



## REQUEST FOR PROPOSALS

### Research Non-Financial Assistance Program Options for Recruiting High-Achieving Students into the Teaching Profession

July 21, 2016

#### A. Purpose

To review national and state best practices of non-financial assistance program options that serve as incentives to recruit high-achieving students into the teaching profession upon graduation.

#### B. Background

The Indiana Commission for Higher Education (CHE) is a 14-member public body created in 1971 to define the missions of Indiana's colleges and universities, plan and coordinate the state's postsecondary education system, and ensure that Indiana's higher education system is aligned to meet the needs of students and the state.

In 2016, the Indiana General Assembly passed House Enrolled Act (HEA) 1002 creating the Next Generation Hoosier Educators Scholarship (legislation appended to this document). Starting fall 2017, the scholarship will provide up to \$7,500 annually to high achieving students who agree to teach in Indiana for at least five years.

High-achieving students are defined by HEA 1002-2016 as "someone who graduated from an Indiana nonaccredited nonpublic or accredited high school and either:

- (A) Graduated in the highest twenty percent (20%) of students in the applicant's high school graduating class; or
- (B) Received a score in the top twentieth percentile on the SAT or ACT examination"

HEA 1002-2016 also charged the Commission with a study to research:

1. Other state programs similar to the Next Generation Hoosier Educators Scholarship
2. Other state recoupment processes for recovering scholarship money from recipients who did not meet the program obligations or teaching service requirements
3. Non-financial program options for recruiting high-achieving students to enter the teaching profession upon graduation

### **C. Services Sought**

The Commission seeks a report that will fulfill part 3 of the Indiana General Assembly's charge to "identify other program options for providing incentives to Indiana's high achieving students to enter the teaching profession in Indiana upon graduation" (parts 1 & 2 are being completed by the Commission).

The report is expected to include the following:

1. A robust review of national and state research of proven non-financial assistance program options, such as "Grow Your Own" models and career ladders/differentiated pay, which provide incentives to high achieving students to enter the teaching profession upon graduation.
2. Specific recommendations of non-financial assistance program options that:
  - a. Have sustained positive impact
  - b. Can be implemented in the State of Indiana
  - c. Have measurable outcomes

### **D. Response Requirements**

Responses are limited to no more than 15 pages, excluding appendices, and must include description of the entity interested in providing the services, including:

- History of company, services, experience and personnel qualifications
- Explanation of similar work performed
- Description of work to be performed for components one and two outlined above
- Itemized price estimate/budget for services
- References

### **E. Terms**

Funding for this project will come from state funds. Vendors must be able to agree to the terms and conditions of the Commission's standard Professional Services Agreement (sample appended to this document). Vendors must be registered with the Indiana Secretary of State's Office (vendors may do so at <http://www.in.gov/sos/business/3648.htm>). All payments will be 35 days in arrears and via ACH/electronic deposit from the Indiana Auditor of State's Office. Invoices must detail expenses and charges in accordance with any purchase orders issued; total payment shall not exceed the accepted bid amount. Any and all travel reimbursed via this contract will be subject to the reimbursement rates of Financial Management Circular 20014-1 (vendors should review at [http://www.in.gov/sba/files/FMC\\_2014-1.pdf](http://www.in.gov/sba/files/FMC_2014-1.pdf)).

## F. Scoring Criteria

Responses will be reviewed by Commission staff for completeness and compliance with each of the requirements outlined in **Section D. Response Requirements**. Any questions about omissions from a proposal will be referred to the applicant. If, in the judgment of the Commission, a proposal is late, incomplete or does not adhere to or address the guidelines set forth, the response will be omitted from the review process. The Commission may request revision to proposal and budget prior to approval, award or release of funding. The decision of the Commission is final, and applicant will be notified in writing.

The following weights will be used to score each section **except** the last bullet noted in Section D. Therefore, the scoring will apply to the following areas:

- History of company, services, experience and personnel qualifications; (15 points)
- Explanation of similar work performed; (25 points)
- Description of work to be performed; (30 points)
- Itemized price estimate for services, including travel fees; (30 points)
- References.

