

**ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VIRGINIA 22201**

**CONTRACT AWARD COVERPAGE**

<b>TO:</b> ARLINGTON SCHOOL BOARD, OPERATING AS ARLINGTON PUBLIC SCHOOLS, ON BEHALF OF THE ARLINGTON EDUCATION AND EMPLOYMENT PROGRAM  2110 WASHINGTON BOULEVARD ARLINGTON, VIRGINIA 22204	<b>DATE ISSUED:</b>  <b>CONTRACT NO:</b>  <b>CONTRACT TITLE:</b>	<u>JULY 1, 2021</u>  <u>22-DHS-EP-20</u>  <u>ARLINGTON EDUCATION AND EMPLOYMENT PROGRAM</u>
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**THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

The contract documents consist of the terms and conditions of AGREEMENT No. 22-DHS-EP-20, including any attachments or amendments thereto.

**EFFECTIVE DATE:** JULY 1, 2021

**EXPIRES:** JUNE 30, 2022

**RENEWALS:** THREE (3) ONE (1) YEAR RENEWAL OPTIONS REMAINING FROM JULY 1, 2022 TO JUNE 30, 2025

**COMMODITY CODE(S):** 92478

**LIVING WAGE:** N

**ATTACHMENTS:**

AGREEMENT No. 22-DHS-EP-20

**EMPLOYEES NOT TO BENEFIT:**

**NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.**

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**VENDOR CONTACT:** PAUL MCCABE

**VENDOR TEL. NO.:** (703) 228-8021

**EMAIL ADDRESS:** [PAUL.MCCABE@APSV.A.US](mailto:PAUL.MCCABE@APSV.A.US)

**COUNTY CONTACT:** BROOKE HAMMOND PÉREZ, DHS EID

**COUNTY TEL. NO.:** (703) 228-1779

**COUNTY CONTACT EMAIL:** [BHAMMOND-PEREZ@ARLINGTONVA.US](mailto:BHAMMOND-PEREZ@ARLINGTONVA.US)

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**PURCHASING DIVISION AUTHORIZATION**

**Kaylin Schreiber** Title: Procurement Officer Date: 6/21/2021

**ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VA 22201**

**AGREEMENT NO. 22-DHS-EP-20**

THIS AGREEMENT (“Agreement” or “Contract”) is made, on July 1, 2021, between the Arlington County School Board, operating as Arlington Public Schools on behalf of the Arlington Education and Employment Program, 2110 Washington Boulevard, Arlington, Virginia 22204 (“Contractor”), a Virginia local government entity authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia (“County”) (collectively, “Parties”). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

**1. CONTRACT DOCUMENTS**

The “Contract Documents” consist of:

- This Agreement
- Exhibit A – Scope of Work
- Exhibit B – Contract Pricing
- Exhibit C – ESL Intensive Scholarship Guidelines and Procedures, Application Form and Approval Letter
- Exhibit D – Quarterly Programmatic Report and Demographics

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the Parties’ agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the “Contract” or the “Agreement”.

**2. SCOPE OF WORK**

The Contractor agrees to perform the services described in the Contract Documents (the “Work”). As detailed in the “Scope of Work” (Exhibit A), the primary purpose of the Work is to provide contextualized English for Speakers of Other Languages (ESOL) and workforce development instruction and training for Arlington County residents with Limited English Proficiency (LEP) and newcomers with limited access to resources. It will be the Contractor's responsibility, at its 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 limits the Contractor's responsibility to manage the details and execution of the Work.

**3. PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

**4. CONTRACT TERM**

Time is of the essence. The Work will commence on July 1, 2021 and must be completed no later than June 30, 2022 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under the same contract prices for not more than three (3) additional 12-month periods, between July 1, 2022 and June 30, 2025 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

**5. CONTRACT AMOUNT**

The County will pay the Contractor, for services that the Project Officer accepts, \$161,420.50 per quarter, up to the maximum amount of \$645,682.00 per year. The Contractor shall submit a quarterly invoice in the amount of \$161,420.50 due by the first month of the quarter. At the end of each quarter, the Contractor shall submit documentation to reconcile quarterly expenses no later than the 15th of the month after each quarter ends (October 15, January 15, April 15 and July 15). Failure to submit the required back-up documentation within the specified due date may result in delayed payments from the County.

