small group, show students Spelling Cards for known sound spelling strengths. Say the sound and have students repeat or have students say the sound as you show them the Spelling Card.	Spelling Cards
<b>Teaching</b>	Show students the Spelling Card for the new sound to be taught. Tell students the sound. Have students repeat. Tell students different words with the targeted sound in the beginning, middle, and end of the words. Have students repeat the words. Repeat the words and ask students where the target sound is. Have students use their finger to draw an outline around this spelling on the Individual Code Chart.	new Spelling Cards Individual Code Chart
<b>Guided Practice</b>	Ask students to give words with the target sound. Ask students to write decodable words with the target sound.	dry-erase boards and markers or paper and pencil
<b>Independent Practice</b>	Students read words with targeted sound. Students can read lists of words or phrases with targeted sound. More proficient students can read connected decodable text with targeted sound.	materials in this section of the Supplement
<p><b>Note:</b> You may print the Spelling Cards provided in the Resources section of this Supplement on card stock. Alternatively, you may use index cards to create your own Spelling Cards as needed.</p>		

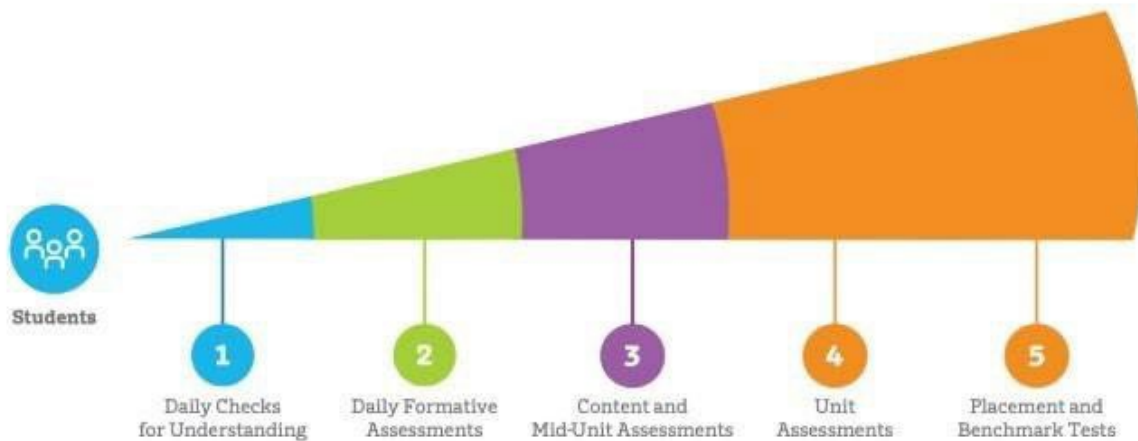
ONE-SYLLABLE WORDS WITH SEPARATED DIGRAPHS (MAGIC 'E'): LESSON TEMPLATE		
Sample Lesson Template One-Syllable Words with Separated Digraphs (Magic 'E')		
Focus: Digraphs	Instructions	Materials
<b>Warm-Up</b>	Review the short vowel sounds from Sections 1 and 2: /i/, /e/, /a/, /u/, and /o/ using the Individual Code Chart. Make a list of the sounds on the board/chart paper. Provide a few example words for each vowel spelling: <i>pit, sit, fit, bed, pet, bell, hat, sat, cap, pot, mop, sock, cut, run, fun.</i>	board/chart paper Individual Code Chart
<b>Teaching</b>	Write the word <i>at</i> and sound it out with students, emphasizing that the vowel sound in this word is /a/. Tell students that they are going to learn to read words with the vowel sound /ae/.  Write the word <i>ate</i> on the board/chart paper. Explain that even though the 'a' and 'e' are separated, they work together to stand for the /ae/ sound. Tell students that we call this kind of spelling a "separated digraph."  Display the Spelling Card 'a_e' > /ae/, saying the sound. Have students use their finger to trace an outline around this spelling on the Individual Code Chart.  Circle each spelling in <i>ate</i> as you say its sound, drawing a horseshoe around the 'a' and 'e'. Point to each spelling and say its sound again; point to the 'a' with your index finger while simultaneously pointing to the 'e' with your middle finger, saying /ae/.  Continue this procedure for the following words: <i>name, fate, safe.</i>	board/chart paper Spelling Card 'a_e' > /ae/ Individual Code Chart
<b>Guided Practice</b>	Chaining: Write the word <i>fat</i> and ask students to read it. While adding an 'e' to the word, ask students, "If that was <i>fat</i> and I add an 'e', how do we now say this word?" ( <i>fate</i> ) Continue this procedure with the following words: <i>pan, rat, cap, mad, tap.</i>	board/chart paper

Sample lesson templates from the Decoding and Encoding Remediation Supplement for Grades 4-5

## Assessments

**C1. The Resource includes formative and summative assessments to determine student progress and teacher pacing.**

Amplify CKLA offers a robust suite of assessments to ensure that teachers have all the information they need to monitor student progress, make appropriate placement and interventions, and adapt instruction to fit student needs. Assessments range from low-stakes, informal formative assessment opportunities to more formal summative assessments, as seen in the following diagram. Teachers may strategically implement the desired assessments to help them measure student progress and amend instruction.



Each CKLA lesson is organized around standards-aligned primary focus objectives that specifically describe what students should know and be able to do by the end of the lesson.

**Daily checks for understanding**, delivered briefly during instruction, allow teachers to monitor progress on each primary focus objective and adjust instruction as needed.

**Daily formative assessments** aligned to each lesson allow students to demonstrate learning success on that day's instruction. These assessments are completed during instructional time or as take-home activities.

**Content and mid-unit assessments** allow teachers to monitor progress during the unit or domain and tailor remaining instructional time, such as flexible Pausing Point days, to best suit student needs.

**Unit assessments** offer summative assessment of students' progress related to the instruction. These assessments, which typically take one instructional period, include support for analysis of errors and assessment charts to record student progress.

**Beginning-, Middle- and End-of-Year assessments** are multi-day assessments that help teachers gauge student mastery of grade-level material and direct placement and intervention.

CKLA also provides a range of ways to track student progress, many of which are found in the Teacher Resource section of the Teacher Guides.

- Ongoing tracking - a student progress record form may be used against a large range of student activities to track how students are progressing over time and how their progress compares with that of others in the class



- Mid- and end-of-unit assessments that are accompanied by directions and support for analysis of performance. These assess various topics and areas, including
  - Spelling
  - Grammar and morphology
  - Reading Comprehension
  - Writing

**C2. The Resource includes progress monitoring measures.**

Amplify CKLA has a progression of moment-by-moment Checks for Understanding, Formative Assessments, and Progress Monitoring tools. Checks for Understanding are designed to allow you to adjust instruction within the context of the lesson. Formative Assessments range from in-the-moment adaption to opportunities for individual, small group, and whole class reteach and review. Checks for Understanding and Formative Assessments also provide information to decide whether additional supports and practice (found at the end of the lesson and in the additional guides) are appropriate. Student performance data from mid-unit, end-of-unit, and benchmark assessments should be used to help differentiate during core instruction or during small group time and Pausing Point days. Additional Progress monitoring tools are available in the Assessment and Remediation Guides and the online Intervention Toolkit.

Record Sheet for Word Reading Progress Monitoring 1:				
Word	Student Pronunciation			
Sample: spin				
1. mask	/m/	/a/	/s/ /k/	____(1)
2. drops	/d/ /r/	/o/	/p/ /s/	____(2)
3. brim	/b/ /r/	/i/	/m/	____(1)
4. sled	/s/ /l/	/e/	/d/	____(1)
5. clump	/k/ /l/	/u/	/m/ /p/	____(2)
6. skin	/s/ /k/	/i/	/n/	____(1)
7. dunk	/d/	/u/	/n/ /k/	____(1)
8. snap	/s/ /n/	/a/	/p/	____(1)
<b>Total Correct</b>	____/10			

Record Sheet for Word Reading Progress Monitoring 3:				
Word	Student Pronunciation			
Sample: dot				
1. mad	/m/	/a/	/d/	____(3)
2. tag	/t/	/a/	/g/	____(3)
3. dim	/d/	/i/	/m/	____(3)
4. cot	/k/	/o/	/t/	____(3)
5. dog	/d/	/o/	/g/	____(3)
<b>Total Correct</b>	____/15			

'c' > /k/ (4) ____/1	'a' > /a/ (1, 2) ____/2	't' > /t/ (2, 4) ____/2
'm' > /m/ (1, 3) ____/2	'o' > /o/ (4, 5) ____/2	'd' > /d/ (1, 3, 5) ____/3
'g' > /g/ (2, 5) ____/2	'l' > /l/ (3) ____/1	

*Recording Sheets for Progress Monitoring for complex and simple spelling patterns.*

**Writing Instructional Resources**

**D1. The writing Resource aligns with the 2017 Virginia Standards of Learning for English and allows students to develop multiple Language Arts skills simultaneously.**

Amplify CKLA writing instruction aligns with the 2017 Virginia Standards of Learning for English and our program simultaneously allows students to develop multiple Language Arts skills. Amplify CKLA program provides explicit instruction to help students achieve grade-level writing proficiency. Writing instruction builds systematically and cohesively within and across grades.

In Amplify CKLA, writing instruction is integrated with reading instruction. Because Amplify CKLA has two strands of lessons in Grades K-2, Skills and Knowledge, students are exposed to the major text types

throughout the year. The Skills Strand not only teaches writing mechanics and processes but requires a range of written responses to texts including opinion and informative writing. In the Knowledge Strand, students complete frequent writing projects, combining textual analysis and creativity based on the rich content they are encountering.

In Grades K-2, writing mechanics—including handwriting and spelling—are taught in the Skills Strand. Starting in Grade 1, instruction includes four steps in the writing process: planning, drafting, editing, and publishing and features lessons that have modeling, collaboration, and sharing. As students gain skills and confidence, they are able to take on more of these steps independently. Students learn to use planning techniques, including brainstorming and graphic organizers. Beginning in Grade 4, the Amplify CKLA writing process expands to also include sharing and evaluating. In Grades 4 and 5, the writing process is no longer conceptualized as a series of scaffolded, linear steps (an important change from the Grade 3 writing process). Rather, students move between components of the writing process in a flexible manner similar to the process mature and experienced writers follow naturally.

Writing activities, including both short- and long-term projects, are present in all of the Knowledge Strand domains. Students start in Kindergarten with a familiar activity, such as drawing, to introduce them to expression from textual information. They rapidly move to using a range of graphic organizers, engaging in shared writing projects, and then progressing to individual writing work. Each form of writing is explicitly taught over a series of lessons that gradually prepare students to be more independent in their writing. Projects in Kindergarten include describing events and personal stories. In Grade 1 writing projects students write informational text, opinion statements, personal letters, and recount narratives through writing. By Grade 2, writing becomes increasingly complex and writing assignments include persuasive speeches about the War of 1812 and informational paragraphs about the life cycle of a frog.

<p style="text-align: center;"><b>Challenge</b></p> <p style="text-align: center;">Would you add any additional information to this paragraph on farming?</p>	<p style="text-align: center;"><b>MODEL WRITE ABOUT IT (5 MIN)</b></p> <ul style="list-style-type: none"> <li>Tell students that throughout this domain, they will write about things they have learned about the civilizations they are studying. The first civilization they will write about will be the Mayan civilization.</li> <li>Tell students that each day they have and will continue to work individually to write a sentence about each of the important aspects of the Maya. Explain that they will later work in groups, using the sentences and information on the Civilization Chart: Maya, to create a written paragraph about one aspect of the Mayan civilization.</li> <li>Model for students what this could look like, using an aspect of Mayan civilization they have already learned about: farming. Point to the Image Card on the Civilization Chart: Maya and show students the model paragraph you prepared in advance about farming.</li> <li>Read the paragraph aloud to students.</li> <li>Tell students this is an informational paragraph. Point out the following parts:             <ul style="list-style-type: none"> <li>introductory sentence [Reread this sentence.]</li> <li>body sentence(s) [Reread this sentence.]</li> <li>concluding sentence [Reread this sentence.]</li> </ul> </li> <li>Assign students to their groups and topics that you prepared in advance. Point out to students that these groups match a category on the Civilization Chart: Maya.</li> <li>Tell students that in a later lesson, they will work together to combine the sentences they wrote individually into a paragraph.</li> </ul>
<p style="text-align: center;"><b>Support</b></p> <p style="text-align: center;">Have students practice spelling words by doing Look/Say/Cover/Write/Check.</p>	<p style="text-align: center;"><b>Lesson 6: Joints and Muscles</b></p> <p style="text-align: right;"><span style="border: 1px solid black; border-radius: 50%; padding: 2px 5px;">25M</span></p> <h2 style="text-align: center;">Writing</h2> <p><b>Primary Focus:</b> Students will create a piece of writing that includes a topic and concluding sentence.</p> <p style="text-align: center;"><b>TOPIC AND CONCLUDING SENTENCES (25 MIN.)</b></p> <ul style="list-style-type: none"> <li>Remind students that in previous lessons, they worked on finding the topic sentence and concluding sentence for a paragraph, and writing their own with partners.</li> <li>Reread with the students the Paragraph chart that you created, or project digital Projection DPU3.L5.1.</li> </ul> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p style="text-align: center;"><b>Paragraphs</b></p> <p>A <b>paragraph</b> is a set of sentences on the same topic.</p> <p>A <b>topic sentence</b> is one sentence, usually the first, that tells the main idea, or what the paragraph is mostly about.</p> <p>A <b>concluding sentence</b> is one sentence, always the last, that wraps up the paragraph. It does not introduce new information. Often, it restates the topic sentence.</p> </div> <ul style="list-style-type: none"> <li>Tell students that today, they will work on writing a paragraph as a class. Tell students that a topic sentence will be provided. They will write supporting detail sentences and a concluding sentence.</li> <li>Write the following sentence on the board: "I like winter."</li> <li>Remind students that all the sentences in the paragraph must be about liking winter.</li> <li>Remind students that the last sentence should wrap up, or conclude, the paragraph and should not have new information.</li> <li>Take a few minutes to generate possible sentences about winter from students.</li> <li>As each sentence is suggested, ask students, "Does this sentence say something about liking winter?"</li> <li>Record these sentences on the board. Help students sequence the order in which</li> </ul>

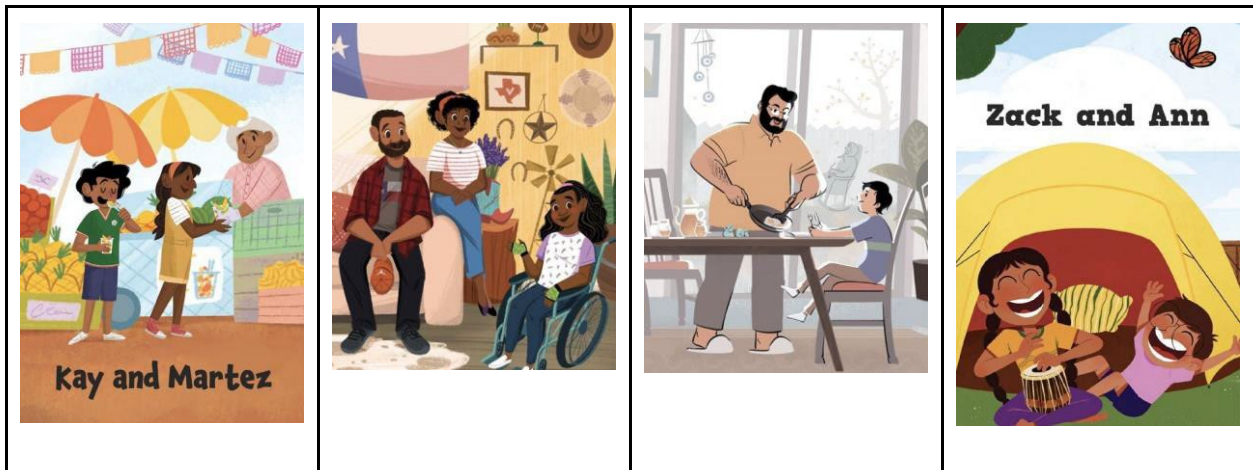
*Images from Grade 1 and Grade 3 Teacher Guides that include Writing*

**D2. The content is culturally sensitive, free from stereotypes and bias, and designed to support the diverse learners in APS.**

Amplify CKLA’s writing and reading instruction are culturally sensitive, free from stereotypes, and designed to support the diverse learners in Arlington Public Schools. Throughout Amplify CKLA, teachers receive substantial support and guidance for how to help students grapple with culturally sensitive learning activities. Notes and scaffolds built into the lessons at point of use offer suggestions for in-the-moment support for writing. Additional instructional materials, such as the Knowledge Builder videos that accompany each K-2 Knowledge domain, help students engage with domain content, giving them models of young people like themselves grappling with culturally sensitive content. For example, the video associated with Grade 2, Domain 12 (Fighting for a Cause) shows a contemporary girl who speaks up about an instance of systemic racism in her own community.

