

Sample

**PROFESSIONAL SERVICES CONTRACT**

**EDS #A58-2-12DL-0509**

This Contract ("Contract"), entered into by and between the **Indiana Department of Education** (the "State" or "IDOE") and **Scholastic, Inc.**, (the "Contractor") (the State and Contractor may hereinafter be referred to as "the Parties"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the Parties agree as follows:

**1. Duties of Contractor**

The Contractor shall perform certain duties and obligations, as more fully set forth herein, to observe, analyze, and evaluate the school ("school" or "turnaround academy") to which it is assigned to identify all issues present at the school and provide targeted interventions to address and overcome barriers to education.

Contractor shall provide services as described in this agreement and pursuant to the Scope of Work, which is attached hereto as **Exhibit A**. The services provided by Contractor shall also be compliant with the duties and obligations set forth in the Request for Information issued by the Indiana Department of Administration on behalf of IDOE, a copy of which can be found at [http://doe.in.gov/turnaround/docs/lead\\_partner\\_rfi\\_5\\_23\\_11.pdf](http://doe.in.gov/turnaround/docs/lead_partner_rfi_5_23_11.pdf).

**2. Consideration**

The Contractor will be paid \$792,072.00 in accordance with the Budget attached hereto as **Exhibit B** for performing the duties set forth above. Total remuneration under this Contract shall not exceed \$792,072.00.

**3. Term**

This Contract shall be effective for a period of ten (10) months. It shall commence on **September 1, 2011** and shall remain in effect through **June 30, 2012**.

**4. Access to Records**

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. It shall make such materials available at its respective offices at all reasonable times during this Contract and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

**5. Assignment; Successors**

The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any

payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

#### **6. Audits**

The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1, *et seq.*, and audit guidelines specified by the State.

Where applicable, where any federal funds are received by Contractor or Contractor's subcontractor, following the expiration of this Contract, the Contractor shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The Contractor is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the Contractor's fiscal year. Contractor agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the Contractor, and not of a parent, member, or subsidiary corporation of the Contractor, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State. The audit shall include a statement from the Auditor that the Auditor has reviewed this Contract and that the Contractor is not out of compliance with the financial aspects of this Contract.

Upon request, the Contractor agrees to provide the State documentation and/or audit reports confirming that Contractor is solvent and financially secure.

#### **7. Authority to Bind Contractor**

The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

#### **8. Changes in Work**

The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

#### **9. Compliance with Laws**

- A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein, are hereby incorporated by reference. The Contractor shall comply with the enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract.

- B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC 4-2-6, *et seq.*, IC 4-2-7, *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor shall review and refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44-1-3, and any other applicable laws.
- C. 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. Authority to withhold payments is found in IC 4-13-2-14.5 for contractors on the tax warrant list for delinquent taxes.
- D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.
- E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration ("IDOA") following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC 5-17-5.
- F. 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 State. 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 State.
- G. 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.
- H. As required by IC 5-22-3-7:
- (I) 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

- (B) 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.
- (2) 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
  - (A) except for de minimis and non-systematic violations, 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.

#### **10. Condition of Payment**

All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of and federal, state or local statute, ordinance, rule or regulation.

#### **11. Confidentiality of State Information**

The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. -The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties other than Contractor's consultants and subcontractors, without the prior written consent of the State. The Contractor shall require its consultants and subcontractors to abide by the confidentiality requirement imposed under this Contract.

The Parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State or turnaround academy in its computer system or other records.- In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11.- If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

#### **12. Continuity of Services**

- A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, in the event of default or upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:
  - 1. Furnish phase-in training; and
  - 2. Exercise reasonable efforts and cooperation to achieve an orderly and efficient transition to a successor.
- B. The Contractor shall, upon the State's written notice:
  - 1. Furnish phase-in, phase-out services for up to sixty (60) days in the event of default or after this Contract expires; and

2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

- C. The Contractor shall allow as many personnel as necessary to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

### **13. Debarment and Suspension**

- A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.
- B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

### **14. Default by State**

If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination.