## G. Communication with the Commission for Higher Education

All communication, including responses, questions concerning the services being sought, or the response requirements, should be directed to:

Zach Smith, Policy Analyst  
Indiana Commission for Higher Education  
[zsmith@che.in.gov](mailto:zsmith@che.in.gov)  
317-232-1069

## H. Timeline for Proposal Review and Vendor Selection

- To be considered, responses must be received by the Indiana Commission for Higher Education **via mail and email no later than 5:00 PM EDT on Monday August 8, 2016**. Confirmation of receipt will be sent via email.

Indiana Commission for Higher Education  
Attention: Zach Smith  
101 West Ohio Street, Suite 300  
Indianapolis, In 46204

- Determinations of proposals will be issued no later than **Monday August 15, 2016**.
- On-going communication between the vendor and Commission staff is expected throughout to discuss the resources and ask any clarifying questions.

## I. Timeline for Project Deliverables

- Week of September 26, 2016 – Progress update meeting between Vendor and Commission Staff
- Tuesday, November 1, 2016 – Final report due to Commission

-- End of Request for Proposal --

PRINTING CODE. Amendments: Whenever an existing statute (or a section of the Indiana Constitution) is being amended, the text of the existing provision will appear in this style type, additions will appear in **this style type**, and deletions will appear in ~~this style type~~.

Additions: Whenever a new statutory provision is being enacted (or a new constitutional provision adopted), the text of the new provision will appear in **this style type**. Also, the word **NEW** will appear in that style type in the introductory clause of each SECTION that adds a new provision to the Indiana Code or the Indiana Constitution.

Conflict reconciliation: Text in a statute in *this style type* or ~~this style type~~ reconciles conflicts between statutes enacted by the 2015 Regular Session of the General Assembly.

## HOUSE ENROLLED ACT No. 1002

---

AN ACT to amend the Indiana Code concerning education and to make an appropriation.

*Be it enacted by the General Assembly of the State of Indiana:*

SECTION 1. IC 21-12-16 IS ADDED TO THE INDIANA CODE AS A **NEW** CHAPTER TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2016]:

**Chapter 16. Next Generation Hoosier Educators Scholarship Program and Fund**

**Sec. 1.** As used in this chapter, "program" means the next generation Hoosier educators scholarship program established by section 2 of this chapter.

**Sec. 2. (a)** The next generation Hoosier educators scholarship program is established.

**(b)** The commission shall receive and consider applications for a next generation Hoosier educators scholarship under this chapter.

**(c)** Beginning in an academic year beginning after June 30, 2017, the commission may award a next generation Hoosier educators scholarship to an eligible applicant under this chapter.

**Sec. 3. (a)** The next generation Hoosier educators scholarship fund is established for the purpose of providing scholarships to attract and retain eligible applicants to the teaching profession.

**(b)** The fund consists of the following:



- (1) Appropriations made by the general assembly.
- (2) Gifts, grants, devises, or bequests made to the commission to achieve the purposes of the fund.
- (c) The commission shall administer the fund.
- (d) The expenses of administering the fund shall be paid from money in the fund.
- (e) The treasurer of state shall invest the money in the fund not currently needed to meet the obligations of the fund in the same manner as other public funds may be invested. Interest that accrues from these investments shall be deposited in the fund.
- (f) Money in the fund at the end of a state fiscal year does not revert to the state general fund but remains available to be used for the purposes of this chapter.

**Sec. 4. The commission shall do all the following:**

- (1) Develop a promotional program to inform and attract students to participate in the next generation Hoosier educators scholarship program.
- (2) Establish protocols and procedures concerning the application process for the program.
- (3) Develop protocols, in consultation with accredited postsecondary educational institutions approved by the commission under section 10 of this chapter, to ensure successful completion of the program and assist graduates in completing the requirements of the program.
- (4) Establish, in coordination with the governor's office, a guide for the management of the program by commission personnel.
- (5) Designate personnel to manage the program.

