



MEMORANDUM

TO: State Board Of Education

FROM: Indiana Department of Education

DATE: August 23, 2013

SUBJECT: Lead Partner Contract Updates

This memo is to provide you with a status update regarding the lead partner intervention contracts. Each partnership is summarized individually below. A side by side year to year comparison of scope of contracts for each lead partner below is attached.

John Marshall High School (5494) & Voyager Learning

-Contract extension for the term of one year

-Scope of work outlined in IPS/Voyager contract and IDOE/John Marshall (SIG Application/Grant Award Contract) and IDOE/Voyager contracts combined keep intervention levels at the same level as 2012-2013 school year, with goal and strategy adjustments for new school year, 2013-2014.

-Accountability and Reporting requirements to the IDOE and SBOE remain at identical level as 2012-2013.

Contract(s) Amount for	2012-2013: 640,000
	2013-2014: 620,000

Broad Ripple Magnet High School for Performing Arts (5477) & Scholastic

-Contract extension for the term of one year

-Scope of work outlined in IPS/Scholastic contract and IDOE/Scholastic (SIG Application/Grant Award Contract) and IDOE/Scholastic contracts combined keep intervention levels at the same level as 2012-2013 school year, with goal and strategy adjustments for new school year, 2013-2014.

-Accountability and Reporting requirements to the IDOE and SBOE remain at identical level as 2012-2013.

Contract(s) Amount for	2012-2013: \$776,699
	2013-2014: \$562,793

SCHOLASTIC, Inc.

Current Contract Scope of Work

Goal 1a: Continue school-wide PD to improve instruction

Develop a comprehensive 2012-2013 Professional Learning Plan using the blended approach to incorporate the targets noted for literacy, math, student engagement/rigor, and data

Utilize established PLC structure to deepen knowledge, model strategy use, and discuss implementation effectiveness using evidence of work

Selected targeted strategies from the 5-5-3-3 map to continue emphasis on literacy across all content areas and to build a common vision and focus across the school

Identify and enroll teachers in *Scholastic U* courses for Semester 1 and Semester 2 to build upon strategies developed this year and that align with 5-5-3-3

Map out a PD strand for mathematics within the Professional Learning Plan

Correlate and reinforce strategies across all professional learning opportunities

Determine data collection tools and timelines to monitor implementation success and teacher development

Schedule and provide a 1-day summer institute for teachers to kick-off instructional improvement initiative and lay a foundation for project goals

Goal 1b: Provide supplemental professional support to deepen mat

1-day Summer Math Institute

1-day Leadership course

2-days of Content/Pedagogy PD

28-days of supplemental coaching including bi-monthly and monthly coaching visits

Goal 2a: Continue to expand successful academic interventions for

Expand comprehensive reading program to students enrolled in grades 9 and 10

Scope of Work for Renewal

Goal 1: Continue school-wide professional development to improve instruction, with a focus on "gradual release" and internal capacity building

Along with school staff, creation of a year long professional learning plan to guide and connect instructional improvement initiatives within the school

Facilitation of bi-weekly group based professional development sessions, with a focus on equipping and supporting instructional leaders at BRMHS to increasingly take a leadership role in these sessions

Access to a digital professional learning toolkit that will provide opportunities for online PD as well as tools to assist in the development of college and career ready instruction

Ongoing job-embedded instructional coaching for all teachers (target = 2-3 visits/teacher/year

Assistance and support in reviewing and analyzing data to help guide and fine tune the professional learning support efforts

Goal 2: Continue implementing literacy interventions with high fidelity

Continued project management and advisory support to promote sound implementation

Monthly job-embedded coaching for teachers participating in this program to monitor fidelity, increase proficiency in reviewing data, etc.

Ongoing technology support, maintenance and point releases for software

Teacher Guides Resources for Differentiation Lessons, PD Guide

Implementation Effectiveness reports for math (2/year)

Student materials

Goal 3: Implement a research-based math intervention program to support algebra readiness

Software licenses, student materials and teacher materials for up to 2 classrooms, serving 120 students

Start-up training for teachers and leadership participating in the program

Scope of Work to be Monitored by IDOE Pursuant to 1003(g) Grant Plan

Provide School-Wide PD to Improve Instruction

Provide supplemental professional Support to Deepen Math Instruction

Continue and Expand Successful Academic Interventions for Students in Reading

Introduce Academic Intervention for Students in Math

Deepen Building-Wide Leadership Capacity

Project Management Support



Adjust scheduling to allow for 90 minutes of intense literacy intervention

2-days of training for teachers new to READ 180

1-day of READ 180 refresher training

40-days in-classroom support of teachers for an estimated 4-6 teachers (estimated 1-2 visits/month)

1-day refresher leadership training for new and existing administrators

Onsite technical audit and assistance support

Goal 2b: Introduce academic intervention for students in math

Implement Do the Math Now and technology based interventions focused on fact and fraction fluency

3-days of upfront training on interventions

20-days of in-classroom support to ensure fidelity (approx. 1/visit/teacher/month)

Onsite technical audit and assistance support

Goal 3: Deepen building-wide leadership capacity

Identify new key leaders/teachers to become part of the Teacher Advisory Leadership Committee (TALC) for 2012-2013

Create Individual Leadership Growth Plans with support of SAP leadership coaches

45-days of monthly executive coaching (target of monthly one to one time with a coach as well as weekly facilitation of TALC meetings) for every leader

Develop and implement 2-day Instructional Leadership Institute

Project Management Support

Assistance in coordinating all professional learning and implementation events

Coordination of content creation and high quality delivery of implementation tasks

Creation of progress monitoring protocols and coordination of data collection throughout the year

2012/13 Contract Amount: \$776,699.00

Professional Learning Seminars

Monthly job-embedded coaching for teachers participating in this program

Ongoing technology support, maintenance and point releases for software

Embedded assessments including: Scholastic Math Inventory, mSkills, Math Reasoning Inventory, MindSetAssessment

Teacher materials

Implementation Effectiveness report for Math

Student materials

Goal 4: Deepen Building-wide Leadership Capacity

5-day Instructional Leadership Team (ILT) Workshop, summer 2014

Providing assistance and support to align ILT efforts with overall school goals

Assistance and facilitation of ILT sessions throughout the year

Goal 5: Ongoing program management and executive coaching support

Ensuring that all programs/initiatives are properly implemented, working together, and connect students to higher achievement

Working with our Lead Partner, The New Teacher Project, to ensure the two lead partners are working together with the same goals, standards, and common language

Executive leadership coaching for Mike and his administrative staff

Executive coaching for the ILT

2013/14 DOE Contract Amount: \$100,000.00

2013/14 IPS Contract Amount: \$462,793.00

Total Amount Paid: \$562,793.00

Total Amount of 1003(g) Award Contributed: \$462,793.00

THE NEW TEACHER PROJECT

Current Contract Scope of Work

Goal 1: Support schools with IPS' transition to the RISE evaluation system

Conduct 4.5 hours of introductory training prior to the state of school to ensure administrative teams are confident in their ability to implement RISE - 90 minutes each, to review Professional Practice rubric competencies; to review Student Learning Objectives; on investing teacher staff in evaluation process

Develop supplementary tools to support implementation as determined by schools' needs

Support school principals with messaging to staff and supplementary trainings for teachers up to 45 minutes per week at each school

Goal 2: Provide direct coaching to administrators to ensure accurate, evaluations and actionable next steps are delivered to teachers

Facilitate an initial 2 hour team norming session and bi-monthly 90 minute team norming sessions at each school – track inter-rater reliability against goal of 6 out of 9 competencies; adjust individual supports as necessary for administrators not meeting inter-rater reliability goals; use teaching videos

Conduct 15-20 minute paired observations with each administrator who evaluates classroom teachers; adjust throughout the year based on administrators' demonstrated level of proficiency

Scope of Work for Renewal: Quote 1

Implement monthly, school-based coaching for administrators focused on generating accurate teacher performance ratings and high quality, actionable feedback for teachers that gives them concrete guidance on how to improve.

Provide 60 minutes of individual support per month to two different administrators at each school who will be prioritize based on current needs and proficiency levels in the areas of (a) low-inference note taking, (b) connecting evidence to the appropriate competencies, (c) identifying concrete, actionable next steps for teachers and (d) facilitating effective feedback conversations

Adjust individual supports as necessary based on progress against goals and schools' needs

Conduct monthly, school-based performance management trainings for the whole school evaluation team

Facilitate 90-minute team norming sessions and track inter-rater reliability to ensure the administrative teams have a common understanding of the district's evaluation rubric and are collecting accurate teacher performance ratings

Work with school principals' to identify alternate topics for monthly sessions and train school-based staff as co-facilitators for some sessions in an effort to build the schools' capacity to continue implementing similar structures on their own

Track improvements in administrators' proficiency throughout the year, and submit monthly progress updates to the State Board of Education

Scope of Work for Renewal: Quote 2

Implement twice monthly, school-based coaching for administrators focused on generating accurate teacher performance ratings and high quality, actionable feedback for teachers that gives them concrete guidance on how to improve

Provide 60 minutes of differentiated, individual support to each administrator every month ; focus areas of each coaching session will be selected based on current needs and proficiency levels in the areas of (a) low-inference note-taking, (b)connecting evidence to the appropriate competencies, (c) identifying concrete, actionable next steps for teachers and (d) facilitating effective feedback conversations

Work with each principal to adjust support schedule based on needs; for example, shift support time from administrators who demonstrate a higher level of proficiency and spend more time working with those administrators who need more assistance

Provide additional review of evaluators' notes and teacher feedback plan as needed

Work with school leaders to create an evaluation and support calendar to ensure critical timelines are met and that teachers are consistently receiving feedback

Conduct twice-monthly, school based performance management trainings for the evaluation teams

Facilitate two, ninety-minute trainings each month and track inter-rater reliability to ensure the administrative teams have a robust understanding of the district's evaluation rubric and is collecting accurate teacher performance ratings

Ensure administrators select 2-4 teachers for targeted development through regular observations

Provide at least 60 minutes of differentiated coaching and supports for each administrator who evaluates teachers every other week based on his/her growth areas

Goal 3: Monitor evaluation progress through weekly, bi-monthly, and semiannual checks for progress and assess the effectiveness of teacher development plans

Track administrators' progress towards completing evaluations and observations of teachers, and towards meeting district deadlines – establish goals for initial observations and conferences before school begins; review observation write-ups weekly for targeted teachers; check-in with administrator every other month on progress towards timelines; survey teachers twice (Oct and Feb) for feedback on observations and instructional coaching

Track ratings of targeted teachers

Goal 4: Assess the instructional culture at each school during the first semester and then again at the end of the school year



2012/13 Contract Amount:

Collect evidence that demonstrates progress made on goals in the areas of accurate data collection, effective feedback, and quality of TNTP's service

TNTP staff supporting this work will include a Talent Management Coach who will provide monthly, onsite support to school leaders. TNTP's Indianapolis based Program Manager will also dedicate a portion of his or her time to supporting overall program implementation and data analysis

2013/14 DOE Contract Total:
\$50,000.00 2013/14 IPS Contract Total:
\$160,424.00 **Total Amount Paid:**
\$210,424.00* *The IPS Contract provides support across the District. The DOE Contract ensures that George Washington Community High School and Broad Ripple Magnet High School get additional support beyond what is provided at the District-level.

\$35

Work with school principals to identify new topics for sessions based on changing needs and current focus areas

Train and rehearse with school-based staff who will serve as co-facilitators for some sessions in an effort to build the schools' capacity to continue implementing similar structures independently after the conclusion of TNTP's contract

Develop resources and strategies that school leaders will utilize to ensure their schools implement the districts' evaluations system in a way that helps teachers improve

Provide resources that school leaders can implement to ensure teachers have common understanding of performance expectations and a shared definition of effectiveness

Create tools to support school leaders with the writing of effective student learning objectives (SLOs)

Track improvements in administrators' proficiency throughout the year, and submit monthly progress updates to the State Board of Education

Collect evidence that demonstrates progress made on goals in the areas of accurate data collection, effective feedback, and quality of TNTP's service

2013/14 DOE Contract Total:
\$100,000.00 2013/14 IPS Contract Total:
\$160,424.00 **Total Amount Paid:**
\$260,424.00* *The IPS Contract provides support across the District. The DOE Contract ensures that George Washington Community High School and Broad Ripple Magnet High School get additional support beyond what is provided at the District-level.

VOYAGER LEARNING

Current Contract Scope of Work

Prework consisting of 11 days to assess needs throughout the schools via surveys, observations, and data analysis

Planning consisting of 10 days to determine best pathways to success

Leadership capacity consisting of 21 days for creation and implementation of a professional development plan, for inventory of core and intervention curriculum, to analyze and monitor master schedule, to analyze and monitor special populations, and to facilitate the purchase of materials to fill prioritized gaps (i.e. increase AP/dual credit/etc.)