The County will reimburse the Contractor on a quarterly basis up to a maximum annual amount of \$5,000.00 for language interpretation and translation services. The Contractor must submit a separate invoice and it must include a copy of the original invoice from the interpretation service provider as back-up documentation. The invoice must include the client's initials, date, units of service, and total cost.

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Exhibit B unless otherwise agreed by the Parties in writing.

**6. PAYMENT**

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within forty-five (45) days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

**7. PAYMENT OF SUBCONTRACTORS**

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

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

- b. Notify the County 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 to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection 7 b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, 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 this section may not be construed to be an obligation of the County. 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.

**8. NO WAIVER OF RIGHTS**

The County's approval, or acceptance of, or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

**9. NON-APPROPRIATION**

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

**10. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR**

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

**11. COUNTY PURCHASE ORDER REQUIREMENT**

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk

and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

**12. BACKGROUND CHECK**

The Contractor is responsible for completing a criminal background check and a Virginia Central Registry check through the Virginia Department of Social Services for each person working on this contract. Any finding may result in the immediate removal of the individual from the contract.

**13. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS**

The County has the right to reasonably reject staff or subcontractors whom the Contractor assigns to provide goods or services pursuant to this Agreement. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least fifteen (15) calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

**14. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. 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. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.

- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

**15. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

**16. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its 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 violating 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 more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

**17. SEXUAL HARASSMENT POLICY**

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

**18. TERMINATION**

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default, or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform the terms of this Agreement satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within fifteen (15) days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within thirty (30) days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within fifteen (15) days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least fifteen (15) days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the Parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

**19. COPYRIGHT**

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all

copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

**20. OWNERSHIP OF WORK PRODUCT**

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All work product, in any form, that results from this Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

The Contractor must include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

**21. CONFIDENTIAL INFORMATION**

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

**22. ETHICS IN PUBLIC CONTRACTING**

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the 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 proposal was made without collusion or fraud; 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 procurement 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.

**23. COUNTY EMPLOYEES**

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

**24. FORCE MAJEURE**

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism, or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

**25. AUTHORITY TO TRANSACT BUSINESS**

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

**26. RELATION TO COUNTY**

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

**27. ANTITRUST**

The Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

**28. REPORT STANDARDS**

The Contractor must electronically submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, reports must avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

**29. AUDIT**

The Contractor must retain all books, records and other documents related to this Contract for at least five (5) years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within fifteen (15) calendar days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the

Contractor must, within thirty (30) calendar days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five (5) years after the final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County no less than thirty (30) calendar days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

**30. ASSIGNMENT**

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

**31. AMENDMENTS**

This Contract may not be modified except by written amendment mutually executed by persons duly authorized to bind the Contractor and the County.

**32. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

**33. DISPUTE RESOLUTION**

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including, but not limited to, claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after the final payment. The time limit for a final written decision by the County Manager is thirty (30) days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution incorporated herein. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

**34. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**

This Contract is governed in all respects by the laws of the Commonwealth of Virginia. Any legal action that arises from this Agreement must be filed in the Circuit Court of Arlington County, Virginia.

**35. ARBITRATION**

No claim arising under or related to this Contract may be subject to arbitration.

**36. NONEXCLUSIVITY OF REMEDIES**

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

**37. NO WAIVER**

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

**38. SEVERABILITY**

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the remainder of the Contract will remain in effect.

**39. ATTORNEY'S FEES**

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

**40. SURVIVAL OF TERMS**

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION.

**41. HEADINGS**

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

**42. AMBIGUITIES**

The Parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

**43. NOTICES**

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed to the following persons, their delegate, or any successor thereto designated by the Parties in writing:

**TO THE CONTRACTOR:**

Dr. Francisco Durán, Superintendent  
Arlington County School Board, operating as  
Arlington Public Schools on behalf of the  
Arlington Education and Employment Program  
2110 Washington Boulevard  
Arlington, VA 22204

**TO THE COUNTY:**

Brooke Hammond Pérez, Project Officer  
Arlington County, Virginia  
Department of Human Services

Economic Independence Division Chief  
2100 Washington Boulevard, 1st floor  
Arlington, VA 22204

AND

Sharon T. Lewis, LL.M, MPS, VCO, CPPB  
Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, VA 22201

**TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):**

Mark Schwartz, County Manager  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 318  
Arlington, VA 22201

**44. ARLINGTON COUNTY BUSINESS LICENSES**

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

**45. NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**46. LIMITED ENGLISH PROFICIENCY**

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contract's scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will make arrangements with a County-contracted service provider and pay the fees.

