

Grading for Equity Arlington Public Schools

CONTEXT / BACKGROUND

Arlington Public Schools seeks to improve the accuracy, bias-resistance, and motivation of its teachers' grading practices as a key lever for instructional improvement and to increase opportunities for success for all students, particularly those historically underserved. They seek to begin a systemwide shift by introducing faculty and leadership to the concepts of equitable grading, followed by piloting more equitable practices with a cohort of teachers.

[Note: Based on the complexity of grading and assessment reform, this proposal assumes that 2022-23 could be the first year of a multi-year partnership to support a systemwide change in equitable grading and assessment. However, this contract includes only a 1-year partnership, extended upon mutual agreement.]

SYSTEM CHANGE PARTNERSHIP OUTCOMES (3 YEAR PLAN)

For teachers:

1. Teachers use grading and assessment practices that are more accurate, bias-resistant, motivational, and understandable to students, caregivers, and school staff, and that reflect and measure proficiency on course standards
2. Teachers have qualitative and quantitative evidence, both individually and collectively, of the value of more equitable grading and assessment practices in the context of their own classrooms
3. Teachers have stronger collaborative relationships and experience a greater sense of efficacy with influencing student performance

For students:

1. Students can more accurately describe expectations for their academic outcomes, and their own place relative to those outcomes
2. Students have a greater sense of agency and efficacy about their academic performance
3. Students have a stronger sense of belief in their own success and of trust in their teachers

For the System:

1. The system creates a less stressful learning environment with less focus on points and competition for grades
2. The system generates teacher-endorsed and coherent grading and assessment policies throughout smaller and larger sub-systems
3. The system promotes more productive conversations among staff, students, and families about student expectations for course standards mastery

SCOPE OF WORK (YEAR 1 OF SYSTEM CHANGE PARTNERSHIP)—REMOTE MODEL

This Scope of Work assumes a maximum of 40 teachers in the cohort and 8 administrators.

Element	Content	When	Attendees / Structure	CEG Personnel
Grading for Equity Kickoff for Teacher Cohort	<ul style="list-style-type: none"> ○ Surface assumptions, beliefs, experiences about assessment and grading ○ Review history, function, and impact of traditional grading ○ Discuss research and practices that more accurately and assess / reflect students' understanding ○ Each Teacher Participant creates an Action Research Plan, identifying an equitable grading practice to prototype with evidence collection 	August 23-24, 2022 (2 days: 8:30a-3:00p)	Teacher cohort; Site Administrators Remote	CEG Facilitator
Action Research Results Sharing & GFE Content Workshops for Teacher Cohort	<ul style="list-style-type: none"> ○ Share action research results and identify design of next action research cycle ○ Provide deeper understanding and capacity to implement improved grading / assessment ○ Build consensus on impact and best practices for improved grading / assessment 	4 Workshops 2.5 hours each Oct 25, 2022 3:15-5:45p Jan 24, 2023 3:15-5:45p Mar 21, 2023 3:15-5:45p Jun 6, 2023 3:15-5:45p	Teacher Cohort 4 remote workshops	CEG Facilitator
Remote Coaching of Teachers	<ul style="list-style-type: none"> ○ Provide differentiated, individualized support to ensure progress toward implementing improved grading practices ○ 30-min session for each teacher cohort participant with a teacher experienced in equitable grading practices ○ Occurs during each action research cycle period (4 coaching sessions per teacher) 	Scheduled by each teacher 30-min sessions Session 1: Sep 26-Oct 14 Session 2: Nov 28-Dec 16 Session 3: Feb 13-Mar 10 Session 4: Apr 17-Mar 5	Teacher Cohort only Remote	CEG Coaches