### **15. Disputes**

- A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to

proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

- C. If a party to the Contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the Parties have ten (10) working days, unless the Parties mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:
1. The Parties agree to resolve such matters through submission in writing of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the Parties concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the Parties may mutually agree to submit the dispute to mediation for a determination. If a party is not satisfied with the Commissioner's ultimate decision and no resolution is reached at mediation, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.
  2. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

#### **16. Drug-Free Workplace Certification**

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, the 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. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, 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 them 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 its employees of (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 Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing 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) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring 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.

#### **17. Employment Eligibility Verification**

The Contractor affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

The Contractor shall enroll in and verify the work eligibility status of all 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 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.

## **18. Employment Option**

If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-compete agreements that may be in effect. This release will be at no cost to the State or the employee.

## **19. Force Majeure**

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees or orders of governmental bodies 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 notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the State, at its option, may give written notice and terminate this Contract.

## **20. Funding Cancellation**

When the Director of the State Budget Agency ("SBA") makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of SBA that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

## **21. Governing Laws**

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana, and suit, if any, must be brought in the State of Indiana.

## **22. Indemnification**

The Contractor agrees to indemnify, defend, and hold harmless the State, IDOE, its board, agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall not provide such indemnification to the Contractor.

## **23. Independent Contractor**

Both Parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers 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 purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

## **24. 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 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.

## 25. Insurance

A. For each turnaround academy Contractor is assigned, Contractor shall secure and keep in force during the term of this Contract, the following insurance coverage, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
2. Automobile liability with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.
3. Errors and omissions liability coverage with minimum liability coverage of \$3,000,000 per occurrence or per claim made and \$5,000,000 in the aggregate. The Contractor shall immediately notify the State in the event the Contractor changes its insurer.
4. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of Workers compensation coverage meeting all statutory requirements of IC 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority issued by the Indiana Department of Insurance.
2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days prior written notice to the undersigned State agency.

Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

**26. Key Person(s)** (Clause deleted by agreement of the parties)

**27. Licensing Standards**

The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

**28. Merger & Modification**

This Contract constitutes the entire agreement between the Parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

**29. Minority and Women's Business Enterprises Compliance** (Clause deleted by agreement of the Parties)

**30. Nondiscrimination**

This covenant is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

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.

The Contractor understands that the State is a recipient of federal funds, and therefore, where applicable, Contractor and any subcontractors agree to comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.

### **31. Notice to Parties**

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Dr. Tony Bennett  
Superintendent of Public Instruction  
Indiana Department of Education  
151 West Ohio Street  
Indianapolis, IN 46204  
Fax Number: 317-232-8004

B. Notices to the Contractor shall be sent to:

Scholastic Inc.  
557 Broadway  
New York, NY 10012  
Attn: Beth Polcari, SVP Business Finance  
With a copy to: EVP & General Counsel

C. As required by IC 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

### **32. Order of Precedence; Incorporation by Reference**

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract, (2) attachments prepared by the State, (3) the RFI #11-74 issued by the IDOE found at [http://doe.in.gov/turnaround/docs/lead\\_partner\\_rfi\\_5\\_23\\_11.pdf](http://doe.in.gov/turnaround/docs/lead_partner_rfi_5_23_11.pdf) (RFI), (4) Contractor's response to RFI #11-74, and (5) attachments prepared by the Contractor. All of the foregoing are incorporated fully by reference.

### **33. Ownership of Documents and Materials**

All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract (provided that they do not include any pre-existing information or materials of Contractor) shall be considered "work for hire" and the Contractor transfers any ownership claim to the State and all such materials will be the property of the State. Notwithstanding the foregoing, Contractor retains all right, title and interest in and to any and all software, materials, tools, forms, documentation and intellectual property that existed prior to or independent of this Agreement. Use of the work for hire materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the work product during the term of this Contract.

#### **34. Payments**

- A. All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.
- B. All accounts will be closed sixty (60) days after the Expiration Date of this Contract Agreement. Any invoice submitted after sixty (60) days will not be reimbursed by the State.
- C. The Contractor agrees to abide by the Contract Budget; except that, subject to written approval of the State Project Director, budget line item amounts may be transferred to other Contract budget line items. The maximum amount that may be transferred from any one Contract budget line item is equal to ten percent (10%) of the original budget line item amount.
- D. Contractor shall be paid for the services provided under this Contract on a monthly basis. Contractor shall initiate payment by submitting an invoice to the State within thirty (30) days after Contractor's services were rendered.