**47. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor.

The Contractor's responsibilities related to ADA compliance include, but are not limited to, the following:

- a. Access to Programs, Services and Facilities: The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.

- b. Effective Communication: Upon request, the Contractor must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor's programs, services and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing or vision impairments.
- c. Modifications to Policies and Procedures: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.
- d. No Extra Charges: The Contractor may not charge a person with a disability, or any group of individuals with disabilities, to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.

**48. INSURANCE REQUIREMENTS**

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Educators Legal Liability - \$1,000,000 per claim.
- e. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- f. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is

consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

- g. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- h. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

**49. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

ARLINGTON SCHOOL BOARD, OPERATING AS  
ARLINGTON PUBLIC SCHOOLS, ON BEHALF OF THE  
ARLINGTON EDUCATION AND EMPLOYMENT PROGRAM

AUTHORIZED SIGNATURE: DocuSigned by:  
*Vanessa Moorehead*  
392AD72EA7BC414...

NAME: Vanessa Moorehead

TITLE: Procurement Officer

DATE: 6/29/2021

AUTHORIZED SIGNATURE: DocuSigned by:  
*Francisco Durán*  
B40D2CC14C8740B...

NAME: Francisco Durán

TITLE: Superintendent

DATE: 6/29/2021

## **EXHIBIT A**

### **SCOPE OF WORK**

The Arlington County Department of Human Services (DHS) is committed to ensuring that its service providers deliver effective, equitable, understandable, trauma informed and respectful quality care. Therefore, the Contractor must:

- A. Provide services that are responsive to diverse cultural beliefs and practices, experiences of racism, preferred languages, health literacy, and other community needs;
- B. Approach, engage and care for clients in a culturally and linguistically competent manner, including but not limited to:
  - a. Cultural identity
  - b. Racial and/or ethnic background
  - c. Religious/spiritual ascription
  - d. Gender identity
  - e. Physical capability
  - f. Cognitive level
  - g. Sexual orientation
  - h. Linguistic needs
- C. Provide services that are tailored to age, diagnosis, developmental level, geographical and educational needs.

#### **I. SERVICES BY THE CONTRACTOR**

##### **A. GENERAL DESCRIPTION AND GOALS OF SERVICES**

The Contractor shall provide contextualized English for Speakers of Other Languages (“ESOL”) and workforce development instruction and training for Arlington County residents (“Clients”) with Limited English Proficiency (“LEP”) and newcomers with limited access to resources. The ESOL and workforce development training curricula and services must reflect community needs; labor market demands; and client aptitudes, interests and educational needs, as identified by the Contractor.

The program shall be comprised of the following classes:

- ESOL Beginning Literacy;
- ESOL Low Beginner;
- ESOL High Beginner;
- ESOL Low Intermediate;
- ESOL High Intermediate;
- ESOL Advanced;
- Microsoft Office Word certification classes; and
- English for childcare providers.



Through these classes, participants will have the opportunity to:

1. Acquire the competencies and the English language skills needed for participants' use of goods and services, home and family living, and personal needs.
2. Acquire the language and pre-employment competencies needed for entry-level employment and advancement.
3. Acquire the ESOL competency needed for admission to community college.
4. Learn about training, employment and self-employment opportunities and requirements.
5. Receive information for available resources in the County and the wider community and learn how to access those resources. Such resources may include referral information on community partners to receive support with employment, legal immigration, higher education, and food assistance, among others.
6. Acquire life skills and competencies through self-contained daily ESOL lessons.
7. Gain Microsoft Office Word certification for workforce development.
8. Learn relevant vocabulary and English language skills needed for a career in childcare, either at a childcare center or a home-based childcare. Earn credits up through Level 1 of the Child Development Associate (CDA).

Tuition prices must be kept nominal. Tuition schedules must be shared with the Project Officer at the start of each fiscal year to ensure that there is mutual agreement.