Amplify materials undergo numerous phases of review, including sensitivity and bias review from both subject matter experts and educators, to ensure that students encounter diverse, age-appropriate texts. The program’s careful text progression gives all students the opportunity to see themselves represented and to use their increasing knowledge of self to better understand both the commonalities and the rich complexity of the human experience.

Amplify CKLA presents multifaceted pictures of people by introducing students to a broad range of identity factors while avoiding stereotypes. Throughout, students encounter people from different backgrounds performing everyday roles that underscore the common things that connect us all while also dispelling stereotypes. The program builds students’ knowledge of diverse cultural backgrounds through different historical eras, helping them understand what connects us to our predecessors and how we remain distinct from them. Materials place particular emphasis on representing different aspects, including names, of African and Hispanic/Latino cultures, tracing their history from their earliest civilizations up through their many contributions to contemporary society.





*Images from Student Readers*

**D3. The writing Resource provides differentiation for special populations, such as English Learners and Students with Disabilities.**

Each unit of instruction in CKLA has a corresponding Teacher Guide. The Teacher Guide provides clear lesson-by-lesson guidance for successfully delivering CKLA to every student. The Teacher Guides are organized into helpful sections. Each writing lesson has comprehensive guidance for the teacher,

including background information, primary focus objectives, lists of materials, annotations, suggestions on how to present content, estimated instructional time, checks for understanding, and formative assessments. Lessons also provide point-of-use differentiation including Support, Challenge, and Access supports for ELLs. Writing lessons in CKLA include differentiation opportunities and pedagogical suggestions based on the needs of special populations.

 <p><b>Writing</b></p> <p><b>Understanding Text Structure</b></p> <p><b>Entering/Emerging</b> Ask students yes/no questions about paragraph structure (e.g., "Is the topic sentence about a different topic than the other sentences?").</p> <p><b>Transitioning/Expanding</b> Have students explain paragraph structure using a sentence frame (e.g., "A topic sentence is . . .").</p> <p><b>Bridging</b> Provide minimal support as students examine the paragraphs.</p>	 <p><b>Writing</b> <b>Writing</b></p> <p><b>Entering/Emerging</b> Provide level-appropriate sentence frames (e.g., "A good friend should be _____. I know my friends are _____ because _____. This makes me feel _____.").</p> <p><b>Transitioning/Expanding</b> Provide level-appropriate sentence frames (e.g., "A good friend should be _____. Having friends who are _____ makes me feel _____.").</p> <p><b>Bridging</b> Provide level-appropriate sentence frames (e.g., "A good friend should be _____").</p>
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*Teacher Guides include Access Sidebars at varied levels for students in need of additional scaffolding during writing instruction.*

**D4. The writing Resource must provide instruction for relevant, student-centered and authentic writing opportunities and have the flexibility to meet individual student needs.**

Writing activities, including both short- and long-term projects, are present across Amplify CKLA. Students start in Kindergarten with a familiar activity, such as drawing, to introduce them to expression from textual information. They rapidly move to using a range of graphic organizers, engaging in shared writing projects, and then progressing to individual writing work. Each form of writing is explicitly taught over a series of lessons that gradually prepare students to be more independent in their writing. Activity Books include resources that teachers can use for writing instruction such as editing checklists, rubrics, graphic organizers, and writing templates.

CKLA students in Grades 3-5 write multiple texts in each major text type, and writing instruction is integrated with reading instruction. Writing projects vary between rapid daily writing (e.g., in journals), single-sitting writing prompts, and long projects taught and implemented over multiple sittings. Although some assignments do offer blended forms, the program asks students to produce writing in the required text type proportions. In CKLA, students learn to communicate both orally and in writing

with multiple audiences and with purposes as diverse as reconstructing major historical events, dramatizing text, summarizing or paraphrasing events for specific audiences, and demonstrating the products of group collaborations.

**D5. The Resources for writing provides mentor texts to align with the genres found in the Virginia Standards of Learning. Exemplars of proficient writing across multiple genres including informative, narrative, opinion, argument for teacher and student use. Exemplars will include annotative notes for why the writing is proficient.**

All Amplify CKLA texts, whether in the Student Reader or a Read-Aloud, are used as anchor texts for both reading and writing tasks. In addition, the Trade Book Guides provide additional writing tasks associated with a high-quality authentic text included in our K-2 Trade Book Collection. The writing tasks in CKLA are aligned to the requirements found in the Virginia Standards of Learning. Students in CKLA have writing opportunities within each of the text types that include narrative, descriptive, expository, and opinion. Additional writing opportunities in Grades 3-5 can be found in the Essential Questions and Writing Prompts documents on the Teacher Resource site. These documents provide additional writing opportunities that can be utilized as needed. Specific projects in CKLA include writing rubrics that allow students to see what is expected of them. In addition, select projects include model writing samples that teachers can project and examine with students. CKLA also provides general rubrics for each text type that can be utilized as needed. The CKLA Professional Learning Site provides samples of student work across grade levels.

SAMPLE PERSUASIVE ESSAY		
<b>Introduction</b>	Nature and its resources were very important to Great Plains tribes. Native Americans who lived in the Great Plains were dependent on things from nature to survive and thrive. I think this image best shows the relationship between Native Americans and the land because it shows how important the Great Plains habitat was in shaping the tribes' way of life.	states the opinion/argument
<b>Body</b>	This image shows a young man working in front of his family's tipi. His clothing and moccasins are made from the hides of buffalo. The tipi sits on the dusty ground of the Great Plains. Tall, wooden sticks support the tipi cover, and you can see them through the opening at the top of the tipi. A hide is being dried in the sun using a support made of sticks and thread.	detailed image description
	In this image you can see the dry, dusty landscape of the Great Plains. It could sometimes be hard for tribes of the Great Plains to find food because of the harsh habitat. The characteristics of this land greatly influenced the way of life for Native Americans in the Great Plains. Over time, the tribes of the Great Plains had to adapt to the environment.	1st piece of supporting evidence
	Buffalo were the largest animals in the Great Plains, and the tribes depended on the buffalo in almost every way. One way they used buffalo was to make the covers for tipis, like the one in this image. Tipis were an important part of the way of life of Native Americans who lived on the plains. Tipis were made from resources they could find in nature. They used wood to make sturdy poles for the tipi. They used buffalo hide to make durable covers to stretch over the poles, and they used sinew from the buffalo to sew the covers together. The tipi in this image shows how important the animals and plants were to Native Americans of the Great Plains.	2nd piece of supporting evidence
	Not only did the Native Americans use buffalo hides to create tipi covers, but they also used the hides for their clothing. In this image, the clothing and moccasins the man is wearing were made from a buffalo's hide. Native Americans used the whole buffalo to survive and thrive; everything had a purpose.	3rd piece of supporting evidence
<b>Conclusion</b>	The buffalo, an important part of the Great Plains landscape, was important to the Great Plains Native Americans' way of life. The harsh landscape made it difficult to survive in the Great Plains. By using an important part of nature, the buffalo, the Native Americans of the Great Plains adapted to the environment and were able to thrive. I chose this image because it shows how important buffalo and the natural habitat of the Great Plains were to the Native American way of life.	states the opinion/argument in a new way


*Example of sample persuasive/opinion essay from CKLA Grade 5, Unit 8*

**D6. The Resource will seamlessly integrate reading and writing opportunities for students to address multiple standards.**

Amplify CKLA integrates reading and writing opportunities for students to address multiple standards. Each CKLA writing lesson includes a primary focus objective that is aligned to one or more grade level literacy standards. For example, in Grade 3 Unit 10 Lesson 9, students are writing narrative paragraphs



and utilizing a revision checklist to improve their work. This addresses multiple Virginia Standards in Writing including 3.8a (Engage in writing as a process) and 3.8j (Revise writing for clarity of content using specific vocabulary and information).




**Reading/Viewing Closely**

**Entering/Emerging**  
Reframe questions to require yes or no answers, e.g., "Was a Thanksgiving celebration a part of Puritan life?"

**Transitioning/Expanding**  
Allow students to work with a partner to complete Activity Page 9.2

**Bridging**  
Encourage students to reread portions of the text to find evidence to support their answers and to work independently.

**Activity Pages 6.3, 8.2, and 9.3**



**Lesson 9: Pilgrims and Puritans**

# Writing

**30M**

**Primary Focus:** Students will revise a draft of a narrative using a revision checklist.

**NARRATIVE WRITING: REVISING (30 MIN.)**

- Make sure students have all the activity pages they've been working on to put together their stories, especially Activity Pages 6.3 and 8.2.
- Explain to students that today they'll be bringing all their writing together in a single draft of their story.
- Pass out writing paper to students. Explain that they will be copying their writing from the activity pages onto the paper.
- Tell them that while they are writing, they can look for ways to improve their writing and make it more interesting for the reader by revising.
- Have students turn to Activity Page 9.3.
- Display the chart you prepared previously:

Revision Checklist	
1.	Do I have an interesting beginning to the story?
2.	Do I have a good conclusion to the story?
3.	Do I have a plot with a climax or high point in my story?
4.	Did I introduce and develop my characters with actions, dialogue, and how they interact with other characters?
5.	Are my characters interesting?
6.	Is this my best work?

*Image from Grade 3 Unit 10 that addresses multiple grade level writing standards.*

## Handwriting Resources

### **E1. The K-3 resource is developmentally appropriate for manuscript and cursive writing.**

Amplify CKLA's handwriting instruction is developmentally appropriate for manuscript and cursive writing. Students' handwriting lessons are integrated into the Amplify CKLA Skills Strand. In kindergarten, students practice forming a number of writing strokes used to create letters (e.g., horizontal lines, vertical lines, circles, etc.). As students learn to draw these writing strokes, their fine motor skills will increase, and they will begin to master the tripod grip. This will prepare students to write letters in Unit 3 of the kindergarten curriculum. CKLA students will continue to practice their manuscript writing skills whenever a new sound-spelling pattern is introduced.

Students in Grades 3 and 4 will receive cursive instruction found in Unit 1 Teacher Guides and the Cursive Activity Books. CKLA's cursive program covers the lower- and uppercase alphabets and with the accompanying Activity Book, it provides both a solid introduction to students who are new to cursive and a timely refresher to more experienced students. Teachers should proceed at a pace that is right for their classes, allowing new students of cursive to become comfortable writing each letter or letter group before introducing new ones. Students reviewing cursive can sharpen their penmanship skills with periodic assignments from the Activity Book. Once students have learned all the letters, have them

practice by completing select writing assignments in cursive. The Activity Book also includes individual letter practices pages.

<ul style="list-style-type: none"> <li>• Model drawing the same letter two or three more times in a row.</li> <li>• Have students trace the letter on the desk with a pointed finger.</li> <li>• Have students trace and copy lowercase 'a' on the activity page.</li> <li>• Encourage students to say the sound /a/ each time they write the letter.</li> <li>• Repeat the same steps for uppercase 'A', pointing out that it looks different from lowercase 'a' and touches the top line of the handwriting guidelines.</li> <li>• Remind students that uppercase letters are used for the first letter in the first word of a sentence and for the first letter in the name of a person or place.</li> <li>• Repeat the same steps for 'p'—'P', 'n'—'N', 'c'—'C', and 'g'—'G'.</li> </ul>	<p><b>The Counter-Clock Letters: Lowercase 'a', 'c', 'd', 'g', 'o', and 'q'</b></p> <ul style="list-style-type: none"> <li>• Tell students they will start learning the cursive alphabet with the lowercase letters, beginning with the letters 'a', 'c', 'd', 'g', 'o', and 'q'. Print each of the letters on the board, and then slowly write each letter in cursive underneath its print counterpart.</li> <li>• Ask students what the shape of the cursive letters have in common.             <ul style="list-style-type: none"> <li>» They all have a round shape; each includes a circle or part of a circle.</li> </ul> </li> <li>• Tell students that because of the roundness of these letters and the way they are formed, (by moving a pencil in the opposite direction of the movement of a clock's hands), they are called the Counter-Clock Letters.</li> <li>• Write the letters on the board again, emphasizing the circular shape that is part of each.</li> <li>• Direct students to Activity Page C2.1. Point out that some of the letters on the page are written with dotted lines rather than solid lines. Tell them that the dotted letters are for tracing and the solid letters are for copying.</li> <li>• Point out that some letters also have small arrows around them. Tell students that these are to help guide them in the correct way to form each letter.</li> <li>• If possible, project a page of the activity book and model tracing, copying and forming letters using the guiding arrows.</li> <li>• Stand facing away from the class and model writing each letter in the air. Have students do the same.</li> <li>• Model writing the Counter-Clock Letters, one at a time, on the board or using a projector that permits students to observe your hand movements. After modeling each letter, have students trace it on Activity Page C2.1.</li> <li>• Have students complete the activity page. As they work, circulate and offer assistance as needed.</li> </ul>										
<table border="1"> <tr> <td data-bbox="251 598 349 808"> <p><b>a</b></p> <p>Start between the dotted line and the bottom line.</p> <ol style="list-style-type: none"> <li>1. circle to the left</li> <li>2. short line down</li> </ol> </td> <td data-bbox="365 598 462 808"> <p><b>p</b></p> <p>Start on the dotted line.</p> <ol style="list-style-type: none"> <li>1. line down ending below bottom line</li> <li>2. circle to the right</li> </ol> </td> <td data-bbox="479 598 576 808"> <p><b>n</b></p> <p>Start on the dotted line.</p> <ol style="list-style-type: none"> <li>1. short line down</li> <li>2. hump</li> </ol> </td> <td data-bbox="592 598 690 808"> <p><b>c</b></p> <p>Start just below the dotted line.</p> <ol style="list-style-type: none"> <li>1. most of a circle to the left</li> </ol> </td> <td data-bbox="706 598 803 808"> <p><b>g</b></p> <p>Start between the dotted line and the bottom line.</p> <ol style="list-style-type: none"> <li>1. circle to the left</li> <li>2. fish hook ending below bottom line</li> </ol> </td> </tr> <tr> <td data-bbox="251 819 349 1008"> <p><b>A</b></p> <p>Start on the top line.</p> <ol style="list-style-type: none"> <li>1. diagonal left (lift)</li> <li>2. diagonal right (lift)</li> <li>3. line across</li> </ol> </td> <td data-bbox="365 819 462 1008"> <p><b>P</b></p> <p>Start on the top line.</p> <ol style="list-style-type: none"> <li>1. long line down (lift)</li> <li>2. half a circle to the right</li> </ol> </td> <td data-bbox="479 819 576 1008"> <p><b>N</b></p> <p>Start on the top line.</p> <ol style="list-style-type: none"> <li>1. long line down (lift)</li> <li>2. diagonal right</li> <li>3. long line up</li> </ol> </td> <td data-bbox="592 819 690 1008"> <p><b>C</b></p> <p>Start just below the top line.</p> <ol style="list-style-type: none"> <li>1. most of a circle to the left</li> </ol> </td> <td data-bbox="706 819 803 1008"> <p><b>G</b></p> <p>Start just below the top line.</p> <ol style="list-style-type: none"> <li>1. most of a circle to the left</li> <li>2. line across</li> </ol> </td> </tr> </table>		<p><b>a</b></p> <p>Start between the dotted line and the bottom line.</p> <ol style="list-style-type: none"> <li>1. circle to the left</li> <li>2. short line down</li> </ol>	<p><b>p</b></p> <p>Start on the dotted line.</p> <ol style="list-style-type: none"> <li>1. line down ending below bottom line</li> <li>2. circle to the right</li> </ol>	<p><b>n</b></p> <p>Start on the dotted line.</p> <ol style="list-style-type: none"> <li>1. short line down</li> <li>2. hump</li> </ol>	<p><b>c</b></p> <p>Start just below the dotted line.</p> <ol style="list-style-type: none"> <li>1. most of a circle to the left</li> </ol>	<p><b>g</b></p> <p>Start between the dotted line and the bottom line.</p> <ol style="list-style-type: none"> <li>1. circle to the left</li> <li>2. fish hook ending below bottom line</li> </ol>	<p><b>A</b></p> <p>Start on the top line.</p> <ol style="list-style-type: none"> <li>1. diagonal left (lift)</li> <li>2. diagonal right (lift)</li> <li>3. line across</li> </ol>	<p><b>P</b></p> <p>Start on the top line.</p> <ol style="list-style-type: none"> <li>1. long line down (lift)</li> <li>2. half a circle to the right</li> </ol>	<p><b>N</b></p> <p>Start on the top line.</p> <ol style="list-style-type: none"> <li>1. long line down (lift)</li> <li>2. diagonal right</li> <li>3. long line up</li> </ol>	<p><b>C</b></p> <p>Start just below the top line.</p> <ol style="list-style-type: none"> <li>1. most of a circle to the left</li> </ol>	<p><b>G</b></p> <p>Start just below the top line.</p> <ol style="list-style-type: none"> <li>1. most of a circle to the left</li> <li>2. line across</li> </ol>
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*Amplify CKLA includes resources for handwriting instruction in both manuscript and cursive.*