#### **35. Penalties/Interest/Attorney's Fees**

The State 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 permitted by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, any liability resulting from the State'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.

#### **36. Progress Reports**

The Contractor shall submit reports, plans and other deliverables as set forth in the Scope of Work attached hereto as Exhibit A to assure the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

#### **37. Renewal Option**

The initial term of this contract shall be for a period of ten (10) months. The Contract may be renewed by mutual agreement of the parties in one (1) year increments for up to two (2) additional years following the expiration of the initial term.

#### **38. Security and Privacy of Health Information**

The Contractor agrees to comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) in all activities related to this Contract, to maintain compliance throughout the life of this Contract, to operate any systems used to fulfill the requirements of this Contract in full compliance with HIPAA and to take no action which adversely affects the State's HIPAA compliance.

The Parties acknowledge that the Department of Health and Human Services has issued the Final Rule, as amended from time to time, on the Standards for Privacy of Individually Identifiable Health Information, as required by HIPAA. To the extent required by the provisions of HIPAA and regulations promulgated thereunder, the Contractor covenants that it will appropriately safeguard Protected Health Information (PHI), as defined by the regulations, which is made available to or obtained by the Contractor in the course of its work under this Contract. The Contractor agrees to comply with applicable requirements of law relating to PHI with respect to any task or other activity it performs for the State as required by the final regulations.

#### **39. Severability**

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

#### **40. Substantial Performance**

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

#### **41. Taxes**

The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

#### **42. Termination for Convenience**

This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to the Indiana Department of Administration and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the Parties stipulate and agree that the Indiana Department of Administration shall be deemed to be a party to this Contract with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

#### **43. Termination for Default**

- A. With the provision of thirty (30) days notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor **fails to:**
1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the Parties;
  2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
  3. Make progress so as to endanger performance of this Contract; or
  4. Perform any of the other provisions of this Contract.

- B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

#### **44. Travel**

No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

#### **45. Waiver of Rights**

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. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

#### **46. Work Standards**

The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

#### **47. State Boilerplate Affirmation Clause**

I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's Boilerplate contract clauses (as contained in the 2011 OAG/ IDOA *Professional Services Contract Manual*) in any way except for the following clauses which are named below:

1. Duties of Contractor (Modified)
2. Consideration (Modified)

3. **Term (Modified)**
4. **Access to Records (Modified)**
5. **Assignment, Successors (Modified)**
6. **Audits (Modified)**
9. **Compliance with Laws (Modified)**
11. **Confidentiality of State Information (Modified)**
12. **Continuity of Services (Modified)**
15. **Disputes (Modified)**
17. **Employment Eligibility Verification (Modified)**
19. **Force Majeure (Modified)**
20. **Funding Cancellation (Modified)**
22. **Indemnification (Modified)**
23. **Independent Contractor (Modified)**
25. **Insurance (Modified)**
26. **Key Person(s) (Clause deleted by agreement of the Parties)**
29. **Minority and Women's Business Enterprises Compliance (Clause deleted by agreement of the Parties)**
32. **Order of Precedence; Incorporation by Reference (Modified)**
33. **Ownership of Documents and Materials (Modified)**
34. **Payments (Modified)**
36. **Progress Reports (Modified)**
37. **Renewal (Modified)**
42. **Termination for Convenience (Modified)**
48. **Expanded Criminal Background (Clause Added and Modified)**
49. **Confidential Information (Clause Added)**

#### **48. Expanded Criminal Background**

Contractor shall perform expanded criminal history checks as defined in IC 20-26-2-1.5. Such criminal history checks shall be done on all Contractor's employees, subcontractors, or individuals employed by its subcontractors that are likely to have direct, ongoing contact with children within the scope of the individual's employment. Contractor further agrees to follow all federal, state and/or local laws, rules and regulations, as well as any and all policies adopted by any applicable school corporation, relating to conducting criminal history checks.

#### **49. Confidential Information**

Contractor agrees to abide by all laws, rules, and regulations relating to confidentiality of information including, but not limited to the following.