Leadership Support Sessions (cross-client)	<ul style="list-style-type: none"> ○ Build capacity of administrators to support their teachers in the cohort and advance equitable grading at their sites ○ Provide forum for sharing experiences and strategies across system ○ Connect and learn from administrators in different districts/contexts 	<p>4 workshops (each session is offered 3x; each administrator attends one)</p> <p>Sept 21-22, 2022 Nov 16-17, 2022 Mar 14-15, 2023 April 12, 2023</p> <p>Day 1 Times 7:00 – 9:00a PST 12:00 – 2:00p PST</p> <p>Day 2 Times 3:00 – 5:00p PST</p>	<p>Administrators (Maximum: 8 participants)</p> <p>Remote</p>	CEG Facilitator
Presentation to Caregivers	<ul style="list-style-type: none"> ○ Explanation of district’s work with equitable grading and how it has benefitted students ○ Introduction to research base 	<p>Mar 1, 2023* 7:00-8:30p EST <i>Tentative- Administrator will check if Mar 22 or 29 is available</i></p> <p>1.5 hours</p>	<p>Client representative to co-facilitate</p> <p>Remote</p>	Joe Feldman and/or CEG Facilitator
Supervised Student Interviews	<ul style="list-style-type: none"> ○ Gather student voices and experiences with grading ○ Share results with participants in workshops 	<p>Oct 25, 2022 (during day of workshop)</p>	<p>Students selected by Administrator</p> <p>Remote</p>	CEG Facilitator and APS Staff for Supervision
Sharing Results Event	<ul style="list-style-type: none"> ○ Refresh faculty on the key tenets of equitable grading ○ Cohort members share experiences to build momentum and interest among colleagues to support next year’s work 	<p>May 9, 2023 4:00-5:30p EST</p> <p>1.5 hours</p>	<p>All faculty and administrators</p> <p>Remote</p>	Joe Feldman and/or CEG Facilitator
Reporting to Leadership	<ul style="list-style-type: none"> ○ Review written summary of progress and challenges ○ Collaborate with leadership to identify trends and patterns, and make adjustments to maximize impact of PD ○ Provide summary of progress, challenges, and outcomes to district leadership 	<p>At mid-point and end of year 1 hour each</p> <p>Mar 2, 2023 2:00-3:00p</p> <p>Jun 13, 2023 2:00-3:00p EST</p>	<p>Leadership</p> <p>Remote</p>	CEG Facilitator

Data Collection/ Evaluation	<ul style="list-style-type: none"> ○ Conduct Pre-PD and Post-PD Assessments with teachers ○ Collect and review grading data of teacher participants to identify trends, patterns, and comparisons to earlier year(s) 	End of 2 nd semester & Summer 2023	*See Attached Data Sharing Agreement	Elite Research, LLC
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DATA SHARING

In addition to collecting qualitative data of teachers’ experiences throughout this professional development, it is critically important to determine its impact on students, specifically comparing teachers’ assigned grades over time. For that reason, Crescendo Education Group will work closely with the school to collect teachers’ grade data. The additional **Data Sharing Request** describes the data needed, the process and timeline for receiving it, and our compliance with FERPA.

PERSONNEL:

The Crescendo Education Group team, including Joe Feldman, CEO, will support all elements of the above scope and will work closely with Client to ensure effective implementation.

PROJECT COST:

Total project cost is \$65,000 based on an estimate of the work required for successful planning and implementation of the above scope. This includes all materials for each of the participants (including a copy of Joe Feldman’s book *Grading for Equity*), travel expenses, and correspondence with Client.

Payment Schedule

Payment is to be made to Crescendo Education Group, LLC according to the following schedule (invoices will be sent during these months):

- 25% of work (August 2022)
- 50% of work (January 2023)
- 25% of work (June 2023)

Signed parties agree to the terms and conditions of this contract. Any material adjustment to the terms of this contract is to be made in writing and agreed upon by both parties. We look forward to partnering with APS with the critically important work of supporting teachers to implement equitable grading and assessment practices.

Arlington Public Schools Purchase Order Terms and Conditions

The Arlington Public Schools (APS) Purchase Order Terms and Conditions (“APS PO Ts&Cs”) shall govern this purchase. Where there is an inconsistency between the APS PO Ts&Cs and any other terms, conditions or limitations proposed or submitted by the Supplier, the APS PO Ts&Cs shall take precedence. The signing of Supplier provided documentation or commencement of performance shall be deemed conclusive acceptance of this provision.

See Attachment A – Purchase Order Terms and Conditions

See Attachment B- Contractor Certification Regarding Criminal Convictions

Joseph Feldman

Joe Feldman, CEO
Crescendo Education Group, LLC

9.15.22
Date

Danielle Godfrey

Danielle Godfrey, Assistant Director of Procurement
Signing on Behalf of

David Webb, Director of Procurement
Arlington Public Schools

September 16, 2022
Date

Crescendo Education Group, Inc. Data Sharing Agreement

The Crescendo Education Group, LLC, studies the impact of equitable grading practices and to disseminate those results to the broader educational community. In addition, the data collected is feedback to districts and schools as they pursue strategies and supports to make grading more equitable in both systemwide policy and teacher practice. Therefore, it is important that each Client share student performance data described below for each teacher engaged in Crescendo Education Group's professional learning program.