Overall instruction consisting of 64 days for job-embedded coaching and instructional operations

Interventions consisting of 59 days of job-embedded coaching

Onsite support to be provided weekly through November, three of four weeks through April and two of four weeks through June

Scope of Work for Renewal

Provides Weekly Updates re: activities, progress against goals, challenges identified, and next steps

Provides a calendar outlining interim goals, on-site visits, and activities prior to the 1st of each month

In collaboration with building administrators/teacher leaders, Voyager will provide formal update to the Superintendent and central office administrators following each grading period

Uphold all FERPA and other requirements related to student and employee confidentiality

Uploads work completed to a shared online resource for JMCHS, IPS and state access

Allows IPS to use materials and protocols developed for JMCHS with other IPS Schools

Scope of Work to be Monitored by IDOE Pursuant to 1003(a) Grant Plan

Provides Weekly Updates re: activities, progress against goals, challenges identified, and next steps

Provides a calendar outlining interim goals, on-site visits, and activities prior to the 1st of each month

In collaboration with building administrators/teacher leaders, Voyager will provide formal update to the Superintendent and central office administrators following each grading period

Uphold all FERPA and other requirements related to student and employee confidentiality

Uploads work completed to a shared online resource for JMCHS, IPS and state access

Allows IPS to use materials and protocols developed for JMCHS with other IPS Schools

2012/13 Contract Amount:	\$640,000.00
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2013/14 DOE Contract Amount:	\$100,000.00
2013/14 IPS Contract Amount:	\$620,000.00
Total Amount Paid:	\$605,000.00*
*IPS is using \$505,000.00 of 1003(a) funds to pay for the Voyager contract, and is \$115,000.00 short. The amount paid by DOE is to off-set the deficit and help IPS fund its entire contract.	

Total Amount of 1003(a) Award:	\$505,000.00
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August 27, 2013

Mr. Brad Almond, Chief Financial Officer
Cambium Education, Inc.
17855 Dallas Parkway, Suite 400
Dallas, Texas 75287

Dear Mr. Almond:

An amended contract (A58-3-130T-1178) is enclosed from the Indiana Department of Education to build leadership capacity and drive instructional improvement at John Marshall Community High School. The purpose of the amendment is to extend the term and add compensation for continued services. Typically, the president of a corporation will sign, but if it is necessary for a different official to sign the contract, please include a certified copy of bylaws or a resolution authorizing that person to execute the agreement. We strongly recommend the use of blue ink.

Please return the original signature contract with all attachments intact by *overnight* postal delivery, to:

Jim Holderman
Finance Division
Indiana Department of Education
15 W. Washington Street, South Tower, Suite 600
Indianapolis, IN 46204

If you have questions, please call me at 317/232-0517. A copy of the completed contract will be returned to you as soon as all the appropriate state officials have signed it. Please remember that the contract will not be valid until all parties have signed.

Sincerely,

Jim Holderman
Contract Supervisor

Enclosure

cc: Richard McKnight
Vernon Johnson

AMENDMENT #1
EDS #A58-3-13OT-1178

This is an Amendment to the Contract (the "Contract") entered into by and between the **Indiana Department of Education** (the "State") and **Cambium Education, Inc. dba Voyager Education Services** (the "Contractor") approved by the last State signatory on January 17, 2013.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

The Contract is hereby extended for an additional period of twelve months. It shall terminate on **September 1, 2014**.

The consideration during this extension period is **\$100,000**. Total remuneration under the Contract is not to exceed **\$740,000**.

The Contract is amended by the following:

1. Duties of Contractor

Paragraph 1. relating to **Duties of Contractor**, is hereby modified by addition of the following:

The Contractor will perform duties set forth in **Exhibit A** of the original contract and **Exhibit C** of this Amendment, attached and herein fully incorporated by reference.

2. Consideration

Paragraph 2. relating to **Consideration**, is hereby deleted in its entirety and replaced with the following:

The Contractor will be paid at the rates indicated in **Exhibit B** of the original contract, and **Exhibit D** of this Amendment, attached and herein fully incorporated by reference for performing the duties of this Contract. Total remuneration under this Contract shall not exceed **\$740,000**.

3. Term

Paragraph 3. relating to **Term**, is hereby deleted in its entirety and replaced with the following:

This Contract shall commence on **September 1, 2012** and shall remain in effect through **September 1, 2014**.

36. Payments

Paragraph 36. relating to **Payments**, is hereby modified as follows:

C. Payments shall not exceed \$640,000 for the period of September 1, 2012 through August 31, 2013, and \$100,000 for the period of September 1, 2013 through September 1, 2014.

Funding Summary

September 1, 2012 through August 31, 2013	\$640,000
September 1, 2013 through September 1, 2014	<u>\$100,000</u>

Total remuneration under this Contract shall not exceed \$740,000.

38. Progress Reports

Paragraph 38. relating to Progress Reports, is hereby modified as follows:

The Contractor shall submit written monthly progress reports to the Indiana Department of Education (IDOE) and the Indiana State Board of Education. The Contractor shall also meet, either in person, via phone, or through other technology, with IDOE staff to provide updates to them. The Contractor shall also submit to the IDOE any other written plans, surveys, or analysis required under Exhibit C: Scope of Work upon request.

The IDOE reserves the option to request that the Contractor make presentations at Indiana State Board of Education meetings. These reports and meetings shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

46. Travel

Paragraph 46. relating to Travel, is hereby deleted in its entirety and replaced with the following:

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 and approved by the Department for availability of funds and for appropriateness per Circular guidelines.

49. State Boilerplate Affirmation Clause

Paragraph 49. relating to State Boilerplate Affirmation Clause, is hereby modified by addition of the following:

- 2. Consideration** (Reference to rates in Exhibit B and Exhibit D added)
- 3. Term** (Reference to time period in increments deleted)
- 36. Payments** (Clause modified by addition of item "C" Funding Summary)
- 38. Progress Reports** (Clause modified to indicate reference to monthly reporting)
- 46. Travel** (Clause modified to indicate reference to "Department")
- 52. Public Record** (Clause added)
- 53. Indiana Veteran's Business Enterprise Compliance** (Clause added)

52. Public Record

The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on its website as required by Executive Order 05-07. Use by the public of the information contained in this Contract shall not be considered an act of the State.

53. Indiana Veteran’s Business Enterprise Compliance

Award of this Contract was based, in part, on the Indiana Veteran’s Business Enterprise (“IVBE”) participation plan. The following IVBE subcontractors will be participating in this Contract:

VBE	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION	DATE	PERCENT
None						

A copy of each subcontractor agreement shall be submitted to IDOA within thirty (30) days of the request. Failure to provide any subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA before changing the IVBE participation plan submitted in connection with this Contract.

The Contractor shall report payments made to IVBE subcontractors under this Contract on a monthly basis. Monthly reports shall be made using the online audit tool, commonly referred to as “Pay Audit.” IVBE subcontractor payments shall also be reported to IDOA as reasonably requested and in a format to be determined by IDOA.

All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

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 Amendment 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 Amendment. The parties, having read and understood the foregoing terms of this Amendment, do by their respective signatures dated below agree to the terms thereof.

**Cambium Education, Inc. dba Voyager
Education Services**

Indiana Department of Education

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: Glenda S. Ritz
Title: Superintendent of Public Instruction
Date: _____

Approved by:
Indiana Office of Technology

Approved by:
Department of Administration

By: N/A (for)
Paul Baltzell, Chief Information Officer

By: _____ (for)
Jessica Robertson, Commissioner

Date: _____

Date: _____

Approved by:
State Budget Agency

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

Brian E. Bailey, Director

Gregory F. Zoeller, Attorney General

Date: _____

Date: _____

Exhibit C

Proposal for John Marshall Community High School, 2013-2014

July 1, 2013



The scope of work included in this document encompasses the elements contained in the agreement between Scholastic Achievement Partners and Indianapolis Public Schools. Performance under the agreement between Scholastic Achievement Partners and the Indiana Department of Education shall be completed when Scholastic Achievement Partners reports to the Indiana Department of Education and Indiana State Board of Education on its progress of meeting its obligations under this agreement with Indianapolis Public Schools.

Introduction:

Voyager Learning looks forward to continue building on the relationships, structures, synergy, and results that evolved throughout this past school year at JMCHS. Voyager Learning also looks forward to beginning services earlier in the school year and building upon the mutual learning that has taken place over the past year. The below information encompasses our understanding of current state, recommended goals, roles and responsibilities, challenges, strategies, and costs. With students returning August 5, 2013, we are eager to begin support in July.

2013-2014 Goals

Sources: IDOE documents, C. Gray, and K. Ducote, IPS

	2011	2012	2013	2014 Goal
MS ELA ISTEP+	29.6%	29.8% Scores pending	33% were predicted to pass as of the Feb. 2013 Acuity Predictive Assessment	36%
MS Math ISTEP+	36%	44% Scores pending	32% were predicted to pass as of Feb. 2013 Acuity Predictive Assessment	60%
10 th Gr ELA ECA	25.2%	30%	29% (24% of students, or 25 of 105, did not test)	35%
10 th Gr Alg. ECA	29.6%	44%	56.7% (10% of students, or 10 of 105, did not test)	65%
Coll. & Career			9% of 2013 cohort completed 3-credit hours	20%
Mass Insight Indicators	2/9 Fair Dec. '10	1/9 Fair May '12	5/9 Fair Dec. 2012	

Graduation Analysis

Sources: State Graduation Cohort Status Report and Kathleen Ducote, IPS

Student Groups	2012 Cohort	2013 Cohort (as of June 28)	2014 Cohort (Oct. 1)
Total # of Students	114	139	140
Total # of Graduates	97 / 114 (76% Oct. '12)	102 / 139 (73% as of May '13)	78%; 80% stretch goal
# Sp.Ed. Cert. of Compl.	10 (incl. in # of Grads above)	9 (incl. in # of Grads above)	
# of Grad. w Waivers	34 / 97 (35% of graduates)	28 / 102 (27.5% of graduates) 21% decrease in waivers	<25% w/waivers

Roles and Responsibilities

Voyager Learning:

1. Provides weekly updates re: activities, progress against goals, challenges identified, and next steps.
2. Provides a calendar outlining interim goals, on-site visits, and activities prior to the 1st of each month.

Proposal for John Marshall Community High School, 2013-2014
July 1, 2013



3. In collaboration with building administrators / teacher leaders, Voyager will provide a formal update to the Superintendent and central office administrators following each grading period.
4. Uphold all FERPA and other requirements related to student and employee confidentiality.
5. Uploads work completed to a shared online resource for JMCHS, IPS and state access.
6. Allows IPS to use materials and protocols developed for JMCHS with other IPS schools
7. Provides consistent consultant support throughout the school year, including the continuation of some leadership support from 2012-2013 into the 2013-2014 school year.

Indianapolis Public Schools:

1. Provides Voyager consultants with access to, and training for, e-school, Acuity information, and other pertinent online resources and data bases necessary to complete the agreed upon tasks.
2. Provides the "3rd vote" regarding strategies for which Voyager and JMCHS administrators and staff are unable to agree.
3. Holds the JMCHS principal, administrative team and Voyager consultants *mutually accountable* for achieving the *same* goals.
4. Provide predictive resources for ECA testing (for example, Acuity materials) for student, faculty and consultant use.,

John Marshall Community High School:

1. JMCHS will provide a weekly report describing activities completed,, specific progress against goals, challenges identified and next steps to the district, state board and Voyager.
2. JMCHS will provide faculty and staff to work with Voyager consultants to ensure a gradual release of skills to IPS employees.
3. JMCHS will provide full budget, personnel and other information to as needed for consultants to provide substantive support.
4. JMCHS administrators and teacher leaders will work in full support of, and with, Voyager consultants learning, implementing, reinforcing, improving and continuing previously initiated strategies and new strategies.
5. JMCHS office staff will be assigned to support Voyager consultants with basic copying and clerical tasks critical to the completion of the school's work and in support of maximizing consultant time at the school.
6. Require teachers to demonstrate mastery of and effective use of Acuity resources.
7. The JMCHS administrative team will meet bi-weekly with the Voyager team to review goals, progress against goals and refine next steps.

Recommended Services

Overview: JMCHS needs support in the following areas to achieve or exceed the stated 2013-2014 goals. Bolded areas are those in which Voyager leadership and support are recommended to help institutionalize and transfer best practices to JMCHS employees. Non-bolded areas are those for which school and district leadership and support are recommended. Voyager can help with these additional areas if desired.

- 1) **Leadership and overall school operations** (excluding teacher evaluation)
- 2) **Data Analysis and Application at the classroom and student level**
- 3) **New Teacher Onboarding and Support**
- 4) **Graduation** (2014, 2015 and 2016 cohorts; the 2014 graduation is currently at 82%)
- 5) **English Language Arts**
- 6) **Math**



- 7) Student Attendance (only minimal support as part of overall Leadership coaching)
- 8) Student Discipline (only minimal support as part of overall Leadership coaching)
- 9) College and Career Ready
- 10) SST (Student Support Team) / RTI

The table on the next page provides a holistic view of the types of services and number of consultant days recommended throughout the school year. More detailed information follows the overview.