##### **A. Student Information**

Contractor understands that the data or information shared pursuant to this Contract may contain personally identifiable student information subject to the protections of the Family Educational Rights and Privacy Act (FERPA), 20 USC 1232g and 34 CFR Part 99 and the Individuals with Disabilities Act (IDEA), 20 USC 1400, 34 CFR Part 300. Contractor assures that all data, material, and information gathered by or disclosed to Contractor pursuant to this Contract and/or obtained by the Contractor during its performance of the Contract will not be disclosed to or discussed with any third party other than a third party assisting Contractor in the provision of the Services hereunder without prior written consent of the individual or parents of the individual to which the information relates (Consenting Party). The obtaining of any and all consents shall be the sole responsibility of the State. Contractor shall comply with all confidentiality requirements in the storage and maintenance of the data and that its employees, agents, and consultants comply with all confidentiality obligations.

Contractor assures that any the data obtained during its performance of the Contract will not be used for any purpose other than that specified in the Contract without the prior written consent of the Consenting Party.

Contractor further assures that, when it no longer requires the data for purposes of this Contract, Contractor will either return the data to the Consenting Party or securely destroy the data, as required by all applicable laws, rules, and regulations governing the privacy of such information.

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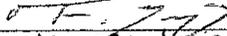
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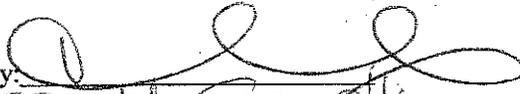
**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

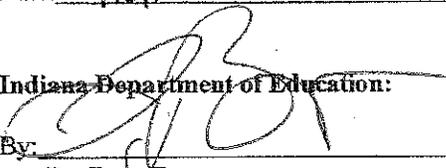
**In Witness Whereof**, Contractor and the State have, through their duly authorized representatives, entered into this Contract. The Parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

**Scholastic, Inc.:**

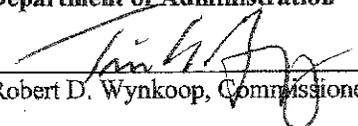
By:   
Printed Name: DUNCAN YOUNG  
Title: SVP Scholastic Achievement Partners  
Date: 2/13/12

Attested By:   
Teresa McCannelly  
Assistant Secretary  
2/13/12

**Indiana Department of Education:**

By:   
Dr. Tony Bennett  
Superintendent of Public Instruction  
Date: 2-23-12

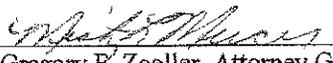
**Department of Administration**

 (for)  
Robert D. Wynkoop, Commissioner  
Date: 2/24/12

**State Budget Agency**

 (for)  
Adam M. Horst, Director  
Date: 2/27/12

**APPROVED as to Form and Legality:  
Office of the Attorney General**

 (for)  
Gregory F. Zoeller, Attorney General  
Date: 2/27/2012

## **Exhibit A: Scope of Work Agreement for Contractor**

**GOAL 1: Analyze Curriculum.** The Contractor will provide targeted services outlined below at Broad Ripple Magnet High School (“BRMHS”). Specifically, the Contractor will examine what is being taught and determine whether it can be streamlined or focused. The Contractor will also determine what steps can be taken with the curriculum to add more rigor and to align curriculum approaches with the high-rigor demands of the Common Core Standards and Next Generation Assessments.

The Contractor will also analyze and make recommendations to improve use of instructional materials and intervention approaches.

### **Key Action Steps**

- Initiate discussions with IPS and to agree on “ground rules” for potential recommendations for adjusting/streamlining curriculum
- Conduct analysis of current curriculum by Contractor’s consultant:
  - Use Curriculum Matrix and Next Navigator tools to analyze current curriculum and recommend where curriculum should be streamlined;
  - Analyze fidelity with which current curriculum is being implemented across classrooms (observation, discussion);
  - Analyze instructional materials currently being used (e.g. looking at content relevancy, curriculum alignment, rigor, etc.);
  - Create report of gaps and recommendations for improvement; and
  - Partner with school to oversee implementation of agreed upon recommendations.

