

1/30/2023

The Center for International Education
Dba Participate Learning
Attn.: Kevin Smith
201 Sage Road, Suite 200
Chapel Hill, NC 27514

Reference: Stafford County Public Schools contract 21-SCPS-031

Dear Mr. Smith:

Acceptance Agreement

Contract Number: 4400011656

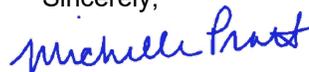
This Acceptance Agreement signifies a contract award to The Center for International Education dba Participate Learning for J-1 Visa Exchange Visitor Program – Teacher Category. The period of the contract shall be from date of award through June 30, 2023. There are ten (10) one-year renewal options.

The contract award shall be in accordance with:

1. This Acceptance Agreement;
2. The attached Fairfax County Public Schools contract 4400011656;
3. The Prices, Terms and Conditions of Stafford County Public Schools contract# 21-SCPS-031;

Please note that this is not an order to proceed. A purchase order, which constitutes your notice to proceed, will be issued to your firm. Please provide your Insurance Certificate according to Special Provisions Paragraph 13 within five (5) days after receipt of this letter. Contract award documents may be viewed on the Fairfax County, Department of Purchasing and Supply Management website at: www.fairfaxcounty.gov/dpsm/contracts.htm.

Sincerely,



Michelle R. Pratt
Director

MRP/dgl

Contract Number 4400011656

THE PARTIES TO THIS CONTRACT, Fairfax County Public Schools ("FCPS", "FAIRFAX COUNTY", or "the County") AND The Center for International Education, Inc. dba Participate Learning ("CONTRACTOR") MUTUALLY AGREE THAT:

1. **SCOPE OF SERVICES:**

- 1.1. The Contractor shall provide an Exchange Visitor J-1 Visa Program, Category: Teacher and related programs and services in accordance with the Department of State Exchange Visitor Program and in accordance with Stafford County Public Schools contract 21-SCPS-031. Pricing schedule is attached (Attachment A), the Participate Learning Master Services Agreement (Attachment B), Ambassador Teacher Support (Attachment C), Refund Policy (Attachment D) and Privacy Policy (Attachment E).
- 1.2. Teachers assigned to FCPS's contract shall meet the following requirements:
 - a. Hold a bachelor's degree or equivalent
 - b. Eligible to receive a valid international educator teaching license issued by the Virginia Department of Education (Note: Teachers must arrive to the U.S. to be eligible to obtain a Social Security Number which is a requirement to submit the application and obtain the license).
 - c. Background Checks. During the selection process, Participate Learning shall perform a background check on each Educator in accordance with its standard policies and practices including obtaining a police certificate or other criminal background check from the Educator's home country. Educators are also subject to database checks by the U.S. Government and must clear these checks to obtain a Visa. Following completion of the applicable background/criminal records checks and upon reasonable request, Participate Learning will provide written certification to FCPS that it has conducted the background checks described in this Agreement and that such checks do not indicate that any of the Educators, agents or employees of Participate Learning who will be providing services on FCPS' property have been convicted of: any felony, including any violent felonies as set forth in the definition of barrier crime in subsection A of Virginia Code § 19.2-392.02; any Class 1 misdemeanors; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child; any crime of moral turpitude; or any equivalent offenses of the foregoing in another state or country. Participate Learning acknowledges that any individual making a materially false statement regarding any such offenses is guilty of a Class 1 misdemeanor pursuant to Virginia Code § 22.1-296.1 and, in the case of a teacher, upon conviction, the fact of such conviction is grounds for revocation of their license to teach. Participate Learning also acknowledges that any person convicted of a Tier III offense, as defined in Virginia Code § 9.1-902, who enters the premises of any school commits a Class 6 felony under Virginia Code § 18.2-370.5. Before any Educator begins providing any services on FCPS' premises and annually thereafter, FCPS shall require Educators to submit to fingerprinting and to provide personal descriptive information to be forwarded along with the individual's fingerprints through the Central Criminal Records Exchange to the Federal Bureau of Investigation for the purpose of obtaining criminal history record information regarding such individual. FCPS shall pay for all of the cost of this fingerprinting and criminal records check. Additionally, such individual shall submit to a statewide central registry check in those

states the individual has worked or lived in the past 5 years to ensure the individual is not the subject of a founded case of child abuse and neglect. Pursuant to Virginia Code § 22.1-296.1, FCPS shall not employ any individual who has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of § 19.2-392.02 or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or any crime of moral turpitude. Additionally, FCPS shall not employ any individual who has been the subject of a founded case of child abuse and neglect. Educators agree prior to arrival to undergo any standard pre-employment screening required by FCPS which may include but is not limited to fingerprint checks, Tuberculosis (TB) screening, or drug screening.

- d. Participate Learning shall not assign any employee, Educator or agent to provide services on FCPS' premises if Participate Learning knows or reasonably should know that (1) said worker has been convicted of a felony or equivalent crime in another country; (2) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, drugs, or theft; or (3) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of students or school personnel or to the security of FCPS' property including those crimes specified in Virginia Code § 22.1-296.1. FCPS reserves the right to prohibit any individual employee, Educator or agent of Participate Learning from providing services on FCPS' property or at FCPS events if FCPS determines, in its sole discretion, that such agent, Educator, or employee poses a threat to the safety or well-being of students, school personnel or others or is for any reason disruptive to school operations.
- e. Hold valid J-1 Exchange Visitor Visa status.

2. PERIOD OF CONTRACT:

- 2.1. The period of this contract shall be from the date of award through June 30, 2023.
- 2.2. Automatic contract renewals are prohibited. This contract may be renewed at the expiration of its term by agreement of both parties. Contract renewals must be authorized by and coordinated through the Office of Procurement Services. FCPS reserves the right to renew the contract for ten (10) additional one-year periods.
- 2.3. The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this Invitation for Bid is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

3. COMPENSATION:

- 3.1. FCPS agrees to pay the Contractor at the rate listed on Attachment A for services provided. As the Contractor is not a bona fide County employee the parties agree that no deductions for withholding taxes, workman's compensation, insurance, or other fringe benefits will be made and will be the sole responsibility of the Contractor.

- 3.2. Ambassador Teacher fees include: health care, life insurance, eye and dental care (optional), international recruitment operations, selection, and retention support, visa sponsorship and visa interview support, pre-arrival online orientation sessions, travel and arrival arrangements, arrival orientation, local Adviser support, Annual Participate Learning Conference, school visits and instructional coaching support as needed, social events, online professional development, teacher resources and 24/7 online support, monthly Participate Learning newsletter and J-1 program administration, support and maintenance.

4. AUTHORITY:

The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every contract and purchase order (except for capital construction projects) issued by Fairfax County. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned contract administrators. Specifically delegated employees are authorized to order supplies or services, and obligate the government of Fairfax County for indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and shall not be binding on the County

5. DEFINITIONS:

- 5.1. All terms used in this agreement are defined in the Fairfax County Purchasing Resolution, Article 1, Section 6 and shall be used in accordance with such definitions.

6. INTERPRETATION OF CONTRACT:

- 6.1. Any questions pertaining to this contract shall be directed to:

Delphine G. Lambert, Sr. Contract Specialist
Fairfax County Public Schools
Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, Virginia 22042-1203
Telephone: 571-423-3585
Email: dglambert@fcps.edu

7. METHOD OF ORDERING:

- 7.1. As requirements arise, authorized individuals will place orders for specific quantities of items covered herein. Regardless of the method of ordering used, the contract and any subsequent modifications determine performance time and dates. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed.
- 7.2. The County may use two (2) different methods of placing orders from the contract: Purchase Orders (PO) and approved County procurement cards. The method of payment is at the discretion of the County at no additional surcharges will be accepted for the use of the procurement card.
- 7.3. A Purchase Order may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO will become a part of the resulting contract.

7.4. Credit card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement card is currently under contract with JP Morgan Chase/Master Card.

8. INVOICING PROCEDURE:

The Contractor shall submit an invoice for each Purchase Order and submit to the BILL TO address shown on the order. The invoice shall contain the applicable Purchase Order number, BP (call order number), and the name of the department receiving the supplies or services.

9. PAYMENT:

Payment shall be made at the beginning of each school year after the arrival of the Educators and thirty (30) days after receipt of a properly completed invoice, subject to contract requirements. Unless otherwise agreed in writing, payment for other programs or services shall be made at the beginning of each school year and thirty (30) days after receipt of a properly completed invoice, subject to contract requirements. Fairfax County reserves the right to withhold any or all payments or portions due to Contractor's failure to perform in accordance with the provisions of the contract, including failure of goods delivered to satisfactorily pass inspection or acceptance of testing.

10. AUDIT RECORDS:

10.1. The Contractor shall maintain adequate copies of books, records, vouchers, and records of treatment in such a manner that they may be audited in progress and upon three years following completion of the contract. The Contractor, from the effective date of final payment or termination hereunder, shall preserve and make such records available to Fairfax County for a period of three (3) years thereafter.

11. TAX EXEMPTION:

11.1. Fairfax County Public Schools is exempt from and will not pay Federal Excise Tax, Transportation Tax, or the Commonwealth of Virginia Sales and Use Tax. The Federal Excise Tax Number is 003018644. The Commonwealth of Virginia Sales and Use Tax Certificate may be obtained by calling 571-423-3743.

12. CONTRACT INSURANCE PROVISIONS:

12.1. The Contractor shall be responsible for its work and all materials, tools, equipment, appliances, and property of any and all description used in connection with this contract. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.

12.2. The Contractor shall, during the continuance of all work under the contract maintain the following insurance:

- a. Statutory Workers' Compensation and Employer's Liability with limits of at least \$100,000.
- b. Commercial General Liability insurance with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate including contractual liability, personal and advertising injury, and

products, completed operations coverage.

- c. Automobile Liability insurance, in the amount of \$1,000,000 Combined Single Limit covering all vehicles operated or in use by the Contractor in the performance of this contract.
 - d. Cyber/Information Technology insurance in the amount of \$1,000,000 per occurrence and annual aggregate, including coverage for costs of third party notification, credit monitoring, and fraud protection.
- 12.3. Fairfax County Public Schools, the Fairfax County School Board, its officers, and employees shall be named as an additional insured in the Automobile and General Liability policies.
- 12.4. Additional Requirements
- a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.
 - b. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from the requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
 - c. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
 - d. Prior to commencement of services and during the term of the contract. the contractor will provide a signed Certificate of Insurance citing the contract number and such coverage as required by this section.
 - e. The contractor will secure and maintain all insurance certificates of its subcontractors, if any, which shall be made available to FCPS on demand.