## E2. The Resource has reproducibles for core instruction and reteaching.

Amplify CKLA includes Activity Book pages for students to practice their handwriting whenever a new sound-spelling correspondence is introduced. Additional practice pages and intervention resources are available through the online Intervention Toolkit. Teachers will find Letter Formation Chants, Progress monitoring tools and recording sheets, as well as reproducibles with uppers and lowercase letters.

Teachers are provided with handwriting guidelines to follow when teaching letter formations. Amplify CKLA students practice handwriting using pages with handwriting guidelines to support proper letter formation.



NAME: \_\_\_\_\_ DATE: \_\_\_\_\_ 1.1 Activity Page

Directions: Have the student trace and copy the letters. The student should say the sounds while writing the letters.

a a a A A

p p p P P

n n n N N

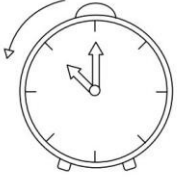
c c c C C

g g g G G

SKILL 1

ACTIVITY PAGE **C2.1** NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

**The Counter Clock Letters**

a c d g o q 

1. Trace the dotted letters.

a a a c c c d d d

g g g o o o q q q

2. Copy the letters onto the blank lines.

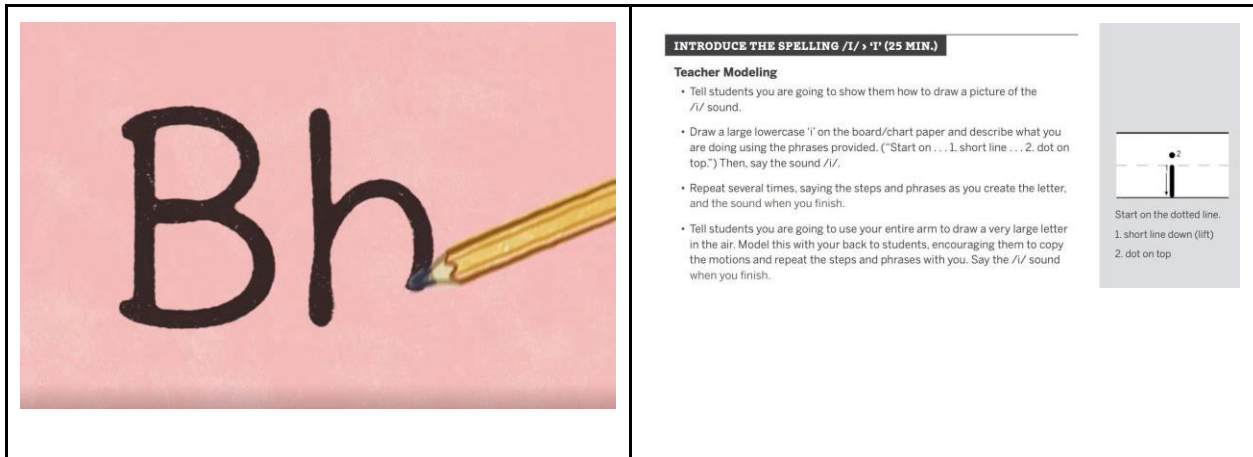
a a a c c c d d d

g g g o o o q q q

*Practice pages from the Student Activity Book and the Cursive Activity Book*

**E3. The Resource has multisensory or digital tools to support instruction.**

Amplify CKLA includes multisensory activities and digital tools that support handwriting instruction. CKLA teachers and students have access to the CKLA Student Hub from most internet enabled devices. The Student Hub contains a variety of multimedia resources including the Sound Library. The Sound Library contains songs, videos, and sample pronunciations for each of the sound spelling correspondences that students encounter across the year. The videos in the Sounds Library contain animations that show how the letters are formed. This is a valuable resource for students first learning to print as well as a way to reinforce what they have learned in class. Multisensory activities are included whenever a new sound-spelling pattern is introduced to students. For example, the Teacher Guide may suggest that students use their arms to draw the letter in the air before practicing their Activity Book pages.



*Images from the Sound Library video and an example of teacher modeling when introducing a new letter.*

### **Professional Learning and Coaching**

Amplify offers grade-banded professional learning for teachers in a variety of modalities for maximum reach and efficiency. All training sessions (Initial and Strengthening) are offered in alignment with the program configuration: K-2 and 3-5 sessions. Training can be delivered both in person and virtually for up to 30 participants.

**Attachment B**

Fee Schedule

Receipt of Resources	Timeline
Receipt of Digital Resources	On or before June 30, 2022
Initial Receipt of 80-Day Instruction Print Resources, Balance of Print Resources	On or before July 22, 2022, October 15, 2022
Completion of Initial Training	On or before August 25, 2022

**To be provided At No Cost to APS**

	Product	Timeline
1.	Class texts sets of twenty (20) readers per grade level per school for the schoolbook room, with any purchase of classroom materials.	Initial Contract Term and Renewal Terms
2.	APS to record all professional learning virtual training sessions to be used for onboarding teachers throughout the school year as an asynchronous option.	Initial Contract Term and Renewal Terms
3.	Professional Development Plan - 6 days of on- site PD training days, and 4, 6-hour virtual training sessions.	Initial Contract Term
4.	Sponsor two (2) celebration events of unboxing and initial training for beginning of the year for educators.	Tuesday August 23, 2022, Monday Oct 10, 2022 <i>** (Dates may change)</i>
5.	Decodable readers replenished each year for Grades 3-5	Contract Renewal Terms
6.	Consumable paperback workbooks replenished each year for Grades 3-5	Contract Renewal Terms

**Attachment B**  
**Fee Schedule**

**\*\* All physical materials are required to ship at the lowest and best rate based on the actual weight of the order total. Not to exceed 8%.**

Grade Level	Product	Unit Price
Kindergarten	Teacher Manual and Resources -print and digital CKLA GK Knowledge Classroom Kit Bundle	\$1,475.00
Kindergarten	Student Core text and Print Resources CKLA GK Knowledge Activity Book Consumable Set	\$7.00
Kindergarten	Teacher Manual and Resources -print and digital CKLA GK Complete Classroom Kit Bundle	\$2,999.00
Kindergarten	Student Core text and Print Resources CKLA GK Skills & Knowledge Activity Book Consumable Set	\$38.00
Kindergarten	Student Digital Resources CKLA GK Multimedia Hub Student License	Included with Teacher Manual and Resources
Kindergarten	CKLA GK Teacher Interactive Classroom License, 1yr	\$12.00
Kindergarten	CKLA GK Student Interactive Classroom License, 1yr	\$30.00
Kindergarten	CKLA GK Trade Book Collection	\$85.00
Kindergarten	Decodables and class library texts - no decodables in Amplify CKLA Knowledge Strand. Reader sets are associated with the Amplify CKLA Skills Strand. These are included in the Complete Classroom Kits.	\$19.96
First Grade	Teacher Manual and Resources -print and digital CKLA G1 Knowledge Classroom Kit Bundle	\$1,275.00
First Grade	Student Core text and Print Resources CKLA G1 Knowledge Activity Book Consumable Set	\$7.00
First Grade	Teacher Manual and Resources -print and digital CKLA G1 Complete Classroom Kit Bundle	\$2,499.00
First Grade	Student Core text and Print Resources CKLA G1 Skills & Knowledge Activity Book Consumable Set	\$38.00
First Grade	Student Digital Resources CKLA G1 Multimedia Hub Student License	Included with Teacher Manual and Resources
First Grade	CKLA G1 Teacher Interactive Classroom License, 1yr	\$12.00
First Grade	CKLA G1 Student Interactive Classroom License, 1yr	\$30.00
First Grade	CKLA G1 Trade Book Collection	\$85.00
First Grade	Decodables and class library texts - no decodables in Amplify CKLA Knowledge Strand. Reader sets are associated with the Amplify CKLA Skills Strand. These are included in the Complete Classroom Kits.	\$27.96
Second Grade	Teacher Manual and Resources -print and digital CKLA G2 Knowledge Classroom Kit Bundle	\$1,575.00
Second Grade	Student Core text and Print Resources CKLA G2 Knowledge Activity Book Consumable Set	\$7.00
Second Grade	Teacher Manual and Resources -print and digital CKLA G2 Complete Classroom Kit Bundle	\$2,899.00

Second Grade	Student Core text and Print Resources CKLA G2 Skills & Knowledge Activity Book Consumable Set	\$38.00
Second Grade	Student Digital Resources CKLA G2 Multimedia Hub Student License	Included with Teacher Manual and Resources

Grade Level	Product	Unit Price
Second Grade	CKLA G2 Teacher Interactive Classroom License, 1yr	\$12.00
Second Grade	CKLA G2 Student Interactive Classroom License, 1yr	\$30.00
Second Grade	CKLA G2 Trade Book Collection	\$95.00
Second Grade	Decodables and class library texts - no decodables in Amplify CKLA Knowledge Strand. Reader sets are associated with the Amplify CKLA Skills Strand. These are included in the Complete Classroom Kits.	\$23.96
Third Grade	Teacher Manual and Resources -print and digital CKLA G3 Complete Classroom Kit Bundle	\$1,999.00
Third Grade	Student Core text and Print Resources CKLA G4 Activity Book Consumable Set, <b>1 yr</b>	\$38.00
Third Grade	Student Digital Resources CKLA G3 Multimedia Hub Student License	Included with Teacher Manual and Resources
Third Grade	CKLA G3 Teacher Interactive Classroom License, 1yr	\$12.00
Third Grade	CKLA G3 Student Interactive Classroom License, 1yr	\$30.00
Third Grade	Decodables and class library texts CKLA G3 Readers	Included with Teacher Manual and Resources
Fourth Grade	Teacher Manual and Resources -print and digital CKLA G4 Complete Classroom Kit Bundle	\$1,499.00
Fourth Grade	Student Core text and Print Resources CKLA G4 Activity Book Consumable Set, <b>1 yr</b>	\$38.00
Fourth Grade	Student Digital Resources CKLA G4 Multimedia Hub Student License	Included with Teacher Manual and Resources
Fourth Grade	CKLA G4 Teacher Interactive Classroom License, 1yr	\$12.00
Fourth Grade	CKLA G4 Student Interactive Classroom License, 1yr	\$30.00
Fourth Grade	Decodables and class library texts CKLA G4 Readers	Included with Teacher Manual and Resources
Fifth Grade	"Teacher Manual and Resources -print and digital CKLA G5 Complete Classroom Kit Bundle	\$1,699.00
Fifth Grade	Student Core text and Print Resources CKLA G5 Activity Book Consumable Set, <b>1yr</b>	\$38.00
Fifth Grade	Student Digital Resources CKLA G5 Multimedia Hub Student License	Included with Teacher Manual and Resources
Fifth Grade	CKLA G5 Teacher Interactive Classroom License, 1yr	\$12.00
Fifth Grade	CKLA G5 Student Interactive Classroom License, 1yr	\$30.00
Fifth Grade	Decodables and class library texts CKLA G5 Readers	Included with Teacher Manual and Resources

Grade Level	Consumables and Licenses	Unit Price
K-5 Grades	Teacher Resources Digital - Access All Grade Levels CKLA K-5 Teacher Resource Site & Multimedia Hub License (1 teacher included with purchase of kit; for additional teachers only)	\$25.00
K-5 Grades	CKLA K-5 Teacher Interactive Classroom License	\$12.00

K-5 Grades	CKLA K-5 Student Interactive Classroom License	\$30.00
Kindergarten	Consumable Workbook Replenishment CKLA GK Knowledge Activity Book Consumable Set	\$7.00
First Grade	Consumable Workbook Replenishment CKLA G1 Knowledge Activity Book Consumable Set	\$7.00
Second Grade	Consumable Workbook Replenishment CKLA G2 Knowledge Activity Book Consumable Set	\$7.00
<b>Third Grade</b>	Additional Consumable Workbooks CKLA G3 Activity Book Consumable Set	<b>\$38.00</b>
<b>Fourth Grade</b>	Additional Consumable Workbooks CKLA G4 Activity Book Consumable Set	<b>\$38.00</b>
<b>Fifth Grade</b>	Additional Consumable Workbooks CKLA G5 Activity Book Consumable Set	<b>\$38.00</b>
Kindergarten	Consumable Workbook Replenishment CKLA GK Skills & Knowledge Activity Book Consumable Set	\$38.00
First Grade	Consumable Workbook Replenishment CKLA G1 Skills & Knowledge Activity Book Consumable Set	\$38.00
Second Grade	Consumable Workbook Replenishment CKLA G2 Skills & Knowledge Activity Book Consumable Set	\$38.00



Attachment C

**Contractor Certification Regarding Criminal Convictions**

As the official authorized to enter into this Contract on behalf of my organization, I certify that the Contractor, its employees, its sub-contractor(s) and their employees, who will have direct contact with students either on or off school property either during regular school hours or during school-sponsored activities during the performance of this Contract, has not been convicted of:

1. A felony or of any offense involving the sexual molestation, physical or sexual abuse, or rape of a child;
2. A sexually violent offense as defined in Va. Code Ann. § 9.1-902;
3. Any of the offense listed below occurring on or after July 1, 2006 in which the offender was more than three years older than the victim, when the offense was done in the commission of, or as a part of the same course of conduct of, or as part of a common scheme or plan to commit, (i) abduction or kidnaping in violation of Va. Code Ann. § 18.2-47 or § 18.2-48, (ii) burglary in violation of Va. Code Ann. § 18.2-89, (iii) entering a dwelling house with intent to commit crimes in violation of Va. Code Ann. § 18.2-90 or Va. Code Ann. § 18.2-91, or (iv) aggravated malicious wounding in violation of Va. Code Ann. § 18.2-51.2., or (v) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof:
  - a. Rape of a child under 13 in violation of Va. Code Ann. § 18.2-61;
  - b. Forcible sodomy with a child under 13 in violation of Va. Code Ann. § 18.2-67.1; or
  - c. Object sexual penetration with a child under 13 in violation of Va. Code Ann. § 18.2-67.2;.or
4. A conviction for a crime of moral turpitude.