**Sec. 5. (a) An applicant who is enrolled in an accredited postsecondary educational institution after June 30, 2017, may qualify for a scholarship under this chapter. To qualify for a scholarship, an applicant must:**

- (1) apply for a scholarship on a form supplied by the commission;
- (2) except as provided in subsection (b), have graduated from an Indiana nonaccredited nonpublic or accredited high school and either:
  - (A) graduated in the highest twenty percent (20%) of students in the applicant's high school graduating class; or
  - (B) received a score in the top twentieth percentile on the SAT or ACT examination;
- (3) have participated in school activities and community



service activities during high school;

(4) have applied to and been accepted for enrollment in an accredited postsecondary educational institution approved by the commission under section 10 of this chapter;

(5) agree in writing to:

(A) obtain a license to teach under IC 20-28-5; and

(B) teach for at least five (5) consecutive years in a public school or an eligible school (as defined in IC 20-51-1-4.7) in Indiana after graduating with a baccalaureate degree from the accredited postsecondary educational institution described in subdivision (4); and

(6) meet any other criteria established by the commission.

(b) A student who graduates from a nonaccredited nonpublic school must meet the requirement described in subsection (a)(2)(B) in order to meet the eligibility requirement described in subsection (a)(2).

Sec. 6. The commission shall consider each application and determine the eligibility of the applicant for the scholarship. The commission shall give priority to recent high school graduates when selecting applicants.

Sec. 7. Before receiving a scholarship under this chapter, the applicant must enter into a contract with the commission agreeing to:

(1) the terms and conditions described in section 5(a)(5) of this chapter; and

(2) any other terms and conditions established by the commission.

Sec. 8. (a) Subject to subsections (b) and (c), if an applicant meets the requirements under this chapter, the commission may award, for not more than four (4) academic years, a scholarship to the applicant in an amount of seven thousand five hundred dollars (\$7,500) for each academic year that the applicant attends the accredited postsecondary educational institution approved by the commission under section 10 of this chapter.

(b) The commission may not do the following:

(1) Award a scholarship under this chapter in an amount of more than a total of thirty thousand dollars (\$30,000) to an individual applicant.

(2) Award scholarships under this chapter to more than two hundred (200) new applicants each academic year.

(c) If the total amount to be distributed from the fund in a state fiscal year exceeds the amount available for distribution, the



amount to be distributed to each eligible applicant shall be proportionately reduced so that the total reductions equal the amount of the excess.

**Sec. 9. (a)** Except as provided in subsection (b), the commission shall establish standards that a student must meet to remain eligible to receive a scholarship under this chapter. The standards must include the following:

- (1) Maintaining a cumulative minimum grade point average of at least 3.0 on a 4.0 scale.
- (2) Enrolling in and completing at least fifteen (15) credit hours each semester or its equivalent.
- (3) Any other requirements the commission considers necessary.

**(b)** The commission may allow a student who fails to meet the standards described in subsection (a) and is ineligible for an award during the next academic year to maintain eligibility if the student submits a petition to the commission in a manner prescribed by the commission so that the commission may make a determination that extenuating circumstances, as determined by the commission, prevented the student from meeting the standards described in subsection (a).

**(c)** If the commission grants a waiver under subsection (b), the commission may:

- (1) place the student on probationary status; and
- (2) establish additional requirements for the student.

**Sec. 10. (a)** The commission may not award a scholarship under this chapter to an applicant unless the applicant has applied to and been accepted for enrollment in an accredited postsecondary educational institution approved by the commission under this section.

**(b)** The commission shall establish standards for teacher education that an accredited postsecondary educational institution must meet to receive approval by the commission under this section, including the:

- (1) information an accredited postsecondary educational institution is required to submit to the commission regarding the institution's teacher education program; and
- (2) criteria and standards for approval.

**Sec. 11. An individual who:**

- (1) received a scholarship under this chapter;
- (2) is no longer enrolled in an accredited postsecondary educational institution approved by the commission under



section 10 of this chapter; and

(3) did not receive a baccalaureate degree from an accredited postsecondary educational institution approved by the commission under section 10 of this chapter;

shall repay the amount of the scholarship awarded to the individual under this chapter in a timely fashion, as determined by the commission.