**GOAL 2: Improve Instruction and Optimize Assessment.** The Contractor will examine instructional practices and make sure BRMHS staff has a common aspirational instructional vision in place that will help make sure every BRMHS student reaches his/her full potential. The Contractor will develop and implement a comprehensive Professional Development (“PD”) plan focused on the following areas (to be verified by a Needs Assessment that will include onsite visits, administration of a school climate and culture survey, and review of instructional practices:

- Making Rigor a Reality;
- Implementing Key Literacy Strategies Across the Content Areas; and
- Effective Analysis of Data and Use of Data to Differentiate.

In addition, the Contractor will look at how BRMHS is assessing students and helping ensure a continuum of assessment is in place that is purposeful and meaningful to teachers/students. Most importantly, the Contractor will ensure that it is equipping teachers at BRMHS with the skills to analyze and act on assessment data being produced.

### **Key Action Steps**

- Conduct collaborative discussions with district to define aspirational instructional vision, e.g. what are the 3-5 things that, if performed by each teacher, it would increase student achievement;
- Conduct needs assessment to better understand instructional practices within the school, including surveys, focus groups, and classroom observation;
- Conduct upfront professional development focusing on key areas for growth identified in the needs assessment;
- Conduct quarterly group-based PD that continues to do comprehensive analysis of key topic areas;

- Conduct Job-Embedded Instructional Coaching averaging at least two times a month for all middle school teachers:
  - Coaches will work with each teacher to develop a personalized plan for growth and development in instruction (based on common vision);
  - Coaches will observe and track fidelity of implementation of recommended instructional techniques; and
  - Coaches will provide side-by-side assistance and reflection/de-briefing for continuous improvement.
- Provide assistance and support in facilitating high school Professional Learning Communities ("PLC").
  - Coaches will facilitate the administration of PLCs and provide support and oversight to ensure that this time is valuable to teachers and school improvement goals.

**GOAL 3: Build Instructional Leadership.** The Contractor will provide support to build strong instructional leadership capacity within BRMHS and to promote the development of the instructional leadership skills necessary to oversee this year's improvement initiatives.

**Key Action Steps**

- Identify a cohort of key leaders/teachers to form a team of Broad Ripple Leadership Fellows ("BRLF"), which are selected teachers and administrators who will receive additional leadership PD and will also serve as an advisory committee for the initiative;
- For these individuals, Contractor will conduct PD on instructional leadership best practices to build a solid foundation of instructional leadership skills;
- Facilitate development of individualized leadership growth plans for every BRLF Fellow;
- Conduct monthly executive coaching for every BRLF Fellow to ensure progress against Leadership Growth Plans, which is a document describing each BRLF Fellow's personal leadership growth goals.

**GOAL 4: Support Struggling Grade 6/7/8 Readers.** The Contractor will implement a comprehensive, tiered approach to literacy improvement for Grades 6, 7, and 8 students reading below proficient, designed to provide remediation that will enable these students to achieve grade-level proficiency. Contractor will establish and IDOE will approve benchmarks no later than January 31, 2012, which will be used to determine whether this goal is met.

**Key Action Steps**

- Identify students reading below proficiency;
- Implement technology-based/teacher-directed reading intervention approaches for these students;
- Train participating teachers and provide coaching and consultation to ensure successful implementation; and
- Using an adaptive intervention program, implement a progress-monitoring protocol and ongoing pre/post assessments to continually identify students who are ready to exit from intervention and to continually screen for students who might be in need of intervention.

**GOAL 5: Involve Community.** The Contractor will ensure that it analyzes current community involvement practices and will make recommendations to improve practices, with particular emphasis on building community awareness of the 2012-2013 school improvement objectives.

### Key Action Steps

- Administer community involvement survey and analyze current community involvement practices as barriers towards greater involvement;
- Make recommendations to district leadership to improve and optimize current practices and follow up with the school leadership team (including Principal and Senior Staff) to ensure successful completion;
- Work with district leadership to develop and implement a robust awareness campaign for school improvement activities; and
- Communicate student achievement results and progress toward the goals of intervention to IDOE and other key stakeholders as required.