Overview of Services:

	Leadership & Operations	Data Analysis & Application	Graduation	ELA	Math	New Teacher Support	Projected Days per Month
July	14	4	2	4	4	6	34
Aug.	12	6	9	6	6	12	51
Sept.	3	4	3	9	9		28
Oct.	3	2	3	6	6		20
Nov.	3	2	3	6	6		20
Dec.	3	2	2	3	3		13
Jan.	3	4	2	9	9		27
Feb.	2	1	1	9	9		22
Mar.	2	1	1	3	3		10
Apr.	1	1	0.5	3	3		8.5
May	1	1	0.5	3	3		8.5
June		2	2				4
	47	30	29	61	61	18	246

Anticipated Service Details:

Month	Days	LEADERSHIP and OPERATIONS: Strategies/Outcomes
July	14	<ul style="list-style-type: none"> a. Ensure school goals are clear, posted and thoroughly communicated. b. Assist in re-launching and maximizing the administrative and Instructional Leadership teams including a department chair structure. c. Ensure job descriptions and expectations for non-teaching personnel are clear and shared with all staff. Assist as needed. d. Ensure systems for facilitating enrollment and increasing percentage of students who begin school on the first day and by the end of the first week of school. e. Ensure smooth procedures for the start of school especially in regard to enrollment, distribution of schedules, dress code, ease of movement in the building, tardies, supplies (pencils, paper, textbooks) and ID badges. f. Ensure systems are developed and executed for monitoring accuracy in recording student attendance, effectiveness in responding to student attendance, and impact of suspensions on student attendance. Low student attendances, and high numbers of students with significant absences, are preventing higher academic achievement. g. Verify completion, accuracy and effectiveness of master schedule. Cross reference rosters with e-school, IEPs, high-stakes assessments, attendance and overall history of discipline

		<p>referrals. Re-evaluate the most effective implementation of SUCCESS period and the potential of embedding an advisory period into the overall schedule or as a formal part of SUCCESS period.</p> <ul style="list-style-type: none"> h. Ensure students in all core classrooms begin the year with a certified teacher and that plans are in place for new or struggling teachers that provide daily support during the first three weeks of school. i. Ensure discipline procedures are revised and documented - including preventive measures – for review with staff prior to the start of school. j. Ensure the faculty/staff handbook is updated and distributed to all faculty and staff. Updates are to include a faculty/staff roster, building map, bell schedules, discipline procedures, and calendar procedures. k. Ensure back to school professional development is meaningful and robust for faculty and staff. l. Ensure back to school procedures including classroom assignments, materials, keys, copying, supplies, and student rosters run smoothly for classroom teachers. m. Ensure school-wide routines and expectations are updated, provided for teachers and students, and posted throughout the building. n. Assist in developing and sharing “1st-day-of-school” plans for all teachers, administrators, office personnel, counselors, etc. clarifying roles and responsibilities critical to a smooth start of the school year. Include a schedule for the first two weeks of school during which teachers will review school routines and expectations.
Aug.	12	<ul style="list-style-type: none"> a. Monitor and support processes for identifying, seeking out, and enrolling missing students during the first three weeks of school. b. Ensure student handbooks are completed and distributed by the 3rd week of school. c. Monitor, trouble-shoot and assist with overall opening school procedures with special attention to systems related to discipline and student attendance. d. Assist in facilitating administrative and ILT team meetings, including preparation and follow-up. e. Provide “behind-the-scenes” assistance with faculty/staff meetings. f. Guide the principal in evaluating the school’s budget, intended use of funding and in determining next steps to maximize student learning.
Sept.	3	<ul style="list-style-type: none"> a. Ensure a system is in place to quickly facilitate necessary changes to the Master Schedule based on formative assessments (i.e., Acuity results) and other relevant data. b. Assist in facilitating administrative, faculty, and ILT team meetings, including preparation and follow-up. c. Assist in facilitating side-by-side work sessions with ELA, Math and Graduation Leads and evaluating student data to contribute to planning of next steps d. Monitor, trouble-shoot and assist with overall school procedures with special attention to the fidelity and effectiveness of attendance and discipline procedures. e. Ensure surveys are completed by staff, students and parents re: needs and perception of services currently provided at the school. f. Work with the administrative team to develop systems of shared responsibility and accountability for school-wide needs such as hallway displays and major school events.
Oct.	3	<ul style="list-style-type: none"> a. Provide “behind-the-scenes” assistance with faculty/staff, administrative team and ILT meetings. b. Assist in facilitating side-by-side work sessions with ELA, Math and Graduation Leads and evaluating student data to contribute to planning of next steps. c. Monitor, trouble-shoot and assist with overall school procedures with special attention to the fidelity and effectiveness of attendance and discipline procedures. d. Guide the principal in evaluating the school’s budget, intended use of funding and in determining next steps to maximize student learning.
Nov.	3	<ul style="list-style-type: none"> a. Ensure a system is in place to quickly facilitate necessary changes to the 2nd semester

Proposal for John Marshall Community High School, 2013-2014

July 1, 2013



		<p>Master Schedule based on formative assessments (i.e., Acuity results) and other relevant data.</p> <ul style="list-style-type: none"> b. Review and provide feedback on plans for the 2nd semester master schedule. c. Observe and provide feedback on faculty/staff, administrative team and ILT meetings. d. Assist in facilitating side-by-side administrative work sessions with ELA, Math and Graduation Leads. e. Monitor, trouble-shoot and assist with overall school procedures with special attention to the fidelity and effectiveness of attendance and discipline procedures.. f. Identify and begin planning for systems improvements to be effective upon students' return in January.
Dec.	3	<ul style="list-style-type: none"> a. Observe and provide feedback on faculty/staff, administrative team and ILT meetings. b. Monitor, trouble-shoot and assist with overall school procedures with special attention to the fidelity and effectiveness of attendance and discipline procedures. c. Verify completion, accuracy and effectiveness of the 2nd semester master schedule. Cross reference rosters with e-school, IEPs, high-stakes assessments, attendance and overall history of discipline referrals. Re-evaluate the effectiveness of SUCCESS period and advisory curriculum. d. Clarify and ensure professional development / communication has taken place regarding any 2nd semester systems improvements to be implemented upon students' return to school. e. Ensure surveys are completed by staff, students and parents re: needs and perception of services currently provided at the school. f. Provide feedback to the principal's analysis of the current school budget, intended use of funding and in determining next steps to maximize student learning.
Jan.	3	<ul style="list-style-type: none"> a. Provide guidance and feedback to administrators regarding opening school procedures. Assist as needed to maximize students' first week back to school. b. Observe and provide feedback on faculty/staff, administrative team and ILT meetings. c. Provide guidance and feedback to administrative participation in side-by-side work sessions with ELA, Math and Graduation Leads. d. Monitor, trouble-shoot and assist with overall school procedures with special attention to the fidelity and effectiveness of attendance and discipline procedures.
Feb.	2	<ul style="list-style-type: none"> a. Provide guidance and feedback to administrative participation in side-by-side work sessions with ELA, Math and Graduation Leads. b. Monitor, trouble-shoot and assist with overall school procedures with special attention to the fidelity and effectiveness of attendance and discipline procedures. c. Guide the principal in evaluating the school's budget, intended use of funding and in determining next steps to maximize student learning.
Mar.	2	<ul style="list-style-type: none"> a. Provide guidance and feedback on faculty/staff, administrative team and ILT meetings. b. Provide guidance and feedback to administrative participation in side-by-side work sessions with ELA, Math and Graduation Leads. c. Provide guidance and feedback to administrators' monitoring and trouble-shooting of overall school procedures including attendance and discipline. d. Ensure surveys are completed by staff, students and parents re: needs and perception of services currently provided at the school.
Apr.	1	<ul style="list-style-type: none"> a. Provide guidance and feedback to administrative participation in side-by-side work sessions with ELA, Math and Graduation Leads. b. Provide guidance and feedback to administrators' monitoring and trouble-shooting of overall school procedures including attendance and discipline.
May	1	<ul style="list-style-type: none"> a. Provide guidance and feedback to administrative participation in side-by-side work sessions with ELA, Math and Graduation Leads. b. Provide guidance and feedback to administrators' monitoring and trouble-shooting of overall school procedures including attendance and discipline.

Proposal for John Marshall Community High School, 2013-2014
July 1, 2013



Total Lead.	47 Days	
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Month	Days	DATA ANALYSIS and APPLICATION: Strategies / Outcomes
July	4	a. Update and organize overall student data to include ECA re-testing, ISTEP scores, and summer school results. Resolve all discrepancies with district or state data bases.
Aug.	6	a. Update and organize student data to reflect final enrollment, updates to state and district data bases, and classroom assignments. Build templates and determine the implications for individual teachers in their instruction.
Sept.	4	a. Update and organize student data to reflect mobility and classroom assignments.
Oct.	2	a. Update and organize student data to reflect mobility and Acuity A results.
Nov.	2	a. Review and provide assistance as needed to ensure JMCHS' update and organization of student data (mobility) is accurate.
Dec.	2	a. Review and provide assistance as needed to ensure JMCHS' update and organization of student data (mobility) is accurate.
Jan.	4	a. Review and provide assistance as needed to ensure JMCHS' update and organization of student data (mobility, Acuity B, 1 st semester credit completion, course assignments) is accurate.
Feb.	1	a. Review and provide assistance as needed to ensure JMCHS' update and organization of student data (mobility) is accurate.
Mar.	1	b. Review and provide feedback as needed to ensure JMCHS' update and organization of student data (mobility and Acuity C) is accurate.
Apr.	1	a. Review and provide feedback as needed to ensure JMCHS' update and organization of student data (mobility) is accurate.
May	1	a. Review and provide feedback as needed to ensure JMCHS' update and organization of student data (mobility) is accurate.
June	1	a. Review and provide feedback as needed to ensure JMCHS' update and organization of student data (mobility, ECA results, credits, etc.) is accurate.
July	1	a. Review and provide feedback as needed to ensure JMCHS' update and organization of data accurately reflects ISTEP+ results, ECA re-testers, course credit and new graduation results.
Total Data	30 Days	

Month	Days	GRAD.COHORTS 2014, 2015, 2016: Strategies / Outcomes
July	2	a. Work with JMCHS administrators to update, refine, implement and monitor plans for maximizing the 2012 graduation rate.
Aug.	9	a. Complete a side-by-side analysis of the 2014 and 2015 graduation cohorts comparing district, school and state information for each student to increase awareness of and reduce the number of drop-outs prior to the cohort's 4 th year.
Sept.	3	a. Work with JMCHS counselors to clarify the status of credits for all students in the 2014 graduation cohort. b. Work with JMCHS counselors to clarify and outline a graduation action plan for the 2014 cohort (Oct. through December) based on final enrollment, Acuity information, and credit analysis.
Oct.	3	a. Clarify the status of credits for all students in the 2015 graduation cohort. b. Clarify and outline a graduation action plan for the 2015 cohort (Oct. through December) based on final enrollment, Acuity information, and credit analysis by cohorts.