I understand that a materially false statement regarding this certification is a Class 1 misdemeanor and that conviction of such misdemeanor shall result in the revocation of this Contract and of any related license that I may hold. I declare under penalty of perjury that the foregoing statements are true and correct.

This form must be completed by an authorized official for any organization contracting to provide services under a contract with the Arlington Public Schools or any of its schools or departments, or

any subcontractor under such contractor.

Telephone

Signature

Amplify Education, Inc.

Name of Offeror

LaShon Ormond

SVP & GM, K-12 Humanities

Name and Title (please type or print)

55 Washington Street, Suite 800

Brooklyn, NY 11201 Address of Offeror

2/24/2022

Date

(800) 823-1969



**Attachment D**  
**Non-Disclosure and Data Security Agreement**

The undersigned, an authorized agent of the Contractor and on behalf of Amplify Education, Inc. (Contractor) hereby agree that the Contractor will hold Arlington Public Schools (APS) provided information, documents, data, images, records and the like (hereafter "Information") confidential and secure and to protect it against loss, misuse, alteration, destruction or disclosure. This includes but is not limited to the Information of the APS, its employees, contractors, residents, clients, patients, taxpayers and property as well as Information that the APS shares with Contractor for testing, support, conversion or other services provided under APS (the "Work" or "APS Contract" as applicable) or which may be accessed through other APS owned or controlled databases (all of the above collectively referred to herein as "Information" or "APS Information").

In addition to the Data Security obligations set in the APS Contract, the Contractor agrees that it will maintain the privacy and security of the APS Information, control and limit internal access and authorization for access to such Information and not divulge or allow or facilitate access to APS Information for any purpose or by anyone unless expressly authorized. This includes but is not limited to Information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her (hereinafter "his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or that affords a basis of inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, and the record of his presence, registration, or membership in an organization or activity, or admission to an institution (also collectively referred to herein as "Information" or "APS Information").

Contractor also agree that it will not directly or indirectly use or facilitate the use or dissemination of Information (whether intentionally or by inadvertence, negligence or omission verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Work. Contractor acknowledges that any unauthorized use, dissemination or disclosure of Information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

The Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any Information obtained directly, or indirectly, as a result of its work on the Work. Contractor shall coordinate closely with the APS Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate, tightly controlled and that such person/s also maintain the security and privacy of Information and the integrity of APS networked resources.

Contractor agrees to take strict security measures to ensure that Information is kept secure, properly stored, that it is stored that it is encrypted as appropriate, stored in accordance with industry best practices and otherwise protected from retrieval or access by unauthorized persons or unauthorized purpose. Any device or media on which Information is stored, even temporarily, will have strict security and access control. Any Information that is accessible will not leave the Contractor's work site or the APS' physical facility, if working onsite, without written authorization of the APS Project Officer. If remote access or other media storage is authorized, Contractor is responsible for the security of such storage device or paper files.

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the APS, and connected to the APS network are secure and free of all computer viruses or running the latest version of an industry standard virus protection program. Contractor will ensure that all passwords used by its employees or subcontractors are robust, protected and not shared. No Information may be downloaded expect as agreed to by the parties and then only onto an APS approved device. Downloading onto a personally owned device is prohibited. Contractor agrees that it will notify the APS Project Officer immediately upon discovery, becoming aware or suspicious of any unauthorized disclosure of Information, security breach, hacking or other breach of this Non-Disclosure and Data Security Agreement, the APS Contract, APS policy, Contractor's security policies, or any other breach of Work protocols. The Contractor will fully cooperate with the APS to regain possession of any Information and to prevent its further disclosure, use or dissemination. The Contractor also agrees, if requested, to promptly notify others of a suspected or actual breach.

Contractor agrees that all duties and obligations enumerated in this Non-Disclosure and Data Security Agreement also extend to its employees, agents or subcontractors who are given access to APS Information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by Contractor. Contractor agrees that it shall take all reasonable measures to ensure its employees, agents and subcontractors are aware of and abide by the terms and conditions of this Non-Disclosure and Data Security Agreement and related data security provisions in the APS Contract.

It is the intent of this Non-Disclosure and Data Security Agreement to ensure that the Contractor has the highest level of administrative safeguards, disaster recovery and best practices are in place to ensure confidentiality, protection, privacy and security of APS Information and APS networked resources and to ensure compliance with all applicable local, state and federal law or regulatory requirements. Therefore, to the extent that this Non-Disclosure and Data Security Agreement conflicts with the APS Contract or with any applicable local, state, or federal law, regulation or provision, the more stringent APS Contract requirement, law, regulation or provision shall control.

At the conclusion of the Work, Contractor agrees to return all APS Information to the APS Project Officer. These obligations remain in full force and effect throughout the Work and shall survive any termination of the APS Contract.

Authorized Signature:  \_\_\_\_\_

Printed Name and Title: LaShon Ormond SVP & GM, K-12 Humanities  
\_\_\_\_\_

Date: 2/24/2022  
\_\_\_\_\_

**Attachment E**  
**Student Data Usage and Privacy Agreement**

This Student Data Usage and Privacy Agreement (“SDUPA”) dated [June 29, 2022](#) is between **Arlington Public Schools**, located at 2110 Washington Boulevard, Arlington, VA 22204 (“APS” or “Customer”) and **Amplify Education, Inc.** located at 55 Washington Street, Suite 800, Brooklyn NY, 11201 (“**Provider**”) hereinafter individually a “Party” and collectively “the Parties”, APS and Provider mutually agree to the terms of this SDUPA whereby APS will provide the following Data to Provider for the Approved Purposes only.

The Parties hereby agree as follows:

- 1.0 Definitions
  - 1.1. “Agreement” or “Agreements” shall mean any contract or contracts between APS and the Provider for the provision of any Authorized Services.
  - 1.2 “Approved Purposes” shall mean the use of Data by the Provider for the purposes of providing services authorized by APS in Agreements entered into between APS and the Provider (“Authorized Services”) during the term of the SDUPA., and for no other purpose.
  - 1.3 “Data” shall include all Personally Identifiable Information (PII), Education Records as defined by the Family Educational Rights and Privacy Act (“FERPA”), and other non-public information relating directly to APS students. Data include, but are not limited to, student data, metadata, forms, logs, cookies, tracking pixels, and user content.
  - 1.4 “Subcontractors” shall include Provider subcontractors, subcontractors of Providers subcontractors, their subcontractors, and all successor entities.
- 2 Security Controls
  - 2.1 Provider will store and process Data in accordance with commercially reasonable practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use.
  - 2.2 Provider will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.
  - 2.3 Provider will also have a written incident response plan, to include immediate (within one (1) business day) notification of APS in the event of a security or privacy incident involving Data. Provider agrees to share its incident response plan upon request.
- 3 Access and Control
  - 3.1 Any Data held by Provider will be made available to APS upon request by APS.
  - 3.2 All Data must remain under the direct control of APS to the extent required by FERPA. Where Data is in possession of Provider, APS may direct Provider to take certain actions with regards to the Data, in conformity with the SDUPA and applicable law.
  - 3.3 Parents and eligible students must be able to access the Data upon request. This request shall occur through APS to ensure only authorized individuals have access to the Data.
  - 3.4 Provider shall use Data solely as necessary to perform Authorized Services. Provider may not access, collect, store, process, or use Data for any reason other than as necessary to provide the Authorized Services.
- 4 Marketing and Advertising
  - 4.1 Provider may not use any Data to advertise or market to students or their parents.
  - 4.2 Provider may not use Data to target individual students with directed advertisements and may never directly collect personal information from students under the age of 13.
- 5 Collection and use of Data

5.1 Solely for purposes of this SDUPA with respect to Data, Provider is deemed a ‘School Official’ within the meaning of that term as defined in 20 USC §1232g et seq., with a legitimate educational interest to the Data performing services and providing functions which would otherwise be performed by APS staff, for the sole purpose of providing Authorized Services.

5.1.1 No relationship of employer and employee is created by this SDUPA or any Agreement.

Provider its sub-contractors, and its employees shall not be employees of APS and shall not have any claim under this SDUPA or any Agreement or otherwise against APS for vacation pay, sick leave, retirement benefits, social security contribution, worker’s compensation, disability or unemployment insurance benefits or any other employee benefit of any kind. Provider shall not be the agent of APS, nor shall Provider make any representation to the contrary to any third parties.

5.2 Provider may not sell Data or disclose Data to third parties except under provision 5.4.

5.3 Provider will collect and use Data only for the purpose of fulfilling its duties and providing Authorized Services under any Agreement and for improving Authorized Services under such Agreement.

5.4 APS understands that Provider may rely on one or more Subcontractors to perform Authorized Services under an Agreement. Provider shall share the names of these Subcontractors, including sub-subcontractors, with APS upon request. If Provider intends to provide any Data which was received from, or created for APS, to a Subcontractor, then Provider shall require such Subcontractor and sub-subcontractor to countersign this SDUPA. APS reserves the right to reject any Subcontractor if, in its sole discretion, APS determines that such subcontractor or sub-subcontractor is unsuitable for performance of the SDUPA. Provider acknowledges and agrees that the Provider’s obligations under this SDUPA shall not be assigned to any other person or entity without the prior written consent of APS, which APS shall be under no obligation to grant. Provider shall include in all subcontracts, and require that its subcontractors include in all sub-subcontracts, acknowledgement and agreement that the subcontractor and sub-subcontractor are bound by the terms of this SDUPA, and if so requested by APS, will execute a separate SDUPA as a condition of acceptance by APS as a subcontractor or sub-subcontractor.

## 6 Data Transfer or Destruction

6.1 Provider will ensure that all Data in its possession and in the possession of any Subcontractors, or agents to which the Provider may have transferred Data, are destroyed or transferred to APS under the direction of APS when the Data are no longer needed to provide Authorized Services, at the request of APS within one (1) month, or as agreed upon between the Parties. Where there is a conflict between applicable law and this SDUPA, the applicable law will prevail.

## 7 Rights and License in and to use Data

7.1 Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of APS and Provider has a limited, nonexclusive license solely for the purpose of performing its obligations.

7.2 This SDUPA shall not be construed to give the Provider any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in this SDUPA to provide Approves Services. This includes the right to sell or trade Data.

## 8 Data De-Identification

8.1 Provider may use de-identified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID.

8.2 Provider agrees not to attempt to re-identify de-identified Data and not to transfer de-identified Data to any third party unless that third party agrees not to attempt re-identification.

8.3 De-identified data may be used to improve the Provider’s products or services but may not be provided to third parties or sold.

## 9 Data Mining

9.1 Provider is prohibited from mining Data for any purposes except as expressly authorized by APS in any Agreement or in this SDUPA. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.

10 Modification of Terms of Service

10.1 During the term of the SDUPA, Provider will not materially change its methods for the collection, use, and sharing of Data, including its storage and destruction protocols, without advance notice to and consent from APS.

11 Precedence Over Agreements

11.1 Unless this SDUPA is specifically amended, in the event of a discrepancy between this SDUPA language and the terms and conditions of any Agreements between APS and the Provider relating to Data, the SDUPA language shall take precedence.

**ACCEPTED AND AGREED:**

**Amplify Education, Inc.**

By: 

**Printed Name:** \_\_\_\_\_

LaShon Ormond

**Title:** SVP & GM, K-12 Humanities

**Date:** 2/24/2022

**ARLINGTON PUBLIC SCHOOLS**

By: *David J. Webb*

**Printed Name:** David J. Webb

**Title:** Procurement Director

**Date:** June 29, 2022

**Attachment F**  
**Contract Terms and Conditions**

1. Standard of Care

In the performance or furnishing of services hereunder, the Contractor and all its agents, shall exercise the highest degree of skill and care normally accepted as practices and procedures by members of the same profession for provision of the Work.

2. Responsibility of the Contractor

The Contractor shall be responsible for the quality, technical accuracy, and the coordination of all deliverables and other services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct, or revise any errors or deficiencies that significantly affect the production environment, as determined by the Project Officer, which are discovered within a period of Sixty (60) calendar days after the Resources are introduced into the curriculum.

3. Responsibility for Claims and Liabilities

APS' review, approval, or acceptance of, or payment for, any services or deliverables required under this Contract shall not be construed to operate as a waiver by APS of any rights or of any cause of action arising out of the Contract. The Contractor shall be liable to APS for the accuracy and competency of deliverables, plans, specifications, or other documents for a period of Sixty (60) calendar days after the Resources are introduced into the curriculum.

4. Payment

Contractor will be paid upon acceptance of the submission of a complete invoice satisfactory to the Project Officer which meets the requirements of this section and other applicable provisions of the Contract. APS will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the APS Project Officer. The number of the issued APS Purchase Order shall appear on all invoices.

5. Project Officer

The performance of the Contractor is subject to the review and approval of the APS Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington APS department requesting the Work under this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work under the Contract Documents.

6. Adjustments for Change in Scope

APS may order changes in the Work within the general scope of the Work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the Work or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by APS and the Contractor. If the Contractor believes that any particular work is not within the scope of the Work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefore and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a Proposal complying with this subSection has been submitted in the time specified above and a written amendment has been signed by APS and the Contractor and an APS Purchase Order is issued covering the cost of the services to be provided under the amendment.

7. Additional Services

The Contractor shall not be compensated for any goods or services provided except those included in the Contract Documents and included in the Contract Amount unless those goods or services are covered by a written amendment to this Contract signed by APS and the Contractor and an APS purchase order is issued covering the expected cost of such services.

APS may determine the need for additional work by the Contractor. Upon a request from APS, the Contractor shall prepare a cost Proposal for any such work. No Additional Services shall be performed unless a written amendment to this Contract has been executed by both parties.

8. Reimbursable Expenses

All expenses shall be included in the firm fixed price for provision of the Work for APS. APS shall not approve any request for reimbursement of travel-related expenses submitted by the Contractor.