FERPA Compliance

Crescendo Education Group, LLC. agrees to use student records appropriately and only for authorized purposes, in accordance with federal and state law and as specified in this Agreement. We contract with an external evaluator, Elite Research, LLC, to analyze student data. Because the school/district will send data directly to the external evaluator, and is accessed by the evaluator for the sole purpose of assessing the impact of Crescendo Education Group's intervention, this request comports with FERPA requirements. Additionally, the raw data will be destroyed at the end of each year in compliance with FERPA regulations.

I agree to provide the data requested by Elite Research, LLC by the deadlines in the desired format.

Name of School or District: Arlington Public Schools

Name of Client's point of contact for student data: Sarah Putnam

Signature of Client's point of contact for student data: Sarah Putnam

Email Address: sarah.putnam@apsva.us Phone: (703) 228-2879

Client's Point of Contact: For each request, **please initial** to confirm that the specific data will be sent, by that date, to Elite Research, LLC in a format mutually agreed upon by Client's point of contract and Elite Research:

1) Between July 1, 2022 and August 15, 2022:

A) For each teacher in the cohort¹:

- List of all courses taught in Semester 2, 2021-22 (year prior to professional development)
 - Course Name
 - Course ID
 - Section #

B) For each section taught by each teacher in the cohort:

- List of all students enrolled in that teacher's classes
 - ID#
 - Ethnicity
 - Gender
 - EL Status
 - ~~FRPL~~ eligibility
 - Whether student has IEP
 - Grade received (A-F)

¹ Elite Research may request similar data from a "control group" of teachers. If so, the client contact will be notified by 1/30/23.

- The score students received in Spring, 2022 on any standardized exam that was associated with a course taught by a teacher in the cohort (includes state-level exams, such as SBAC and PARCC exams, and national exams, such as AP exams), and the name of that exam

Between June 15, 2023 and August 15, 2023

A) For each teacher in the cohort:

- List of all courses taught in Semester 2, 2022-23
 - Course Name
 - Course ID
 - Section #

B) For each section taught by each teacher in the cohort:

- List of all students enrolled in that teacher's classes
 - ID#
 - Ethnicity
 - Gender
 - EL Status
 - ~~FRPL eligibility~~
 - Whether student has IEP
 - Grade received (A-F)
 - The score students received in Spring, 2023 on any standardized exam that was associated with a course taught by a teacher in the cohort (includes state-level exams, such as SBAC and PARCC exams, and national exams, such as AP exams), and the name of that exam

Finally, for any data the Client provides that is not in text format, Client agrees to provide a code book to explain categorical variables.

Attachment A

Purchase Order Terms and Conditions

This Purchase Order is a contractual agreement between Arlington County School Board, operating as Arlington Public Schools ("APS") and the Vendor and is subject to these Purchase Order Terms and Conditions, the Arlington Public Schools Procurement Resolution ("Procurement Resolution"), and the Code of Virginia.

1. DELIVERY

Time is of the essence for any orders placed as a result of this Purchase Order. APS reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made at the time(s) specified in the Purchase Order. Delivery costs will be included in the price. All items shall be delivered F.O.B. destination and Vendor will pay transportation charges both ways on materials rejected for failure to meet specifications or for wrong or defective material. The Vendor assumes all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location(s).

2. FORCE MAJEURE

Neither Party shall be held responsible for failure to perform the duties and responsibilities imposed upon it by this Purchase Order to the extent such failure is due to causes beyond the control of the Party, such as but not limited to fires, riots, rebellions, natural disasters, wars or an act of God, that makes performance impossible or illegal, unless otherwise specified in this Purchase Order.

3. ACCEPTANCE OF MATERIAL

Any goods delivered under this Purchase Order shall remain the property of the Vendor, who bears all risk of loss, until a physical inspection or actual usage of the goods is made and thereafter accepted to the satisfaction of APS. All goods, services, professional services, construction or insurance (collectively "Deliverables") must comply with the specifications/scope of services and terms and conditions of the Purchase Order and be of the highest quality. In the event any Deliverables supplied to APS are found to be defective or not to conform to specifications, APS reserves the right to cancel the order upon written notice to the Vendor and return products to the Vendor at the Vendor's expense.

4. OVER SHIPMENTS

APS shall not be responsible for payment of over shipments even in the event of inadvertent use of over shipped goods. Quantities ordered must not be exceeded unless authority for deviations is specified in this Purchase Order or an appropriate change order is issued.