Proposal for John Marshall Community High School, 2013-2014
 July 1, 2013



		c. Collaboratively develop a system for completing and monitoring portfolios for seniors who may potentially need these for graduation to launch no later than January 2014.
Nov.	3	a. Clarify the status of credits for all students in the 2016 graduation cohort. b. Clarify and outline a graduation action plan for the 2016 cohort (Oct. through December) based on final enrollment, Acuity information, and credit analysis.
Dec.	2	a. With JMCHS personnel, review and provide feedback on the completion of senior portfolios to date. b. With JMCHS personnel, review the status of the 1 st semester 2014 graduation action plan by student and recommend next steps.
Jan.	2	a. Review and provide feedback to JMCHS personnel based on their 2014 graduation action plan for Dec. through May based on final 2 nd semester enrollment, Acuity information, and updated credit analysis by cohorts.
Feb.	1	a. Review and provide feedback to JMCHS personnel based on their 2015 graduation action plan for Dec. through May based on final 2 nd semester enrollment, Acuity information, and updated credit analysis by cohorts. b. Review and provide feedback to JMCHS counselors and administrators based on their evaluation of 2014 cohort data as of monitoring completed by Feb. 1.
Mar.	1	a. Review and provide feedback to JMCHS personnel based on their 2016 graduation action plan for Dec. through May based on final 2 nd semester enrollment, Acuity information, and updated credit analysis by cohorts. b. Review and provide feedback to JMCHS counselors and administrators based on their evaluation of 2014 cohort data as of monitoring completed by March 1, especially students engaged in credit recovery or struggling with 2 nd semester courses.
Apr.	.5	a. Review and provide feedback to JMCHS counselors and administrators based on their evaluation of 2014 cohort data as of April 1.
May	.5	a. Review and provide feedback to JMCHS counselors and administrators based on their evaluation of 2014 cohort data as of May 1.
June	2	a. Review and provide feedback to JMCHS counselors and administrators based on their evaluation of 2014 cohort data as of May 1. b. Review and provide feedback to JMCHS counselors and administrators based on their evaluation and 2014-2015 planning for the 2015 and 2016 graduate cohorts.
Total Grad.	29 Days	

Month	Days	ELA ISTEP+ and ECA: Strategies / Outcomes
July	4	a. Clarify where and how all students who have failed ECA exams are being served within the master schedule and recommend adjustments as needed. b. Survey ELA teachers to better understand their current levels of expertise and academic need. c. Assist with updating plans for administering Acuity and other formative assessment exams in August. d. Assist in preparation of opening school professional development.
Aug.	6	a. Complete a Force Field and Cause & Effect Analysis of 2012 ELA test results with ELA teachers. b. Co-develop and facilitate professional development for teachers to increase the effectiveness of their application of ISTEP and ECA data at the school and course level. c. Co-develop and facilitate professional development to ensure ELA teachers understand WHAT it is they are to teach, the district pacing guide, Acuity and other resources. d. Co-develop and help facilitate professional development (including modeling and side-by-side coaching) to ensure classroom routines and procedures maximize learning in all math classrooms. e. Launch and facilitate bi-weekly collaborative ELA dept. meetings that include lesson

		planning, review of student work / mastery from previous weeks and plans for addressing students who "didn't get it."
Sept.	9	<ul style="list-style-type: none"> a. Work collaboratively with JMCHS personnel to clarify and outline ELA action plans for Oct. through December based on final enrollment, Acuity information, and performance analysis by assessments. b. Co-develop and facilitate professional development for teachers to increase the effectiveness of their application of ISTEP and ECA data at the student level. c. Provide professional development on high-impact teaching strategies (including modeling and side-by-side coaching) for current critical skills in collaboration with JMCHS coaches. d. Co-develop and help facilitate professional development (including modeling and side-by-side coaching) to ensure classroom routines and procedures maximize learning in all math classrooms. e. Collaboratively develop plans for cross-curriculum support to strengthen students' reading stamina that include measures for monitoring whether or not strategies are being used and the impact of their use. f. Collaboratively facilitate department meetings and instructional planning.
Oct.	6	<ul style="list-style-type: none"> a. Co-develop and facilitate professional development for teachers to increase the effectiveness of their application of ISTEP and ECA data at the student level, especially in regard to developing means for measuring student mastery of necessary skills versus completion of activities. b. Provide professional development on high-impact teaching strategies (including modeling and side-by-side coaching) for current critical skills in collaboration with JMCHS coaches. c. Provide professional development across content areas that clarifies strategies to be used to strengthen students' reading stamina that and measures for monitoring whether or not strategies are being used and the impact of their use. d. Collaboratively facilitate department meetings and instructional planning.
Nov.	6	<ul style="list-style-type: none"> a. Provide professional development on high-impact teaching strategies (including modeling and side-by-side coaching) for current critical skills in collaboration with JMCHS coaches. b. In collaboration with JMCHS coaches, monitor and measure the impact of reading stamina strategies. c. Participate in department meetings and instructional planning.
Dec.	3	<ul style="list-style-type: none"> a. Monitor and assist with ECA and Acuity test administration.
Jan.	9	<ul style="list-style-type: none"> a. Review and provide feedback to the ELA action plans for Jan. through May developed by JMCHS personnel to reflect updated enrollment, Acuity and other student/teacher information. b. Provide professional development on high-impact teaching strategies (including modeling and side-by-side coaching) for upcoming critical skills in collaboration with JMCHS coaches. c. In collaboration with JMCHS coaches, monitor and measure the impact of reading stamina strategies. d. Participate in department meetings and instructional planning.
Feb.	9	<ul style="list-style-type: none"> a. Provide professional development on high-impact teaching strategies (including modeling and side-by-side coaching) for current critical skills in collaboration with JMCHS coaches. b. In collaboration with JMCHS coaches, monitor and measure the impact of reading stamina strategies. c. Provide feedback and guidance to the JMCHS ELA coach regarding his/her participation and effectiveness in department meetings and instructional planning.
Mar.	3	<ul style="list-style-type: none"> a. Provide professional development on high-impact teaching strategies (including modeling and side-by-side coaching) for current critical skills in collaboration with JMCHS coaches. b. Provide feedback and guidance to the JMCHS ELA coach regarding his/her participation and effectiveness in department meetings and instructional planning.
Apr.	3	<ul style="list-style-type: none"> a. Review and provide feedback for April/May plans for administering ISTEP+, ECA, and end-



		<p>of-course exams.</p> <p>b. Provide professional development on high-impact teaching strategies (including modeling and side-by-side coaching) for current critical skills in collaboration with JMCHS coaches.</p> <p>c. Provide feedback and guidance to the JMCHS ELA coach regarding his/her participation and effectiveness in department meetings and instructional planning.</p>
May	3	<p>a. Review and provide feedback for April/May plans for administering ISTEP+, ECA, and end-of-course exams.</p> <p>b. Provide professional development on high-impact teaching strategies (including modeling and side-by-side coaching) for current critical skills in collaboration with JMCHS coaches.</p> <p>c. Provide feedback and guidance to the JMCHS ELA coach regarding his/her participation and effectiveness in department meetings and instructional planning.</p>
Total ELA	61 Days	

Month	Days	MATH ISTEP+ & ECA: Strategies / Outcomes
July	4	<p>a. Clarify where and how all students who have failed ISTEP+ exams are being served within the master schedule and recommend adjustments as needed.</p> <p>b. Ensure a system is in place and executed that verifies that all Math teachers know names and IEP requirements for all students assigned to them.</p> <p>c. Survey Math teachers to better understand their current levels of expertise and academic need.</p> <p>d. Assist with updating plans for administering Acuity and other formative assessment exams in August.</p> <p>e. Assist in preparation of opening school professional development.</p>
Aug.	6	<p>a. Complete a Force Field and Cause & Effect Analysis of 2012 Math test results with Math teachers.</p> <p>b. Co-develop and facilitate professional development for teachers to increase the effectiveness of their application of ISTEP and ECA data at the school and course level.</p> <p>c. Co-develop and facilitate professional development to ensure Math teachers understand WHAT it is they are to teach, the district pacing guide, Acuity and other resources.</p> <p>d. Launch bi-weekly collaborative planning among math teachers.</p> <p>e. Co-develop and help facilitate professional development (including modeling and side-by-side coaching) to ensure classroom routines and procedures maximize learning in all math classrooms.</p> <p>f. Launch and facilitate bi-weekly collaborative ELA dept. meetings that include lesson planning, review of student work / mastery from previous weeks and plans for addressing students who "didn't get it."</p>
Sept.	9	<p>a. Work collaboratively with JMCHS personnel to clarify and outline Math action plans for Oct. through December based on final enrollment, Acuity Information, and performance analysis by assessments.</p> <p>b. Co-develop and facilitate professional development for teachers to increase the effectiveness of their application of ISTEP and ECA data at the student level.</p> <p>c. Provide professional development (including modeling and side-by-side coaching) on high-impact teaching strategies for current critical skills in collaboration with JMCHS coaches.</p> <p>d. Co-develop and help facilitate professional development (including modeling and side-by-side coaching) to ensure classroom routines and procedures maximize learning in all math classrooms.</p> <p>e. Collaboratively facilitate department meetings and instructional planning.</p>
Oct.	6	<p>a. Co-develop and facilitate professional development for teachers to increase the effectiveness of their application of ISTEP and ECA data at the student level, especially in</p>

Proposal for John Marshall Community High School, 2013-2014
July 1, 2013



		<p>regard to developing means for measuring student mastery of necessary skills versus completion of activities.</p> <p>b. Provide professional development on high-impact teaching strategies (including modeling and side-by-side coaching) for current critical skills with JMCHS coaches.</p> <p>c. Collaboratively facilitate department meetings and instructional planning.</p>
Nov.	6	<p>a. Review and provide feedback to plans for administering Acuity, ECA and other high-stakes exams administered in December.</p> <p>b. Provide professional development on high-impact teaching strategies (including modeling and side-by-side coaching) for current critical skills in collaboration with JMCHS coaches.</p> <p>c. Participate in department meetings and instructional planning.</p>
Dec.	3	<p>a. Monitor and assist with ECA and Acuity test administration.</p>
Jan.	9	<p>a. Review and provide feedback to Math action plans for Jan. through May developed by JMCHS personnel to reflect updated enrollment, Acuity and other student/teacher information.</p> <p>b. Provide professional development on high-impact teaching strategies (including modeling and side-by-side coaching) for current and upcoming critical skills in collaboration with JMCHS coaches.</p>
Feb.	9	<p>a. Review and provide feedback for plans for administering Acuity during February.</p> <p>b. Provide professional development on high-impact teaching strategies (including modeling and side-by-side coaching) for current critical skills.</p>
Mar.	3	<p>a. Provide professional development on high-impact teaching strategies (including modeling and side-by-side coaching) for current critical skills in collaboration with JMCHS coaches.</p>
Apr.	3	<p>a. Review and provide feedback for April/May plans for administering ISTEP+, ECA, and end-of-course exams.</p> <p>b. Provide professional development on high-impact teaching strategies (including modeling and side-by-side coaching) for current critical skills in collaboration with JMCHS coaches.</p> <p>c. Provide feedback and guidance to the JMCHS ELA coach regarding his/her participation and effectiveness in department meetings and instructional planning.</p>
May	3	<p>a. Review and provide feedback for April/May plans for administering ISTEP+, ECA, and end-of-course exams.</p> <p>b. Provide professional development on high-impact teaching strategies (including modeling and side-by-side coaching) for current critical skills in collaboration with JMCHS coaches.</p> <p>c. Provide feedback and guidance to the JMCHS ELA coach regarding his/her participation and effectiveness in department meetings and instructional planning.</p>
Total Math	61 Days	

Month	Days	NEW TEACHERS: Strategies / Outcomes
July	6	<p>a. Develop "onboarding" professional development for all new teachers and staff members elaborating on the following topics: school goals, student attendance procedures, discipline and lesson plan procedures, IPS pacing guides, standardized testing and Acuity. Provide teachers a competency matrix of skills and routines to master.</p> <p>b. In collaboration with administrators and coaches develop a classroom-based support plan for every new teacher at least two periods daily the first 3 weeks of the school year.</p>
Aug.	12	<p>a. Provide professional development and classroom-based support for all new teachers on standards, classroom routines and August assessments.</p> <p>b. Transition new teacher support to Voyager and JMCHS coaches.</p>
Total New	18	



Teacher		
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Cost and Invoicing:

	Projected Days per Month*	Days per Quarter	Percentage of Services per Quarter	Amount Due per Quarter
July	34	113	46%	\$266,800
Aug.	51			
Sept.	28			
Oct.	20	53	22%	127,600
Nov.	20			
Dec.	13			
Jan.	27	59	24%	139,200
Feb.	22			
Mar.	10			
Apr.	8.5	21	8%	46,400
May	8.5			
June	4			
Totals	246	246	100%	\$580,000.00

*At least 80% of days will be provided on-site in the school and/or district.
 Costs include preparation for, follow-up from, and virtual support between on-site visits.

* RUSH *

EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)



Instructions for completing the EDS and the Contract process.