### Summary of Project Components and Deliverables

- ✦ **Curriculum Audit and Advisory Support consisting of** (6) days of consultation and audit of curriculum in ELA and in math, (4) days of advisory support to implement recommendations, and (1) year subscription to online curriculum analysis and instructional planning tool.
- ✦ **Collaborative Planning Assistance** consisting of (2) days of onsite support, consultation and facilitation with district staff.
- ✦ **Comprehensive Leadership Development Continuum** consisting of (3) days of Leadership Development Training Institute, (25) days of executive coaching for school leaders (which should support 1 visit per month for (7) leaders.
- ✦ **Professional Development, Coaching, Instructional Support, and Project Management** consisting of an instructional needs assessment, (4) days of upfront professional development on focus instructional concepts, (133) days of instructional coaching and PD over the course of the year (which should support 2 visits per month for middle school teachers), (1) year subscription to online professional development courses and platform, and ongoing project management assistance (note a dual Project Manager/Instructional Coach will be onsite full-time at Broad Ripple for the duration of the project during the 2011-2012 school year.)
- ✦ **Tiered Literacy Improvement for Middle School Students** consisting of daily, intense intervention, differentiated according to need for an estimated 190 middle school students, based on current assessment data in place, ISTEP data and reading lexile levels (SRI), (20) days program-specific support.

**Itemized Professional Services**

Expenditure Account	Quantity of Employees <sup>1</sup>	Specific Responsibilities Pertaining to Phase 1: Needs Assessment and Planning	Specific Responsibilities Pertaining to Phase 2: Implementation and Service Delivery	Specific Responsibilities Pertaining to Phase 3: Progress Monitoring
Improvement of Instruction – Curriculum	3	<ul style="list-style-type: none"> <li>• Evaluate appropriate steps necessary to add more rigor to the curriculum and align curriculum and instruction approaches with the high-rigor demands of the Common Core Standards and Next Generation Assessments.</li> <li>• Use Curriculum Matrix and Next Navigator tools to analyze current curriculum, with recommendations for where curriculum might be streamlined</li> <li>• Analyze fidelity with which current curriculum is being implemented across classrooms (observation, discussion)</li> <li>• Analyze instructional materials being used (e.g. looking at content relevancy, curriculum alignment, rigor, etc.)</li> </ul>	<ul style="list-style-type: none"> <li>• Use curriculum analysis report to develop targeted professional development around gaps and recommendations for improvement.</li> <li>• Ensure specific guidance on high fidelity implementation of prescribed curriculum is included in all professional learning opportunities</li> </ul>	<ul style="list-style-type: none"> <li>• Create performance indicators to measure high fidelity implementation of curriculum</li> <li>• Ensure closing of gaps between curriculum and demands of state test and Common Core State Standards.</li> </ul>

<sup>1</sup> The number of employees dedicated to each expenditure account and each employee's specific responsibilities are subject to change based on the Contractor's needs during the Pre-Implementation/Observation year (Year 0).