5. PACKING LIST AND/OR DELIVERY TICKET

A Packing List and/or Delivery Ticket must be furnished with each shipment indicating the Purchase Order number as well as the following information:

- a. Name of the Article and Stock Number (Vendor's)
- b. Quantity Ordered
- c. Quantity Shipped
- d. Quantity Back Ordered
- e. Name of Vendor

6. DROP SHIPMENTS

"Drop Shipments" of materials by Vendor from manufacturers will also be subject to the Packing List and/or Delivery Ticket information requirements as outlined in Paragraph 6 above. Vendor must ensure manufacturer compliance with these instructions.

7. MARKINGS

The Purchase Order number must appear on all cartons, boxes, packages, shipping cases, invoices, shipping documents and correspondence.

8. PAYMENT TERMS

Payments will be made within thirty (30) calendar days after receipt of an approved invoice by APS. Any prompt payment discounts offered will be taken if payment is made within the discount period offered. In connection with any discount offered for prompt payment, time shall be computed from the date the invoice is received. For the purpose of earning the discount, in those cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made.

9. PAYMENTS TO SUBCONTRACTORS

The Vendor agrees to make payments to subcontractors in accordance with Virginia Code Section 2.2-4354.

10. PRICES

This order is accepted only at prices stated in the Purchase Order. No tax shall be included except as provided for in Paragraph 13, Taxes.

11. INVOICES

Invoices, unless otherwise specified in the Purchase Order, will not be submitted until after acceptance by APS of the performance being invoiced and no more often than every thirty (30) days and in compliance with the requirements of paragraph 25 below. If shipment is made by freight or express, the original Bill of Lading properly receipted, must be attached to the invoice. Each Purchase Order must be invoiced separately. Deliverables furnished on two (2) or more Purchase Orders must not be included on one (1) invoice, but more than one (1) invoice may be issued under a Purchase Order. All funds not paid by APS when due as provided in this Purchase Order shall bear interest at the rate of 0.5% per month. Submit invoices, as applicable, by:

- a) By U.S. Mail to:

Arlington Public Schools Finance Office

2110 Washington Blvd.
Arlington, VA 22204 Or

b) By email to:

aps.payables@apsva.us

12. TAXES

APS is exempt from the payment of any federal excise or any Virginia Sales Tax. The price must be net, exclusive of taxes. However, when under established trade prices, any federal excise tax is included in the list price, the Vendor may quote the list price and show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by APS. The APS Federal Tax I.D. is 54 6001128. Vendors located outside of the Commonwealth of Virginia are advised that when materials are picked up by APS employees at Vendor's place of business, Vendor may charge and collect its own local/state tax.

13. PURCHASE ORDER REQUIREMENT

A Vendor shall not commence work until an approved Purchase Order or Change Order has been issued by the Procurement Agent, except where permitted either by the Procurement Resolution or the underlying Public Contract to which the Purchase Order or Change Order is the approval to commence work or modify it. A Public Contract is not considered to be fully executed unless it has been signed by the APS Procurement Agent, or his designee, and the Vendor.

In situations where work has commenced prior to a Purchase Order or Change Order being approved, and it is determined the commencement of work without a Purchase Order or Change Order is not permitted by the Procurement Resolution or the underlying Public Contract, requests for payment received from the Vendor for work performed prior to the date of a Purchase Order or Change Order being approved, may be rejected by the Procurement Agent and considered an Unauthorized Purchase.

The Vendor's sole recourse shall be as provided by the underlying contract and the applicable provisions of the Virginia Public Procurement Act.

APS will not be liable for payment of any purchases made by its employees without appropriate procurement authorization issued by APS Procurement Agent.

14. CHANGES TO PURCHASE ORDERS

No change may be made to this Purchase Order without an APS change order to this Purchase Order issued in advance of the transaction by an authorized APS employee. APS has no payment obligation or responsibility for any changes made without issuance of a written change order.

15. APPROPRIATION OF FUNDS

All funds for payments by APS under this Purchase Order are subject to the availability of an annual appropriation for this purpose by the Arlington County School Board. In the event of non-appropriation of funds by the Arlington County School Board for the goods, services, professional services, construction or insurance provided under this Purchase Order or changes thereto this Purchase Order will terminate automatically 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 purchase covered by this Purchase Order is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Purchase Order, cancellation will be accepted by the Vendor 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 Purchase Order beyond the date of termination other than to make payment for delivery or performance prior to notice of termination.