**Sec. 12. (a)** Except as provided in subsections (b) and (c), if an individual:

(1) receives a scholarship under this chapter; and

(2) fails to teach in a public school or an eligible school (as defined in IC 20-51-1-4.7) in Indiana for at least five (5) consecutive years as described in section 5(a)(5) of this chapter;

the individual shall repay the total amount of the scholarship awarded to the individual under this chapter in a timely fashion. The total amount that an individual is required to repay shall be reduced by twenty percent (20%), as determined by the commission, for each consecutive year the individual teaches at a public school or eligible school (as defined in IC 20-51-1-4.7).

(b) The commission may extend the length of time in which an individual must complete the requirements of an agreement described in section 5(a)(5) of this chapter if the individual submits a petition to the commission in a manner prescribed by the commission and the commission makes a determination that extenuating circumstances, as determined by the commission, prevented the individual from timely meeting the requirements described in section 5(a)(5) of this chapter.

(c) The commission may waive repayment under subsection (a) if the individual has been declared to be totally and permanently disabled under 34 CFR 685.213.

(d) The commission may enter into an agreement with the department of state revenue established by IC 6-8.1-2-1 or another third party vendor to assist in the enforcement of subsection (a) and section 11 of this chapter.

**Sec. 13.** An individual who receives a scholarship under this chapter is not required to teach at the same public school or eligible school (as defined in IC 20-51-1-4.7) in Indiana for five (5) consecutive years.

**Sec. 14.** The commission shall administer the scholarship awarded under this chapter as a financial aid award.

**Sec. 15. (a)** Subject to subsection (c), the amount of a



scholarship awarded under this chapter may not be reduced because the student receives other scholarships or forms of financial aid.

(b) Except as otherwise provided under law and subject to subsection (c), the amount of any other state financial aid received by a student may not be reduced because the student receives a scholarship under this chapter.

(c) The total amount of scholarships or other financial aid a student receives may not exceed the total amount of expenses to attend the accredited postsecondary educational institution, including tuition, room, board, and other fees.

**Sec. 16.** An applicant is eligible to receive a scholarship under this chapter only if an appropriation has been made to carry out the specific purposes of this chapter.

**Sec. 17. (a)** The commission shall maintain complete and accurate records in implementing the next generation Hoosier educators scholarship fund established by section 3 of this chapter, including records of the following:

- (1) The receipt, disbursement, and uses of money from the fund.
- (2) The number of applications for the next generation Hoosier educators scholarship.
- (3) The number and amount of next generation Hoosier educators scholarships that have been provided by the commission.
- (4) Any other information collected concerning the fund or next generation Hoosier educators scholarships awarded under this chapter.

(b) Not later than November 1, 2017, and each November 1 thereafter, the commission shall submit a report to the governor and, in an electronic format under IC 5-14-6, to the general assembly summarizing the records described in subsection (a).

**Sec. 18.** The commission may adopt rules under IC 4-22-2 necessary to carry out this chapter.

**SECTION 2. [EFFECTIVE UPON PASSAGE]** (a) There is appropriated to the commission for higher education five hundred thousand dollars (\$500,000) from the state general fund for the purpose of establishing the next generation Hoosier educators scholarship program under IC 21-12-16, as added by this act, for the state fiscal year beginning July 1, 2016, and ending June 30, 2017.

(b) This SECTION expires June 30, 2017.



SECTION 3. [EFFECTIVE UPON PASSAGE] (a) As used in this SECTION, "commission" refers to the commission for higher education established by IC 21-18-2-1.

(b) The commission shall, subject to the availability of data, do the following before December 1, 2016:

(1) Research and identify programs offered in other states that provide state scholarships or loan forgiveness to high achieving students who intend to enter the teaching profession in that state upon graduation (if any). If the commission identifies programs offered in other states under this subdivision, the commission shall document at least the following data for each state program:

(A) The structure of the program, including whether the program provides a scholarship or is in the form of loan forgiveness.

(B) The qualifications and requirements for a recipient under the program.

(C) The administration of the program.

(2) Develop and outline potential administrative procedures that would allow the commission to effectively and efficiently recover scholarship money from a recipient of a next generation Hoosier educators scholarship awarded under IC 21-12-16 who fails to enter the teaching profession in Indiana upon graduation or otherwise fails to fulfill the obligations of the program.

(3) Identify other program options for providing incentives to Indiana's high achieving students to enter the teaching profession in Indiana upon graduation, in addition to the next generation Hoosier educators scholarship program established under IC 21-12-16.