- 1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

AGENCY INFORMATION
14. Name of agency: Department of Education
15. Requisition Number: 000008133

16. Address: DOE-ACCOUNTING
151 W OHIO ST
INDIANAPOLIS, IN 46204

AGENCY CONTACT INFORMATION
17. Name: Emily Richardson
18. Telephone #: 233-9589
19. E-mail address: erichardson@doe.in.gov

COURIER INFORMATION
20. Name: Jim Holderman
21. Telephone #: 232-0517
22. E-mail address: jholderman@doe.in.gov

VENDOR INFORMATION
23 Vendor ID #: 0000119122
24. Name: CAMBIAN EDUCATION INC
25. Telephone #: (214) 929-6110

26. Address: SOPRIS VOYAGER
17855 N DALLAS PKWY STE 400
DALLAS, TX 75287

27. E-mail address: Vernon.Johnson@voyagerlearning.com
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) X Yes No

29. Primary Vendor: M/WBE
Minority: Yes X No
Women: Yes X No
30. If yes, list the %:
Minority: %
Women: %

31 Sub Vendor: M/WBE
Minority: Yes X No
Women: Yes X No
32. If yes, list the %:
Minority: %
Women: %

33. Is there Renewal Language in the document? X Yes No
34. Is there a "Termination for Convenience" clause in the document? X Yes No

1. EDS Number: A58-3-13OT-1178
2. Date prepared: 12/20/2012

3. CONTRACTS & LEASES
X Professional/Personal Services
Grant
Lease
Attorney
MOU
QPA
Contract for procured Services
Maintenance
License Agreement
Amendment#
Renewal #
Other

FISCAL INFORMATION
4. Account Number: 62620-59D00
5. Account Name: DOE DOEd Fund
6. Total amount this action: \$640,000.00
7. New contract total: 640,000.00
8. Revenue generated this action: \$0.00
9. Revenue generated total contract: \$0.00

10. New total amount for each fiscal year:
Year 2013 \$640,000.00
Year \$
Year \$
Year \$

TIME PERIOD COVERED IN THIS EDS
11. From (month, day, year): 9/1/2012
12. To (month, day, year): 8/31/2013
13. Method of source selection: Bid/Quotation, Emergency, Special Procurement, RFP#, X Other (specify) RFI 12-104

35. Will the attached document involve data processing or telecommunications systems(s)? Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes): IC 20-19-3-5

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)
The vendor was assigned by the State Board of Education, upon the recommendation of the Department of Education, to provide educational consulting and managing services as a lead partner to John Marshall Community High School per scoring under the state accountability system for the previous six years. Cambium dba Voyager will be providing services in order to meet specific goals, and in turn will aid in turning around John Marshall.

38. Justification of vendor selection and determination of price reasonableness:
The IDOE issued a request for information via the IDOA. The IDOE evaluated the responses and presented its findings to the State Board of Education (SBOE) through a public meeting. The SBOE approved the IDOE's recommendations. Voyager responded to the RFI and the SBOE's August minutes are attached.

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)
This contract was submitted as soon as all details were finalized.

40. Agency fiscal officer or representative approval
41. Date Approved 1/10/13
42. Budget agency approval
43. Date Approved 1/16/13
44. Attorney General's Office approval
45. Date Approved 17 Jan 13
46. Agency representative receiving from AG
47. Date Approved



RECEIVED
JAN 17 2013
OAG-ADVISORY

REQUISITION

Ship To: IN Department of Education
Accounting Dept.
151 W OHIO ST
INDIANAPOLIS IN 46204

Bill to: IN Department of Education
Accounting Dept.
151 W OHIO ST
INDIANAPOLIS IN 46204

Requisition No. 000008133	Date 12/28/2012	Required Date	Page 1 of 1
Fund/Account: 62620 / 531010		Dept Number: 023047	
Project Number: 7000S377A100015		Requisition Number: 000008133	
Requestor: M254188		Melissa Ann Covey	
Agency Number: 00700		Department of Education	
Facility:			

MUST COMPLETE FOR ICPR
 Print REQ
 Streamline Eligible

Line	Item	Description	Quantity	UOM	Unit Price	Ext Amt
1-1		TO ENCUMBER FUNDS. RECEIVE BY AMOUNT ONLY. A583130T1178	1.0000	MON	640,000.0000	640,000.00

Vendor: 0000119122 CAMBIAN EDUCATION INC

<< The vendor was assigned by the State Board of Education, upon the recommendation of the Department of Education, to provide educational consulting and managing services as a lead partner to John Marshall Community High School. John Marshall scored in the lowest category designation under the state accountability system for the previous six years. Cambium dba Voyager will be providing services in order to meet specific goals, and in turn will aid in turning around John Marshall. >>

The following UN/CEFACT Unit of Measure Common Codes are used in this document:
MON Month

Requisition Total \$ 640,000.00

<p><i>M. Dye for</i></p> <p>Requestor Signature</p> <p style="text-align: center;">M. Covey</p>	<p style="text-align: center;">I certify that the item[s] requested is [are] necessary for the operation of this State Agency.</p> <table style="width: 100%;"> <tr> <td style="width: 60%;">Printed Name of Agency Head or Authorized Employee</td> <td style="width: 40%;">Authorized Signature</td> </tr> <tr> <td style="text-align: center;">Beverly Flanagan</td> <td style="text-align: center;"><i>Beverly D. Flanagan</i></td> </tr> </table>	Printed Name of Agency Head or Authorized Employee	Authorized Signature	Beverly Flanagan	<i>Beverly D. Flanagan</i>
Printed Name of Agency Head or Authorized Employee	Authorized Signature				
Beverly Flanagan	<i>Beverly D. Flanagan</i>				

PROFESSIONAL SERVICES CONTRACT
EDS #A58-3-13OT-1178

This Contract ("this Contract"), entered into by and between the **Indiana Department of Education** (the "State" or IDOE) and **Cambium Education, Inc. dba Voyager Education Services** (the "Contractor"), 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. Contractor shall perform certain duties and obligations, as more fully set forth herein, to observe, analyze, and evaluate the school(s) ("school" or "turnaround academy") to which it is assigned, to identify all issues present at the school(s) 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 **Exhibit A** (the "Services"). The Services 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/does/lead_partner_rfi_5_23_11.pdf :
<http://www.doe.in.gov/sites/default/files/turnaround/lead-partner-rfi-due-5162012.pdf>

Initial	Date
SPA	1/16
[Signature]	[Signature]

2. Consideration. The Contractor shall be paid at the rate of **\$640,000.00** in accordance with the Budget in **Exhibit B** for performing the duties set forth above. Total remuneration under this Contract shall not exceed **\$640,000**.

3. Term. This Contract shall be effective for a period of one year. It shall commence on **September 1, 2012**, and shall remain in effect through **August 31, 2013**.

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. They shall make such materials available at their 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 material 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 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.

The State shall have the authority to assign to the executive of a city or county certain duties and obligations set forth herein upon the State sending written notification of the assignment to the Contractor and the School Corporation. In the event the State assigns any of its duties and obligations under this Contract, the State shall have no further obligation to the Contractor with respect to those duties and obligations (except the obligations the State shall have to fund the School pursuant to Section 2 above), unless and until such assignment is modified or terminated. Any obligation to the Contractor with respect to the assigned duties and obligations shall be borne by the assignee. In the event the assignment is terminated, the State shall resume obligation for the previously assigned duties and obligations and shall notify the Contractor and School Corporation of the same.

6. 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.

7. 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.

The State considers the Contractor to be a "vendor" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), 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 (Audit 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. The audit shall be an audit of the actual entity, or 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.

8. 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.

9. 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.

10. 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. 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 should 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 under 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 its 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.

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 hereby 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:

(1) 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 Solicitations 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, 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.

I. As required by IC §5-22-16.5, the Contractor certifies that the Contractor is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC §5-22-16.5-14 including termination of this Contract, denial of future state contracts, as well as imposition of a civil penalty.

11. 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.

12. 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 without the prior written consent of the State.

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 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.

13. 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 its best efforts and cooperation to effect 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 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 practicable 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).

14. 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.

15. 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, then the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect all monies due up to and including the date of termination..

16. 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 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 shall submit the dispute in writing according to the following procedure:

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 administrative decision 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 arbitration or 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.

D. 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 Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

17. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, 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 paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, 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.

18. Employment Eligibility Verification. As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that:

A. The Contractor does not knowingly employ an unauthorized alien.

B. 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.

C. 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.

D. 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

19. Employment Option. (This clause deleted by agreement of the parties)

20. 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 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 party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

21. Funding Cancellation. When the Director of the State Budget Agency 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 the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

23. HIPAA Compliance. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

24. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the State, IDOE, the Indiana State Board of Education, and their its agents, officers, 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.

25. Independent Contractor; Workers' Compensation Insurance. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership, association or joint venture agreement between the parties. 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 provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

26. Information Technology Enterprise Architecture Requirements. If 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 Contractor fails to cure a breach of this provision within a reasonable time.

27. Insurance. The 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:

A. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of not less than \$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.

1. 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.
2. Errors and omissions liability coverage with minimum liability coverage of \$1,000,000 per occurrence or per claim made and \$1,000,000 in the aggregate. The Contractor shall immediately notify the State in the event the Contractor changes its insurer.

3. 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.

C. 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 agency before the commencement of this Contract.

28. Key Person(s). (This clause deleted by agreement of the parties)

29. Licensing Standards. The Contractor and 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 State immediately and the State, at its option, may immediately terminate this Contract.

30. 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.

31. Minority and Women's Business Enterprises Compliance. (This clause deleted by agreement of the parties.)

32. 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's 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. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

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

33. Notices 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:

Superintendent of Public Instruction
Indiana Department of Education
115 W. Washington Street, South Tower, Suite 600
Indianapolis, IN 46204
Fax Number: 317-232-8004

With a copy to:

General Counsel
Indiana Department of Education
Office of Legal Affairs
115 W. Washington Street, South Tower, Suite 600
Indianapolis, IN 46204
Fax Number: 317-232-0744

B. Notices to the Contractor shall be sent to:

Vernon Johnson
President, Voyager
17855 Dallas Parkway, Suite 400
Dallas, Texas 75287
Fax Number: 214-424-6228

With a copy to:

General Counsel
Cambium Education, Inc.
17855 N. Dallas Parkway, Suite 400
Dallas, TX 75287

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 Contractor with the Indiana Auditor of State.

D. All notices required or permitted by this Contract shall be in writing and shall be either personally delivered or sent by nationally-recognized overnight courier, or by registered or certified U.S. mail, postage prepaid, addressed as set forth above (except that a Party may from time to time give notice

changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally-recognized overnight courier, on the date set forth on the receipt or upon the earlier of the date set forth on the receipt of registered or certified mail or on the fifth day after mailing.

34. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity between this Contract and the Form Contract shall be resolved by giving precedence to this Contract. Thereafter, precedence is given in the following order: (1) exhibits to the Contract, (2) Request for Information 11-74, 12-104, (3) Contractor's response to Request for Information 11-74, 12-104, and (4) attachments prepared by the Contractor in response to RFI 11-74, 12-104. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

Initial	Date
SA	1/11/11
AK	1/11/11

35. 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 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. Use of these 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.

36. Payments

A. All payments shall be made 35 days 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. 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.

37. 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.

38. Progress Reports. The Contractor shall submit written progress reports as requested by the IDOE. The Contractor shall also meet, either in person, via phone, or through other technology, with IDOE staff to provide updates to them. The Contractor shall also submit to the IDOE any other written plans, surveys, or analysis required under Exhibit A: Scope of Work Agreement for Contractor upon request.

The IDOE reserves the option to request that the Contractor make presentations at Indiana State Board of Education meetings. These reports and meetings shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

39. Public Record. The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on its website as required by Executive Order 05-07. Use by the public of the information contained in this Contract shall not be considered an act of the State.

40. Renewal Option. This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC §5-22-17-4. The Contract may be renewed by the IDOE, at its option, in one (1) year increments for up to two (2) additional years following the expiration of the initial term. Following the expiration of the initial term, the IDOE reserves the right to make the decision to renew the contract based on a number of considerations, including but not limited to default by the Contractor, conditions caused by the School Corporation, and failure of the Contractor to meet established end of the 2012-2013 school year benchmarks.

41. 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.

42. 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.

43. 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.

44. 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 agreement 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.

45. Termination

A. Termination for Default. 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, including, but not limited to attaining the goals set forth in paragraphs 45(C) and (D), as well as Exhibit A: Scope of Work Agreement for Contractor.

B. Termination Due to Conditions Caused by the School Corporation. With the provision of thirty (30) days notice to the Contractor, the State may terminate this Contract, in whole or in part, if the School Corporation does not make good-faith efforts to collaborate and partner with the Contractor in fulfilling the obligations outlined in this Contract.

C. Termination for to Failure to Meet Established Benchmarks by the End of the First Semester 2012. During the first semester of 2012, DOE will monitor and evaluate the progress the Contractor is making toward meeting the annual goals. At the conclusion of the first semester IDOE will analyze available ECA and Acuity results, along with other available and relevant data, to assess if Contractor is making sufficient progress towards annual goals being made. Specifically, IDOE will look at the following data points in making its determination:

1. At least five of nine quality indicators show improvement from the 2011-2012 evaluation based on the Mass Insight Framework for High-Performing, High Poverty Schools;
2. At least 40% of students demonstrating that they are on pace to pass both the ISTEP+ English/Language Arts and Math assessments as demonstrated by their predictive Acuity scores;
3. At least 40% of students passing both ECA English 10 and Algebra I assessments during the winter 2012 testing window; and
4. At least 50% of high school seniors are on pace to graduate high school without a waiver.

If Contractor fails to meet one or more of the goals set forth above, IDOE may immediately terminate this Contract.

D. Termination for to Failure to Meet Established Benchmarks by the End of the 2012-2013 School Year. At the conclusion of the 2012-2013 school year, IDOE will analyze available student data and assess if Contractor met the annual goals set forth below:

1. 12% increase in the percentage of students passing both the ISTEP+ English/Language Arts and Math assessments as compared to the percentage of students passing both in 2011-2012;
2. 12% increase in the percentage of students passing both ECA English 10 and Algebra I assessments as compared to the percentage of students passing both in 2011-2012; and
3. 15% decrease in the percentage of students graduating with waivers, as compared with the 2011-2012 rate.