16. GUARANTEES & WARRANTIES

Vendor warrants to APS that all goods furnished under this Purchase Order will be new unless otherwise specified in writing by APS, and that all performance will be of first class quality, free from faults and defects. All Deliverables provided not conforming to these requirements shall be considered defective. All manufacturer warranties shall be assigned to APS. Nothing stated herein shall in any way limit any applicable implied warranties. The warranty shall be for a period of minimum of one-(1) year, from acceptance by APS of the goods furnished under this Purchase Order, or the manufacturer's standard warranty, whichever is longer. The warranty shall include all parts, labor, transportation, and any other costs (except general supply items) necessary to keep the product in good operating condition. The cost of this one (1)-year warranty shall be included in the price quoted.

17. VENDOR RESPONSIBILITY FOR DAMAGE TO PROPERTY

The Vendor shall be responsible for damages to property caused by performance under this Purchase Order. The Vendor shall repair to proper working order or replace, to the satisfaction of APS, any property damaged either directly or indirectly by Vendor's actions.

18. TERMINATION FOR CONVENIENCE

Unless otherwise stated, this Purchase Order may be terminated by APS, in whole or in part, whenever APS determines that such a termination is in its best interests. Any such termination shall become effective on the date stated in a written notice of termination mailed or delivered to the Vendor at least five (5) business days prior to the stated termination date. The notice of termination shall state the extent to which performance shall be terminated. The Vendor shall be paid for all accepted performance prior to the termination date. Purchase Order termination pursuant to this section shall not be considered a Purchase Order default, and APS shall not be liable for future payments, damages of any type, or for cancellation or termination charges.

19. TERMINATION FOR CAUSE

If, through any cause, the Vendor shall fail to fulfill in a timely and proper manner its obligations under this Purchase Order, or if the Vendor violates any of the covenants, agreements, or stipulations of this Purchase Order, APS thereupon has the right to declare the Vendor in default in whole or in part. In the event APS elects to declare the vendor in default, APS will give the Vendor written notice describing the nature of the default and providing the Vendor a right to cure such default within ten (10) business days after the date of the notice, or within such longer period as APS, in its sole and absolute discretion, may prescribe. In the event the default is not cured within the time period, APS has the right to take

necessary actions to correct or complete the work. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Vendor and all goods on site under the Purchase Order shall, at the option of APS, become the property of APS and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory performance through the date of termination. A termination for cause subsequently determined to have been without adequate justification shall be deemed to have been a termination for convenience.

Notwithstanding the above, the Vendor shall not be relieved of liability for damages sustained by APS by virtue of any breach of this Purchase Order by the Vendor until such time as the exact amount of damages due to APS from the Vendor can be determined.

20. CONTRACTUAL DISPUTE

Contractual disputes shall be handled in accordance with Article 7-107 of the Arlington Public Schools Procurement Resolution.

21. ARBITRATION

It is expressly agreed that nothing under this Purchase Order shall be subject to arbitration.

22. SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Purchase Order are severable, and if any phrase, clause, sentence, paragraph or section of this Purchase Order 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 and sections of this Purchase Order.

23. VENDOR LICENSING/REGISTRATION/CERTIFICATION

The Vendor certifies it has in effect all licenses, certifications and classification(s) required to perform the work included in this Purchase Order, in accordance with Title 54.1 of the Code of Virginia and in accordance with the laws, rules and regulations of the Commonwealth of Virginia, Department for Professional and Occupational Regulation, or such other regulatory authority as may be applicable. If this certification is not correct, this Purchase Order is invalid and APS shall be responsible for no payment regardless of degree of performance by Vendor.

24. AUTHORITY TO TRANSACT BUSINESS

The Vendor must be in compliance with all applicable Arlington County business license requirements. Any Vendor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Virginia Code, or as otherwise required by law. The proper legal name of the firm or entity and the identification number issued to the Vendor by the State Corporation Commission must be included in all invoices. Any Vendor that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law, or not required to have an Arlington County business license, shall include in its first invoice a statement describing why the Vendor is not required to be so authorized and licensed. APS may require documentation which clearly supports any of the forgoing representations of the Vendor. Failure to provide such documentation within the time requested shall be grounds for cancellation of this Purchase Order with no responsibility of APS to make payment of any kind, regardless of performance provided. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov.

25. COMPLIANCE WITH ALL REQUIREMENTS

The Vendor shall comply with all applicable Federal, State and Local laws, codes and regulations and shall give all notices and obtain all permits required thereby.

26. INDEMNIFICATION

The Vendor covenants to save, defend, hold harmless, and indemnify APS, Arlington County School Board, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions (collectively the "Indemnified Parties ") 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, resulting from, arising out of, or in any way connected with the Vendor's performance or nonperformance of the scope of this Purchase Order except for those caused by the negligence or willful misconduct of an Indemnified Party. This indemnification shall survive the completion of this Purchase Order.