13. INDEMNIFICATION:

- 13.1. The contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, theft, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result there from, if it shall be determined that the act was caused through negligence or error, or omission of the contractor or his or her staff employees, or that of the subcontractor or his or her employees, if any; and the contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the contractor shall, at his or her own expense, satisfy and discharge the same. The contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

14. CONTRACT ALTERATIONS:

- 14.1. No alterations in the terms of the contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent. Should it become proper or necessary in the execution of this contract to make any change in design or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment.
- 14.2. No payment shall be made to the contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.
- 14.3. The County reserves the right to add similar items/services or delete items/services specified in the resultant contract as requirements change during the period of the contract. Fairfax County and the contractor will mutually agree to prices for items/services to be added to the contract. Contract amendments will be issued for all additions or deletions.

15. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS:

- 15.1. The contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the contractor desires to assign his or her right to payment of the contract, contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.

16. GUARANTIES & WARRANTIES:

- 16.1. All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless in conflict with this contract or as otherwise stated, manufacturer's standard warranty applies.

17. GENERAL GUARANTY:

- 17.1. Contractor represents and warrants that it is the owner or recipient of a valid license for any website service provided as part of this contract, and that it has and will maintain the full power and authority to grant the rights to use such service to FCPS as set forth in this contract without the further consent of any third party. Contractor agrees to pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.

18. SERVICE CONTRACT GUARANTY:

- 18.1. Contractor agrees to:
 - a. Furnish services described in the contract at the times and places and in the manner and subject to conditions set forth provided that the County may reduce the said services at any time.

- b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- c. All work and services rendered in strict conformance to all laws, statues, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

19. OFFICIALS NOT TO BENEFIT:

- 19.1. Upon acceptance of this contract, the Contractor certifies that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract in accordance with the Fairfax County Purchasing Resolution Article 2, Section 4.A.3.

20. LICENSE REQUIREMENT:

- 20.1. All firms doing business in Fairfax County shall obtain a license as required by Chapter 4, Article 7.2, of The Code of the Fairfax County, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration http://www.fairfaxcounty.gov/dta/business_bpole.htm or by telephone (703) 222-8234.

21. REGISTERING OF CORPORATIONS:

- 21.1. In accordance with Virginia Code Section 13.1-758, any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, as amended, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209.

22. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:

- 22.1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall 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 *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with Fairfax County pursuant

to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

23. COVENANT AGAINST CONTINGENT FEES:

- 23.1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

24. VENDOR RELATIONS DIVISION:

- 24.1. In connection with the performance of this contract, the Contractor agrees to use his or her best effort to carry out this policy and to insure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract. Contractors may rely on oral or written representations by subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation. PLEASE COMPLETE THE ATTACHED BUSINESS CLASSIFICATION SCHEDULE.
- 24.2. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

25. INELIGIBILITY:

- 25.1. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent, in accordance with Article 4, Section 1 of the Fairfax County Purchasing Resolution.

26. ORDER OF PRECEDENCE:

- 26.1. In the event of conflict, the provisions of this contract shall take precedence over any other contract document.

27. DELAYS AND SUSPENSIONS:

- 30.1. The County may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. The County will extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase

in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.

- 30.2. If the County does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. The County may extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- 30.3. The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

28. CONTRACTUAL DISPUTES:

- 28.1. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within ninety (90) days, in accordance with Article 4, Section 5 of the Fairfax County Purchasing Resolution, as amended.

29. COMPLIANCE WITH FEDERAL, STATE, AND COUNTY LAWS:

- 29.1. The Contractor will comply with all applicable federal and state laws and with all County ordinances and requirements.

30. NON-DISCRIMINATION:

- 30.1. During the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor, in accordance with Article 2, Section 4.C of the Fairfax County Purchasing Resolution, as amended.

31. DRUG FREE WORKPLACE:

- 31.1. During the performance of this contract, the contractor agrees to provide a drug-free workplace for the contractor's employees in accordance with Article 2, Section 4, B.6 of the Fairfax County Purchasing Resolution, as amended.

32. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

- 32.1. Fairfax County Government is fully committed to the federal Americans with Disabilities Act (ADA), which guarantees non-discrimination and equal access for persons with disabilities in

employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Acceptance of this contract by the Contractor acknowledges the Contractor's commitment and compliance with ADA.

33. VENUE:

33.1. This contract and its terms, including, but not limited to, the parties' obligations under it, the performance due from each party under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia that would cause the application of any laws other than those of the Commonwealth of Virginia shall not apply. Any and all disputes, claims and causes of action arising out of or in connection with this contract or any performance hereunder, shall be brought in the state courts of Fairfax County, Virginia, or in the United States District Court, Eastern District of Virginia, Alexandria Division.

34. IMMIGRATION REFORM AND CONTROL ACT:

34.1. Contractor certifies that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

35. BACKGROUND CRIMINAL INVESTIGATION/IDENTIFICATION:

35.1. By the signature of its authorized official on this contract, the Contractor certifies that neither the contracting official nor any of the Contractor's employees, agents or subcontractors who will have direct contact with students has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The Contractor agrees to remove from the contract any employee, agent or subcontractor who has been determined by the School Board to be disqualified from service due to such convictions or the failure to truthfully report such convictions.

35.2. The Contractor shall immediately notify the FCPS contract administrator if any Contractor or employee of said Contractor providing services under the contract is arrested or indicted as a defendant in Virginia or any other jurisdiction. FCPS reserves the right to require that the employee be suspended from working on the contract until the charge(s) is adjudicated. This requirement does not apply to minor traffic violations, not requiring the appearance of the employee in court, unless the charge includes the illegal possession, distribution, use or influence of drugs or alcohol.

35.3. Due to enhanced security measures, Contractor employees/representatives are required to have photo identification and be able to present same upon request. Contractor employees/representatives shall report to the appropriate administrative and/or main office each time a site is visited. All contractors will be required to wear a company picture ID badge, or temporary name tag, issued by the County, clearly visible above the waist. Contractor employees/representatives who arrive at the County/School facility without appropriate identification badges will immediately be dismissed from the job site.

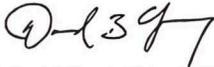
35.4. Failure to comply with the above requirements may result in termination of the contract.

36. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

36.1. Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror 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 is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information may not receive an award.

SCC Identification Number: F1479197

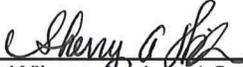
ACCEPTED BY:



David Young, Chief Executive Officer
The Center of International Education, Inc.
Db a Participate Learning

1/23/23

DATE



Sherry Wilson, Assistant Superintendent
Department of Human Resources

1/23/23

DATE



Michelle R. Pratt, Director
Office of Procurement Services

1/30/2023

DATE

BUSINESS CLASSIFICATION SCHEDULE

DEFINITIONS

Small Business/Organization – is an independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years..

Minority Business – is a business concern that is at least **51%** owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least **51%** of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native America, Eskimo or Aleut.

Woman-Owned Business – A business concern that is at least **51%** owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited company or other entity, at least **51%** of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.

YOU MUST CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING ONE (1) OF THE SIX (6) BOXES IN THE CHART BELOW. This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered workshops, government organizations, partnerships, sole proprietorships, etc.

Examples:

A small business, Asian woman owned, would mark box C on line 2.

A large business, African-American owned, would mark box V on line 3.

A small non-profit would mark box B on line 1.

A large business, publicly traded on NYSE or NASDAQ, would mark box Y on line 1.

Line	SMALL BUSINESS	LARGE BUSINESS	OWNERSHIP
1	<input type="checkbox"/> B	<input type="checkbox"/> Y	Regardless of Ownership
2	<input type="checkbox"/> C	<input type="checkbox"/> A	Women-Owned
3	<input type="checkbox"/> X	<input type="checkbox"/> V	Minority-Owned

NAME OF FIRM:

**CONFIDENTIALITY PROVISIONS
STUDENT AND EMPLOYEE RECORDS**

THIS ADDENDUM, executed and effective as of the 30 day of January 2023~~2022~~ by and between The Center for International Education, Inc. d.b.a. Participate Learning, a corporation organized and existing under the laws of North Carolina (the "Company"), and the **FAIRFAX COUNTY SCHOOL BOARD**, a public body corporate and politic organized and existing under the laws of the Commonwealth of Virginia (the "School Board"), recites and provides as follows.

Recitals

The Company and the School Board are parties to a certain agreement entitled J-1 Visa Exchange Visitor Program – Teacher Category of even date herewith (the "Agreement"). In connection with the execution and delivery of the Agreement, the parties wish to enter into this Addendum in order to clarify and make certain modifications to the terms and conditions set forth therein.

The Company and the School Board agree that the purpose of such terms and conditions is (i) the identification of Company as an entity acting for the School Board in its performance of functions that a School Board employee otherwise would perform; (ii) the establishment of procedures for the protection of personally identifiable information contained in employee and student records, including procedures regarding security and security breaches; and (iii) to ensure compliance with the Family Educational Rights and Privacy Act ("FERPA").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged hereby, the parties agree as follows.

Agreement

The Agreement is amended hereby as follows:

1. The following provisions shall be deemed to be included in the Agreement and, in the event of a conflict or ambiguity between the Agreement and this Addendum, the terms of this Addendum will in all events govern and control:

Confidentiality Obligations Applicable to Certain FCPS Records. The Company hereby covenants and agrees that it shall maintain, in strict confidence and trust, all FCPS employee records, as well as student records containing either (1) non-directory information of any kind, whether provided by or created for FCPS pursuant to this contract, or (2) directory information as to which the eligible student or his family has opted out of disclosure (collectively, "FCPS Confidential Records").