If Contractor fails to meet one or more of the goals set forth above, IDOE may immediately terminate this Contract.

E. 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.

F. 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.

G. 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.

46. Travel. No expenses for travel will be reimbursed unless specifically permitted under the scope of the services or consideration provision. 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.

47. 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 the 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.

48. 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.

49. 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 2012 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** (Reference to Budget in Exhibit B added)
5. **Assignment; Successors** (Modified)
7. **Audits** (Modified)
10. **Compliance with Laws** (Section A modified)
15. **Default by State** (Modified)
16. **Disputes** (Modified)
19. **Employment Option** (Entire clause deleted by agreement of the parties)
24. **Indemnification** (Modified)
25. **Independent Contractor; Workers' Compensation Insurance** (Modified)
27. **Insurance** (Section 2 replaced, numbering added for Section 3)
28. **Key Person(s)** (Entire clause deleted by agreement of the parties)
31. **Minority and Women's Business Enterprises Compliance** (Entire clause deleted by agreement of the parties)
33. **Notices to Parties** (Modified)
34. **Order of Precedence; Incorporation by Reference** (Modified)
36. **Payments** (Modified)
37. **Penalties/Interest/Attorney's Fees** (Modified)
38. **Progress Reports** (Modified)
40. **Renewal Option** (Modified)
45. **Termination for Default** (Modified)

50. Expanded Criminal Background (Clause added)

51. Confidential Information (Clause added)

50. 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.

51. 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.

B. 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.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

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 of Indiana have, through their duly authorized representatives, entered into this Contract. The parties, having read and understand the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

**Cambium Education, Inc.
dba Voyager Education Services**

By: *Brad Almond*
Printed Name: Brad Almond
Title: CFO
Date: 12/26/12

Indiana Department of Education

By: *[Signature]*
Printed Name: HEATHER A. LAR
Title: CHIEF OF STAFF
Date: 1/2/13

Approved by:

Indiana Office of Technology
N/A not IT related
Brian Arrowood, Chief Information Officer
Date: _____

Approved by:

Department of Administration
Mark G. Hengeman FOR
Robert D. Wynkoop, Commissioner
Date: 1-15-2013

Approved by:

State Budget Agency
[Signature]
Christopher D. Atkins, Director
Date: 1/18/13

Approved by: *Form and Legality*

Office of the Attorney General
[Signature]
Gregory F. Zoeller, Attorney General
Date: 17 Jan 13

Exhibit A

Exhibit A: Scope of Work Agreement for Contractor

GOAL 1: Increase Leadership Effectiveness. The Contractor will support district and school leadership in strengthening the infrastructure, systems and leadership needed to support immediate and ongoing school improvement as measured by student achievement and graduation rates. Specific strategies will include the following.

Key Action Steps

- 1A) Create, execute, and monitor a meaningful and high-impact School Improvement Plan (SIP).
- 1B) Explicitly align staff and resources to prioritized instructional goals.
- 1C) Teach school administrators how to evaluate and maximize school funding resources.
- 1D) Strengthen operations to overtly support students and parents as customers and students' engagement in academic learning.
- 1E) Teach the use of specific communication protocols and procedures that incorporate the use of goals, data, empathy, process management, accountability, best practices and clear outcomes.

GOAL 2: Increase Students' Self-Management, Responsibility and Positive Leadership. The Contractor will support district and school leadership in strengthening the infrastructure and systems needed to increase students' self-management, responsibility and positive leadership by increasing students' time in class and participation in positive leadership or learning experiences. As students increase their skills to effectively manage their own social and work-related behavior they will be better prepared for post-secondary success because of their improved social and emotional skills *and* the transition of some school resources from safety to instruction. Specific strategies will include the following.

Key Action Steps

- 2A) Survey students and staff.
- 2B) Inventory and evaluate students' current opportunities for leadership and engagement.
- 2C) Establish, communicate and implement common routines and expectations throughout the school including the use of posters and an evaluation and potential update of the Student Handbook.
- 2D) Provide, model and teach staff common, respectful, problem-solving language and strategies for preventing, responding to and de-escalating behavior problems.
- 2E) Consistently implement user-friendly, timely technology to document, analyze, communicate and respond to disciplinary infractions and consequences.
- 2F) Incorporate proactive services to identified students or staff needing support with social/emotional or behavior issues as a part of a routinely implement RTI (Response to Intervention) plan.

GOAL 3: Improve Instructional Quality and Outcomes. The Contractor will support district and school leadership in strengthening the infrastructure and systems needed to improve instructional quality and outcomes with an emphasis on math and literacy during 2012-2013. Initial implementation is expected to integrate the following: support for existing, high-potential district or building initiatives, thoughtful abandonment of lower-impact activities, and the careful addition of strategies needed to fill priority needs.

If provided the opportunity to work with JMCHS beyond the 2012-2013 school year, strategies will include increased work across the content areas and more detailed, vertical planning with the elementary schools.

Key Action Steps

- 3A) Create and implement a professional development plan following an assessment of professional development needs.
- 3B) Inventory and evaluate actual, potentially available, and desired core and intervention resources and practices.
- 3C) Analyze and monitor the current master schedule to maximize student learning.
- 3D) Analyze and monitor the assignment and delivery of instruction for special population students by name across the master schedule.
- 3E) Facilitate the purchase or acquisition of instructional materials needed to fill prioritized gaps.
- 3F) Provide job-embedded coaching to support teachers in delivering intervention strategies with accuracy and fidelity.
- 3G) Increase AP/dual credit/honors and/or college credit opportunities within the master schedule beginning with the 2nd semester.
- 3H) Create, implement and monitor a building-level system (with an emphasis on core instructional areas) that
 - identifies and focuses on prioritized instructional needs;
 - drives the ongoing alignment of curriculum, instruction and assessment;
 - supports and monitors effective teaching strategies including job-embedded coaching and side-by-side teaching;
 - embeds technology-supported formative assessment;
 - incorporates the district's use of the 8-step strategy;
 - integrates and monitors the impact of targeted interventions.

GOAL 4: Increase Student Graduation without Waivers. The Contractor will support district and school leadership in strengthening the infrastructure and systems needed to maintain or increase the graduation rate while increasing the number and percentage of students graduating without waivers. Specific strategies will include the following.

Key Action Steps

- 4A) Create, implement and monitor a system for personally supporting every JMCHS student with an individual plan for high school graduation and beyond.
- 4B) Strengthen the opportunities for - and outcomes of - student support services including credit recovery, extended day and community partnerships.
- 4C) Incorporate the identification of and response to at-risk or overage students in the ongoing RTI plan including prompt attention to newly enrolled students throughout the school year.

GOAL 5: Involve Parent/Community Partnerships. The Contractor will support school leadership in strengthening the infrastructure and systems needed to maximize parent and community partnerships to increase academic achievement and graduation rates (without waivers) for JMCHS students. Specific strategies will include the following.

Key Action Steps

- 5A) Survey parents and community members.
- 5B) Host information meetings for parents and communities.
- 5C) Strengthen and align partnerships with parents, corporations, churches, community agencies and higher education to further support student achievement.
- 5D) Develop systems for posting and continually updating information including site-based signage and maps in addition to technology-supported communication including the school website.
- 5E) Create and implement an ongoing marketing plan that highlights the school's and students' strengths and successes to reposition the perception of JMCHS as "the place to be."

GOAL 6: Strengthen the Impact of District and School Resources. The Contractor will support district and school leadership in strengthening the systems needed to minimize barriers to student achievement and maximize the outcomes of overall resources. Specific strategies will include the following.

Key Action Steps

- 6A) Contractor will share information and prioritized recommendations following the School Discovery Process regarding instruction, leadership, and school strengths and weaknesses.
- 6B) District will support contractor recommendations regarding personnel and use of SIG funds.
- 6C) District support in facilitating technology and human resource needs.
- 6E) Contractor will facilitate ongoing, collaborative planning with contractor, school, district and state leadership.
- 6F) Contractor and district will host an Education Summit as a means for JMCHS staff and students to showcase and share their accomplishments.

Summary of Project Components and Deliverables

- **Prework consisting of 11 days** to assess needs throughout the schools via surveys, observations, and data analysis.
- **Planning consisting of 10 days** to determine best pathways to success.
- **Leadership capacity consisting of 21 days** for creation and implementation of a professional development plan, for inventory of core and intervention curriculum, to analyze and monitor master schedule, to analyze and monitor special populations, and to facilitate the purchase of materials to fill prioritized gaps (i.e. increase AP/dual credit/ etc).
- **Overall instruction consisting of 64 days** for job-embedded coaching and instructional operations.
- **Interventions consisting of 59 days** for job-embedded coaching.
- **Onsite support** to be provided weekly through November, three of four weeks through April and two of four weeks through June.

Overcoming Barriers to Success

- In an effort to eliminate barriers to success, the contractor will establish ongoing monitoring protocols and procedures, including behavioral and instructional data, to verify successful actions toward goals.
- Data from monitoring procedures, as well as instructional and behavioral data, will be used to evaluate and identify root causes, resources, and actions when monitoring signals stagnant or decreased gains toward success.
- Consistent re-evaluation and adjustment of strategies will take place when necessary, including re-evaluation against other effective schools across the nation when planned and/or anticipated solutions are not deemed effective.
- The Contractor will seek the expertise of various consultants and untapped partnerships within the community to identify need actions and/or resources.
- The Contractor will maintain collaboration with district and state for reallocation of resources.

Performance Goals

At the end of the first semester, IDOE will analyze available ECA and Acuity results to assess if sufficient progress towards the annual goals is being made. Specifically, IDOE will look for the following:

- At least **five of nine school quality indicators show improvement** from the 2011-2012 evaluation based on the Mass Insight Framework for High-Performing, High-Poverty Schools (action against adversity; close student-adult relationships; safety, discipline, and engagement; shared responsibility for achievement; personalization of instruction; professional teaching culture; resource authority; resource ingenuity; agility in the face of turbulence),
- At least **40% of students** demonstrating that they are **on pace to pass** both the **ISTEP+** English/Language Arts and Math assessments as demonstrated by their predictive Acuity scores
- At least **40% of students** passing both **ECA English 10** and **Algebra I** assessments during the **winter 2012** testing window
- At least **50% of high school seniors** are **on pace to graduate high school without a waiver**

If one or more of these goals are not met, IDOE will review the efficacy of the Lead Partner intervention and may consider an immediate revision to its recommendation, including the assignment of a turnaround school operator during the second semester.

While Voyager Learning's plan aligns with the best practices for Lead Partner services, specific student achievement goals must be achieved for this intervention to continue beyond 2012-2013.

- **12% increase** in the percentage of students passing both the **ISTEP+** English/Language Arts and Math assessments
- **12% increase** in the percentage of students passing both the **ECA English 10** and **Algebra I** assessments
- **15% decrease** in the percentage of students **graduating with waivers**

If one or more goals are not met, IDOE may recommend that the State Board of Education revisit the intervention. If the Lead Partner approach is deemed ineffective, IDOE may recommend that the intervention be modified to a Turnaround School Operator.