9. Reimbursable Travel-Related Expenses

All travel-related expenses shall be included in the firm fixed price for provision of the Work for APS. APS shall not approve any request for reimbursement of travel-related expenses submitted by the Contractor.

Non-reimbursable Expenses: The following expenses are not allowable for reimbursement and should not be included in firm fixed price:

1. Alcoholic beverages
2. Personal phone calls
3. Self-entertainment activities (i.e. pay TV, movies, night clubs, health clubs, theaters, bowling)
4. Personal expenses (i.e. laundry, valet, haircuts)
5. Personal travel insurance (i.e. life, medical, or property insurance) for air fare or rental cars.
6. Auto repairs, maintenance and insurance costs for personal vehicles
7. Travel expenses incurred to obtain or maintain training and/or certificates that are not associated with an employee's job requirements.

10. Payment of Subcontractors\*

The Contractor is obligated to take one of the two following actions within seven (7) calendar days after receipt of amounts paid to the Contractor by APS for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from APS attributable to the work performed by the subcontractor under this Contract; or
- b. Notify APS and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from APS for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of APS. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

11. Non-Appropriation\*



All funds for payments by APS under this Contract are subject to the availability of an annual appropriation for this purpose by Arlington County School Board (School Board). In the event of non-appropriation of funds by the School Board for the goods or services provided under this Contract, or substitutes for such goods or services which are as advanced or more advanced in their technology, APS will terminate the Contract, without termination charge or other liability to APS, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) calendar days prior written notice, but failure to give such notice shall be of no effect and APS shall not be obligated under this Contract beyond the date of termination specified in APS's written notice.

12. APS Purchase Order Requirement\*

APS purchases are authorized only if an APS Purchase Order is issued in advance of the transaction, indicating that the ordering school or department has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the order agency. APS will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by APS Procurement Agent. Contractors providing goods or services without a signed APS Purchase Order do so at their own risk and expense.

13. Replacement or Augmentation of Key Personnel and Subcontractors

The key personnel and subcontractors submitted by the Contractor in its Proposal and thereafter accepted by APS are considered essential to the Contractor's qualifications. The Contractor may not replace, substitute or augment any key personnel or subcontractor without prior written approval of APS. A request to replace or substitute any key personnel or subcontractor for any reason, shall be provided to the APS Project Officer at least fifteen (15) calendar days in advance of such proposed replacement or substitution and the request shall contain sufficient justification, including identification of the proposed replacement or substitute and their qualifications, in sufficient detail to permit evaluation by APS.

Additionally, the Contractor shall not remove or replace the approved Project Manager without written approval of APS. In cases of the approved Project Manager's prolonged illness or other extended leave of absence, Contractor shall provide an interim Project Manager whose continued work on the Work shall be subject to approval by APS.

In the event of the Project Manager's resignation or termination from the Contractor's employment, the Contractor shall replace the Project Manager with an individual with similar qualifications and experience and only with APS' prior written approval.

14. Project Staff

APS has the right of reasonable rejection and approval of staff or subcontractors assigned to the Work by the Contractor. If APS reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to APS in a timely manner and at no additional cost to APS. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

15. Supervision by Contractor

The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract and shall only employ on the Work persons reasonably proficient in the work assigned.

16. Employment Discrimination by Contractor Prohibited\*

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably

necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- E. The Contractor will include the provisions of the foregoing subsections in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontract or vendor.

21. Employment of Unauthorized Aliens Prohibited\*

In accordance with §2.2-4311.1 of the Virginia Code, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

22. Drug-Free Workplace to be Maintained by Contractor\*

During the performance of the Work pursuant to this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor by APS in accordance with the Procurement Resolution, the employees of which Contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

23. Termination for Cause, Including Breach and Default; Cure

The Contract shall remain in force for the Initial Contract Term or any Renewal Contract Term(s) and until APS determines that all of the following requirements and conditions have been satisfactorily met: APS has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, APS shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by APS in its discretion.

If APS determines that the Contractor has failed to perform satisfactorily, then APS will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by APS prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to APS Project Officer

within fifteen (15) calendar days after the expiration of the Cure Period. APS may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If APS terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from APS to the Contractor (unless APS in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to APS for all costs incurred by APS after the effective date of termination, including costs required to be expended by APS to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to APS upon demand by APS. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to APS, and APS shall be entitled to recover, all damages to which APS is entitled by this Contract or by law, including, and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by APS to the Contractor under the Contract and all attorney fees and costs incurred by APS to enforce any provision of this Contract.

Except as otherwise directed by APS in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

#### 24. Termination for the Convenience of APS

The performance of work under this Contract may be terminated by the Procurement Agent in whole or in part whenever the Procurement Agent shall determine that such termination is in APS' best interest. Any such termination shall be affected by the delivery to the Contractor of a written notice of termination at least fifteen (15) calendar days before the date of termination, specifying the extent to which performance of the Work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by APS prior to such termination and any other termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to APS; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

25. Indemnification\* (Note: Virginia does not permit the indemnification of others; cross indemnity provisions are not acceptable). The Contractor covenants for itself, its employees, and subcontractor to save, defend, hold harmless, and indemnify APS, and all of their elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "APS" for purposes of this section) from and against any and all claims made by third parties or by APS for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions or errors in performance or nonperformance of its work called for by the Contract Documents, whether such act or omission or error is attributable to Contractor, subcontractor, any material supplier, or

anyone directly or indirectly employed by them, called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract.

If any action or proceeding relating to the indemnification required by this section is brought against APS, then upon written notice from APS to the Contractor, Contractor shall at Contractor's expense, resist or defend such action or proceeding by counsel. Contractor shall notify APS in advance of its selection of counsel prior to engaging counsel, but no approval of counsel shall be required where the cause of action is resisted or defended by counsel of any insurance carrier obligated to resist or defend same.

If, after Notice by APS, the Contractor fails or refuses to save, defend, hold harmless and/or indemnify APS, the Contractor shall be liable for and reimburse APS for any and all expenses, including but not limited to, reasonable attorney's fees incurred and settlements or payments made. The Contractor shall pay such expenses upon demand by APS and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

Contractor understands and agrees that it is Contractor's responsibility to provide indemnification to APS pursuant to this section. The provision of insurance, while anticipated to provide a funding source for this indemnification, is in addition to any indemnification requirements and the failure of Contractor's insurance to fully fund any indemnification shall not relieve the Contractor of any obligation assumed under this indemnification.

#### 26. Intellectual Property Indemnification\*

The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify APS, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by APS. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by APS, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse APS for any and all expenses, including but not limited to, reasonable attorney's fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by APS and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

#### 27. Copyright

The Contractor hereby irrevocably transfers, assigns, sets over and conveys to APS all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor further agrees to execute such documents as APS may request to affect such transfer or assignment.

Further, the Contractor agrees that the rights granted to APS by this subSection are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this subSection. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" subSection.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Contract is prohibited unless APS approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this subSection as part of any contract they enter into with the Contractor for work related to work pursuant to this Contract.

## 28. Ownership and Return of Records

This Contract confers no ownership rights to the Contractor nor any rights or interests to use or disclose APS' data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of APS' request for services under this Contract, are the exclusive property of APS ("Record" or "Records"), and all such Records shall be provided to and/or returned to APS upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of APS. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At APS' request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at APS's request, shall destroy all computer records created as a result of APS' request for services pursuant to this Contract.

The Contractor agrees to include the provisions of this section as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract. No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section of the Contract.

## 29. Confidential Information

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all APS information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, proprietary systems, addresses, dates of birth, other contact information or medical information about a person's, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

All student data is considered to be confidential under any resulting Contract as well as under the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g et seq., and any other federal or state statutes or regulations pertaining to student records, and will only be released in accordance with the applicable laws and regulations. Student data shall include all metadata, forms, logs, cookies, tracking pixels, user content, and Personally Identifiable Information (PII), Education Records as defined by the Family Educational Rights and Privacy Act ("FERPA"), and other non-public information relating directly to APS students. All student data received by the Contractor shall be maintained by the Contractor in a secure location, in accordance with the Student Data Usage and Privacy Agreement.

The Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of student data (whether intentionally or by inadvertence, negligence or omission verbally electronically, through paper transmission or otherwise), for any purpose other than that directly associated with its officially assigned duties pursuant to any resulting Contract. Contractor is aware that unauthorized use or disclosure of student data is prohibited and, in addition, may also constitute a violation of Virginia law (e. g. the Government Data Collection

and Dissemination Practice Act, formerly called the Privacy Protection Act, VA Code §2.2-3800 et seq., and the Secrecy of Information Act, VA Code §58.1-3, which may be punishable by a jail sentence of up to six (6) months and/or a fine of up to \$1,000,000.).

### 30. HIPAA Compliance

The Contractor shall comply with all applicable legislative and regulatory requirements of the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”). Pursuant to 45 C. F. R. §164.502(e) and §164.504(e), the Contractor shall be designated a Business Associate pursuant and will be required to execute an APS Business Associate Agreement. If Contractor engages a subcontractor or subcontractors in the performance of the Scope of Work under any resulting Contract, the Contractor shall enter into an agreement with each of its subcontractors pursuant to 45 C. F. R. §164.3082(b) and the Health Information Technology for Economic and Clinic Health (HITECH) Act §13401 that is appropriate and sufficient to require each subcontractor to protect the Protected Health Information (PHI) to the same extent required of Contractor under APS’s Business Associate Agreement and in a form approved by APS. HITECH defines PHI as individually identifiable and maintained by a covered health care provider, health plan, or health care clearinghouse. See 45 C.F.R 160.103 and 164.501. The Contractor shall ensure that its subcontractors notify the Contractor, immediately, of any breaches in security regarding the PHI.

The Contractor takes full responsibility for any failure to execute the appropriate agreements with its subcontractors to comply with the existing and or future regulations of HIPAA and/or HITECH, and shall indemnify APS in accordance with the Indemnification clause in this section.

### 31. Data Security

The Contractor agrees that it shall hold all APS data obtained or accessed as a result of its work under this Contract confidential in accordance with the Nondisclosure and Data Security Agreement attached hereto. If individual employees or subcontractors of the Contractor are performing work under this Contract on APS-owned property, then such individual employees or subcontractors shall be required to sign a separate Nondisclosure and Data Security Agreement, which shall be incorporated by reference into this Contract, prior to performing any work or being allowed access to APS data.

The Contractor shall hold APS Information in the strictest confidence and comply with all applicable APS security and network resources policies as well as all local, state and federal laws or regulatory requirements concerning data privacy and security. The Contractor shall develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted APS Information received from, created or maintained on behalf of APS and strictly control access to APS Information. For purposes of this provision, and as more fully described in this Contract and APS’s Non-Disclosure and Data Security Agreement (NDA), “APS Information” (also referred to as “APS Data” or “data”) includes, but is not limited to, electronic information, documents, data, images, and records including, but not limited to, financial records, personally identifiable information, Personal Health Information (PHI), personnel, educational, voting, registration, tax or assessment records, information related to public safety, APS networked resources, and APS databases, software and security measures which is created, maintained, transmitted or accessed to perform the Work under this Contract.

- (a) APS’ Non-Disclosure and Data Security Agreement (NDA). The Contractor shall require that an authorized Contractor designee, and all key employees, agents or subcontractors working on-site at APS facilities or otherwise performing non-incident work under this Contract, sign the NDA (attached as an Attachment D) prior to performing any work or permitting access to APS networked resources, application systems or databases under this Contract. A copy of the signed NDAs shall be available to APS Project Officer upon request.
- (b) Use of Data. The Contractor shall ensure that the use, distribution, disclosure or access (“use”) to APS Information and APS networked resources shall not occur in an unauthorized manner. Use of APS

Information for other than as specifically outlined in this Contract is strictly prohibited, unless such other use is agreed to in writing by the parties. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access or disclosure of APS Information and any non-compliance with this Data Security and Protection provision or any NDA.

- (c) Limited Use of Data. The Contractor may use de-identified or aggregate data for purposes allowed under FERPA and other Applicable Laws, to research, develop and improve educational sites, services and applications and to demonstrate the effectiveness of the Amplify Products. The Contractor may also share de-identified data with research partners to help us analyze the information for product improvement and development purposes.
- (d) Data Protection. The Contractor agrees that it will protect APS Information according to standards established by the National Institute of Standards and Technology, including 201 CMR 17.00, Standards for the Protection of Personal Information of Residents of the Commonwealth and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data, proprietary and/or confidential information. The Contractor shall provide to APS a copy of its data security policy and procedures for securing APS Information and a copy of its disaster recovery plan/s. The Contractor shall provide, if requested by APS, on an annual basis, results of an internal Information Security Risk Assessment provided by an outside firm.
- (e) Data Sharing. Except as otherwise specifically provided for in this Contract, the Contractor agrees that it shall not share, disclose, sell or grant access to APS Information to any third party without the express written authorization of the APS Chief Information Security Officer or designee.
- (f) Security Requirements. The Contractor shall maintain the most up to date anti-virus, industry accepted firewalls and/or other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact or store APS Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store APS Data into hard drives must provide data at rest encryption. Significant deviation from these standards must be approved by the APS Chief Information Security Officer or designee, the downloading of APS information onto laptops or other portable storage medium is prohibited without the express written authorization of the APS Chief Information Security Officer or designee.
- (g) Data Protection Upon Conclusion of Contract. Upon termination, cancellation, expiration or other conclusion of this Contract, the Contractor shall return all APS Information to APS unless APS requests that such data be destroyed. This provision shall also apply to all APS Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall complete such return or destruction not less than thirty (30) calendar days after the conclusion of this Contract and shall certify completion of this task, in writing, to APS Project Officer.
- (h) Notification of Security Incidents. The Contractor agrees to notify the APS Chief Information Officer and APS Project Officer within twenty-four (24) hours of the discovery of any unintended access to, use or disclosure of APS Information.
- (i) Subcontractors. To the extent the use of subcontractors is permitted under this Contract, the requirements of this entire section shall be incorporated into any subcontractor agreement entered into by the Contractor and any data sharing shall be compliant with these security and protection requirements and the NDA. In the event of data sharing, subcontractors shall provide to the Contractor a copy of their data security policy and procedures for securing APS Information and a copy of their disaster recovery plan/s.

### 32. Ethics in Public Contracting\*



This Contract incorporates by reference Article 9 of the Procurement Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq., and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

33. APS Employees\*

No employee of APS Schools, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise there from which is not available to the general public.

34. Force Majeure

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

APS shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of APS that make performance impossible or illegal, unless otherwise specified in the Contract. The period hereinabove specified for the completion of his Work shall be extended by such time as shall be fixed by the Owner.

No such extension of time shall be deemed a waiver by the Owner of its right to terminate the Contract for abandonment or delay by the Contractor as herein provided or to relieve the Contractor from full responsibility for performance of his obligations hereunder.

35. Authority to Transact Business\*

The Contractor shall pursuant to Code of Virginia §2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without any cost or expense, at the sole option of APS.

36. Relation to APS\*

The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered employees, servants or agents of APS. APS will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. APS will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, APS will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by APS for its employees.

37. Antitrust

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to APS all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by APS under this Contract.

38. Report Standards

Reports or written material prepared by the Contractor in response to the requirements of this Contract or request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to APS, The Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or treefree paper;
- All submittals must be in the required tabular format in a binder.
- Report covers / binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper should be avoided.

39. Audit

The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. APS or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term or any Renewal Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which APS does not have ready access) within five (5) years after final payment, the Contractor shall notify APS at least thirty (30) days prior to such disposal, and if APS objects, shall not dispose of the records.