The Company shall cause each officer, director, employee and other representative who shall have access to FCPS Confidential Records during the term of the Agreement (collectively, the "Authorized Representatives") to maintain in strict confidence and trust all FCPS Confidential Records. The Company shall take all reasonable steps to insure that no FCPS Confidential Records are disclosed to any person or entity except those who (i) are Authorized Representatives of the Company performing functions for FCPS under the Agreement and have agreed to be bound by the terms of this Addendum; (ii) are authorized representatives of FCPS, or (iii) are entitled to access such FCPS Confidential Records from the Company pursuant to federal and/or Virginia law. The Company shall use FCPS Confidential Records and shall take all reasonable steps necessary to ensure that its Authorized Representatives shall use such records, solely for purposes related to and in fulfillment of the performance by the Company of its obligations pursuant to the Agreement.

The Company shall: (i) designate one of its Authorized Representatives to be responsible for ensuring that the Company and its Authorized Representatives maintain the FCPS

Confidential Records as confidential; (ii) train the other Authorized Representatives with regard to their confidentiality responsibilities hereunder and pursuant to federal and Virginia law; and (iii) maintain at all times a list of Authorized Representatives with access to FCPS Confidential Records.

Other Security Requirements. The Company shall maintain all technologies, policies, procedures and practices necessary to secure and protect the confidentiality and integrity of FCPS Confidential Records, including procedures to (i) restrict access to such records in accordance with the Agreement and this Addendum; (ii) establish user IDs and passwords as necessary to protect such records; (iii) protect all such user passwords from detection and unauthorized use; (iv) prevent hostile or unauthorized intrusion that could compromise confidentiality, result in data corruption, or deny service; (v) prevent and detect computer viruses from spreading to disks, attachments to e-mail, downloaded files, and documents generated by word processing and spreadsheet programs; (vi) minimize system downtime; (vii) notify FCPS of planned system changes that may impact the security of FCPS Confidential Records; (viii) return or destroy FCPS Confidential Records that exceed specified retention schedules; (ix) permit periodic security audits by FCPS or designated third party using applicable regulations and industry best practice standards as benchmarks, and make commercially reasonable efforts to remediate the vulnerabilities discovered; and (x) in the event of system failure, enable immediate recovery of FCPS records to the previous business day.

In the event of a security breach, the Company shall (i) immediately take action to close the breach; (ii) notify FCPS within 2 business days after Company's first knowledge of the breach, the reasons for or cause of the breach, actions taken to close the breach, and identify the FCPS Confidential Records compromised by the breach; (iii) return compromised FCPS Confidential Records for review; (iv) provide communications on the breach to be shared with affected parties and cooperate with FCPS efforts to communicate to affected parties by providing FCPS with prior review of press releases and any communications to be sent to affected parties; (v) take all legally required, reasonable, and customary measures in working with FCPS to remediate the breach which may include toll free telephone support with informed customer services staff to address questions by affected parties and/or provide monitoring services if necessary given the nature and scope of the disclosure; (vi) cooperate with FCPS by providing information, records and witnesses needed to respond to any government investigation into the disclosure of such records or litigation concerning the breach; and (vii) provide FCPS with notice within 2 business days after notice or service on Company, whichever occurs first, of any lawsuits resulting from, or government investigations of, the Company's handling of FCPS records of any kind, failure to follow security requirements and/or failure to safeguard confidential information. The Company shall provide satisfactory documentation of its compliance with the security requirements of this provision prior to performing services under the Agreement. The Company's compliance with the requirements of this provision is subject to verification by FCPS personnel or its agent at any time during the term of the Agreement.

Applicability of Confidentiality and Security Provisions to Non-Confidential Records

To the extent that FCPS provides non-confidential information to Company under this Agreement, such as student records containing only directory information as to which no opt-out has been filed, de-identified information, and FCPS records not pertaining to employees or students, the Confidentiality and Security paragraphs set forth in this Addendum shall not apply, *provided that* the notice obligation under subsection (vii) of the preceding paragraph shall apply to lawsuits and investigations involving FCPS records of any kind.

Disposition of FCPS Confidential Records Upon Termination of Agreement

Upon expiration of the term of the Agreement, or upon the earlier termination of the Agreement for any reason, the Company covenants and agrees that it promptly shall deliver to the School Board, and shall take all reasonable steps necessary to cause each

of its Authorized Representatives promptly to deliver to the School Board, all FCPS Confidential Records. The Company hereby acknowledges and agrees that, solely for purposes of receiving access to FCPS Confidential Records and of fulfilling its obligations pursuant to this provision and for no other purpose (including without limitation, entitlement to compensation and other employee benefits), the Company and its Authorized Representatives shall be deemed to be school officials of the School Board, and shall maintain FCPS Confidential Records in accordance with all federal state and local laws, rules and regulations regarding the confidentiality of such records. The non-disclosure obligations of the Company and its Authorized Representatives regarding the information contained in FCPS Confidential Records shall survive termination of the Agreement. The Company shall indemnify and hold harmless the School Board from and against any loss, claim, cost (including attorneys' fees) or damage of any nature arising from or in connection with the breach by the Company or any of its officers, directors, employees, agents or representatives (including the Authorized Representatives) of any provision of this Addendum.

Certain Representations and Warranties. The Company hereby represents and warrants as follows: (i) the Company has full power and authority to execute the Agreement and this Addendum and to perform its obligations hereunder and thereunder; (ii) the Agreement and this Addendum constitute the valid and binding obligations of the Company, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or similar laws affecting the rights of creditors and general principles of equity; and (iii) the Company's execution and delivery of the Agreement and this Addendum, and compliance with their respective terms, will not violate or constitute a default under, or require the consent of any third party to, any agreement or court order to which the Company is a party or by which it may be bound.

Governing Law; Venue. Notwithstanding any provision contained in the Agreement to the contrary, (i) the Agreement, as amended hereby, shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to conflict of laws principles; and (ii) any dispute arising under or in connection with the Agreement, as amended hereby, which is not otherwise resolved by the parties hereto shall be decided by a court of competent jurisdiction located in the Commonwealth of Virginia.

Termination. This Addendum shall remain in force until notification to terminate is issued by FCPS. At time of termination, vendor is to follow regulations for Disposition of FCPS Confidential Records Upon Termination of Agreement as stated above.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized officers effective as of the date first written above.

**THE CENTER FOR INTERNATIONAL
EDUCATION dba PARTICIPATE LEARNING**

By: David Young
David Young
Chief Executive Officer

FAIRFAX COUNTY SCHOOL BOARD

By: Michelle R. Pratt
Michelle R. Pratt
Director

Attachment A



Participate Learning Global Leaders

Quantity	Product	Term	Fee
1:	<p>Global Leaders Professional Development</p> <ul style="list-style-type: none"> ● 24/7 year round access to the Online Community of Practice for Global Leaders Programs with <ul style="list-style-type: none"> ○ Professional development opportunities ○ Curated resources and community-specific discussions ○ Optional network-wide time bound learning experiences will be conducted throughout the year aligned to current events, Global competency themes, and the UN's Sustainable Development Goals ● Strategic planning session (virtual or in person) <ul style="list-style-type: none"> ○ Beginning of the year session for the Global Leaders Team ○ Participation in the virtual strategic planning course/process ○ Feedback through the course ● Roadmap to Showcase Global School Designation: <ul style="list-style-type: none"> ○ Professional learning plan with online modules for the Global Leadership Team as well as teachers ○ Modules provide leadership capacity for the Global team and deepen teacher understanding for integrating Global competencies and the UN's Sustainable Development Goals in all content areas ○ Teacher designations for successful completion of benchmarks in the roadmap. ○ Co-facilitation (with school's Global Leadership Team) of professional learning sessions (1-2 per year) aligned with the school's global strategic plan (in person or virtual) ● Fall and spring school visit and walkthrough by Participate Learning staff ● Up to 1 virtual monthly check-in and planning sessions with Global Leaders Team, and Participate Learning staff ● Global kit with resources and materials for schools to display in their schools and teachers to use in their classrooms 	2023-24	
		Total	\$29,900

Participate Learning Spanish Dual Language Program

Quantity	Product	Term	Fee
1:	<p>Spanish Dual Language Program</p> <ul style="list-style-type: none"> ● Professional Development + Instructional Support <ul style="list-style-type: none"> ○ Access to the community of practice for all language teachers ○ Access to a global community of practice for all non-language teachers ○ Each community includes access to over 20 courses ○ Virtual collaborative professional learning ○ Instructional guidance from community facilitators and peer reviewers ○ 24/7 access to the integrated online platform including global resources, curricula, and lesson plans ○ Access to a collaborative community of global educators ○ School walk-throughs ○ Dual language classroom observations, mentoring, and coaching ○ Instructional mentoring and support, as needed ● Planning + Leadership Development <ul style="list-style-type: none"> ○ Strategic planning and implementation support ○ Teacher leader training ○ Global administrator development program ○ Annual administrator networking opportunity ○ Access to a pre-qualified pool of dual language educators ○ Guaranteed availability of experienced, licensed native speakers for dual language classrooms ○ Availability of dual language co-teachers ● Assessments + Evaluation <ul style="list-style-type: none"> ○ Customized evaluation plan ○ Benchmark assessments ○ Program status reports ● School Connections <ul style="list-style-type: none"> ○ Staff learning series ○ Family and community outreach support ○ Student recruitment and enrollment assistance 	2023-24	



	<ul style="list-style-type: none">○ Access to classroom partnerships● Resources + Materials<ul style="list-style-type: none">○ Grade-level specific list of suggested instructional resources○ Dual language kits		
		Total	\$49,900

PARTICIPATE LEARNING MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is made and entered into this 30th day of January 2023 between:

Fairfax County Public Schools
Gatehouse Administration Center
8115 Gatehouse Road
Falls Church, VA 22042

AND

The Center for International Education, Inc.
dba Participate Learning (Participate Learning)
PO Box 3566
Chapel Hill, NC 27515

Participate Learning provides international education programs and services to schools to increase student knowledge of other languages and cultures including global schools, dual language immersion schools and exchange visitor teacher programs. Designated by the U.S. Department of State as a sponsor of an exchange visitor (J-1 visa) program in the teacher category, we provide opportunities for schools to host teachers from around the world (Educators) to teach temporarily in the U.S. Educators may teach in the U.S. for a period of up to three years with the possibility of an additional two-year extension and upon the end of their participation must return abroad for at least two years to share the U.S. experience with school communities in their home countries.