Anticipated, Itemized Professional Services (Pending Completion of Discovery)

Employee Column eliminated since not applicable

Expenditure Account	Specific Activities Anticipated in the Pre-Work Phase (July –September) Discovery	Specific Activities Anticipated in the Planning Phase (September) School Improvement Plans	Specific Activities Anticipated to Support Building Leadership Capacity (September – June) Leadership and School Improvement Teams	Specific Activities Anticipated to Support Overall, Ongoing Instruction (September – June) Quality Instruction	Specific Activities Anticipated to Support Effective Intervention (September – June) RTI and Fidelity of Implementation
<p>Leadership: Support the creation of a functioning and effective School Improvement Plan</p>	<p>Understanding What Is and Sharing Information Meet collaboratively with state, district and school leadership. Review past data and school improvement plans. Analyze the alignment of current resources to school improvement needs. Implement a formal Discovery process during the last week of August.</p>	<p>Finalize / Launch the SIP Finalize the SIP following Discovery and the root cause analysis. Benchmark against similar but higher performing schools. Align all funding, staff and resources to state goals and SIP initiatives. Clarify and distribute roles, responsibilities and an organizational reporting structure. Prioritize intervention and instructional needs.</p>	<p>SIP: Leadership Capacity Clarify and align staff roles and responsibilities to explicitly support the SIP and prioritized instruction. Teach the School Leadership Team and PLC strategies for driving and monitoring ongoing alignment of practice with prioritized school goals.</p>	<p>SIP: Quality Instruction Create and implement a school-wide professional development plan reflecting a staff needs assessment. Collect, analyze and respond to interim data specific to state and SIP goals.</p>	<p>SIP: Intervention Execute training and side-by-side coaching to increase success of intervention implementations. Collect, analyze and respond to interim data specific to goals of SIP.</p>
<p>Leadership: Student and Instructional Focus</p>	<p>Understanding What Is Observe staff, student and parent interactions and procedures in common areas and classrooms with a focus on student behavior and procedures and their impact on academic learning.</p>	<p>SIP Recommendations Determine a common framework for approaching students and parents with empathy, support and a problem-solving demeanor focused on increasing student learning.</p>	<p>Leadership Capacity Develop, teach and reinforce a common language and framework when working with parents and students that includes: empathy, support, problem solving and a persistent focus on student learning.</p>	<p>Quality Instruction Teach all adults in the school a common language and framework for working with students and parents with a focus on increasing students' engagement in academic learning.</p>	<p>Intervention Provide support for adults experiencing difficulty in implementing the common approach toward students focused on increasing student engagement in academic learning.</p>

<p>Leadership: Learning and Focused Operations</p>	<p>Understanding What Is Analyze the impact of operations and procedures across the school (including transportation, enrollment, attendance, tardies, transportation, food services and in-school suspension) on student learning.</p>	<p>SIP Recommendations Include recommendations for refining operations and procedures to further support student learning.</p>	<p>Leadership Capacity Implement improvement recommendations related to operations and procedures across the school (including transportation, enrollment, attendance, tardies, transportation, food services and in-school suspension).</p>	<p>Quality Instruction Monitor and refine implementation of new procedures in light of their impact on student achievement.</p>	<p>Intervention Monitor and refine implementation of new procedures in light of their impact on student achievement.</p>
<p>Leadership: Communication</p>	<p>Understanding What Is Analyze the impact of formal and informal communication structures and their impact on student learning including: - human resources - requisitions and supplies - within content areas - across content areas - between administrators and faculty/staff - between counselors and faculty/staff</p>	<p>SIP Recommendations Improve communication protocols and procedures where they will have the greatest impact on student learning. Incorporate the use of goals, data, empathy, process management, accountability, best practices, documentation and clear outcomes.</p>	<p>Leadership Capacity Model and provide the structure for selected communication protocols and procedures. Coach and provide feedback to building and teacher leaders in using communication protocols and procedures.</p>	<p>Quality Instruction Teach faculty and staff new communication protocols and procedures. Coach and provide feedback to faculty and staff in using communication protocols and procedures.</p>	<p>Intervention Coach and provide feedback to faculty and staff regarding the use or modification of protocols in challenging situations.</p>
<p>Student Self-Management, Responsibility, And Positive Leadership Using Data</p>	<p>Understanding What Is Survey students and staff. Review previous year's data. Evaluate the current use of technology to support student discipline and positive support systems.</p>	<p>SIP Recommendations Communicate and respond to survey results. Create plans to address needs identified in previous year's data. Ensure recommended plans are supported by research and best practice</p>	<p>Leadership Capacity Train and initiate the use of a technology based system to document and organize ongoing discipline data. Ensure ongoing discipline decisions are data-based, documented and consistent with district and building policy and practice.</p>	<p>Quality Instruction Monitor and support the use of documenting discipline data. Identify, communicate and respond to trends observed in discipline data.</p>	<p>Intervention Provide support to individual staff and students identified through the data. Identify, communicate and respond to overall trends observed in discipline data.</p>

<p>Student Self-Management, Responsibility, And Positive Leadership Strengthening RTI</p>	<p>Understanding What Is Gather and organize demographic and historical information for students already identified as high need including pregnancies, medical conditions and offenses related to drugs, alcohol or weapons.</p>	<p>SIP Recommendations Identify potential research-based responses and community resources to proactively plan for high need students.</p>	<p>Leadership Capacity Strengthen the existing RTI system as needed to prevent and respond to extreme student behaviors, i.e. truancy, drop-out, acting out, depression, drugs, weapons, etc.</p>	<p>Quality Instruction Integrate the ongoing use of discipline data into RTI meetings to thoughtfully address potential student concerns and monitor previously identified students.</p>	<p>Intervention Provide modeling and side-by-side coaching for teachers identified as struggling with student behavior and social/emotional support.</p>
<p>Student Behavior: Preventing Problems</p>	<p>Understanding What Is Observe staff, student and parent interactions and procedures in common areas and classrooms with a focus on student behavior and procedures and their impact on academic learning. Review and compare the school's Student Handbook and District Discipline Policies with what is observed in actual practice.</p>	<p>SIP Recommendations Develop an ongoing system for monitoring, responding to, analyzing and proactively planning for variations in student behavior. Strengthen systems for teaching and reinforcing positive social skills and responsible behavior across grade levels. Strengthen opportunities and options for students to participate in positive leadership activities.</p>	<p>Leadership Capacity Create common systems and routines to support students in routinely and independently demonstrating positive social skills and responsible behavior.</p>	<p>Quality Instruction Integrate common language and explicit instruction to: -increase students' skills in successfully navigating social situations both in and out of school; -increase students' skills in implementing responsible behaviors related to success in their immediate schooling and post-secondary success (including planning and applying for post-secondary opportunities).</p>	<p>Intervention Adjust and modify instruction related to increasing social skills and responsible behavior to meet the needs of special populations.</p>
<p>Instruction: Use of Data</p>	<p>Understanding What Is Analyze technology used to measure and respond to ongoing student learning.</p>	<p>SIP Recommendations Identify and implement technology to measure and respond to ongoing student learning.</p>	<p>Leadership Capacity Measure and respond to student learning by collaboratively adjusting building level resources and supporting teachers as needed.</p>	<p>Quality Instruction Support and monitor teachers' use of data to measure and guide overall student learning as part of the 8-step method.</p>	<p>Intervention Use data to measure and guide student learning for identified high-need students as part of the 8-step method.</p>

Instruction: Understanding What and How to Teach	Understanding What Is Assess teachers' professional development needs.	SIP Recommendations Develop a plan to address the teachers' professional development needs	Leadership Capacity Implementing the plan to address teachers' professional development needs beginning	Quality Instruction Collaboratively analyze and align pacing and curriculum guides, instructional materials	Intervention Provide job-embedded coaching including modeling, side-by-side teaching and a
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	<p>Conduct high level assessment of alignment of curriculum, materials, instruction and assessment.</p>	<p>beginning with prioritized instructional areas.</p>	<p>with prioritized instructional areas.</p>	<p>and assessments. Provide job-embedded coaching including modeling, side-by-side teaching and a gradual release model to strengthen students' learning in every prioritized classroom.</p>	<p>gradual release model to strengthen students' learning in every prioritized classroom specific to interventions in place</p>
<p>Instruction: Formative Assessment</p>	<p>Understanding What Is Review the alignment of currently available and utilized formative assessments with identified summative exams.</p>	<p>SIP Recommendations Implement the 8-step Process including effective formative assessments across all content areas.</p>	<p>Leadership Capacity Participate in 8-step Process meetings for core academic areas.</p>	<p>Quality Instruction Support the effective facilitation of 8-step meetings as prescribed by the district including the implementation of formative assessment.</p>	<p>Intervention Support regular classroom teachers in identifying and implementing strategies for increasing the success of struggling students in the regular classroom.</p>
<p>Instruction: Materials</p>	<p>Understanding What Is Clarify the availability, use and teachers' perception of current instructional materials.</p>	<p>SIP Recommendations Address identified gaps in instructional materials.</p>	<p>Leadership Capacity Identify funding and resources to meet prioritized needs. Secure necessary resources. Ensure all purchases are aligned with prioritized needs and supported by research or clearly identified best practices.</p>	<p>Quality Instruction Decisions based on evaluation of instructional materials are embedded in the grade level planning meetings.</p>	<p>Intervention Teachers coached and supported through evaluating materials used based on instructional goals.</p>

<p>Instruction: Assessment</p>	<p>Understanding What Is Evaluate teachers' understanding of current summative assessments and graduation requirements. Review teachers' grade books for alignment with standards and summative assessments.</p>	<p>SIP Recommendations Map out Type 1, 2 and 3 assessments 1: state and national testing 2: district developed or purchased 3: school, department or teacher developed with a focus on alignment for prioritized goals and their impact on instruction.</p>	<p>Leadership Capacity Establish structures, or support the existing 8-step method, to support teachers' creation and use of ongoing formative assessments. Establish expectations regarding grade books and begin monthly grade book reviews with a focus on alignment.</p>	<p>Quality Instruction Establish connections and meaning among different types of assessments for students and teachers.</p>	<p>Intervention Support teachers in scaffolding or providing alternative instruction in response to formative assessment data.</p>
<p>Instruction: Struggling Students Exhibit A, page 12 of 3</p>	<p>Understanding What Is Map out current student achievement and identify student needs by name. Evaluate existing RTI procedures, interventions and materials.</p>	<p>SIP Recommendations Proactively plan interventions based on the immediate analysis of student needs. Identify and order additional intervention materials, as needed.</p>	<p>Leadership Capacity Refine or establish RTI procedures as needed to be effective in responding to student needs.</p>	<p>Quality Instruction Train and coach staff in the delivery of intervention strategies.</p>	<p>Intervention Monitor and refine responses to student needs identified through the RTI protocol.</p>
<p>Instruction: Special Populations</p>	<p>Understanding What Is Map out the distribution of inclusion, ELL and other high need students across classrooms, content areas and teachers.</p>	<p>SIP Recommendations Examine the alignment of special education IEPs, instruction, grading, discipline and referrals in light of legislation and policy.</p>	<p>Leadership Capacity Ensure adequate resources are provided across the master schedule based on the distribution of student needs.</p>	<p>Quality Instruction Develop and implement a plan in response to the results of the comprehensive review of special education provided as part of the SIP.</p>	<p>Intervention Develop and implement a plan in response to the results of the comprehensive review of special education provided as part of the SIP.</p>
<p>Instruction: All Students Beginning with Seniors</p>	<p>Understanding What Is Identify progress toward graduation (without a waiver) for every student by name.</p>	<p>SIP Recommendations Increase strategies for preventing and responding to over-age students to support a timely graduation without a waiver.</p>	<p>Leadership Capacity Develop a system that provides every student with a relevant, personalized education plan that extends 2-years beyond high school graduation.</p>	<p>Quality Instruction Monitor and respond to progress toward graduation by name for every student on a scheduled 3-week rotation.</p>	<p>Intervention Provide support in identifying at-risk students and ensuring interventions are achieving desired results.</p>

Graduation: Course Credits	Understanding What Is Analyze the availability of the following: credit recovery, honors or advanced courses, AP, and other opportunities to earn college credit.	SIP Recommendations Prioritize and address needs in regard to credit recovery, advanced learning, AP and opportunities to earn college credit.	Leadership Capacity Refine the 1 st and 2 nd semester schedule to maximize credit recovery opportunities as needed by students. Update the 2 nd semester schedule to include increased opportunities for honors, advanced and college credit courses.	Quality Instruction Participate in professional development as needed to support additional sections or courses.	Intervention Integrate the use and monitoring of credit recovery into the entire RTI process.
Parent/Community Information and Partnerships	Understanding What Is Survey parents and community members. Host information meetings to learn about current partnerships, perceptions and needs.	SIP Recommendations Develop strategies for strengthening and aligning partnerships to further support student achievement. Develop systems for continually updating school information both onsite and online. Create and implement a marketing plan to improve students', parents', districts' and community's perception of JMCHS.	Leadership Capacity Show administrators how to more tightly align and implement parent, community, business and educational partnerships that further support student achievement. Help administrators develop a system for clarifying and updating online and onsite information with a focus on continually improving customer service. Help administrators develop a system for intentionally marketing JMCHS throughout the school year.	Quality Instruction Develop partnerships with colleges or other post-secondary schools to increase students' opportunities to participate in advanced courses while still in high school. Conduct parent/student orientation meetings for all grade levels. Personally review every student's graduation plan with both the student and a guardian or parent.	Effective Intervention Develop partnerships with community resources to provide additional social/emotional and other support systems for students with special needs.
Maximizing District and School Resources	Understanding What Is Hold district and school discovery days. Participate in collaborative meetings with district administrators prior to district and school discovery.	SIP Recommendations Present information and recommendations for JMHS resulting from District and School Discovery Process.	Leadership Capacity Facilitate bi-weekly, collaborative, planning meetings with state, district and school leadership bi-weekly (one by phone, one in person).	Quality Instruction Identify and integrate high-impact district and state resources into the daily operations of JMCHS.	Effective Intervention Develop building level systems that maximize the use of potential district and state resources to better support the needs of high-need students.