40. Amendments

This Contract shall not be modified except by written amendment executed by persons duly authorized to bind the Contractor and APS

41. Arlington Public Schools Procurement Resolution and Policies\*

Notwithstanding any provision to the contrary herein, no provision of the Procurement Resolution or any applicable APS policy is waived in whole or in part.

42. Dispute Resolution\*

All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the Work upon which the claim is based, whichever occurs first. Such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. Claims denied by the Project Officer may be submitted to APS Superintendent or designee in writing no later than sixty (60) days after final payment in accordance with the Procurement Resolution.

The time limit for final written decision by APS Superintendent or designee in the event of a contractual dispute, as that term is defined in the Procurement Resolution, is thirty (30) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Procurement Resolution, incorporated

herein by reference. A copy of the Procurement Resolution is available upon request from the Office of the Procurement Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, APS Superintendent or designee, School Board, or a court of competent jurisdiction.

43. Applicable Law, Forum, Venue and Jurisdiction\*

This Contract and the Work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

44. Arbitration

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

45. Nonexclusivity of Remedies

All remedies available to APS under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to APS at law or in equity.

46. No Waiver

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

47. Severability

The sections, subsections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph, subsection, or section of this Contract shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, and sections of this Contract.

48. No Waiver of Sovereign Immunity\*

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by APS pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of APS. The parties intend for this provision to be read as broadly as possible.

49. Survival of Terms

In addition to any numbered section in this Contract which specifically state that the term, paragraph or subsection survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: Indemnification; Relation to APS; Ownership and Return of Records; Audit; Copyright; Intellectual Property Indemnification; Confidential Information, and Data Security and Protection.

50. Headings

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this contract or a limitation on the scope of the particular section to which the heading refers.

51. Ambiguities

Each party and its counsel have participated fully in the review and revision of this Contract . Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Contract. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

52. Non-Discrimination Notice\*

APS does not discriminate against faith-based organizations.

### 53. Insurance Requirements **A. Overview**

During the term of this Contract, the Contractor and all of their Subcontractors shall procure and maintain the **types of insurance that are referenced in section D below**. All insurance policies shall be with insurance companies that meet the following criteria:

1. Are authorized to do business under the laws of the Commonwealth of Virginia and acceptable to the APS, in its sole discretion.
2. Are rated with an AM Best rating of A- or better. APS reserves the right to require the Contractor and/or its Subcontractors to change their insurance to an insurance company that has the minimum required AM Best rating. This right can be exercised at any time the insurance requirements set forth in the Contract Documents remain applicable. If the AM Best rating of the insurance company changes to a rating under A- during the Contract Term, the Contractor and/or its Subcontractors will notify APS in writing immediately upon discovery and change the insurance immediately to an insurance company that meets or exceeds the AM Best rating of A-.
3. If APS suffers damages under the Contract and makes a claim on the named insurance company by APS, and the claim is not paid in full by the insurance company, Contractor acknowledges that it shall remain wholly liable for the full amount of the claim regardless of the solvency of the insurance company or the insurance company's willingness to pay the claim in full.
4. The Contractor and/or its Subcontractors must disclose in the Certificate of Insurance the amount of any deductible or self-insurance component applicable to all required insurance policies herein, if any. APS has the right to request additional information to determine if the Contractor and/or its Subcontractors have the financial capacity to meet their obligations under a deductible or self – insurance program. If, in its discretion, APS is not satisfied as to the Contractor and/or its Subcontractors financial capacity to meet its obligations under a proposed deductible or self – insurance program, the Contractor and/or its Subcontractors shall re-submit revised acceptable insurance coverage at the sole discretion of APS and with no obligation to do so agree to alternative approaches proposed by the Contractor and/or its Subcontractors to ensure protection for APS. **B. Certificates of Insurance & Additional Insured Status:**

#### **1. Contractor**

The Contractor is required to provide a Certificate of Insurance that names Arlington County School Board, including elected and appointed officials, agents, and employees as additional insureds by endorsement for all insurance policies except Workers Compensation, Professional Liability, and Cyber Liability coverage.

#### **2. Subcontractors**

- All Subcontractors will provide the Contractor with Certificates of Insurance for the policies that are required under this contract. All Certificates of Insurance should by endorsement name Arlington County School Board, including elected and appointed officials, agents, and employees as additional insureds for all contracts of insurance except Workers Compensation & Professional Liability.
- All Subcontractors shall provide the Contractor with a certificate of insurance that will serve as proof of insurance for their Cyber Liability coverage, but APS will not need to be added as an additional insured.

- The Contractor will maintain all certificates of insurance for their subcontractors.
- The Contractor will provide APS with its Subcontractors certificates of insurance at any time upon request.

**C. Termination & Or Augmentation of Insurance Policies:**

1. All required insurance policies must be endorsed through a Certificate of Insurance to provide that the insurance company shall give **forty-five (45) days written notice** to the Owner if the policies are to be terminated or if any changes are made during the life of the Contract which will affect in any way the insurance requirements set forth herein. Before commencing Work, the Contractor shall provide APS with a Certificate of Insurance referencing each policy which it and each of its Subcontractors shall carry in accordance herewith, together with receipted bills evidencing proof of premium payment. The Contractor and or their Subcontractors terminating or augmenting any insurance policy without giving APS forty-five (45) days' notice will be in direct violation of the terms and conditions of the Contract.
2. If insurance coverage is allowed to lapse and a loss occurs, the Contractors and or their Subcontractors will still be required to indemnify and hold APS harmless for all losses sustained. Regardless of whether insurance is present or not. **D.**

**Insurance Required by The Contract:**

**Casualty Insurance:**

**1. Commercial General Liability occurrence-based insurance:**

Commercial General Liability occurrence-based insurance shall be in place until APS confirms the Contract has expired. Such insurance shall cover claims for bodily injury, property damage and personal injury arising out of operations under the Contract, whether such actions are performed by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them. For work that specifically deals with purchase, construction and or maintenance of physical property the insurance coverage for contractors and subcontractors shall also include coverage for explosions, collapse, underground utilities and completed products and operations. Coverage afforded under this policy shall be primary to all other insurance with respect to Arlington County School Board including its elected and appointed officials, agents, and employees.

Type of Insurance	Limit Per Occurrence	Aggregate Limit
Commercial General Liability	\$2,000,000	\$4,000,000

**2. Subcontractor's Commercial General Liability Insurance:**

The Contractor shall require each of its Subcontractors to procure and maintain during the life of its subcontract, subcontractor's Commercial General Liability Insurance in amounts satisfactory to the contract.

Type of Insurance	Limit Per Occurrence	Aggregate Limit
Subcontractors Commercial General Liability	\$2,000,000	\$4,000,000

**3. Worker's Compensation and Employer's Liability Insurance:**

Worker's Compensation and Employer's Liability Insurance is mandatory for the Contractor's employees engaged in the Work under this Contract, in accordance with the laws of the Commonwealth of Virginia. The Contractor shall require each of its Subcontractors to provide Worker's Compensation and Employer's Liability Insurance for all the Subcontractor's employees engaged on such subcontracts. If any class of employees engaged in work under the Contract is not protected under the Worker's Compensation laws in Virginia, the Contractor shall provide similar protection for these employees in amounts not less than the legal requirements.

Type of Insurance	Limit Per Occurrence	Aggregate Limit
Worker's Compensation	Statutory Limit	Statutory Limit
Employer's Liability	\$100,000	\$100,000

**4. Commercial Automobile Liability Insurance:**

Commercial Automobile Liability insurance, including coverage for owned, non-owned and hired vehicles shall be in place for the Contractor and all of its Subcontractors.

Type of Insurance	Limit Per Occurrence	Aggregate Limit
Commercial Automobile Liability	\$1,000,000	\$2,000,000

**5. Cyber Liability Insurance:**

**A standalone Cyber Liability** insurance shall be in place for Contractor and all of its subcontractors. Coverage to include: Economic Loss arising out of Contractor's capacity for which it is being hired, and Coverage resulting from the ability of a third-party to gain access to APS' computer system, Contractor's failure to prevent unauthorized access (e.g., breach) to or use of an Contractor's computer system, and unauthorized access (e.g., breach) or use of confidential information (e.g., Personally Identifiable Information (PII) and Protected Health Information (PHI)). Coverage shall include but not be limited to:

1. Data Breach & Incident Response
2. Network Security, Privacy and Data Breach Liability
3. Regulatory Liability
4. PCI Fines & Assessments
5. Data Restoration
6. Cyber Extortion Including Ransomware
7. Media Liability
8. Social Engineering & Fraud Event
9. Forensics

Type of Insurance	Limit Per Occurrence	Aggregate Limit
Cyber Liability	\$3,000,000	\$5,000,000

**E. Receipt of Certificates of Insurance:**

Proof of satisfaction, of insurance for each type of coverage listed herein shall be provided to APS **within ten (10) days** of the Contractor's receipt of the Notice to Proceed and no work, shall proceed unless all such insurance is in effect. The Contractor shall not allow any Subcontractor to commence work on its subcontract until all insurance required of the Subcontractor has been obtained and approved by the Contractor and found to be in accordance with the requirements set forth herein.



**F. Use of Excess / Umbrella Liability Insurance:**

The use of Excess / Umbrella Liability insurance is permitted. If Excess / Umbrella insurance is used the policy must be endorsed to show that the lines that the policy is bolstering are covered under the policy. All Excess / Umbrella Liability insurance coverage is subject to review by APS' Risk Manager and its use can be denied based on that review.

**G. Consideration of Claims Made Insurance Coverage:**

APS will consider claims made insurance coverage on a case-by-case basis **APS reserves the right to accept or deny the use of Claims Made Insurance coverage at any time.**

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Consultant must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

1. Agree to provide certificates of insurance evidencing the above coverages for a period of two (2) years after final payment for the Contract for General Liability policies five (5) years for Professional Liability & Cyber policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Consultant's work under this Contract. or
2. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.  
If claims made insurance is utilized by the Contractor and or their Subcontractors and a claim occurs that relates back to the vendor's services. The Contractor and or their Subcontractors will indemnify and hold APS harmless of all losses regardless of whether they have insurance coverage in place or not.

**H. Contract Identification:**

All certificates of insurance shall state the Contract number and title.

**54. Accessibility of Web Site\***

If any work performed under this Contract results in design, development, maintenance or responsibility for content and/or format of any APS websites, or APS' presence on other party websites, the Contractor shall perform such work in compliance with the requirements set forth in the U.S. Department of Justice document entitled "Accessibility of State and Local Government Websites to People with Disabilities." The document is located at: <http://www.ada.gov/websites2.htm>.

**55. Arlington County Business License**

The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code. For further information on the provisions of this chapter and its applicability to this contract, contact the Arlington County Business License Division, Commissioner of the Revenue of Arlington, Virginia, Telephone Number (703) 228-3060.

**56. Failure to Deliver**

In case of failure to deliver goods or services in accordance with the contract terms and conditions, APS, after due oral or written notice, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which APS may have; provided that if public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a reduction in price to be determined solely by APS.

57. Subcontracts

The Contractor shall not enter into any subcontract with any subcontractor who has been suspended or debarred from doing federal, state or local government work for any reason.

The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the Work of subcontractors.

Nothing contained in this contract shall create any contractual relationship between any subcontractor and APS.

58. Non-Endorsement Clause for Contracts and Agreements APS may be identified as a “Participant” in the Work with the following statement added: “This shall not constitute an endorsement of any products or services”. For further information, please contact the APS Department of Schools and Community Relations.

59. Advertising and Use of Proprietary Marks or Logos

Contractor shall not use the name of APS or any authorized user or refer to APS or any authorized user, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of APS or such authorized user. In no event may Contractor use a proprietary mark of APS or an authorized user without receiving the prior written consent of APS or the authorized user.

60. Extension of Contract Term

The Procurement Office, at its sole and absolute discretion, may extend the Contract Term or final Renewal Contract Term of the resultant Contract for a period of not more than six (6) months, unless specifically stated otherwise in the solicitation.

61. Student Data Usage and Privacy Agreement

During the term of the Contract Term, and any Renewal Contract Term(s), the Contractor will have access to student data. As a condition of awarding a Contract for the provision of the Work that requires the Contractor to have access to the student data the Contractor is required to sign the Student Data Usage and Privacy Agreement (See Appendix H).

63. Contractor Certification Regarding Criminal Convictions\*

All Contracts with APS, where the Contractor or its employees, or its Subcontractors or their employees, will have direct contact with students on school property during regular school hours, or during school-sponsored activities, shall require the Contractor to certify that neither it nor any of its employees nor any of its Subcontractors’ nor any of its Subcontractors’ employees, who will have direct contact with students, have been:

- (1) convicted of a felony or of a sexually violent offense as defined in Va. Code Ann. § 9.1-902 as mandated by Va. Code Ann. § 18.2-370.5,
- (2) convicted of an offense occurring on or after July 1, 2006, where the offender was more than three years older than the victim involving:
  - (a) the rape of a child under age 13 pursuant to Va. Code Ann. § 18.2-61.A(iii),
  - (b) forcible sodomy of a child less than 13 years of age pursuant to Va. Code Ann. § 18.2-67.1.A.1,
  - (c) object sexual penetration of a child under 13 years of age pursuant to Va. Code Ann. §

18.2-67.2.A.1, or

- (d) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof.

This requirement is applicable without exception for a person convicted of a felony or of a sexually violent offense as defined in Va. Code Ann. § 9.1-902, but for all other offenses set forth above this requirement does not apply unless the qualifying offense was done in the commission of, or as a part of the same course of conduct of, or as part of a common scheme or plan as a violation of:

- (a) abduction or kidnapping in violation of Va. Code Ann. § 18.2-47.A,
- (b) abduction with intent to extort money or for immoral purpose in violation of Va. Code Ann. § 18.2-48,
- (c) burglary in violation of Va. Code Ann. § 18.2-89,
- (d) entering a dwelling house with intent to commit murder, rape, robbery or arson in violation of Va. Code Ann. § 18.2-90,
- (e) aggravated malicious wounding in violation of Va. Code Ann. § 18.2-51.2, or
- (f) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof.

The Contractor certification covers its employees, its Subcontractors and the employees thereof. (Submit completed Appendix A).

The Contractor certification shall also cover its employees, its Subcontractors and employees thereof, assigned to the Work after Contract award. The Contractor, upon demand from APS, shall provide all information which allowed for the Contractor's certification

64. Cooperative Contract for Use by Other Public Bodies

This Contract has been awarded by APS not only for its benefit but for the benefit of any other public body eligible to participate in use of the services herein solicited by means of cooperative procurement as provided by, and to the extent permitted by, §2.2-4304 of the Virginia Public Procurement Act.

65. Contractor Prohibited in Assisting Person for New Job if Engaged in Misconduct With Minor\*

As a condition of awarding a Contract, or Contract Renewal, the Contractor acknowledges it is prohibited from assisting the elected and appointed officials of APS, its officers, current and former employees, agents, departments, agencies, boards, and commissions employee, and contractors, including all levels of subcontractors, in obtaining a new job if the Contractor knows or has probable cause to believe that the elected and appointed officials of APS, its officers, current and former employees, agents, departments, agencies, boards, and commissions employee, and contractors, including all levels of subcontractors, engaged in sexual misconduct regarding a minor or student in violation of law.