27. GOVERNING LAW

This Purchase Order and performance hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to conflict of laws principles, 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.

28. ARLINGTON PUBLIC SCHOOLS EMPLOYEES

No employee of APS shall be admitted to any share or part of this Purchase Order or to any benefit that may arise from this Purchase Order which is not available to the general public.

29. ETHICS IN PUBLIC CONTRACTING

The provisions contained in Article 9 of the Procurement Resolution apply to all APS Purchase Orders. The provisions of Article 9 supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (Title 2.2, Chapter 31 of the Virginia Code), the Virginia Governmental Frauds Act (Title 18.2, Chapter 12, Article 1.1 of the Virginia Code) and prohibitions against bribery and related offenses (Title 18.2, Chapter 10, Articles 2 and 3 of the Virginia Code). The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

30. FAITH BASED ORGANIZATIONS

APS does not discriminate against faith-based organizations.

31. IMMIGRATION REFORM AND CONTROL ACT

In accordance with § 2.2-4311.1 of the Code of Virginia, the Vendor certifies that it has not, and will not during the performance of this Purchase Order, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

32. HIPAA COMPLIANCE

The Vendor shall comply with all applicable legislative and regulatory requirements of privacy, security and electronic transaction components of the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

33. VENDOR CERTIFICATION REGARDING CRIMINAL CONVICTIONS

The Vendor agrees to comply with Virginia Code 22.1-296.1. The Vendor agrees to provide certification that neither the Vendor, its employees, its subcontractors and employees thereof, who will have direct contact with students on school property during regular school hours or during school-sponsored activities, have not been convicted of a felony or of any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The Vendor certification shall also cover its employees, its subcontractors and employees thereof, assigned to the performance of this Purchase Order and the Purchase Order was approved. The Vendor, upon demand from APS, shall provide all information which allowed for the Vendor's certification.

34. ASSIGNMENT

The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of APS.

35. GENERAL INSURANCE REQUIREMENTS

See Appendix 1 to Purchase Order Terms and Conditions, General Insurance Requirements,

36. EMPLOYER DISCRIMINATION BY VENDOR PROHIBITED

During the performance of this Purchase Order, the Vendor agrees as follows:

- A. The Vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, 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 Vendor. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Vendor, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, will state that such Vendor 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 Vendor 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 Vendor will include the provisions of the foregoing sections in every subcontract or Purchase Order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- F. In seeking subcontractors, suppliers and vendors necessary to perform work, the Vendor shall encourage the participation of small businesses, women-owned businesses, minority-owned businesses, service disabled veteran-owned businesses and employment services organizations. At a minimum, for any portion of the work the Vendor is not going to perform with its own forces, the Vendor shall contact the Commonwealth of Virginia Department of Minority Business Enterprise to obtain a list of certified businesses in these categories available to perform such work or provide such materials or equipment. The Vendor shall directly solicit bids from at least one certified business in each category to perform such work or provide such materials or equipment, but shall not be obligated to give any preference to any such business in the award of subcontracts or materials/equipment supply subcontracts. Identification and direct solicitation of other such businesses by other means is strongly encouraged

37. DRUG-FREE WORKPLACE TO BE MAINTAINED BY VENDOR

During the performance of this Purchase Order, the Vendor agrees to:

- A. Provide a drug-free workplace for the Vendor's employees;
- B. 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 Vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- C. State in all solicitations or advertisements for employees placed by or on behalf of the Vendor that the Vendor 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 Vendor in accordance with this Procurement Resolution, the employees of whom 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.

38. SMOKING PROHIBITED

Any building or open area owned by APS wherein or whereon a Vendor is performing a contract is either an educational facility or a public place as defined by Va. Code Ann. §15.2-2820. There shall be no smoking as defined by Va. Code Ann. §15.2-2820 and including e-cigarettes or similar apparatus at any time in any educational facility, building or open area owned by APS. It is the responsibility of the Vendor to enforce this prohibition.

39. CONFIDENTIAL INFORMATION

The Vendor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all APS information obtained as a result of its work under this Purchase Order. 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, 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 Vendor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

40. VENDOR TERMS AND CONDITIONS

Any Vendor terms and conditions included or referenced in any Vendor documentation or Vendor website, shall not be considered to be and will not be considered to be a part of this Purchase Order

41. VENDOR PROHIBITED IN ASSISTING PERSON FOR NEW JOB IF ENGAGED IN MISCONDUCT WITH MINOR

As a condition of being awarded a Contract, or Contract Renewal, the Vendor 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 Vendor 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.