## B. PROGRAM COMPONENTS

### 1. **Outreach and Recruitment**

The Contractor must market the program to and recruit Limited English-Speaking Arlington residents who would benefit from ESOL and workforce development classes by:

- a. Identifying and engaging community-based agencies and organizations serving the target population.
- b. Using the Arlington Public Schools ("APS") Intake Center, located at the Education Center at 2110 Washington Boulevard, Arlington, to distribute fliers to parents of children in the ESOL programs.
- c. Posting notices in retail establishments and public places where target group members are most likely to go.
- d. Using mass media, such as the Arlington County Schools and Recreation schedule of classes and in-language radio stations or newspaper advertisements.
- e. Marketing workplace education services to businesses in Arlington that are likely to employ LEP speakers in need of ESOL services.

### 2. **Intake and Testing**

The Contractor must conduct intake and testing prior to the beginning of each new class cycle.

### 3. **Scholarship Distribution**

The Contractor must provide scholarships to eligible residents. Scholarships must be awarded in accordance with attached Exhibit C (ESL Intensive Scholarship Guidelines and Procedures, Application Form and Approval Letter). In the event that demand exceeds scholarships available,

scholarships must be distributed through a lottery process. In the event of a lottery, the Contractor must give preference for the scholarship lottery to lower proficiency level students.

#### **4. Locations**

The Contractor's ESOL and workforce development classes are expected to be offered at the following Arlington County locations:

- a. Syphax Education Center (2110 Washington Boulevard)
- b. Arlington Mill Community Center (909 South Dinwiddie Street)
- c. Gates of Ballston Community Center (4200 N. Henderson Road)
- d. Walter Reed Community Center (2909 16th Street S)

In the event that classes cannot be accommodated at these centers, the Contractor must identify other locations and/or offer classes virtually. Classes must be offered at convenient locations that are easily accessible by bus, car, or walking. They must provide a variety of scheduling options, including non-traditional evening and weekend hours that match the scheduling needs of participants.

#### **5. Staffing**

All hiring must be done in compliance with rules and regulations of the Department of Personnel, Arlington Public Schools: <https://www.apsva.us/human-resources/>. Staff must have experience working with LEP speakers.

Teachers may be assigned to work on special projects, such as arranging speaker presentations in class, employer/hiring events, and curriculum development. Teachers' meetings will be held as needed.

#### **6. Professional Development**

The Contractor will:

- a. Provide all teachers and volunteer instructors with annual professional development training related to best practices and teaching methodologies.
- b. Provide pre-service training to new teachers, particularly in the areas of lesson planning and evaluation.
- c. Conduct in-service training for all teachers at least twice a year, have staff participate in conferences and workshops, and offer in-house staff development activities as needed.

The main objectives for in-service training must be to:

- Identify instructional and other concerns related to students' changing needs and decide on strategies for dealing with them.
- Develop an atmosphere of mutual support and professional pride.
- Exchange and expand upon individual talents and resources,
- Maintain familiarity with current trends, best practices and teaching methodologies.
- Move successfully from theory to practice.

#### **7. Policies and Procedures**

At a minimum, the Contractor must have the following policies and procedures in place:

- a) Quality assurance to ensure accurate data collection and reporting.
- b) Volunteer recruitment, training, screening, and management.
- c) Management of critical incidents. A critical incident is considered an actual or alleged event that creates a significant risk of substantial or serious harm to the physical or mental health, safety, or well-being of a client or staff.
- d) Language interpretation accommodation.

- e) Implementation of culturally and linguistically competent services and service delivery, as detailed below in Section II, Delivery of Service.

Policies must be made available upon request.

#### **8. Language Interpretation Services**

In accordance with this Agreement's Limited English Proficiency Clause (Section 48), the Contractor must make reasonable efforts to provide language interpretation and translation services for clients with limited English proficiency. The Contractor must contract with a language translation and interpretation service to accommodate those clients. The County will reimburse the Contractor for the expenses up to an amount listed in the "Contract Amount" paragraph. The Contractor must have policies and procedures to implement the services.

## **II. ANNUAL PERFORMANCE GOALS AND OBJECTIVES**

### **A. Statistical Performance Goals:**

1. The Contractor will enroll a total of 1,500 unduplicated clients. Of the total participants served, 820 scholarships must be provided based on awardees' economic status. Proof of documentation of qualified need for the scholarship (Exhibit C) must be kept in each awarded student's file.
2. At least forty-five percent (45%) of ESOL clients will successfully complete at least one (1) ESOL level, as measured by ESOL level descriptors (as listed in I, A, General Description and Goals of Services).
3. At least twenty (20) unduplicated clients will enroll in Microsoft Office Word certification computer classes. Of those, seventy-five percent (75%) will earn the Microsoft Office Word certification upon course completion.
4. At least forty (40) unduplicated clients will enroll in *English for Childcare* classes.
5. Of the 1,500 unduplicated clients served, at least forty (40) unduplicated participants will be referred to the Arlington Employment Center's Microsoft Office computer classes, CompTIA ITF+ and A+ computer classes, or Child Development Associate (CDA) classes.