The School District wishes to subscribe to one or more Participate Learning programs or services and/or host one or more Educators. Accordingly, the parties agree as follows:

- 1. PARTICIPATE LEARNING SCHOOL PROGRAMS AND SERVICES.** School District agrees to purchase, and Participate Learning will deliver the programs or services that are described in an initial order form and any supplemental order forms executed by the parties, each of which will be attached to this Agreement and incorporated herein by reference (Order Form). School programs will be delivered on a school calendar year basis.
- 2. PARTICIPATE LEARNING EDUCATORS.** Participate Learning and the School District will, on an annual basis, mutually agree on the number of Participate Learning Educators to be sponsored to teach at the School District for the subsequent school year. Participate Learning will provide the School District a written or electronic confirmation of each new Educator who receives and accepts an offer to be placed in a teaching assignment at the School District and will on no less than an annual basis make available a roster identifying the individual Educators sponsored to teach at the School District for each school year. School District represents that it is a public school district that will assign any hosted Educators to teach in a public school authorized to operate by the appropriate governmental authority (or if Customer is an independent school that any Educators will be placed only in an accredited school and proof of accreditation will be provided to Participate at the time of placement).
- 3. FEES AND PAYMENT TERMS.** The annual fees for the specific Participate Learning programs or services selected will be set forth in the applicable Participate Learning Order Form(s). Payment for programs or services is due thirty (30) days from the date of invoice unless otherwise agreed in writing by the parties. Annual administration fees for each Educator hosted will be set forth in the Participate Learning Educator Fees price list. Unless otherwise agreed in writing, any Participate Learning fees or Participate Learning Educator compensation requirements may be subject to adjustment on an annual basis. Any increase in fees will be communicated in writing to the School District on or before January 15th of each year. Any price may be revised only by written amendment executed by both parties.
- 4. TERM, RENEWAL AND TERMINATION.** This Agreement shall become effective as of the date it is signed by an authorized representative of both parties.

This Agreement may be terminated at any time by mutual written agreement of the parties. Either party may terminate the Agreement in the event that the other party has materially breached its obligations and such breach is not cured within thirty (30) days of the breaching party’s receipt of written notice of the breach from the non-breaching party. Any such notice must expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure the claimed breach. In the event of a nonrenewal or termination of this Agreement or a receipt of such a notice, Participate Learning reserves the right in its sole discretion to discontinue Educator placements and arrange to transfer any Educators hosted or placed at School District. This Agreement shall continue to govern the terms of any Educators who continue to be hosted by the School District following the termination of this Agreement.

5. **PROGRAM COMMITMENTS OF SCHOOL DISTRICT.** School District agrees upon reasonable request to designate school principals or other employees to respond to Participate Learning questions or requests, provide site access and otherwise provide reasonable collaboration with Participate Learning to facilitate the success of Educators and the successful implementation of Participate Learning school programs or services.

6. **PARTICIPATE LEARNING EDUCATORS.** The parties agree that the following terms and conditions of this Section 6 will govern the participation of any Participate Learning Educators hosted by the School District:

- a. **Program Goals.** Participate Learning Educators offer a native-speaker component or increased international perspective to second language programs, international education programs and other classroom settings where students will benefit by authentic cultural learning experiences. As exchange visitor (J-1 visa) program participants, all Participate Learning Educators are required to teach at a host school on a full-time basis in a temporary capacity and to return home at the conclusion of participation in order to share increased knowledge of the U.S. and its culture and improve international relations. (Note: The standard maximum period of program participation for each teacher is three years unless extended for one or two additional years on a case-by-case basis by the U.S. State Department.) All teachers must return home at the conclusion of participation).
- b. **Program Services.** For each Participate Learning Educator, Participate Learning will provide an international recruitment and selection process, including an online application and evaluation process, teaching assessment or interview, background checks, screening for visa eligibility requirements and reference checks; provide pre-arrival preparation, initial term international travel or other travel assistance from Educator's country of residence to teaching location, arrival orientation; serve as the visa sponsor and responsible for administering the exchange visitor program of each Educator including assistance with J-1 visa authorizing entry into the U.S to participate in the program and administering each Educator's program through the Student and Exchange Visitor Information System (SEVIS) (Note: Educator's J-1 visa status and work authorization will be valid only while Educator remains an active program participant under Participate Learning sponsorship.); provide ongoing professional development and program support and benefits services; arrange or provide for health, repatriation and medical evacuation benefits; assist with securing state licensure; provide ongoing support for adjusting to living and working in a new community including but not limited to pre-arrival and arrival information on housing and local transportation, emergency assistance if required and an assigned local advisor for the initial term; and provide professional development opportunities and additional instructional support if required. From time to time, Participate Learning may invite a district to designate an appropriate representative to join an international recruiting and assessment trip, the reasonable costs of which are covered by this Agreement. Trip expenses for superintendents, officers or employees of the school district charged with preparing, awarding or administering district contracts are not included under this Agreement.
- c. **Acclimation Assistance to Educators.** School District agrees to assign to each Educator a mentor teacher to provide professional guidance, support, and assistance at the start and throughout each Educator's initial school year. Additionally, School District agrees to provide the following support services for each Educator: (a) monitoring initial adjustment and performance on an on-going informal basis and providing opportunities to share and discuss mutual observations and concerns with Educator; (b) providing opportunities for and encourage Educator to take advantage of professional development; (c) facilitating cultural exchange opportunities for Educator through School and School District-wide activities and events and community involvement; (d) communicating with Participate Learning in a timely manner about Educator's participation as an exchange teacher including sharing observations and concerns about initial adjustment, progress, and overall performance, and (e) assisting Educators, if necessary, with other reasonable support services. Prior to the commencement of each Educator's active teaching duties, School District agrees to provide Educator with a minimum of one (1) full day to arrange for local housing and transportation and a minimum of one (1) paid workday for classroom observation or non-instructional activity.
- d. **Educator Employment Status and Compensation.** As required by federal regulation 22 C.F.R. § 62.24(f)(5), School District agrees that each Educator is employed by School District under the direct supervision and guidance of his or her host school and district, and that each Educator's position, duties, responsibilities, hours of employment, and compensation are commensurate with those of similarly situated U.S. teachers employed by School District. School District further agrees to place each Educator on its payroll upon the commencement of the Educator's visiting teaching assignment and to pay each Educator's salary, supplement and all other compensation directly to Educator in a manner that is consistent and commensurate with similarly situated American teachers. Even though Educators teach in a temporary capacity as visiting exchange teachers, School District agrees to pay each Educator the equivalent of any local supplement that may be available to regular teachers at School District, the amount to be



determined under School District's policies and practices along with any incentive bonus that is based on the academic performance of the students at the assigned school and payment for all extra duties performed that may be regularly assigned to teachers by School District including, but not limited to, staff development stipends, coaching supplements, activity supplements, after-school or summer school work, or the like, as with any other teacher. If the number of school days missed by any Educator exceeds the number of sick, personal, vacation and/or professional days allotted to and accrued by Educator, School District may reduce or otherwise adjust any Educator's salary according to its policy and subject to applicable legal requirements.

- e. **Pro-Rata Adjustments.** If an Educator's first day of the initial school year is after the first day of school for new teachers for any reason, School District may adjust the Educator's salary on a pro-rata basis in proportion to that percentage of the pay period for which Educator is available to fulfill teaching duties as assigned by School District the number of work days in the pay period; notwithstanding, the administration fees due to Participate Learning from School District will not be prorated.
- f. **Participate Learning Relocation Payment.** As a condition of program participation, Participate Learning may offer each Educator an optional payment or advance at the beginning of the school year, to assist with relocation or similar expenses. The exact amount shall be determined by Participate Learning and is estimated at approximately \$2,250. Participate Learning will invoice to School District the actual amount for each Educator who has received the payment. School District will pay Participate Learning the amounts invoiced upon receipt and will arrange to recoup the amount from each Educator through equal deductions in monthly installments from each Educator's paycheck such that the amount is recouped by the final paycheck for the school year. In the event of the termination of this Agreement or the termination, resignation, or non-renewal of an Educator, by any party for any or no reason, School District agrees to collect any unpaid balance of the relocation amount through withholdings from such Educator's final paycheck. Educators authorize payroll deductions to repay the advance by signing the Participate Learning Educator Agreement and additionally agree to execute any further authorization that may be requested by School District. An Educator who does not wish to be subject to such deductions may opt not to take the relocation payment or repay the advance amount to School District at the beginning of his or her participation at School District. Should there be insufficient funds to satisfy the outstanding balance of the relocation payment or other monies owed by Educator after such withholdings, School District will be eligible to receive a credit from Participate Learning.
- g. **Participant Welfare and Duty to Report.** School District shall provide each Educator a safe work environment and shall prohibit any discrimination, harassment, retaliation or other unlawful conduct based on age, sex, race, color, religion, national origin, physical disability, mental disability or other protected category in compliance with all applicable laws and policies. Additionally, the parties hereby agree to immediately report to one another any circumstances that may interfere with an Educator's ability to successfully complete his or her exchange program at School District including without limitation any extended absence by Educator from active teaching and any alleged incident of abuse, harassment, discrimination, retaliation, or other criminal or inappropriate conduct that relates to an Educator and may threaten the welfare of Educator or implicate Educator in such alleged conduct and the death or serious illness of an Educator. School District acknowledges that Participate Learning is required to report such incidents immediately to the U.S. Department of State and will cooperate reasonably with Participate Learning to allow it to meet its reporting obligation.
- h. **FMLA Leave.** School District agrees that it is the "primary employer" of each Educator as defined by the Family and Medical Leave Act, as amended and any similar state or local law regarding family or medical leave ("FMLA"), and therefore School District shall be responsible for notifying each Educator of his or her rights and obligations, if any, under such laws including providing statutory leave if mandated by applicable law.
- i. **Training Programs.** School District agrees that each Educator may be required to attend, at Participate Learning's option, workshops and programs sponsored by Participate Learning designed to help Educator more effectively and more rapidly adapt to US culture and schools. Such workshops and programs shall not require Educator to be absent from work more than one (1) day per school year (although such workshops and programs may be longer than one day) unless mutually agreed upon with School District. School District agrees to pay Educator his or her regular pay during any such required absence and not to charge such absence against personal, sick or other leave to which Educator is entitled from School District.
- j. **Participate Learning and School District Policies.** Participate Learning and School District each agree to provide Educators an appropriate orientation and information regarding their respective policies and procedures. By signing a Participate Learning Educator Agreement, Educators agree to comply with all policies and procedures of both the School District and Participate Learning. In particular, Educators acknowledge that they may be required to submit to fingerprinting, medical examination or other screening requirements under the policies of School District. Educators further acknowledge that their visiting teaching assignment at School District is at all times subject to



federal J-1 visa regulations and program requirements which restrict exchange teachers to a temporary exchange teaching assignment and make them ineligible for tenure even if they are teaching in or against a permanent teaching position and may be ended or terminated subject to the terms of each Educator's agreement with Participate Learning. The parties agree that such terms shall govern any resignation, termination or other end of participation of a Participate Learning Educator's participation at School District and that such terms shall supersede any similar policies of the School District. School District agrees to notify Participate Learning of any other conflict between the policies of School District and Participate Learning and acknowledges that each Educator's continued participation at School District is at all times subject to visa regulations and program requirements.