(4) Prepare a comprehensive report that includes each item required under subdivisions (1) through (3) and provide a copy of the report to the budget agency and legislative council not later than December 1, 2016. The report to the legislative council under this subdivision must be in an electronic format under IC 5-14-6.

(c) This SECTION expires July 1, 2017.

SECTION 4. An emergency is declared for this act.



---

Speaker of the House of Representatives

---

President of the Senate

---

President Pro Tempore

---

Governor of the State of Indiana

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

HEA 1002 — CC 1





INDIANA COMMISSION *for*  
HIGHER EDUCATION

## CONTRACT FOR PROFESSIONAL SERVICES

Principal ("Commission"):	Contractor (as same):
<p>Commission for Higher Education of the State of Indiana, <i>an instrumentality and agency of the State of Indiana pursuant to IC 21-18-2</i></p> <p>101 W. Ohio Street, Suite 300 Indianapolis, Indiana 46204</p> <p>Phone: (317) 464-4400 Fax: (317) 464-4410</p> <p><i>For Notice pursuant to Paragraph 13:</i> Attn: Financial Operations E-mail: <a href="mailto:finance@che.in.gov">finance@che.in.gov</a></p>	<p>Company Name, <i>a limited liability company</i></p> <p>123 Main Street City, Indiana 01234</p> <p>Phone: (317) 123-4567 Fax:</p> <p><i>For Notice pursuant to Paragraph 13:</i> Attn: Company Signatory Name E-mail: <a href="mailto:name@company.com">name@company.com</a></p>
Contract Information (as same):	
<p><b>EDS#:</b> J22-16-C###</p> <p><b>Project:</b> Project Name</p> <p><b>Supervisor:</b></p> <p><b>Project Fee:</b> \$\$\$\$\$</p> <p><b>Funding:</b></p> <p><b>Term:</b></p>	<p><b>PO #:</b> 0000000000</p>

The parties agree as follows:

1. Services. Contractor shall provide services to the Commission as described in Contractor's letter to the Commission (the "Proposal"), which is hereby incorporated into this Agreement as Attachment A. Such services to be provided by Contractor constitute the "Project." The Proposal states the dates by which certain services shall be provided by Contractor during the Project. Contractor shall submit progress reports to the Commission upon request by the Commission. The report shall be oral, unless the Commission, upon receipt of the oral report, deems it necessary to have the information in written form.

2. Supervisor. The work to be performed by Contractor will be supervised by a member of the Commission's staff (the Supervisor), who will be listed under Contract

Information, or by another member of the Commission's staff designated in writing by the Commissioner for Higher Education of the State of Indiana.

3. Location. Project activities shall take place at the location(s) approved by the Supervisor.

4. Key Person(s). If Contractor has designated that certain individual(s) are essential to the services to be performed pursuant to this Agreement, the parties agree that should these individual(s) leave employment of Contractor during the term of this Agreement, for whatever reason, the Commission shall have the right to terminate this Agreement upon thirty (30) days written notice.

5. Project Fee. The Contractor's fee for this Project shall not exceed the amount as detailed under Contract Information. The fee shall be paid within 35 days of receipt of an invoice from Contractor as provided in paragraph 6, below.

6. Payment of Fees and Expenses. Contractor shall submit detailed invoices for services performed describing the services, listing the date, amount of time spent, and a summary description of the work performed, as well as the expenses actually incurred by Contractor pursuant to this Agreement. Contractor's invoices shall be reviewed and approved by the Supervisor for subsequent payment by the Commission if satisfactory to the Commission. Invoices shall be signed by an authorized officer or representative of Contractor attesting to the authenticity and validity of the fees and expenditures. Payments shall be made via electronic funds transfer/ACH pursuant to IC 4-13-2-14.8. Invoices shall be mailed to the attention of Accounts Payable or sent electronically to ap@che.in.gov.