The County will review Goals and Objectives in collaboration with the Contractor on an annual basis and update as needed. If agreed-upon Goals and Objectives are not met, the County will discuss reasons for the failure and remedies with the Contractor. The County reserves the right to conduct a site monitoring visit to review program activities, finances, and deliverables if performance continues to be a concern.

### **B. Enhancement of Program Performance Goals and Objectives:**

When required by any grants received by the Contractor, the Contractor may identify project funds to be used as a match against the grant dollars awarded to the Contractor to further the achievement of project goals and objectives.

## **III. PROGRAMMATIC REPORTS**

The Contractor must submit to the County Project Officer a quarterly Programmatic Report and Demographics (Exhibit D) by October 15, January 15, April 15 and July 15 of each Contract year. Each Programmatic Report must be accompanied by a narrative report that details any program successes or setbacks.

## **IV. BUDGET AND FINANCIAL REPORTS**

A. Budget

Any transfer of funds between budget line items resulting in a greater than ten percent (10%) variance will require prior written approval from the County Project Officer.

B. Financial Reports

The Contractor must submit a quarterly financial report showing actual expenses for the quarter no later than the 15th of the month after the quarter ends (October 15, January 15, April 15, and July 15) each Contract year. The County will select a sample of the reported expenses for which the Contractor must submit supporting documentation. Failure to submit the required quarterly financial reports and back-up documentation within the specified due date may result in delayed payments from the County.

**V. ADMINISTRATIVE CAP**

An administrative cap of up to ten percent (10%) is allowable under this Contract. Program administration costs include, but are not limited to, rent, staff salaries for oversight and general management, and utilities. The Contractor must submit the proposed line items and amounts to the Project Officer for review and approval.

**EXHIBIT B: CONTRACT PRICING**

<b>Arlington Education and Employment Program (REEP) FY 2022 Budget</b>		
	<b>FTE</b>	<b>Total</b>
<b>Personnel:</b>		
Salaried Arlington Mill Center coordinator	0.6	\$54,496
Salaried Syphax Ed. Center coordinator	0.5	\$46,489
Hourly Teachers	21.0	\$246,302
Hourly Instructional Assistants (3)	1.0	\$13,044
Salaried Volunteer Program Coordinator	0.6	\$49,669
Salaried Instructional Technology Coordinator	0.6	\$72,014
Bilingual Support Staff Syphax Ed. Center	1.0	\$48,689
Bilingual Support Staff Arlington Mill Center	0.8	\$50,411
<b>Total Personnel</b>	<b>26.1</b>	<b>\$ 581,114</b>
<b>Non-Personnel:</b>		
<b>Total Non-Personnel</b>		<b>\$0</b>
Admin Cap Rate		10%
<b>Admin Cap</b>		<b>\$64,568</b>
<b>Grand Total</b>		<b>\$ 645,682</b>
Grant Amount		\$645,682
<b>Admin Cap</b>		
Salaried REEP Treasurer	0.3	\$26,598
Salaried REEP Supervisor	0.3	\$37,970
<b>Total</b>	<b>0.6</b>	<b>\$64,568</b>

<b>Arlington Public Schools FY 2022 Budget - Language Assistance</b>		
	<b>FTE</b>	<b>Total</b>
<b>Non-Personnel</b>		
Language Assistance		\$5,000
<b>Total Non-Personnel</b>		<b>\$5,000</b>
<b>Grand Total</b>		<b>\$5,000</b>

**EXHIBIT C**

**ESL INTENSIVE SCHOLARSHIP GUIDELINES AND PROCEDURES,  
APPLICATION FORM, AND APPROVAL LETTER**

**I. General Principles:**

- A.** A limited number of Arlington Education and Employment Program (“REEP”) scholarships will be available to eligible Arlington residents and parents with limited English proficiency for up to three (3) cycles per applicant during a five (5) year period. Non-Arlington residents are not eligible for scholarships. Priority for parent scholarships must be given to parents of Arlington Public Schools students.
- B.** The following groups are automatically eligible to receive a scholarship and do not participate in the lottery provided that they maintain scholarship eligibility:
  - a. Current scholarship recipients in good standing for a 2nd or 3rd scholarship.
  - b. Scholarship applicants who lost the lottery in the previous cycle and registered as a tuition student for that cycle.