- k. **Information Regarding Participants.** School District agrees that it shall, under its standard policies and practices, maintain the confidentiality of personnel files or similar information regarding Participate Learning applicants or Educators to the extent such information may be maintained as confidential under applicable laws. Participate Learning candidates agree by submitting an application that information about their candidacy may be shared with potential host school districts, and Educators agree by signing a Participate Learning Educator Agreement that information about their participation as an exchange teacher may be shared between Participate Learning and the host school. Consistent with the terms of the Participate Learning Educator Agreement and all applicable privacy and confidentiality laws and School District policies, School District agrees to share with Participate Learning personnel file information for Educators including written observations, verbal observations, performance reviews or improvement plans, investigations of alleged misconduct, documents, disciplinary action forms and any other information relating to qualifications, participation, progress, performance or welfare as an exchange teacher at School District. Participate Learning shall provide a copy of the employee file if they have previously been employed by another School District.
- l. **Insurance.** School District shall provide for coverage for exposures arising from the activities of Educators for workers compensation, errors and omissions, general liability insurance and similar risks to the same extent it provides coverage for its regular teachers, regardless of whether such coverage is provided pursuant to a commercial insurance policy, self-funded trust fund or other arrangement.
- m. **Health Insurance and the Affordable Care Act.** School District agrees that it is the employer of each Educator and subject to any applicable Employer Shared Responsibility provisions of the federal Affordable Care Act. Educators are full-time employees of School District for purposes of determining Applicable Large Employer status and associated Employer Shared Responsibility requirements. However, federal regulations implementing the Affordable Care Act allow staffing firms to offer health insurance on behalf of an Applicable Large Employer. Furthermore, to maintain their visa status Participate Learning Educators must maintain health insurance with benefits regarding foreign travel that are typically unavailable in domestic health insurance plans offered by school districts. Participate Learning agrees to offer each Educator health insurance under a plan established by Participate Learning that meets federal requirements, consistent with 22 C.F.R. § 62.14. Participate Learning further agrees to provide to School District the information required to comply with Affordable Care Act reporting requirements for these teachers.
- n. **Compliance with Laws and Taxes.** Although Participate Learning may provide general information about payroll taxes for exchange visitors and the taxation of exchange visitors, Participate Learning is not able to provide legal, accounting, tax or other similar counsel and advice. School District agrees that it is responsible for complying with payroll tax and other applicable legal requirements, that it will seek the assistance of professional counsel in respect of such matters when required and that it shall not rely on any such counsel or advice from any Participate Learning employee or other representative.
- o. **Driving of School Vehicles.** School District shall not authorize or permit Educators to drive regular school buses, activity buses or any other school vehicle containing students.
- p. **End of Participation of Participate Learning Educators.** An Educator's exchange teaching assignment at School District and participation with Participate Learning is subject to end or termination as set forth in this subsection.
 - i. **Completion of Program.** An Educator's exchange teaching assignment at School District and participation with Participate Learning will end automatically upon the completion of his or her official exchange visitor program end date as indicated by Participate Learning in the official program record. (Note: Participate Learning provides each Educator an official document (Form DS-2019) indicating his or her program end date which may be updated from time to time). Educators generally will be provided a program end date of June 30 following the completion of the 3rd school year. The program end date can be updated in the event of an earlier end or termination of participation. The program end date cannot be extended beyond three (3) years absent approval by the Department of State which cannot be guaranteed.
 - ii. **Nonrenewal Prior to Completion of the Program.** An Educator's exchange teaching assignment at School District and participation with Participate Learning will end following the completion of any school year of



participation unless Educator, School District and Participate Learning consent to Educator's continued participation for the following school year, if eligible, under the annual Participate Learning Renewal Process. By March 31 each year Participate Learning will contact each Educator to determine participation plans for the next school year and also contact School District to identify any Educators whose participation has been nonrenewed.

- iii. Termination without Cause. School District may terminate an Educator's exchange teaching assignment at the School District at any time without cause, provided all contractual and Virginia Code requirements are met. Participate Learning, in consultation with the School District, may end or terminate an Educator's participation with Participate Learning at any time without cause by giving Educator thirty (30) days' notice. If Educator's assignment or participation is ended or terminated without cause, either Participate Learning or School District may elect to pay Educator at Educator's regular rate of compensation in lieu of all or any part of such thirty (30) day notice period.
- iv. Termination for Cause. School District may terminate an Educator's exchange teaching assignment at School District at any time, without prior notice, for cause. "For cause" means: (a) any grounds for the dismissal, nonrenewal or suspension of an Educator's teaching duties at School District, including any violation of the laws, regulations, policies, rules, or professional standards for the performance and conduct of teachers; (b) failure to maintain the highest teaching standards per the legitimate expectations of School District including any failure to manage the class or instruct students satisfactorily; (c) misconduct or other acts or omissions contrary to the best interests of School District, the education of its students or the reputation of this exchange program including immoral behavior, insubordination, neglect of duty, misrepresentation or falsification, dishonesty, criminal conviction, or failure of any drug test; (d) breach of any of duties under this Agreement; or (e) the unavailability of federal, state, local or other funding for an Educator's position. As employer, School District will determine any applicable due process procedures under law. School District agrees to inform Participate Learning of any circumstances potentially warranting termination, including but not limited to unsatisfactory performance. Additionally, Participate Learning, acting in its sole discretion as an Educator's program sponsor, may end or terminate an Educator's program participation and J-1 visa status at any time without prior notice, if it determines in good faith that it is required or authorized to do so under its program rules and regulations. Grounds for ending or terminating an Educator's program participation include: (a) any failure or inability of Educator to comply with Participate Learning's legitimate expectations for the standards of performance and conduct for exchange teachers participating in its program including without limitation the "for cause" termination grounds set forth above; (b) any failure or inability of Educator to continue program activities for any reason including an Educator's resignation, termination, death, disability, arrest, suspension, unauthorized absence or any other extended leave, absence or separation from teaching duties; (c) criminal conviction, arrest, disciplinary action or investigation involving serious misconduct, or any other circumstances which in the sole opinion of Participate Learning may tend to bring an Educator's program participation into controversy or disrepute or interfere with the ability to have a positive and successful exchange experience; (d) unauthorized employment, willful failure to maintain required insurance for an Educator or any J-2 dependent, failure to notify Participate Learning of an initial address or change in current address within ten (10) days or any other failure by an Educator to maintain lawful J-1 status; (e) a determination by Participate Learning, based upon the presentation of additional documentation or information, that an Educator does not meet program selection requirements; (f) a waiver of any two-year home residency requirement or an H-1b or other work visa is sought on behalf of Educator allowing him or her to stay in the U.S.; or (g) unsatisfactory performance as determined by School District and Participate Learning; or (h) any other reason that, in the opinion of Participate Learning, warrants the end or termination of program participation.
- v. Resignation. An Educator may resign from his or her exchange teaching assignment at School District by providing School District notice as agreed between Educator and School District and also providing a minimum of thirty (30) days' notice to Participate Learning absent emergency or exceptional circumstances considering the health, safety and welfare of the Educator.
- vi. Effect of End or Termination of Program Participation. An Educator's J-1 visa status and participation with Participate Learning will end automatically at the official program end date. Additionally, Participate Learning is required to end or terminate an Educator's J-1 visa status and program participation early if the Educator is no longer actively participating in the program. Upon the completion, end or termination of an Educator participation in the program, his or her J-1 visa status, visa sponsorship and any other program



services or benefits from Participate Learning will be discontinued. Participate Learning will notify U.S. government agencies through the SEVIS system of the end or termination of an Educator's J-1 visa status, and Educator will no longer be authorized to work or remain in the U.S. Educator will be obligated to leave the U.S. as soon as possible, and in no event more than thirty (30) days following the end of his or her J-1 visa status and return to the home country. Educator may be subject to adverse legal consequences if Educator remains unlawfully in the U.S. As a temporary exchange teacher, Educators acknowledge that they have no expectation to continuing employment or licensure as a teacher after participation with Participate Learning ends.

- vii. Transfer Within School District. Any transfer or modification by School District of an Educator's teaching assignment to a particular school, class, subject or level shall be in accordance with School District policies and practices and applicable licensure requirements, and School District shall without delay notify Participate Learning of any change in an Educator's school, subject or level to allow Participate Learning to update the official exchange program record.
- viii. School District's Obligation to Withhold Paycheck upon Termination or Resignation. Upon termination or resignation of the exchange teaching assignment of any Educator for any reason, School District shall withhold from Educator's final paycheck the total unpaid balance, if any, of any Relocation Loan or other program loan, except where such withholding is prohibited by law. Educators expressly authorize the withholding of any outstanding balance of any Relocation or other loan from the final paycheck by signing the Participate Learning Educator Agreement and agree to execute any additional authorizations as may be requested by School District.
- ix. Administrative Fee and Refund Policy. If an Educator's participation at School District ends prior to the end of the school year, then School District shall pay the full Administration Fee for each such Educator, subject to a reduction or refund of all or an applicable portion of the Administration Fee according to the Participate Learning refund policy, or as otherwise agreed by the parties. Furthermore, School District acknowledges that Participate Learning incurs substantial expenses in recruiting, selecting, and providing international Educators for the benefit and at the request of School District. Accordingly, School District shall pay the full administrative fee and shall not be eligible for any refund if School District terminates an Educator's exchange teaching assignment for budgetary or other non-performance related reasons.
- q. Cross-cultural Activity. As required by federal regulation 22 C.F.R. § 62.24(h), School District agrees that each Educator during each academic year will complete at least one cross-cultural activity from both of the following categories: (i) an activity for the Educator's classroom, host school, School District, or community designed to give an overview of the history, traditions, heritage, culture, economy, educational system, and/or other attributes of his or her home country; and (ii) an activity that involves U.S. student dialogue with schools or students in another country, preferably in the Educator's home country school, through virtual exchange or other means. School District further agrees to assist Participate Learning in collecting information to comply with federal reporting requirements on such cross-cultural activities.