7. Subcontractors. Contractor shall first obtain written approval of the Commission before subcontracting all or any portion of this Agreement, if the subcontractor was not identified in Attachment A. This requirement shall not apply, however, to the purchase of standard commercial supplies or raw materials. Contractor shall be responsible for all performance, compliance with the terms and conditions of this Agreement, and the requirements of the laws and regulations of the State of Indiana and the United States in any subcontract, if subcontracts are used. Upon request by the Commission, Contractor shall provide a copy of any subcontract used for the Project.

8. Access to Records. The Indiana State Board of Accounts shall have access to and be permitted to review the financial and other records of Contractor related to the Project. The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records and other evidence pertaining to the costs incurred under this Agreement. They shall make such materials available at their respective offices at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission or its authorized designees. Copies shall be furnished at no cost to the Commission if requested.

9. Term. The term of this Agreement shall be for the period as listed under Contract Information. This Agreement may be extended by mutual written agreement of the parties prior to expiration for an additional period not to exceed six (6) months.

10. Termination.

(a) This Agreement may be terminated, in whole or in part, by the Commission whenever, for any reason, the Commission determines that such termination is in the best interests of the Commission or the State of Indiana. Termination of this Agreement pursuant to this subparagraph shall be effective by delivery to Contractor of a written termination notice at least thirty (30) days prior to the termination effective date;

(b) This Agreement shall terminate immediately in the event that the Director of the Indiana State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of this Agreement.

Contractor shall be compensated for services properly rendered and expenses properly incurred prior to the effective date of termination of this Agreement. The Commission and the State of Indiana shall not be liable for services performed or expenses incurred by Contractor, its agents, employees, representatives or contractors after the effective date of termination of this Agreement. Upon termination of this Agreement, for whatever reason, Contractor shall complete the certification attached hereto as Attachment B stating the extent to which services have been performed pursuant to this Agreement listing the final amount of fees for services rendered and expenses incurred paid by the Commission.

In the event this Agreement is terminated pursuant to this paragraph 10, Contractor shall immediately cease its activities and shall submit vouchers/invoices to the Commission for fees and expenses incurred through and including the day of termination of the Agreement.

11. Force Majeure. In the event that either party is unable to perform any of its obligations pursuant to this Agreement because of a natural disaster, acts of God, war or civil unrest, actions or decrees of governmental body not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give written notice to the other party and shall do everything possible to resume performance upon the termination of the Force Majeure Event. Upon such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice to the other party, terminate this Agreement.

12. Penalties/Interest/Attorney's Fees. The Commission will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as required by Indiana law, in part, IC 5-17-5 et seq., IC 34-13-1-6 et seq., IC 34-52-2-3 et seq., and IC 34-54-8-5, et seq.

Notwithstanding the provisions contained in IC 5-17-5 et seq., any liability resulting from the Commission's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

13. Notice. Notice shall be deemed to have been given if hand delivered to the addresses as listed in Contract Information; sent via overnight mail, with receipt confirmed in writing or electronically; sent via certified U. S. Mail, return receipt requested.

14. Amendments. This Agreement may be amended in writing with the prior written consent of both parties. Any amendment so approved shall become part of this Agreement.

15. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana, and suit, if any, must be brought in Marion County, Indiana.

16. Work Product. The parties agree that any and all work products or deliverables developed by any person pursuant to this Agreement are the property of the State of Indiana. However, this provision shall not apply to materials developed previously by Contractor for commercial use, and which are subsequently made available to the Commission or its associates in the course of this Project.

17. Independent Contractor. Both parties hereto, in the performance of this Agreement, will be acting in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall be responsible for providing all necessary unemployment and worker's compensation insurance for Contractor's employees. Contractor shall be solely and absolutely responsible for all costs, expenses and liability in connection with performing its duties under this Agreement.

18. Indemnification. With the exception of matters that may be covered by the Indiana Tort Claim Act, Contractor agrees to indemnify, defend, and hold harmless the Commission and the State of Indiana, including their agents, employees, contractors, representatives, and officers against any loss or expense, including reasonable attorney fees and costs, as a result of any dispute, action, claim, suit or legal proceeding brought or threatened against the Commission and the State of Indiana which is based on the acts or omissions of Contractor or its agents, employees, contractors, representatives, or officers. Contractor's indemnification obligation is limited by the rights and protections accorded to Contractor under the Indiana Tort Claims Act and shall in no event be greater than its liability were the Contractor to be sued directly under Indiana and applicable federal law. The Commission shall not provide such indemnification to the Contractor.