42. ORDER OF PRECEDENCE

Should the terms and conditions of this Purchase Order conflict with the terms and conditions of a contract the Vendor has with APS under which this Purchase Order is issued, the terms and conditions of the pre-existing APS contract shall take precedence.

The following is included in Purchase Orders and Change Orders for the purchase of textbooks:

43. PURCHASE OF TEXTBOOKS

The publisher shall, for each textbook ordered, furnish an electronic file in the National Instructional Materials Accessibility Standards (NIMAS) format that will be deposited in the National Instructional Materials Access Center (NIMAC) from which accessible versions of the particular textbook may be produced for students with print disabilities. The publisher shall deliver the NIMAS file of the textbook on or before the date of delivery of the regular text version.

The publisher certifies that the textbook unit price appearing in the contract or Purchase Order is the lowest wholesale price at which the book or books are currently bid under contract anywhere in the United States or that the price to be charged has been reduced and is the same price as sold anywhere outside of Virginia. In the event the reduced price is permanent the publisher further agrees to notify the Virginia Department of Education to update its website with the new unit price.

The publisher shall, when applicable, offer the Arlington County School Board the option of using any special or other edition of a textbook named in the contract or Purchase Order and adapted for use in Virginia and available at a lower price as sold elsewhere in the United States.

The following is included in Purchase Orders and Change Orders where the Vendor will have access to student data:

44. STUDENT DATA USAGE AND PRIVACY AGREEMENT See Appendix 2 to Purchase Order Terms and Conditions

The Vendor understands and agrees that where the provision of Work requires the Vendor to have access to student data the Student Data Usage and Privacy Agreement (SDUPA) is included in the Purchase Order and Change Order by reference. A link to the SDUPA is provided.

<https://www.apsva.us/wp-content/uploads/2018/08/STUDENT-DATA-USAGE-and-PRIVACY-AGREEMENT-Revised-August-2018.pdf>

The following is included in Purchase Orders and Change Orders for construction services where the total amount payable by APS to the Vendor is in excess of One Hundred Thousand Dollars (\$100,000.00) but in an amount not to exceed Two Hundred Thousand Dollars (\$200,000.00).

45. PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS

- a. The Vendor shall execute and deliver to APS Performance and Labor and Material Payment Bonds on the forms attached to this Purchase Order, each in an amount equal to the Purchase Order Total. The Performance and Labor and Material Payment Bonds shall be executed by a solvent and responsible surety company licensed to conduct business in the Commonwealth of Virginia, named in the current United States Treasury Department's latest Circular 570 and acceptable to APS. These bonds shall be issued and countersigned by a local authorized representative of such surety company who maintains a resident place of business in the Commonwealth of Virginia, regularly commissioned and licensed in the Commonwealth and producing satisfactory evidence of the authority of the person or persons executing the bonds to execute them on behalf of the surety. The Performance and Labor and Material Payment Bonds shall serve as security for the faithful performance of this Purchase Order, and for the payment of all persons performing labor and furnishing materials and services in connection with this Purchase Order consistent with the requirements of the Virginia Public Procurement Act. The premiums on the Performance and Labor and Material Payment Bonds shall be paid by the Vendor and shall be included in the Purchase Order Total.
- b. If at any time APS shall become dissatisfied with any surety or sureties providing the Performance or Labor and Material Payment Bonds, or both, or if for any other reason such Bonds shall cease to be adequate security for the Vendor, the Vendor shall within ten (10) Days after notification of such fact, substitute acceptable Bonds in such form and sum and signed by such other sureties as may be satisfactory to APS. The premiums on such Bonds shall be paid by the Vendor at no additional charge to APS. No further partial payments shall be deemed due nor shall be made until the new Bonds are in effect and provided to and approved by APS.

- c. Alternative Forms of Security: Any Performance or Labor and Material Payment Bond required may be provided in the form of a certified check, cashier's check, or cash escrow in the face amount required for the Bond and conditioned as required for a surety bond. Any Performance Bond or Labor and Material Payment Bond required may be in the form of a personal bond, property bond, or bank or savings institution's letter of credit on certain designated funds in the face amount required for the bond, but only if approved by the APS attorney. Approval shall be granted only upon a determination that the alternative form of security proffered affords protection to the AP S equivalent to a corporate surety's bond.

Amended April 25, 2022

Appendix 1 to Purchase Order Terms and Conditions

General Insurance Requirements

A. Overview

During the term of this Contract, Crescendo Education Group (Vendor) 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 Vendor 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, Vendor 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, Vendor 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. Vendor 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 Vendor 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 Vendor and/or its subcontractors' financial capacity to meet its obligations under a proposed deductible or self – insurance program, Vendor 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 Vendor and/or its subcontractors to ensure protection for APS.