7. PARTICIPATE LEARNING ONLINE SERVICES. Participate Learning programs and services may include, as a component, access to online services (Online Services) for Educators, other teachers, administrators or other designated users if specified in an Order Form or other program documentation (Users). Online Services may be offered through the continuous learning platform found at www.participate.com or such other website or online service as may be arranged by Participate Learning from time to time. The parties agree that the following terms and conditions in this Section will govern the use of any online services offered as part of a Participate Learning program to the School District:

Access to the Online Services. During the term of this Agreement, School District and its designated users may access and use Online Services as described in an outstanding Order Form. Each Order Form providing access to Online Services will describe the content, functions or features of the System to be made available, the users to be provided access, the website or other method of access and the dates of access. Unless otherwise stated in an Order Form, access shall be on an annual subscription basis beginning on July 1 and ending on June 30 for the academic year the applicable program, service or Educator. Access to Online Services is at all times subject to the applicable terms of service and privacy policy for any website(s) or similar services. Users may be required to agree to such terms and policies as may be revised from time to time in order to access services.

School District Responsibilities with respect to Online Services. School District, (including any of its employees or other users) shall not itself or permit any other party to: (1) use or access the Online Services in a manner that is contrary to applicable law or in violation of

any third party rights to privacy, copyright, or other intellectual property right; (2) access Online Services for the purpose of developing, marketing, selling, or distributing any product or service that competes with or includes features substantially similar to such Online Services; (3) sell, loan, rent or lease access to such Online Services or (4) access or use Online Services in violation of any U.S. law or regulation, export any software provided by or through Participate Learning or otherwise remove it from the U.S. except in compliance with all applicable U.S. laws and regulations; or permit any third party to access or use Online Services in, or export such software to, a country subject to a U.S. embargo (as of the date of this Agreement Cuba, Iran, North Korea, Sudan and Syria). School District shall limit access to Online Services to its employees who are certified educators designated as users under an outstanding Order Form such as the teachers or administrators for a school location for which a school program has been purchased. Any system access that provides School District administrative features such as reporting on the professional development activities of educators shall be limited to suitable administrators. Although School District may not share passwords or otherwise share access with employees or any third party for whom access has not been purchased, School District may contact Participate Learning from time to time to request updates to unique user identifications and passwords due to employee departures or similar circumstances for any persons for whom a subscription has not been purchased. School District will notify Participate Learning immediately in writing if it has reason to believe that any unauthorized persons have obtained access to Online Services.

Technical Requirements. Online Services may be made available through websites accessible via commonly available web browsers, mobile applications or similar technologies. School District and its users will be solely responsible for obtaining and maintaining internet access on school premises and an appropriate operating environment with the necessary FCPS issued computers, hardware, operating system software, mobile devices and other items required to access Online Services. Participate Learning will not be responsible for any incompatibility between its products and any versions of operating systems, hardware, browsers or other products not specifically approved by Participate Learning or its online services provider. Current information on compatible platforms and browsers will be made available through the applicable website or by Participate Learning upon reasonable request. Participate Learning agrees to arrange for the School District to receive reasonable access to online and telephone technical support during Participate Learning's normal business hours.

8. OWNERSHIP RIGHTS TO TRADEMARKS AND OTHER INTELLECTUAL PROPERTY. Participate Learning programs and services contain and utilize proprietary information and intellectual property rights of Participate Learning or its affiliates or third parties, and the School District Agrees that nothing in this Agreement gives it any right, title or interest to any intellectual property owned or licensed by Participate Learning, other than the limited right to access and use such services subject to the terms and conditions of this Agreement and any applicable terms of use. Participate Learning retains ownership of all of its copyrights; trademarks, service marks or logos (including but not limited to the Participate Learning name and logo); software, patents, trade secrets, databases and websites. To the extent that School District may provide feedback or other input into the creation of any Participate Learning content, the School District hereby grants, assigns and transfers to Participate Learning all of School District's right, title, and interest in and to such content, including copyright and present and future patent rights, throughout the world, and any such Content shall not be considered to be jointly authored. All rights not expressly granted to School District herein are reserved to Participate Learning. Participate Learning shall be free to use for any purpose, without restriction, any ideas, concepts, know-how, and techniques that are used or acquired in the course of services or the delivery of products, so long as Participate Learning does not disclose or use any School District-specific data or confidential information without School District's express, written consent.

9. CULTURAL EXCHANGE AND PROGRAM FIDELITY. The Exchange Visitor Program's teacher category enables teachers from other countries to understand better U.S. culture, society and teaching practices while enhancing U.S. student's knowledge of foreign cultures, customs and teaching approaches. Participate Learning's programs seek to further the objectives of the Exchange Visitor Program by providing an environment that supports the success of exchange visitor teachers and their students in the U.S. School district agrees to maintain fidelity to the program models agreed by the parties to further the success of the Educators and their students. Moreover, School District acknowledges and agrees that an Educator holding a J-1 visa under Participate Learning sponsorship is limited to a temporary, visiting exchange teaching assignment for a period not to exceed three (3) years as described in this Agreement unless extended on a case-by-case basis by the U.S. State Department. Educators are expected to remain under the sponsorship of Participate Learning during the entire time of their participation at School District and to return abroad upon completion of their participation with Participate Learning in order to share their newly acquired knowledge of the U.S. School District, as a school district hosting exchange visitor teachers, acknowledges that all Participate Learning Educators must return abroad for at least one year (or two years if subject to the two-year home country physical presence requirement) and agrees not to sponsor Participate Learning Educators (whether hosted by it or by other school districts) for continued employment in the U.S., or to assist such educators in obtaining a waiver of the two-year physical presence requirement or to be employed at the School District, unless such educators returned abroad to share the U.S. experience abroad for at least one year. Participate Learning reserves the right to transfer or discontinue particular program(s) or Educator(s), to terminate this Agreement and its collaboration with School District, or to pursue any other available remedies if School District knowingly fails to abide by this Section.

10. **CONFIDENTIALITY.** Participate Learning may share with School District or provide School District access to Participate Learning information that is confidential or designated as a trade secret including but not limited to passwords or security information to access Online Services or electronic databases, personnel records and personal identifying information for candidates and Educators or proprietary information relating to Participate Learning’s selection process and international education programs and services. Such information and materials are made available to School District only for its internal use and are to be accessed only by employees who reasonably require access for the performance of their job duties. School District agrees to take all reasonable steps to maintain the confidentiality of such records, material or information and to prevent any unauthorized display, distribution or transfer. Participate Learning acknowledges that the School District is a public governmental entity subject to public records law and that a required disclosure of public records made by the School District under such laws shall not constitute a breach of this section.

11. **RELEASE** – Intentionally Omitted

12. **NO WARRANTY.** Nothing in this Agreement is intended to constitute or create any representation or warranty by Participate Learning to the School District, its employees or users or any third party with respect to any online service or any other program, service, content or subscription offered under this Agreement. Participate Learning does not make and expressly disclaims, any express or implied warranties of any kind whatsoever including without limitation the implied warranties of merchantability or fitness for a particular purpose, warranties of title, and any warranties arising by use of trade, course of dealing or performance.

13. **LIMITATION OF LIABILITY.** In no event shall either party be liable to the other for (a) any special, incidental, consequential or indirect damages (including without limitation damages for loss of profits, business interruption, , and the like) arising out of the use or inability to use any online service or other program, service, content or subscription offered under this Agreement; or (B) any claim by any third party.

14. **BACKGROUND CHECKS.** Participate Learning regularly performs background checks on its staff employees as part of its standard employment practices and will upon reasonable request provide the School District with any certifications or additional information that may be required by state law or local policies. Participate Learning shall provide a copy of the background check results to the School District.

15. **RECORDS AND CONFIDENTIALITY OF STUDENT DATA.** The School District will inform any Participate Learning Educators being hosted by it of its policies for maintaining the confidentiality of student data. The School District will instruct participating Educators that student photographs or other individually identifiable student data may not be shared through online services offered by or through Participate Learning unless an adequate written consent has been obtained or such sharing is otherwise authorized by the Federal Educational Records Privacy Act (FERPA) and School District policies. The School District will maintain any such written consents or other records for the minimum retention period set forth in its policies. The parties do not anticipate that any individually identifiable student records would otherwise be shared with Participate Learning staff in the regular course of performing services under this Agreement. In the event it becomes necessary to provide Participate Learning staff access to any additional records to perform services under this Agreement, the parties will enter into a separate written agreement to address meet any confidentiality requirements of FERPA or the School District’s policies. The School District agrees to share with Participate Learning aggregate, deidentified classroom performance data for Participate Learning Educators or programs to monitor the success of Educators and programs.

16. **FORCE MAJEURE.** Participate Learning’s performance under this Agreement, in whole or in part shall be excused if prevented by natural disaster, war, labor strike, act of God, terrorism, political instability, unsafe travel conditions, unavailability of qualified international Educators, change in applicable law, regulation or governmental policy, or any other cause beyond its reasonable control. The School District’s performance hereunder, in whole or in part, shall likewise be excused if prevented by natural disaster, wars, or act of God. The School District’s financial obligations are contingent on annual budget appropriations from the county authority.

17. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of Virginia in the United States with exclusive venue lying in the appropriate Federal or State Court for School District’s location.

18. **TAXES.** School District shall pay all applicable sales, use or other taxes or duties, however designated, which are imposed on any programs, services, products or materials provided by Participate Learning pursuant to the Agreement. If School District claims tax-exempt status, School District will provide Participate Learning with evidence of such tax exemption upon request.