<p>Improvement of Instruction – Teaching and Assessment</p>	<p>5</p>	<ul style="list-style-type: none"> <li>• Conduct collaborative discussions with district to define aspirational instructional vision, e.g. what are the 3-5 things that if every teacher did them we would drive an increase in student achievement?</li> <li>• Conduct needs assessment to better understand instructional practices within the school, including WE Surveys, focus groups, and classroom observation</li> <li>• Focus specifically on teacher competencies in using available data and interpreting it to drive changes in classroom instruction</li> </ul>		<ul style="list-style-type: none"> <li>• Coach will provide side by side assistance and reflection/de-briefing for continuous improvement</li> <li>• Specific indicators for high fidelity implementation of best practice instructional techniques will be identified and tracked as part of project</li> </ul>	<p>Work with each teacher to develop a personalized plan for growth and development in instruction (based on common vision)</p> <ul style="list-style-type: none"> <li>• Observe and track fidelity of implementation of recommended instructional techniques</li> <li>• Provide assistance and support in facilitating high school PLCs</li> <li>• Provide PLC facilitation with an eye towards increasing the rigor with which these are run</li> <li>• Conduct upfront Instructional Excellence Institute focusing on key areas for growth identified in the needs assessment</li> <li>• Conduct Job-Embedded Instructional Coaching for all middle school teachers</li> <li>• Conduct quarterly group-based PD that continues to do a "deep dive" on key topic areas</li> </ul>
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<p>Improvement of Instruction - Leadership</p>	<p>2</p>	<ul style="list-style-type: none"> <li>• Assess current leadership practices through a leadership needs assessment</li> <li>• Identify cohort of key leaders/teachers to form a team of Broad Ripple Leadership Fellows</li> </ul>	<ul style="list-style-type: none"> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>• Assess progress toward goals of Leadership Growth Plans through monthly coaching sessions with individual leaders. Identify strengths and areas of challenge and make appropriate adjustments.</li> <li>• Specific indicators for high fidelity implementation of best practice leadership techniques will be identified and tracked as part of project</li> </ul>	<ul style="list-style-type: none"> <li>• Identify Leadership Cohort of 7-10 leaders/teachers</li> <li>• Conduct an Instructional Leadership Institute to build a solid foundation of instructional leadership skills in Leadership Cohort</li> <li>• Facilitate development of individualized leadership growth plans for every Fellow</li> <li>• Conduct monthly executive coaching for every leader to ensure progress against Leadership Growth Plans</li> </ul>
<p>Improvement of Instruction - Interventions</p>	<p>2</p>	<ul style="list-style-type: none"> <li>• Evaluate school's literacy gap by looking at state test and available Lexile assessment data to determine number of students reading below proficient</li> </ul>	<ul style="list-style-type: none"> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>• Institute progress monitoring protocol and ongoing pre/post assessments to continually identify students who are ready to exit from intervention and to continually screen for students who might be in need of intervention</li> </ul>	<ul style="list-style-type: none"> <li>• Implement a comprehensive, tiered approach to literacy improvement for Grade 6/7/8 students reading below proficient, designed to catch these students up and achieve rapid gains in literacy achievement.</li> <li>• Train participating teachers and provide coaching and consultation to ensure successful implementation</li> </ul>

<p>Community Service Operations</p>	<p>1</p>	<ul style="list-style-type: none"> <li>Administer WE Support survey and analyze current community involvement practices as barriers towards greater involvement</li> </ul>		<ul style="list-style-type: none"> <li>Specific indicators for high fidelity implementation of community outreach steps will be identified and tracked as part of project</li> <li>WE Survey will be re-administered to understand shifts in community perception</li> </ul>	<ul style="list-style-type: none"> <li>Make recommendations to district leadership to improve and optimize current practices and follow up with school leadership team to ensure successful completion</li> <li>Work with district leadership to develop and implement a robust awareness campaign for school improvement activities</li> <li>Communicate student achievement results and progress toward goals of initiative</li> </ul>
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# EXHIBIT B

## BUDGET

Account Number	Expenditure Account	110		120	211-290	211-290	311-319	440	510-593	611-689	710-748	910	Line Totals
		Cert	Salary										
	Instruction											Transfer	\$0.00
20000	Support Services-Student												\$0.00
22100	Improvement of Instruction (Professional development)*					\$711,626.00			\$2,294.00		\$78,152.00		\$792,072.00
25191	Refund of Revenue												\$0.00
26400	Operation and Maintenance												\$0.00
27000	Transportation												\$0.00
33000	Community Service												\$0.00
60100	Operations Transfers (Interfund)												\$0.00
	Column Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$711,626.00	\$0.00	\$0.00	\$2,294.00	\$0.00	\$78,152.00	\$0.00	\$792,072.00
<b>TOTAL INSTITUTION COST</b>													
<b>B. ITEMIZE and EXPLAIN</b>													
<b>General Supplies</b>					<b>Property: Equipment/Tech</b>				<b>Professional Services</b>			<b>Other Purchase Services</b>	
Instructional Materials for Reading Intervention Program (\$78,152)					Onsite Needs Assessment (\$3,400) Curriculum Audit Consultation (\$31,000) School Leadership Institute for Leadership Cadre (\$9,300) Executive Coaching for Leadership Cadre (\$77,500) Upfront Teacher Professional Development (\$12,400) Instructional Coaching (\$412,300) Project Management Support (\$124,000) Training and Coaching Support for Reading Intervention Program (\$36,677) Software Installation and Technical Support Services for reading intervention software (\$5,049)				1 Year Subscription to Online Curriculum Planning Tool (\$799) 1 Year Subscription to Online PD Platform (\$1,495)				