19. Assignment of Antitrust Claims. As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

20. Public Information Disclosure. Contractor acknowledges that the entire contents of this Agreement are subject to full and complete disclosure to the public, including competitors and the news media, in accord with the State of Indiana Access to Public Records Act, IC 5-14-3, et seq.

21. Information Technology Enterprise Architecture Requirements. If the Contractor provides any information technology related products or services to the State, the Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC §4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

22. Confidentiality. The Contractor understands and agrees that data, materials, and information disclosed to Contractor may contain confidential and protected data subject to local, state, and federal privacy laws. The Contractor agrees to uphold and remain compliant with all applicable regulations, laws, and policies. Therefore, the Contractor promises and assures that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Agreement, will not be disclosed to others or discussed with third parties without the prior written consent of the Commission. In the event of a breach of confidentiality or security of data, the Contractor shall notify the Commission immediately both verbally and in writing.

23. Compliance with Laws and Ethics Regulations. Contractor agrees to comply with all federal, state, and local laws, rules, regulations or ordinances pertaining to this Agreement or to Contractor's status as a vendor of the State of Indiana and the Commission. Contractor specifically agrees to comply with the laws, regulations, rules and executive orders of the State of Indiana regarding ethics as they are currently in effect and as they may be amended, modified, or enacted in the future.

The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the Commission. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the Commission.

The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State

24. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

25. Drug-Free Workplace Certification. The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Agreement a drug-free workplace, and that it will give written notice to the Commission within ten (10) calendar days after receiving actual notice that an employee of Contractor has been convicted of a criminal drug violation occurring in the Contractor's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of payments, termination of the Agreement and/ or debarment of contracting opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in the Agreement is in excess of \$25,000.00, Contractor hereby further agrees that this Contract is expressly subject to the terms, conditions and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Commission is requiring the inclusion of this certification in all Agreements with, and grants from the State of Indiana, in excess of \$25,000. No award of a contract, agreement, or grant shall be made and no contract, purchase order, or agreement, the total amount of which exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

(a) Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(b) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

(c) Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(d) Notifying in writing the Commission for Higher Education within ten (10) days after receiving notice from an employee under subdivision (c)(2) above, or otherwise receiving actual notice of such conviction.

(e) Within thirty (30) days after receiving notice under subdivision (c)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(f) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

26. Employment Eligibility Verification. The Contractor affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

The Contractor shall require his/her/its subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is

participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor. The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

27. Telephone Privacy. As required by IC §5-22-3-7, the Contractor and any principals of the Contractor certify that (a) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of: (i) IC §24-4.7 [Telephone Solicitation Of Consumers]; (ii) IC §24-5-12 [Telephone Solicitations]; or, (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and, the Contractor will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations: (a) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and, (b) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

28. Assignment. The rights and obligations of the Commission pursuant to this Agreement may be assigned by the Commission to another agency or body corporate and politic of the State of Indiana with written notice to Contractor. The rights and obligations of Contractor may not be assigned without prior written consent of the Commission.

29. Severability. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of other provisions.

30. Waiver of Breach. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach. Failure of the Commission or Contractor to enforce at any time any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity.

31. Authority to Bind. The signatory for the Contractor represents that he/she has been duly authorized to execute this Agreement on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the Contractor when his/her signature is affixed, and this Agreement is not subject to further acceptance by Contractor when accepted by the Commission.

32. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. All prior agreements, representations, statements, negotiations, and undertakings, whether written or oral, are superseded hereby. The parties have read and understood the foregoing terms of the Agreement and all attachments hereto and do by their signatures agree to its terms.

[signature page follows]

This area intentionally left blank.

**[CONTRACT J22-16-C### SIGNATURE PAGE]**

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof.

**In Witness Whereof**, Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

“Commission”

COMMISSION FOR HIGHER EDUCATION OF THE STATE  
OF INDIANA

By: \_\_\_\_\_ for  
Teresa Lubbers, *Commissioner*

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

“Contractor”

CONTRACTOR COMPANY NAME

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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