19. **ANTI-CORRUPTION.** Neither party or its individual employees has received or been offered any illegal or improper bribe, kickback, payment, gift or thing of value from an employee or agent of the other party in connection with this Agreement (excepting inexpensive advertising items or meals at banquets if permitted by state law and local policy).
20. **SEVERABILITY.** Each provision of this Agreement is severable. If any provision of this Agreement is held illegal, invalid, or otherwise unenforceable under controlling law, such provision shall be modified to the extent necessary to make it enforceable under controlling law and the remaining provisions of this Agreement will continue in effect without modification.
21. **INDEPENDENT CONTRACTORS.** The parties are independent contractors entering into a nonexclusive agreement with each other. Neither party is, nor will claim to be a legal representative of the other, nor assume or create obligations for the other. Unless otherwise agreed in writing, each party will bear its own costs and expenses in connection with this Agreement.
22. **THIRD PARTIES.** Nothing in this Agreement shall be construed to create any rights or entitlements on the part of third parties.
23. **ENTIRE AGREEMENT.** This Agreement, including any order forms, statement(s) of work; or other exhibits or addenda incorporated herein by reference, and Contract 4400011656 is the entire agreement between the parties with respect to its subject matter and supersedes all prior oral and written understandings, communications or agreements. No amendment shall be valid or binding unless it is in writing and executed by authorized representatives of both parties.
24. **COUNTERPARTS.** This Agreement, including any Order forms or other addendums or attachments, may be executed in counterparts, including by facsimile, email or other electronic means of transmission, each of which shall be deemed an original for all purposes but all of which shall constitute one and the same instrument. Transmission of an executed signature page by facsimile, email or other electronic means is as effective as a manually executed counterpart.

The parties have executed this Agreement through their duly authorized representatives as of the date first written above.

FAIRFAX COUNTY PUBLIC SCHOOLS

PARTICIPATE LEARNING

Michelle Pratt

Printed Name

Michelle Pratt

Signature

1/30/2023

Date

David B. Youngs

Printed Name

David B. Youngs

Signature

1/4/23

Date

Ambassador Teacher Support

Participate Learning Provides Ambassador Teachers the following services and supports to ensure successful transition to working and living in the U.S.:

Pre-arrival online sessions on the following topics:

- Schools and teaching in the U.S.
- Cultural transitions
- Bringing your family to the U.S.
- Salary and health benefits
- Financial planning and budgeting
- Obtaining your J-1 visa
- Classroom management
- Student assessment and evaluation

Travel and arrival arrangements

Participate Learning arranges and provides travel to the U.S. and greets Ambassador Teachers at the airport before they are taken to orientation

Arrival orientation with Participate Learning on the following topics:

- Health benefits and taxes
- Banking: an account is opened and Participate Learning deposits and interest-free salary advance
- Transportation (vendors available so that Ambassador Teachers can rent cars)
- Certification and licensure
- Communications: Ambassador Teachers provided with prepaid cell phones
- Overview of U.S. teaching policies
- Cultural transitions (Part II)
- Instructional sessions based on their subject/level (classroom management, lesson planning, working with parents, assessment and evaluation, instructional strategies)
- ACTFL testing when needed

Local advisers

Ambassador Teachers are taken to the district to check in, where they also meet their local adviser, a returning Ambassador Teacher or community member trained by Participate Learning. The local adviser arranges temporary accommodations and assists each Ambassador Teacher to find more permanent accommodations. They are also available as a point person in the local community to help Ambassador Teachers find the DMV, grocery store, post office, Social Security office, as well as answer questions. Local advisers inform Participate Learning of any transitional issues so that Participate Learning staff may offer follow up as needed. They often host social activities so that Ambassador Teachers can meet new people in the area.

Annual Participate Learning conference

Each year in October, Participate Learning hosts an education conference for all the newly arrived Ambassador Teachers. The conference focuses on classroom management, and cultural transitions, communication, which can be some of the most common obstacles for international educators. This is an excellent opportunity to reconnect with Ambassador Teachers after they have had some experience in a U.S. classroom. They discuss any issues, problem solve, share best practices, and network with other colleagues, often leaving the conference with practical tips and renewed enthusiasm.

School visits and coaching

Participate Learning staff visits each new Ambassador Teacher and checks in with principals during the first semester to ensure a smooth transition. Although schools typically still provide their own instructional training and support, Participate Learning also offers online coaching as needed or if requested by a principal.

Social events

All Ambassador Teachers are invited to a social event each year in their local communities for continued networking and support. Depending on the region and time of year, the event could be a picnic, at a local park or a get-together at a restaurant.

Online professional development

Ambassador Teachers will have access to online professional development courses, as well as resource collections and chats that provide opportunities to collaborate within a Community of Practice of global educators.

Teacher resources phone/email support

Ambassador Teachers have access to a 1-800 phone line as well as an online chat and email support to assist with any questions related to their program participation. We also provide 24-hour emergency support.

ATTACHMENT D

PARTICIPATE LEARNING

Program and Teacher Fee Refund Policy

Effective January 2012

Revised December 2022

Participate Learning (The Company) will refund Program and Teacher Fees to school districts in accordance with this policy unless otherwise agreed in writing. Program Fees refer to the annual administrative fee for each Company international education program or course requested by a school district and may include a deposit if applicable. Teacher Fees refers to the annual administrative fee for each Company-sponsored exchange visitor teacher hosted by a school district and does not include salaries, relocation loans or any other amounts that may be associated with the teacher. Program and Teacher Fees are set forth on the current Company Price List and agreed to by contract.

Processing of Refund

Refunds will be processed as a credit memo to the account of the paying school district in a timely manner. Credit memos will be offset against the district's open account balance at the time of processing and future billings to the district, or upon request the Company will pay such amount to the school district.

Program Fee is nonrefundable following the beginning of the school year in which program services are to be delivered.

Teacher Fee Refund Policy

In the event of a resignation or termination of a Company-sponsored exchange visitor teacher (teacher) within 180 calendar days of the first day the teacher reports to work at the school district, it is the Company's policy to refund the Teacher Fee for the departing teacher on a pro-rata basis, dependent upon the term of service of the teacher. "Term of service" is defined as the number of calendar days during which the exchange teacher is assigned to teach at the school district, beginning with the first day the teacher reports to work at the school district and ending with termination or resignation date, as illustrated in the chart below.

Full Refunds of Teacher Fees

During the initial term of a teacher, any termination or resignation occurring during the first 30 calendar days of service results in a 100-percent refund of the Teacher Fee invoiced. For any subsequent school year, the termination of a teacher's exchange teaching assignment

due to the teacher's failure to return to school and report for duty results in the district receiving a 100-percent refund of fees billed for the current school year.

Partial Refunds of Teacher Fees

The amount of any partial refunds is determined by the length of the teacher's term of service at the school district as follows:

	Term of Service Calendar Days* (From/To)	% Refund to District
Year 1	0 (Failure to Report)	
	1 – 30	100%
	31-60	75%
	61-120	50%
	121-180	25%
	181 plus	0%

	Term of Service Calendar Days* (From/To)	% Refund to District
Year 2 & After	0 (Failure to Report)	100%
	1 – 90	50%
	91 – 180	25%
	181 plus	0%

Relocation Loans and Other Miscellaneous Amounts

The teachers are on the school district's payroll system, and the school district will collect from the teacher any relocation loans, special fees, and other miscellaneous amounts by deducting the balance owed from the final paycheck or any other means available subject to the terms of the contract and applicable law. Should the teacher's final pay not be sufficient to satisfy the amount owed by the teacher on relocation-loan balance, then the school district will notify the Company as soon as possible so that the Company will be in a position to collect the balance from the teacher.

Limitations

No Teacher Fee refund applies for any school year in which a teacher completes a term of service of more than 180 calendar days. No refund of Teacher Fees applies for teachers who are initially scheduled to teach at school district for a period of 180 calendar days or less. The Company reserves the right to refuse to provide a refund and collect its full Teacher Fee upon a reasonable determination by it that the school district has materially breached its obligations under the school district agreement.

*Revised December 2022

Attachment E

Privacy Policy

Last Updated: January 3, 2023

Participate, Inc. (“Participate,” “our,” “us” or “we”) operates the participate.com website (the “Site”). This Privacy Policy applies to the Site, our service offerings (including our online learning platform) and to any other website offered by us that reference or links to this Privacy Policy (collectively, the “Services”).

We encourage you to read this Privacy Policy carefully to learn what information we collect from you through the Site and how we use that information. This Privacy Policy also describes the choices available to you regarding the use of, your access to and how to update and correct your personal information.

This Privacy Policy does not alter the terms of any other agreement that you may have with us. Your use of the Services constitutes your acceptance of this Privacy Policy. IF YOU DO NOT AGREE WITH OUR POLICIES AND PRACTICES, DO NOT ACCESS OR USE THE SERVICES. By accessing or using the Services, you agree to the terms and conditions of this Privacy Policy.

1. INFORMATION WE COLLECT

Personal information is information that identifies a specific individual. We collect this information for registered users of the Services and for visitors who use the Site to learn more about us.

You may visit the Site without setting up an account, but the available functionality to you will be limited. When you engage in certain activities that we make available on the Site, such as opening an account, submitting or posting content or taking a course, we may ask you to provide certain personal information.

Account Registration and Profiles: Your name and email address or via single sign-on with Google, Facebook, Twitter or Clever login information is required to create an account. Our account profile allows you to provide additional optional biographical information to us such as your school or employer, your

position or any other bio information you choose to include, such as information about your background including your expertise tags (e.g., geometry, space or American history), grade levels and social information such as social media and website addresses. In addition, you can upload or change your profile picture and you will have the opportunity to upload files to your profile and create collections around topics or subjects.

Contact Us Forms on the Site: If you contact us to request additional information or to submit comments, such as the “Contact Sales” form, we will collect the information you submitted (including required information: first and last name, work email address, name of organization, type of organization, district or school, your role at the organization and your question or request). We will use this information to respond to your request or to inform you about program services and events. Email messages we send in this regard will permit you to unsubscribe from future such messages.

Digital Course Badges: If you earn badges while using the Services and elect to share them, please be aware that the metadata attached to the badge contains personal information such as your name, email, profile information and the date the badge was obtained. All of this information will be shared according to your profile preferences and may be shared with your organization as explained in Section 3 below.

Published Collections, Courses, Blogs, and Discussions: If you collaborate with other users of the Services through published collections, courses, blogs, communities or other discussions, the information submitted by or to you may be publicly available. You should be aware that comments, opinions or other information submitted via published collections, courses, blogs, communities or other discussions can be read, collected or used by other users of the Site and could be used to send you unsolicited messages. We are not responsible for the information you choose to make public in this manner. For more information regarding the proper use of published collections, courses, blogs, communities or other discussions, please refer to our [Terms of Service](#).