**II. Specific Procedures:**

**A. Distribution**

An annual allocation of scholarships will be provided from County Funds. Quarterly distributions of scholarships will be made based on the balance of scholarships available.

**B. Application for Scholarship Lottery**

In the event that the number of eligible scholarship applicants exceeds the number of scholarships available for a quarter, scholarships will be distributed on a lottery basis. The lottery drawing will be conducted by the Contractor approximately ten (10) days prior to enrollment. Scholarship approval letters will be sent to new students and distributed in class to students who are currently enrolled.

**1. Currently enrolled new applicants**

Teachers will announce dates for scholarship orientations and general qualifications approximately one (1) month in advance. New applicants must attend a scholarship orientation and complete the scholarship application form (Form A) at the same time. In addition to continued residency in Arlington, currently enrolled applicants may not have had more than five (5) absences during their current enrollment.

**2. New applicants who are not currently enrolled**

Information about scholarships will be provided to new applicants who inquire about financial assistance. New scholarship applicants must take a placement test, attend a scholarship orientation, and complete the scholarship application form (Form A). Applicants must show proof of Arlington residency. In the event that the number of eligible scholarship applicants exceeds the number of scholarships available for a quarter,

completed applications will be placed in the lottery. Names will be drawn approximately ten (10) days prior to enrollment.

**C. Arlington Residency**

Proof of Arlington residency is required for County scholarships. One (1) of the following documents must be presented:

- Valid driver's license
- DMV identification card
- Current lease or rental agreement
- Bank statement
- Utility bill
- Correspondence from an official government agency
- Child's school registration form

Documentation must include the initials of an intake worker attesting that documents were reviewed.

**D. Repeat Scholarships**

Currently enrolled scholarship recipients will receive a repeat scholarship (based on availability) if they continue to reside in Arlington and have good attendance. Good attendance is determined as five (5) or fewer absences during a cycle. Students with more than five (5) absences may, at REEP's discretion, be excused for extenuating circumstances (e.g., medical reasons, parent-teacher conferencing, death in the family) by submitting documentation of the circumstance in writing to a REEP staff member. Currently enrolled scholarship recipients do not need to apply or participate again in a lottery drawing. Good standing and continued residence will be determined from attendance card and re-registration forms.

**E. Enrollment**

Students selected to receive scholarships must enroll during the early enrollment period and must pay a non-refundable \$35 testing/registration fee for class.

**SCHOLARSHIP APPLICATION FORM: ALL TYPES**

Teacher's Name \_\_\_\_\_

Current Level \_\_\_\_\_

<b>Name:</b>		
Last	First	Middle
<b>Address:</b>		
Building #	Street Name	Apartment #
City, State & Zip Code: _____		
Phone: _____		Cell Phone: _____

Do you live in Arlington? Yes \_\_\_\_\_ No \_\_\_\_\_

When do you wish to study? \_\_\_\_\_ Morning \_\_\_\_\_ Noon \_\_\_\_\_ Evening

Child Last Name	Child First Name	Sex (M/F)	School	Grade

**IF YOU GET A SCHOLARSHIP**

1. You must attend class every day. You must arrive at class on time and stay until the end of class. If you miss more than 5 classes or are often late, you will not receive another scholarship. Second (2<sup>nd</sup>) and third (3<sup>rd</sup>) scholarships depend on availability. No more than 3 scholarships will be given per student in a 5-year period.

2. Changes in class time can only be made for job reasons and if there is space available in the new class. You must submit a copy of a new work schedule or a letter from your employer to make a change.