66. Vaccine Requirement

All employees and students, all employees and subcontractors of the Contractor who are assigned to this Contract, who will engage with District personnel in person or enter District property must be fully vaccinated against COVID-19. Any Contractor employee or subcontractor who is not fully vaccinated and will engage with District personnel in person or enter District property, must follow a weekly testing protocol as established by the Contractor unless exempt pursuant to a valid reasonable accommodation under state or federal law. During the Contract Term, the Contractor certifies that it will comply with this provision and will ensure that its subcontractors, if any, will as well.

**Attachment H**  
**Publisher Certification and Agreement**

2/25/22

Amplify Education, Inc.

Name of Primary Contact: Natasha Lisle  
 Phone Number, including area code: (212) 213-8177  
 E-mail Address: proposals@amplify.com

The publishing company indicated above submits the following primary materials to APS for consideration in resource approval process.

Line Item # on Pricing Schedule	Title	ISBN	Copyright	Grade Level or Course
1	CKLA Uvl GK Complete Classroom Kit Bundle	978-1-63948-764-6	2022	Kindergarten
2	CKLA Uvl GK Teacher Resource Site & Multimedia Hub License	978-1-63602-419-6	2022	Kindergarten
3	CKLA 2nd Edition GK Multimedia Hub Student License	978-1-63602-172-0	2022	Kindergarten
4	CKLA GK Skills & Knowledge Activity Book Consumable Set	978-1-64383-676-8	2022	Kindergarten
5	CKLA Uvl G1 Complete Classroom Kit Bundle	978-1-63948-765-3	2022	Grade 1
6	CKLA Uvl G1 Teacher Resource Site & Multimedia Hub License	978-1-63602-420-2	2022	Grade 1
7	CKLA 2nd Edition G1 Multimedia Hub Student License	978-1-63602-173-7	2022	Grade 2
8	CKLA G1 Skills & Knowledge Activity Book Consumable Set	978-1-63602-493-6	2022	Grade 1
9	CKLA Uvl G2 Complete Classroom Kit Bundle	978-1-63948-766-0	2022	Grade 2

Line Item # on Pricing Schedule	Title	ISBN	Copyright	Grade Level or Course
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10	CKLA Uvl G2 Teacher Resource Site & Multimedia Hub License	978-1-63602-421-9	2022	Grade 2
11	CKLA 2nd Edition G2 Multimedia Hub Student License	978-1-63602-174-4	2022	Grade 2
12	CKLA G2 Skills & Knowledge Activity Book Consumable Set	978-1-63602-457-8	2022	Grade 2
13	CKLA Uvl G3 Complete Classroom Kit Bundle	978-1-63948-767-7	2022	Grade 3
14	CKLA Uvl G3 Teacher Resource Site & Multimedia Hub License	978-1-63602-422-6	2022	Grade 3
15	CKLA 2nd Edition G3 Multimedia Hub Student License	978-1-63602-175-1	2022	Grade 3
16	CKLA G3 Skills & Knowledge Activity Book Consumable Set	978-1-942010-41-8	2022	Grade 3
17	CKLA Uvl G4 Complete Classroom Kit Bundle	978-1-63948-768-4	2022	Grade 4
18	CKLA Uvl G4 Teacher Resource Site & Multimedia Hub License	978-1-63602-423-3	2022	Grade 4
19	CKLA 2nd Edition G4 Multimedia Hub Student License	978-1-63602-176-8	2022	Grade 4
20	CKLA G4 Skills & Knowledge Activity Book Consumable Set	978-1-942010-43-2	2022	Grade 5
21	CKLA Uvl G5 Complete Classroom Kit Bundle	978-1-63948-769-1	2022	Grade 5
22	CKLA Uvl G5 Teacher Resource Site & Multimedia Hub License	978-1-63602-971-9	2022	Grade 5
23	CKLA 2nd Edition G5 Multimedia Hub Student License	978-1-63602-177-5	2022	Grade 5

24	CKLA G5 Skills & Knowledge Activity Book Consumable Set	978-1-942010-44-9	2022	Grade 5
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The Publisher certifies the following:

1. Each Resource has been thoroughly examined and reviewed by at least three qualified content experts for factual accuracy in the subject matter and the resources are free from any factual or editing errors. The credentials of the author(s) and/or editor(s) and content review experts are provided on the attached forms which must be completed and accompany the submitted proposal.
2. Each Resource has been thoroughly examined and reviewed by qualified editors to identify any typographical errors.
3. Any duplicate version (i.e., print or digital) of the primary material that is available to Virginia school divisions contains at least the same content included in the primary material selected by the publisher for review. Any additional content, above that contained in the primary material reviewed is accurate and free of errors. If the content of the print and digital versions of the same primary material varies, those variations are outlined in an attachment to the certification.
4. The Quality Assurance and Editing Process described below was followed for all primary materials submitted by the publisher for review.

Quality Assurance and Editing Process:

Please describe, in three pages or less, the internal process used to ensure accuracy and lack of bias including:

- the quality assurance and workflow steps used to ensure accuracy of content;
- the quality assurance and workflow steps used to eliminate editing and typographical errors, including errors in grammar, written expression, spelling, formatting, and other substantive elements that may affect student learning;
- the fact-back-up guidelines (i.e., what is an acceptable source for a fact and what is not) used by the authors, editors, and outside content experts;
- the review by outside content experts, other than the authors, to verify accuracy and ensure freedom from bias; and
- the process used to reach consensus on information with divergent interpretations.

The quality assurance and workflow steps used to ensure accuracy of content;

Since its creation, CKLA has been in a constant process of review and refinement. The foundation’s research and insights—including its unique Knowledge Sequence—were “foundational” to the development of the Common Core State Standards. Because the CCSS were built on an identical research and concept base as CKLA, CKLA has a unique philosophical and practical alignment with the standards.

1. Creation of new units: A team of CKLA authors, researchers, experts in the field, project managers, lesson writers, designers, producers, and editors work together to establish a workflow that is based on collaboration and questioning.

a. Unit outline— An outline of the unit’s lessons and learning progression are shared with experts in the field which the unit addresses. After collaboration with and eventual approval



from the expert(s), the unit authorship team continues with lesson development, with a focus on integrity and accuracy.

b. Lesson draft—Drafts of specific lessons or lesson elements are playtested with teachers and students. Feedback is collected on student performance and engagement, lesson pacing, and effectiveness of the lessons.

c. Unit authors review and lesson writers revise curriculum, with an eye on accuracy. Copyeditors review and edit, checking facts, confirming veracity, and ensuring consistency and correctness.

d. Complete units, consisting of revised lessons, are sent out for larger-scale field tests. CKLA has been tested in a number of studies since its inception—including a study in the state of Oklahoma, a Johns Hopkins study of a number of schools using the sequence, and a three-year study of an early incarnation of CKLA. All showed substantial and measurable gains in student performance.

e. Unit authors review and lesson writers revise curriculum based on field trial feedback a final time.

The quality assurance and workflow steps used to eliminate editing and typographical errors, including errors in grammar, written expression, spelling, formatting, and other substantive elements that may affect student learning Editing:

After curriculum experts at the Amplify have designed, written, and revised complete lessons and units, a team of experienced copyeditors go through every written word, and then a separate smaller team of “polishers” read through the materials again, to ensure consistency in style, tone, and voice.

Quality Assurance:

In addition to being thoroughly edited and proofread by a robust team of digital and print editors, the curriculum is also put through several rounds of quality assurance with a team of producers who simulate lessons both as teacher and students. These steps occur once content has been finalized by the editing teams and uploaded to the digital platform or generated as a proof for print materials.

Quality assurance is completed using the following process:

- Producers are assigned roles, either teacher or student, then work through lessons or grade student work, logging any confusing steps or errors in language or facts encountered along the way. - Small issues are tracked, fixed, and retested; larger concerns are discussed in meetings with other producers to determine how best to clarify the content or escalated back to the unit writers as needed. - All QA steps are repeated each year, even if content updates have been minimal, to ensure adherence to accurate up-to-date spelling and style conventions.

The fact-back-up guidelines (i.e., what is an acceptable source for a fact and what is not) used by the authors, editors, and outside content experts;

The editorial team subjects each lesson to comprehensive fact-checking. Editors go through every lesson and activity to perform a comprehensive evaluation of all references to outside sources. This verification happens at a microscopic level—ensuring that everything from fictional characters to living scientists are

rendered accurately, and that all websites and video links are accurately routed and their content is appropriate for students.

- the review by outside content experts, other than the authors, to verify accuracy and ensure freedom from bias; and

Amplify CKLA's content is periodically reviewed for accuracy and ensuring freedom from bias and updated using input from outside content experts including ELA teachers and administrators as well as independent agencies such as EdReports.org.

- the process used to reach consensus on information with divergent interpretations.

The Amplify CKLA team has several processes for reaching consensus on information with divergent interpretations. To reach consensus on Classroom challenges and approaches, the team conducts extensive focus groups with teachers and district groups from a variety of states to determine common challenges. The findings are synthesized with current research and strategic playtesting. Any divergence in interpretations of curriculum principles are resolved through collaboration with our ELA advisors and experts in the field.

The Publisher agrees to the following:

1. After submission of a Resource to APS for consideration in the Resource approval process, the Publisher will promptly inform APS in writing of any changes made in the Resource prior to its approval by the School Board.
2. If any factual or editing errors are identified in a Publisher's Resource following its approval by the School Board, the Publisher will submit a corrective action plan to APS within 30 days of being notified by APS of the errors. Each corrective action plan must be tailored to the materiality of the errors identified and must be implemented in the manner most conducive to and least disruptive of student learning. Corrective action plans may include, but are not limited to: a) corrections upon reprinting of the resource; b) corrective edits to an online resource; c) electronic errata sheets posted on the Publisher's and APS's Web sites; d) print errata sheets provided to schools for insertion into Resources; e) replacement books; and f) return of the Resource and refund of any payment made for the Resource. Upon approval of the corrective action plan, the Publisher will implement the plan at the Publisher's expense.
3. If, upon being notified by APS of factual or editing errors in an approved resource, the Publisher disputes that the Resource contains such errors, the Publisher must submit a written explanation of its position to APS within 30 days of receiving notice from APS of the error. Upon request, the Publisher may meet with APS. The School Board reserves to itself the right to make a final determination of whether the Resource contains a factual or editing error. If the School Board determines that the resource contains such an error, the Publisher will submit a corrective action plan to APS within 15 days after receiving notice of the School Board's determination.
4. If numerous and/or significant errors are identified in a resource on the School Board's approved list, the School Board may, in its sole discretion, withdraw the Resource from the approved list. The School Board must notify the Publisher in writing before it removes its Resource from the approved list. The Publisher will have 30 days to respond in writing and the right to meet with APS before removal. A "significant error" is a factual or editing error that the School Board or Department of Education determines within the context of the intended use of the resource will substantially interfere with student learning. A change in knowledge that occurs subsequent to publication shall not constitute a significant error.
5. If the Publisher makes updates/revisions to Resources after they have been approved by the School Board, the Publisher will ensure that the updated/revised material has been vetted through the same quality assurance process for accuracy and editing outlined in the signed certification. The Publisher will notify APS and any school division that has purchased this material of the updates/revisions that have been made.

Please check here if this submission includes an attachment that outlines if and how duplicate versions (print or digital) of primary materials vary. (Item #3 in the certification)



2/24/2022

(Signature of President of the Company or Designee)

(Date)

LaShon Ormond SVP & GM, Humanities K-12

(Name and Title of Person Signing)

# Attachment I

## Customer Service and Support Agreement

### **Customer Operations**

Amplify's Customer Operations team is committed to helping our customers at every step of the implementation. From initial support in materials delivery and enrollment to ongoing help desk support, Arlington Public Schools will have access to experienced professionals dedicated to supporting the district's roll out of Amplify CKLA.

### **Customer Support Team**

Amplify is committed to providing quality customer support to all of our educational partners, whether a single classroom purchase or a full district contract. We offer customer support by telephone, live chat, and email from 7:00 AM to 9:00 PM Eastern Time Monday - Friday (excluding holidays). Based out of our Atlanta, Georgia office, our customer support analysts include technology specialists to address software questions and former educators to offer guidance on using Amplify CKLA in the classroom. Our unique blend of technical and pedagogical support each offered through multiple contact methods, makes getting help on any issue as easy as possible.

- Tier One Customer Support
- Tier Two Customer Support
- Tier Three Customer Support
- Educational Support Team

### **Tier One Customer Support**

We strive to resolve all questions in a high-quality, timely and professional manner and most cases are resolved during the first contact with our customers, through our Tier One team. Our Tier One team is made up of dedicated customer support analysts with deep experience in technology and education. Just as we work to improve our product, we also strive to improve our customer support and service levels. We look to continuously improve the knowledge and skill-set of our Tier One team through monthly training workshops with our Project Management and Product teams.

### **Tier Two Customer Support**

Amplify related Issues that cannot be resolved on first contact by Tier One are escalated to our Tier Two support team. The experts on our Tier Two team have a higher level of technical expertise, including a more detailed knowledge of sync protocol, database manipulation, and tertiary factors like operating systems.

### **Tier Three Customer Support**

Our Tier Three team receives escalations from our Tier Two team or the Implementation Manager in the event that they cannot adequately resolve a customer issue and/or diagnose a technical issue. On rare occasions when a critical issue occurs, such as an outage, the Tier Three team is immediately paged through our escalation protocols. Our Tier Three team is composed of our engineers, and quality assurance experts, deeply familiar with our products and applications. Once resolved, Amplify conducts a retrospective meeting to identify actions and mitigate future risk of similar issues.

### **Educational Support Team**

In addition to technical support, we also staff a team of pedagogical experts who support educators and administrators on questions about assessment administration, results analysis, and K-8 literacy instruction. This sets us apart from all others. Our former school leaders and teachers have a deep knowledge of the Amplify CKLA curriculum and are able to support leaders and teachers on the pedagogical aspects of our

solutions. By combining comprehensive technical support with access to pedagogical expertise, Amplify seeks to ensure that all users have quick, relevant answers that maximize program impact.

## **Customer Support Contact Channels**

### **Implementation**

Amplify's Implementation Team is expressly devoted to ensuring the timely and successful set up of Amplify CKLA. Arlington Public Schools will be assigned an Implementation Project Manager as a single point of contact who will coordinate materials fulfillment, software configuration, and schedule the desired Professional Learning sessions for each district. They will work with appropriate district representatives to enroll teachers and students into Amplify CKLA.

### **Implementation Project Team**

The implementation project team is responsible for the onboarding of all company relationships. The team serves as the lead for non-managed accounts and is the point of contact on most of the company's implementations and the facilitator between Amplify and its customers.

### **Enrollment Licensing Team**

The enrollment licensing team works in conjunction with the implementation project team to enroll Amplify users into its software as well as control licensing of the company's products to its educational partners. The team is also closely aligned with Amplify's engineering department in maintaining and ensuring support for customers in successfully accessing Amplify content year-round.

### **Materials Support Team**

Amplify's materials support team oversees all three tiers of customer support as well as provides on-site technical support for each of the company's educational partners. In conjunction with the customer support and educational support teams, the materials support team gathers logistical information from Amplify's largest customers and utilizes it to improve customer experience.

## **Attachment J** **Customer Privacy Policy**

*Last Revised: October 30, 2020*

Amplify Education, Inc. (“ **Amplify**”) is leading the way in next-generation K-12 curriculum and assessment. Amplify’s programs provide teachers with powerful tools that help them understand and respond to the needs of every student and use data in a way that is safe, secure, and effective.