B. Certificates of Insurance & Additional Insured Status:

1. Contractor

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

C. Termination & Or Augmentation of Insurance Policies:

1. Vendor shall give **Thirty (30) day notice of cancellation** 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, Vendor 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. Vendor and or their subcontractors terminating or augmenting any insurance policy without giving APS thirty (30) 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, Vendor 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 Vendor 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	\$3,000,000

2. Subcontractor's Commercial General Liability Insurance:

Vendor 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	TBD	TBD

3. Professional Liability / Errors & Omissions:

Vendor shall carry Professional/and/or/Miscellaneous Errors and Omissions insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Contract.

Type of Insurance	Limit Per Occurrence	Aggregate Limit
Professional Liability/Errors & Omissions	\$1,000,000	\$3,000,000

4. Worker's Compensation and Employer's Liability Insurance:

Worker's Compensation and Employer's Liability Insurance is mandatory for Vendor's employees engaged in the Work under this Contract, in accordance with the laws of the Commonwealth of Virginia. Vendor 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, Vendor 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	TBD	TBD

5. **Commercial Automobile Liability Insurance:**

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

Type of Insurance	Limit Per Occurrence	Aggregate Limit
Commercial Automobile Liability	TBD	TBD

Professional Liability including Network and Privacy Security Liability Insurance ("Tech E&O"):

Tech E&O 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 Insured's computer system, and unauthorized access (e.g., breach) or use of confidential information (Personally Identifiable Information (PII), Protected Health Information (PHI), and corporate confidential information protected by a confidentiality agreement). Coverage shall include but not be limited to:

1. Data Breach & Incident Response
1. Network Security, Privacy and Data Breach Liability
1. Regulatory Liability
1. PCI Fines & Assessments
1. Data Restoration
1. Cyber Extortion Including Ransomware
1. Media Liability
1. Social Engineering & Fraud Event
1. Forensics

Type of Insurance	Limit Per Claim	Aggregate Limit
Technical Errors & Omissions	TBD	TBD

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 Vendor's receipt of the Notice to Proceed and no work, shall proceed unless all such insurance is in effect. Vendor shall not allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained and approved by Vendor and found to be in accordance with the requirements set forth herein.

G. 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.

H. 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 Vendor 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. Vendor 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 Vendor and or their Subcontractors and a claim occurs that relates back to the vendor's services. Vendor and or their subcontractors will indemnify and hold APS harmless of all losses regardless of whether they have insurance coverage in place or not.

Student Data Usage and Privacy Agreement

This Student Data Usage and Privacy Agreement (“SDUPA”) dated [date] is between **Arlington Public Schools**, located at 2110 Washington Boulevard, Arlington, VA 22204 (“APS” or “Customer”) and **Crescendo Education Group**, located at 360 Grand Avenue, Suite #71 Oakland, CA 94610 (“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 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.

ARLINGTON PUBLIC SCHOOLS

- 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.

ARLINGTON PUBLIC SCHOOLS

ACCEPTED AND AGREED:

Crescendo Education Group

Arlington Public Schools

By: Joseph Feldman

By: Danielle Godfrey

Printed Name: Joe Feldman

Printed Name: Danielle Godfrey

Title: CEO, Crescendo Education Group, LLC

Title: Assistant Director of Procurement

Date: 9.15.22


Date: September 16, 2022

ARLINGTON PUBLIC SCHOOLS

The undersigned, being a subcontractor to an Agreement between Provider and APS to provide services to APS under such Agreement, hereby confirms and agrees to be bound by the foregoing Student Data Usage and Privacy Agreement ("SDUPA") and shall owe a contractual duty to APS to perform those duties and explicit terms set forth in the SDUPA.

SUBCONTRACTOR:

Elite Research, LLC

By: 
Name: René M. Paulson
Title: President



Attachment B

Contractor Certification Regarding Criminal Convictions

The completed form from the Contractor is a condition precedent to the award of the Contract.

As the official authorized to enter into this Contract on behalf of my organization, I certify that the Contractor, its employees, its Subcontractor(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.

Crescendo Education Group, LLC

Name of Firm

360 Grand Ave, Suite #71

Oakland, CA 94610

Address of Firm

650.793.9393

Telephone

Joseph Feldman

Signature

Joe Feldman

Name (please type or print)

CEO

Title (please type or print)

9.15.22

Date

End of Contractor Certification Regarding Criminal Convictions