3. You must take an English test at the beginning and end of each class session.

I understand all the requirements and agree to them if I get a scholarship. I certify that the information I provided is accurate and truthful.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

**Office Use Only:**

Proof of residency verified at registration: Yes \_\_\_\_\_ No \_\_\_\_\_ (Verification letters are not acceptable)

Proof that child attends an Arlington Public School (parent scholarships only): \_\_\_\_\_

Number of previous scholarships: \_\_\_\_\_ (AB/EL/NA/S/LIT/P/FS/TRA/IM/KR/ACF/GS/AP)

Number of absences: \_\_\_\_\_

Scholarship eligible: Yes \_\_\_\_\_ No \_\_\_\_\_ Reason not eligible: \_\_\_\_\_

Win lottery? Yes \_\_\_\_\_ No \_\_\_\_\_ Type: S FS NA EL GS AP OTHER: \_\_\_\_\_

Information checked by: \_\_\_\_\_



## SCHOLARSHIP APPROVAL LETTER (SAMPLE)

TERMDATE:	
NEWLEVEL:	
NEWTYPER:	SITE:

NAME:		TYPE:	
TELEPHONE:		TIME:	
TEACHER:	STARTDATE:	LEVEL:	SITE:

**Congratulations! You have been approved to receive a REEP scholarship for the class listed below. Please report for registration at SYPHAX EDUCATION CENTER. Bring this letter and a money order for \$35.00 on DATE at TIME.**

### CLASS INFORMATION

SYPHAX EDUCATION CENTER	START DATE – END DATE
2110 Washington Blvd., Room 106	6:45 pm - 9:00 pm
DAYS: Monday, Tuesday, Wednesday, and Thursday	

### REQUIREMENTS FOR SCHOLARSHIP STUDENTS

- 1. You must attend class every day. You must arrive at class on time and stay until the end of class. If you miss more than 5 classes or are often late, you will not receive another scholarship. (Please note that 2nd and 3rd scholarships depend on availability. No more than 3 scholarships will be given per student in a 5-year period.)**
- 2. Changes in class time can only be made for job reasons and if there is space available in the new class. You must submit a copy of a new work schedule or a letter from your employer to make a change.**
- 3. You must take an English test at the beginning and end of each class session.**

*Please call REEP at (703) 228-4200 if you have any questions.*

**EXHIBIT D**

**QUARTERLY PROGRAMMATIC REPORT AND DEMOGRAPHICS**

<b>Organization Name: REEP</b>						
<b>FY22 - Quarterly Programmatic Report</b>	<b>Contracted Targeted Goal</b>	<b>Q1</b>	<b>Q2</b>	<b>Q3</b>	<b>Q4</b>	<b>Total (Actual Year-End)</b>
<b><u>Clients Served</u></b>						
Unduplicated clients served in ESOL classes	1500					0
Unduplicated clients served in workforce classes (specify below):	60					0
Microsoft Office Specialist	20					0
English for Childcare	40					0
# of clients referred to AEC workforce development classes (MOS, ITF+, A+, CDA)	40					0
# of scholarships provided to enroll in classes	820					0
<b>Total unduplicated clients served</b>	<b>1560</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b><u>Outcomes Measures</u></b>						<b>Year-End Total</b>
% of clients who successfully complete an ESOL level, as measured by ESOL level descriptors*	45%					
% of clients who earned an industry recognized credential in IET workforce classes (specify below):						
Microsoft Office Specialist	75%					
English for Childcare**	50%					
*ACDF and Outreach Center students do not get assessed.						
**Clients counted for this measure must have reached 24 hours of training through Better Kid Care.						

**EXHIBIT D****QUARTERLY PROGRAMMATIC REPORT AND DEMOGRAPHICS (CONTINUED)**

<b>Unduplicated Demographics of Clients Served</b>	<b>Q1</b>	<b>Q2</b>	<b>Q3</b>	<b>Q4</b>	<b>Total (Actual Year-End)</b>
<b><u>Race</u></b>					
American Indian or Alaskan Native					0
Asian					0
Black or African American					0
Native Hawaiian or Other Pacific Islander					0
White					0
Hispanic or Latino					0
Other					0
Don't Know/Declined to Answer					0
<b><u>Age</u></b>					
Under 18					0
18-24 years old					0
25-39 years old					0
40-60 years old					0
60+ years old					0
Don't Know/Declined to Answer					0
<b><u>Residency</u></b>					
Arlington residents served					0
Other residents served					0
<b><u>Gender</u></b>					
Male					0
Female					0
Transgender					0
Non-Binary					0
Other					0
Don't Know/Declined to Answer					0
<b><u>Country of Origin</u></b>					
Add a row for every country of origin served					0