This Customer Privacy Policy (“ **Privacy Policy** ”) or (“ **Policy**”) describes how Amplify collects, uses, and discloses personal information and data through the provision of its education products and services (“ **Products**”), including Amplify CKLA, Amplify ELA, Amplify Science, Amplify Math, Amplify Reading, Amplify Fractions, mCLASS and any other product or service that links to this Customer Privacy Policy, to its users (K-12 students, educators, staff and families) and School Customers (School Districts and State Agencies, as defined below). In the course of providing the Products to the Customer, Amplify may collect or have access to “education records,” as defined by the federal Family Educational Rights and Privacy Act of 1974 (“ **FERPA**”) and personal information that is directly related to

an identifiable student (collectively, “ **Student Data** ”). This Policy does not apply to [Amplify’s company website](#) ; information collected from users of the website is governed by our [website privacy policy](#).

We consider Student Data to be confidential and we collect and use Student Data solely for the purpose of providing our Products to, or on behalf of, our School Customer and for the purposes set out in this Privacy Policy and Customer Agreements. We take numerous measures to maintain the security and confidentiality of Student Data collected or stored by Amplify on behalf of our School Customers, and we enable our School Customers to control the use, access, sharing and retention of the data. Our collection and use of Student Data is governed by our Agreements with our School Customers, including this Privacy Policy, and applicable laws including FERPA, the Children’s Online Privacy Protection Act (“ **COPPA**”), as well as other applicable federal, state and local privacy laws and regulations (“ **Applicable Laws** ”). With respect to FERPA, Amplify receives Student Data as a “school official” under Section 99.31 of FERPA for the purpose of providing its Products, and such Student Data is owned and controlled by the School Customer.

Amplify is also an early adopter and proud signatory of the Student Privacy Pledge, an industry-wide pledge to safeguard privacy and security of student data. For more information on the pledge, see <https://studentprivacypledge.org/>.

There may be different contractual terms or privacy policies in place with some of our School

Customers. Such other terms or policies may supersede this Policy for information collected or released under those terms. If you have any questions as to which legal agreement or privacy policy controls the collection and use of your information, please contact us using the information provided below.

**1. Definitions.** Capitalized terms not defined in this section or above will have the meaning set forth by Applicable Laws.

- a. “**Agreement**” means the underlying contractual Agreement between Amplify and the School Customer.
- b. “**Authorized Users** ” means K-12 students, educators, staff and families using Amplify’s Products pursuant to an Agreement.
- c. “**School Customer** ” means the School District or State Agency that is the party to the Agreement to provide the Amplify Products to the School Customer’s Authorized Users.
- d. “**School District** ” means a local education agency, school network, independent school, or other regional education system.
- e. “**State Agency** ” means the educational agency primarily responsible for the supervision of public elementary and secondary schools in any of the 50 states, the Commonwealth of Puerto Rico, the District of Columbia or other territories and possessions of the United States, as well as a national or regional ministry or department of education in other countries, as applicable.
- f. “**Student Data** ” means any information that directly relates to an identifiable current or former student that Amplify collects, receives, or generates in the course of providing the

Products to or on behalf of a School Customer. Student information from a student's "educational records," as

Data may include personal information defined by FERPA.

**2. Student Data Collected.** Amplify receives Student Data in two ways: (i) from our School Customers to implement the use of our Products and (ii) from Authorized Users.

**a. Information provided by our School Customers**

- Most of Amplify's educational Products require some basic information about who is in a classroom and who teaches the class. This roster information, including name, email address, grade level, and school ID numbers, is provided to Amplify by our School Customers either directly from the School Customer's student information system or via a third party with whom the School Customer contracts to provide that information.
- Our Customers may also choose to provide additional student demographic data (e.g. socio-economic status, race, national origin) and other school records (e.g. grades, attendance, assessment results) to Amplify for tailoring individual learning programs or enabling additional reporting capabilities through Amplify Products. For example, a School District may wish to analyze student literacy assessment results based on English Language Learner status in order to better differentiate classroom instruction, and in that case may provide that data along with other roster information.

**b. Information collected through our Products.**

- **Schoolwork and student generated content.** We collect information contained in student assignments and assessments, including information in responses to instructional activities and participation in collaborative or interactive features of our Products. As part of the digital learning experience, some of our Products may enable students to write texts and create and upload images, video and audio recordings.
- **Teacher comments and feedback.** Some of our Products may enable educators to provide scores, written comments, or other feedback about student responses or student course performance.

**c. Other Personal Information Collected**

- **School Customer Information.** We collect personal information when a teacher, administrator or other authorized person associated with a School District or State Agency Customer creates an account or uses our Products or communicates with us. This could include contact information, such as a name, phone number, email address, as well as information about the individual's school and location.
- **Parent and Guardian Information.** From time to time, we may collect personal information from or about a Student's parent or legal guardian. This information may be provided by a School Customer or directly by the parent or guardian who communicates with us or creates an account.



#### d. Device and Usage Data.

- Depending on the Product, we may collect certain information about the device used to connect to our Product, such as device type and model, browser configurations and persistent identifiers, such as IP addresses and unique device identifiers. We may collect device diagnostic information, such as battery level, usage logs and error logs as well as usage, viewing and technical information, such as the number of requests a device makes, to ensure proper system capacity for all Authorized Users. We may collect geolocation information from a user's device, or may approximate device location based on other metrics, like an IP address. Some of our Products use "cookies," Web beacons, HTML5 local storage and other similar technologies to collect and store such data. We use this information to remember returning users and facilitate ease of login, to customize the function and appearance of the Products, and to improve the learning experience. This information also helps us to track product usage for various purposes including website optimization, to ensure proper system capacity, troubleshoot and fix errors, provide technical assistance and customer support, provide and monitor the effectiveness of our Products, monitor and address security concerns, and to compile analytics for product improvement and other internal purposes.
- With respect to cookies, you may be able to reject cookies through your browser or device controls, but doing so may negatively impact your experience as some features may not work properly. To learn more about browser cookies, including how to manage or delete them, check the "Help," "Tools" or similar section of your browser. If we link or combine device and usage information with personal information we have collected directly from users that relates to or identifies a particular individual, we will treat the combined information as personal information.
- **Third party website tracking.** Amplify does not track students across third-party websites and does not respond to Do Not Track (DNT) signals. Amplify does not permit third party advertising networks to collect information from or about Students using Amplify educational Products for the purpose of serving targeted advertising across websites and over time and Amplify will never use Student Data for targeted advertising.

**3. Use of Student Data.** Amplify uses Student Data collected from, or on behalf of, a School Customer to support the learning experience, to provide the Products to the School Customer and to ensure secure and effective operation of our Products, including:

- a. to provide and improve our educational Products and to support School Customers' and Authorized Users' activities;
- b. for purposes requested or authorized by the School Customer or as otherwise permitted by Applicable Laws;
- c. for adaptive or personalized learning purposes, provided that Student Data is not disclosed;

- d. for customer support purposes, to respond to the inquiries and fulfill the requests of our School Customers and their Authorized Users;
- e. to enforce product access and security controls; and
- f. to conduct system audits and improve protections against the misuse of our Products, or to detect and prevent fraud and other harmful activities.

Amplify may use de-identified data as described in Section 5 below.

**4. Disclosure of Student Data.** We only share or disclose Student Data as needed to provide the Products under the Agreement and as required by law, including but not limited to the following:

- a. as directed or permitted by the School Customer;
- b. to other Authorized Users of the School Customer entitled to access such data in connection with the Products;
- c. to our service providers, subprocessors, or vendors who have a legitimate need to access such data in order to assist us in providing our Products, such as platform, infrastructure, and application software. We contractually bind such parties to protect Student Data in a manner consistent with those practices set forth in this Policy;
- d. to comply with the law, respond to requests in legal or government enforcement proceedings (such as complying with a subpoena), protect our rights in a legal dispute, or seek assistance of law enforcement in the event of a threat to our rights, security or property or that of our affiliates, customers, Authorized Users or others;
- e. in the event Amplify or all or part of its assets are acquired or transferred to another party, including in connection with any bankruptcy or similar proceedings, provided that successor entity will be required to comply with the privacy protections in this Policy with respect to information collected under this Policy, or we will provide School Customers with notice and an opportunity to opt-out of the transfer of Student Data by deleting such data prior to the transfer; and
- f. except as restricted by Applicable Laws or contracts with our School Customers, we may also share Student Data with Amplify's affiliated education companies, provided that such disclosure is solely for the purposes of providing Products and at all times is subject to this Policy.

**5. De-Identified Data.**

- a. Amplify may use de-identified or aggregate data for purposes allowed under FERPA and other Applicable Laws, to research, develop and improve educational sites, services and applications and to demonstrate the effectiveness of the Amplify Products. We may also share de-identified data with research partners to help us analyze the information for product improvement and development purposes.

- b. Records and information are considered to be de-identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual. We de-identify Student Data in compliance with Applicable Laws and in accordance with the guidelines of NIST SP 800-122. Amplify has implemented internal procedures and controls to protect against the re-identification of de-identified Student Data. Amplify does not disclose de-identified data to its research partners unless that party has agreed in writing not to attempt to re-identify such data.

**6. Prohibitions; Advertising; Advertising limitations.** Amplify will not:

- sell Student Data to third parties;
- use or disclose Student Data to inform, influence or enable targeted advertising to a student based on Student Data or information or data inferred over time from the student's usage of the Products;
- use Student Data to develop a profile of a student for any purpose other than providing the Products to a School Customer, or as authorized by a parent or legal guardian;
- use Student Data for any commercial purpose other than provide the Products to the School Customer, as authorized by the School Customer or the parent or guardian, or as permitted by Applicable Laws.

Amplify may, from time to time, provide customized content, advertising and commercial messages to School Customers, teachers, school administrators or other non-student users, provided that such advertisements shall not be based on Student Data. Amplify may use Student Data to recommend educational products or services to users, or to notify users about new educational product updates, features, or services.

**7. External Third-Party Services.**

- a. This Privacy Policy applies solely to Amplify's Products and practices. Amplify School Customers and Authorized Users may choose to connect or use our Products in conjunction with third party services and Products. Additionally, our sites and Products may contain links to third party websites or services. This Policy does not address, and Amplify is not responsible for, the privacy, information, or other practices of such third parties. Customers should carefully consider which third party applications to include among the Products and services they provide to students and vet the privacy and data security standards of those providers.
- b. Users may be able to login to our Products using third-party sign-in services such as Clever or Google. These services authenticate your identity and provide you with the option to share certain personal information with us, including your name and email address, to pre-populate our account sign-up form. If you choose to enable a third party to share your third-party account credentials with Amplify, we may obtain personal information via that mechanism. You may configure your accounts on these third party platform services to control what information they share.

**8. Security.**

- a. Amplify maintains a comprehensive information security program and uses industry standard administrative, technical, operational and physical measures to safeguard Student Data in its possession against loss, theft and unauthorized use, disclosure or modification. Amplify performs periodic risk assessments of its information security program and prioritizes the remediation of identified security vulnerabilities. Please see [amplify.com/security](https://amplify.com/security) for a detailed description of Amplify's security program.
- b. In the event Amplify discovers or is notified that Student Data within our possession or control was disclosed to, or acquired by, an unauthorized party, we will investigate the incident, take steps to mitigate the potential impact, and notify the School Customer in accordance with Applicable Laws.
- c. Amplify's servers are hosted in and managed and controlled by us from the United States and are not intended to subject Amplify to the laws or jurisdiction of any jurisdiction other than that of the United States. If you are a user located outside the United States, you understand and consent to having Student Data collected and maintained by Amplify processed in the United States. United States data protection and other relevant laws may not be the same as those in your jurisdiction. This includes the use of cookies and other tracking technologies as described above.

**9. Review and correction.**

- a. FERPA requires schools to provide parents with access to their children's education records, and parents may request that the school correct records that they believe to be inaccurate or misleading.
- b. If you are a parent or guardian and would like to review, correct or update your child's data stored in our Products, contact your School District. Amplify will work with your School District to enable your access to and, if applicable, correction of your child's education records.
- c. If you have any questions about whom to contact or other questions about your child's data, you may contact us using the information provided below.

**10. Student Data retention.** We will retain Student Data for the period necessary to fulfill the purposes outlined in this Policy and our agreement with that School Customer. We do not knowingly retain Student Data beyond the time period required to support a School Customer's educational purpose, unless authorized by the School Customer. Upon notice from our School Customers, Amplify will return, delete, or destroy Student Data stored by Amplify in accordance with applicable law and customer requirements. We may not be able to fully delete all data in all circumstances, such as information retained in technical support records, customer service records, back-ups and similar business records. Unless otherwise notified by our School Customer, we will delete or de-identify Student Data after termination of our Agreement with the School Customer.

**11. COPPA.** We do not knowingly collect personal information from a child under 13 unless and until a School Customer has authorized us to collect such information through the provision of Products on the School Customer's behalf. We comply with all applicable provisions of the Children's Online

Privacy Protection Act ("COPPA"). To the extent COPPA applies to the information we collect, we process such information for educational purposes only, at the direction of the partnering School District or State Agency and on the basis of educational institutional consent. Upon request, we provide the School Customer the opportunity to review and delete the personal information collected from students. If you are a parent or guardian and have questions about your child's use of the Products and any personal information collected, please direct these questions to your child's school.

**12. Updates to this policy.** We may change this Policy in the future. For example, we may update it to comply with new laws or regulations, to conform to industry best practices, or to reflect changes in our product offerings. When these changes do not reflect material changes in our practices with respect to use and/or disclosure of Student Data, such changes to the Policy will become effective when we post the revised Policy on our website. In the event there are material changes in our practices that would result in Student Data being used in a materially different manner than was disclosed when the information was collected, we will notify School Customers affected by the changes via the email contact information provided by the customer and provide an opportunity to opt-out before such changes take effect.

### 13. Contact us

If you have questions about this Policy, please contact us at:

- Email: [privacy@amplify.com](mailto:privacy@amplify.com)

- Mail: Amplify Education, Inc.

55 Washington St., Ste 800

Brooklyn, NY, 11201

Attn: General Counsel

### Supplemental Disclosures

**Nevada.** This section applies if you are a resident of the state of Nevada. While Amplify does not sell personal information, as defined in Nevada law, Nevada residents may email a request for no sale of their personally identifiable information to [privacy@amplify.com](mailto:privacy@amplify.com).

**California.** This section applies to you if you are a resident of the state of California and for purposes of this section the term "personal information" has the meaning provided by the California Consumer Privacy Act (the "CCPA"). Residents of California may be entitled to certain rights with respect to personal information that we collect about them under the CCPA: the Right to Know, the Right to Request Deletion and the Right to Opt-Out of Personal Information Sales. You also have the right to be free of discrimination for exercising these rights. However, please note that if the exercise of these rights limits our ability to process personal information (such as in the case of a deletion request), we may no longer be able to

provide you the Products or engage with you in the same manner. To request to exercise your California consumer rights, please contact us at [privacy@amplify.com](mailto:privacy@amplify.com) with the subject line "California Rights Request."

***Note for students and other users who engage with Amplify in connection with a School Customer's use of Amplify:*** Because Amplify provides the Products to School Customers as a "School Official," we collect, retain, use and disclose Student Data only for or on behalf of our School Customers for the purpose of providing the Products specified in our agreement with the Customer and for no other commercial purpose. Accordingly, we act as a "service provider" for our School Customers under the CCPA. If you have any questions or would like to exercise your California rights, please contact your School directly.