Social Media: When you interact with us through various social media - for example, by liking us on Facebook or following us on Twitter, Instagram or

LinkedIn - we may collect information including your email address, location and other biographical information. The information we receive from your social network depends on your privacy settings. You should always review and, if you prefer, adjust your privacy settings on third-party websites and services before linking or connecting them to our Services.

Surveys and Other Communications: We may receive personal information when you provide it to us in response to surveys and other communications.

Automatic Data Collection and Technologies Used to Collect That Information:

Whenever you visit or interact with the Services, we, as well as our service providers, may use assorted technologies to gather certain information automatically or passively about how the Services are accessed and used by you. When you visit the Site, we receive and record information from your browser. We may refer to this information as “traffic data.” This information may include Internet Protocol (IP) addresses, browser type, device type used to access the Services (i.e., computer or mobile device), internet service provider (ISP), referring/exit pages, operating system, date/time stamp, click path taken through the Services, your use of features or applications on the Services and other usage information. This information helps us manage, improve and customize the Services. Traffic data is generally non-identifying, but if we associate it with you as an identifiable person, we will treat it as personal information.

Technologies we use on the Services to collect traffic data, directly or through our service providers, may include cookies (data files placed on your computer or other devices used to access the Services), analytics software (e.g., Google Analytics) and pixel tags (transparent graphic image, sometimes called a web beacon or tracking beacon, placed on a web page or in an email, which indicates that a page or email has been viewed).

We may utilize a short-lived form of cookie when you visit the Services. A cookie is used to identify one unique visitor from another visitor during a particular session. A session is the period of active Services-use while that unique visitor is linked to our server. We may use cookie technology during a session as a tool to carry forward your input information. This enables the

visitor to input their information once and have the information appear later. No personal information is stored on the cookie. A pixel tag may tell your browser to get content from another server. We, or our service providers, may place cookies or similar files on your computer or other devices used to access the Services for security purposes, to facilitate Services navigation and to personalize your experience while visiting the Services.

To learn how you may be able to reduce the number of cookies you receive from us, or how to delete cookies that have already been installed in your browser's cookie folder, please refer to your browser's help menu or other instructions related to your browser. If you do disable or opt out of receiving cookies, please be aware that some features and services on the Services may not work as intended and you may not have access to all of the services and features we may offer.

2. HOW WE USE THE INFORMATION WE COLLECT

We use the information we collect to provide the Services, to fulfill your requests, to respond to your questions and to administer your account, as well as for surveys, sweepstakes and other promotional events. While you can choose whether to engage in any such activity, if you do not provide personal information enabling us to contact you, you will be denied access to the activity. We may also use personal information to do all things necessary to administer our Site, products and services and manage, protect and improve them.

In addition to the uses described above, we use the information we collect in the following ways:

- To send you email notifications about our products and services and to send you announcements via the Services.
- To manage, protect and enhance the operation of the Services.
- To troubleshoot and accomplish other administrative tasks.
- To analyze our user base and usage trends.
- To enforce our Site Terms of Service and this Privacy Policy, comply with applicable law and cooperate with law enforcement activities.

- As we mentioned above, we also use the traffic data we collect to improve our Services.

3. CIRCUMSTANCES IN WHICH WE MAY SHARE OF YOUR PERSONAL INFORMATION

We will share your personal information with third parties as described in this Privacy Policy and in compliance with applicable privacy protection laws and our contractual obligations of confidentiality (collectively, the “Privacy Obligations”). Subject to the Privacy Obligations, we may share your information, including personal information, in the following circumstances:

- We may share your personal information and other information we collect with third-party service providers that require access to your personal information for business (but not for commercial) purposes.
- We may share your information with other users of the Services depending on your account settings. For example, Community Facilitators on the Services will be able to see your profile and initiate messages with you via the Services or if you are a member of certain communities in the Services, then other members of those same communities may be able to communicate with you via the Services.
- We may share your information, including personal information, with third-party service providers as needed for such providers to provide certain services related to our business purpose. These third-party service providers perform functions on our behalf in accordance with the Privacy Obligations, like sending out our administrative and promotional emails or providing customer service or to facilitate platform communication.
- We reserve the right to transfer any information, including personal information, in the event all, or a portion, of our business or assets are sold or transferred, including in connection with a sale, merger, consolidation, change in control, transfer of assets, reorganization or

liquidation of our business, provided the transferee is obligated to comply with this Privacy Policy

- We may share your personal information as required for our protection and for the protection of others. We may share information when we believe release is required to comply with requests from law enforcement or if we are required to do so by law, treaty, regulation, court order or by a governmental entity, such as with a subpoena, bankruptcy proceeding or similar legal process; to enforce this Privacy Policy, our Terms of Service, or other agreements; or to protect the rights, property or safety of the Site or the Services, its users or others or when we have a good faith belief that the sharing conforms to legal requirements or is necessary to conduct investigations into possible breaches of law or to cooperate in any legal investigation.
- We may share your personal information with our customers (like a school system, for example) who have provided you professional development content or purchased access for you to professional development modules or other premium features or content of our service platform. This information may include but is not limited to reports or information regarding your completion of professional development modules or other details regarding your usage of our services platform. Normally, when a customer has purchased access to our services platform for you, we will create an account using your school email address. You may contact your organization to inquire about such reporting.
- We may also share personal information submitted through in other circumstances for which you have consented to the disclosure.

4. DO NOT TRACK REQUESTS; THIRD-PARTY TRACKING

Unless your browser settings are configured to make your online activities and publicly available information about your online activities invisible to usage analytics tools, we do not presently have the capability to omit you from Site usage information we collect to the extent your browser only sends us a “do not track” message and does not otherwise screen you from tracking without any action on our part. To learn more about browser tracking signals and “Do Not Track”, please visit allaboutdnt.org.

Third parties, other than our vendors (such as our website host, analytics vendor and LinkedIn and Twitter, which serve ads for us), do not have authorization from us to track which websites you visited prior and after visiting our website. That said, we cannot control third-party tracking and there may be some third-party tracking that occurs without our knowledge or consent.

5. UPDATING AND CORRECTING INFORMATION; USER CHOICES

We encourage you to promptly update your personal information if it changes. To access and edit your personal information, visit your account on the Site or contact us at privacy@participate.com.

You may elect to include or delete certain profile information, and you may also delete/deactivate your account by visiting your account, selecting “Edit Profile” and then selecting “Request account deletion” or by contacting us at privacy@participate.com. If you believe that an unauthorized profile has been created about you, you can request for it to be deleted by contacting us at privacy@participate.com.

You can let us know that you do not wish to receive promotional emails from us when you open an account with us. In addition, you can opt-out of promotional emails at any time after you open an account by:

- Visiting your account, selecting “Email Preferences” and then adjusting the “Email preferences” setting or
- Hitting the “unsubscribe” button at the bottom of any of these emails.

Once you unsubscribe, we will not send you any further promotional emails unless you specifically request that we do so later. Your option not to receive promotional material will not preclude us from corresponding with you, by email or otherwise, regarding your existing or past business relationships with us (e.g., any purchase of our products or use of our services or responses to requests for information you pose to us either through use of the Site or by other means), and will not preclude us from accessing and viewing your personal information in the course of maintaining and improving our Site, products and services.

6. LINKS TO OTHER SITES

We may make content or services from other sites available to you from links located on our Site. These other sites are not controlled by us and are not subject to this Privacy Policy. Our Privacy Policy only applies to information we collect from you while you are on the Site. We recommend that you review the privacy policy at each such site you may choose to access to determine how that site protects your privacy. Use of third-party social networking websites, such as Twitter, Facebook and LinkedIn, are governed by the privacy policies and practices of those websites.

7. YOUR CALIFORNIA PRIVACY RIGHTS

Pursuant to Section 1798.83 of the California Civil Code, residents of California have the right to request from a business, with whom the California resident has an established business relationship, certain information with respect to the types of personal information, if any, the business shares with third parties for direct marketing purposes by such third party and the identities of the third parties with whom the business has shared such information in the immediately preceding calendar year. We do not currently share any personal information with third parties for direct marketing purposes by such parties. If you have any questions, comments or requests related to this Section, please contact us by email at privacy@participate.com. A number of states are currently considering enacting laws similar to the California law above. If you are a resident of a state that enacts such a law, please use the contact information above to contact us with any questions, requests or comments.

8. OUR POLICIES REGARDING CHILDREN

The Site is not intended for use by individuals under the age of 16. If you are under the age of 16, then do not use the Site or the Services. We do not knowingly collect personal information from anyone under the age of 16, and no part of our Site or Services is designed to attract anyone under the age of 16. If we learn that we have collected personal information of a child under 16 in the United States, then we will take steps to delete the information as soon as possible. If you are a minor in your jurisdiction of residence, please do not submit any information to us.

9. NOTICE TO RESIDENTS OF COUNTRIES OUTSIDE THE UNITED STATES

We are headquartered in the United States. Personal information may be accessed by us or transferred to us in the United States or to our service providers elsewhere in the world. If you are located outside of the United States, be advised that any information you provide to us through a Site will be transferred to and stored in the United States and that, by submitting information to us, you explicitly authorize its transfer and storage within the United States. We will protect the privacy and security of personal information collected through a Site according to this Privacy Policy regardless of where it is processed or stored. If you are in a jurisdiction outside of the United States and under the age of 16 please do not use the Site or Services or submit any information to us.

10. CHANGES TO PRIVACY POLICY

We reserve the right to change this Privacy Policy from time to time by posting the revised Privacy Policy in the “Privacy Policy” section of our Site and the revised Privacy Policy will go into effect once posted. You acknowledge that it is your responsibility to review our Site and the Privacy Policy periodically to learn of any modifications. Your continued use of our Site after the posting of the revised Privacy Policy shall constitute your acceptance of the revised Privacy Policy.

If we make any material changes to this Privacy Policy, we may (but are not required to) notify you by email (sent to the email address specified in your account) or by means of a notice on the Site prior to the change becoming effective. We encourage you to periodically review this page for the latest information on our privacy practices.

11. CONTACTING US

If you have questions or concerns about this Privacy Policy, please contact us:

EMAIL

privacy@participate.com

ADDRESS

Participate, Inc.

ATTN: Privacy Officer

201 Sage Road, Suite 100

Chapel Hill, NC 27514