Exhibit B

BUDGET																						
A. BUDGET FOR 2012-13																						
Account Number	Expenditure Account	110		120		211-290		311-319		449		510-593		611-689		710-748		910		Line Totals		
		Cert	NonCert	Cert	NonCert	Benefits NonCert	Prof. Services	Rentals	Other Purchase Services	General Supplies	Property	Transfer	Property	Transfer								
11000	Instruction																				\$ 0.00	
20000	Support Services																					\$ 0.00
22100	Improvement of Instruction (PD)*						\$487,084.86										\$152,915.14					\$ 640,000.00
25191	Refund of Revenue																					\$ 0.00
26400	Operation and Maintenance																					\$ 0.00
27000	Transportation																					\$ 0.00
33000	Community Service Operations																					\$ 0.00
60100	Transfers (Interfund)																					\$ 0.00
	Column Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$487,084.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$152,915.14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ 640,000.00
B. Itemize and Explain																						
General Supplies		Property: Equipment Tech Intervention materials will be finalized following Discovery and will be selected from: Class.com, Language!, Passport Reading Journeys, TransMath, VMATH, and/or Inside Algebra. Each of these programs is designed to fill gaps in student learning through innovative, research-based instruction and are expected to cost \$152,915.14.					Professional Services A total of 165 professional service days projected to include: 11 days of pre-work, 10 days of planning, 21 days of leadership capacity, 64 days of overall instruction and 59 days of intervention coaching for \$487,084.86.					Other Purchase Services										



August 27, 2013

Ms. Ariela Rozman
Chief Operation Officer
The New Teacher Project Inc
186 Lorelemon Street, Suite 300
Brooklyn, NY 11201

Dear Ms. Rozman:

An amended contract (A58-2-12DL-0583) is enclosed from the Indiana Department of Education to extend the term for services from your company to build leadership capacity and drive instructional improvement at Broad Ripple Magnet High. This amendment will add \$100,000 to support continued services. Typically, the president of a corporation will sign, but if it is necessary for a different official to sign the contract, please include a certified copy of bylaws or a resolution authorizing that person to execute the agreement. We strongly recommend the use of blue ink.

Please return the original signature contract with all attachments intact by *overnight* postal delivery, to:

Jim Holderman
Finance Division
Indiana Department of Education
15 W. Washington Street, South Tower, Suite 600
Indianapolis, IN 46204

If you have questions, please call me at 317/232-0517. A copy of the completed contract will be returned to you as soon as all the appropriate state officials have signed it. Please remember that the contract will not be valid until all parties have signed.

Sincerely,

A handwritten signature in black ink that reads "Jim Holderman".

Jim Holderman
Contract Supervisor

Enclosure

cc: Richard McKnight
Ian Scott

AMENDMENT #3

EDS #A58-2-12DL- 0583

This is an Amendment to the Contract (the "Contract") entered into by and between the **Indiana Department of Education** (the "State") and **The New Teacher Project, Inc.** (the "Contractor") approved by the last State signatory on March 7, 2012.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

The Contract is hereby extended. It shall terminate on September 2, 2014.

The consideration during this extension period is **\$100,000**. Total remuneration under the Contract is not to exceed **\$806,353.40**.

The Contract is amended by adding the following:

1. Duties of Contractor

Paragraph 1. relating to Duties of Contractor, is hereby modified by the addition of the following:

The Contractor shall perform duties and obligations as described in the Contract and pursuant to the Scope of Work, set forth in **Exhibit E**, attached and fully incorporated by reference.

2. Consideration

Paragraph 2. relating to Consideration, is hereby deleted in its entirety and replaced with the following:

The Contractor will be paid at the rates indicated in **Exhibit B** of the original contract, **Exhibit D** of Amendment #2, and **Exhibit F** attached and fully incorporated by reference for performing the duties of this Contract. Total remuneration under this Contract shall not exceed **\$806,353.40**.

3. Term

Paragraph 3. relating to Term, is hereby deleted in its entirety and replaced with the following:

This Contract shall commence on **September 1, 2011** and shall remain in effect through **September 2, 2014**.

31. Notice to parties

Paragraph 31. relating to Notice to Parties, Item A., is hereby modified as follows:

A. Notices to the State shall be sent to:

Glenda S. Ritz, Superintendent of Public Instruction
Indiana Department of Education
115 W. Washington Street, South Tower, Suite 600
Indianapolis, IN 46204

With a copy to:

General Counsel
Indiana Department of Education
115 W. Washington Street, South Tower, Suite 600
Indianapolis, IN 46204

34. Payments

Paragraph 34. relating to Payments, Item E., is hereby modified as follows:

- E. Payments shall not exceed \$347,732.40 for the period of September 1, 2011 through August 30, 2012, \$358,621 for the period of August 31, 2012 through September 1, 2013, and \$100,000 for the period of September 2, 2013 through September 2, 2014.

Funding Summary

September 1, 2011 through August 30, 2012	\$347,732.40
August 31, 2012 through September 1, 2013	\$358,621.00
September 2, 2013 through September 2, 2014	<u>\$100,000.00</u>

Total remuneration under this Contract shall not exceed \$806,353.40.

36. Progress Reports

Paragraph 36. relating to Progress Reports, is hereby modified as follows:

The Contractor shall submit written monthly progress reports to the Indiana Department of Education (IDOE) and the Indiana State Board of Education. The Contractor shall also meet, either in person, via phone, or through other technology, with IDOE staff to provide updates to them. The Contractor shall also submit to the IDOE any other written plans, surveys, or analysis required under **Exhibit E: Scope of Work** upon request.

The IDOE reserves the option to request that the Contractor make presentations at Indiana State Board of Education meetings. These reports and meetings shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

44. Travel

Paragraph 44. relating to Travel, is hereby deleted in its entirety and replaced with the following:

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 and approved by the Department for availability of funds and for appropriateness per Circular guidelines.

48. State Boilerplate Affirmation Clause

Paragraph 48. relating to State Boilerplate Affirmation Clause, is hereby modified by addition of the following:

- 2. **Consideration** (Reference to rates in Exhibits B, D, and F)
- 3. **Term** (Reference to time period in increments deleted)
- 34. **Payments** (Clause modified to include Item E Funding Summary)
- 36. **Progress Reports** (Clause modified to indicate reference to monthly reporting)
- 44. **Travel** (Clause modified to indicate reference to "Department")
- 51. **Public Record** (Clause added)
- 52. **Indiana Veteran's Business Enterprise Compliance** (Clause added)

51. Public Record.

The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on its website as required by Executive Order 05-07. Use by the public of the information contained in this Contract shall not be considered an act of the State.

52. Indiana Veteran's Business Enterprise Compliance.

Award of this Contract was based, in part, on the Indiana Veteran's Business Enterprise ("IVBE") participation plan. The following IVBE subcontractors will be participating in this Contract:

VBE	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION	DATE	PERCENT
None						

A copy of each subcontractor agreement shall be submitted to IDOA within thirty (30) days of the request. Failure to provide any subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA before changing the IVBE participation plan submitted in connection with this Contract.

The Contractor shall report payments made to IVBE subcontractors under this Contract on a monthly basis. Monthly reports shall be made using the online audit tool, commonly referred to as "Pay Audit." IVBE subcontractor payments shall also be reported to IDOA as reasonably requested and in a format to be determined by IDOA.

All matters set forth in the original Contract, Amendment #1, Amendment #2, and not affected by this Amendment shall remain in full force and effect.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

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 Amendment 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 Amendment. The parties, having read and understood the foregoing terms of this Amendment, do by their respective signatures dated below agree to the terms thereof.

The New Teacher Project, Inc.

Indiana Department of Education

By: _____

By: _____

Printed Name: _____

Printed Name: Glenda S. Ritz

Title: _____

Title: Superintendent of Public Instruction

Date: _____

Date: _____

Approved by:

Indiana Office of Technology

Approved by:

Department of Administration

By: N/A (for)
Paul Baltzell, Chief Information Officer

By: _____ (for)
Jessica Robertson, Commissioner

Date: _____

Date: _____

Approved by:

State Budget Agency

APPROVED as to Form and Legality:

Office of the Attorney General

Brian E. Bailey, Director

Gregory F. Zoeller, Attorney General

Date: _____

Date: _____



Building School Capacity to Strengthen Teacher Effectiveness Indianapolis Department of Education | August 2013

While the research is clear that teachers are the most powerful school-based lever to raise student achievement, we also know that a teacher working in isolation does not create a high-performing school. We cannot help teachers improve unless we have accurate, robust data identifying their current performance level and aligned interventions in place to help them deliver effective instruction for students. School leaders must be equipped to accurately assess instruction, efficiently collect and analyze teacher performance data, and consistently provide meaningful feedback that helps teachers improve.

TNTP proposes a continuation of its work as Lead Partner at Broad Ripple Magnet High School to provide performance management supports to school leaders. This work will include developing the school leadership team's capacity to collect accurate evaluation data, deliver meaningful feedback to teachers through regular, on-site coaching sessions, and utilize research-based practices to improve instructional culture and the retention of top-performing teachers.

The following outlines supports TNTP will provide to administrators at Broad Ripple Magnet High School as part of its revised scope of work for 2013-2014:

- I. Implement weekly, **school-based coaching for administrators** focused on generating accurate teacher performance ratings and high quality, actionable feedback for teachers that provides concrete guidance on how to improve
 - Provide up to 90 minutes of differentiated, individual support to each administrator at least two times each month; focus areas of each coaching session will be selected based on current needs and proficiency levels in the areas of (a) low-inference note-taking, (b) connecting evidence to the appropriate competencies, (c) identifying concrete, actionable next steps for teachers and (d) facilitating effective feedback conversations
 - i. Work with principal to adjust support schedule based on needs; for example, shift support time from administrators who demonstrate a higher level of proficiency and spend more time working with those who need more assistance
 - Provide additional review of evaluators' notes and teacher feedback plans as needed
 - Work with school leaders to create an evaluation and support calendar that ensures critical timelines are met and that teachers are consistently receiving feedback

- II. Conduct twice-monthly, **school-based performance management trainings** for the school evaluation teams
 - Facilitate two, ninety-minute team trainings each month and track inter-rater reliability to ensure the administrative teams have a robust understanding of the district's evaluation rubric and is collecting accurate teacher performance ratings
 - Work with school principal to identify new topics for sessions based on changing needs and current focus areas

- Train and rehearse with school-based staff who will serve as co-facilitators for some sessions in an effort to build the school's capacity to continue implementing similar structures independently after the conclusion of TNTP's contract
 - Create training materials, such as videos with master ratings, that the school can use for supplemental training and continue to utilize past the completing of TNTP's contract
- III. Develop resources and implement strategies that school leader will utilize to ensure his school implements the district's evaluation system in a way that helps teachers improve**
- Provide resources that administrators can implement to ensure teachers have a common understanding of performance expectations and a shared definition of effectiveness
 - Create tools to support teachers and evaluators with the writing of effective student learning objectives (SLOs)
 - Co-plan and design supplemental opportunities for teachers to engage in discussions about the evaluation process to ensure they have a clear road map for how to improve in specific areas that have been identified by their evaluator
- IV. Develop principal's capacity to use accurate performance assessment data to make strategic human capital decisions**
- Train administrators on research-based practices that support the retention of high-performing teachers
 - Consult with and train school hiring leaders to create rigorous selection processes, develop effective interviewing skills and make strategic staffing decisions
- V. Track improvements in administrators' proficiency throughout the year, and submit monthly progress updates to the State Board of Education**
- Collect evidence that demonstrates progress made on goals in the areas of accurate data collection, effective feedback, and quality of TNTP's service

Estimated Costs and Project Staff

The cost of TNTP's services outlined in this proposal for a period of twelve months (September 1, 2013 – August 31, 2014) is \$100,000.

TNTP staff supporting this work will include a Talent Management Coach who will provide regular, on-site support to school leaders. TNTP's Indianapolis-based Program Manager will also dedicate a portion of her time to supporting overall program implementation and data analysis.

Next Steps

We appreciate your consideration of this proposal and look forward to further discussion. If there are questions for TNTP, please contact **Ian Scott** at ian.scott@tntp.org or **(440) 570 – 3981**.



About TNTP

TNTP strives to end the injustice of educational inequality by providing excellent teachers to the students who need them most and by advancing policies and practices that ensure effective teaching in every classroom. A national nonprofit organization founded by teachers, TNTP is driven by the knowledge that effective teachers have a greater impact on student achievement than any other school factor. In response, TNTP develops customized programs and policy interventions that enable education leaders to find, develop and keep great teachers. Since its inception in 1997, TNTP has recruited or trained approximately 49,000 teachers - mainly through its highly selective Teaching Fellows programs - benefiting an estimated 8 million students. TNTP has also released a series of acclaimed studies of the policies and practices that affect the quality of the nation's teacher workforce, including *The Widget Effect* (2009), *Teacher Evaluation 2.0* (2010) and *The Irreplaceables* (2012). Today TNTP is active in more than 25 cities, including 10 of the nation's 15 largest. For more information, please visit www.tntp.org.

Exhibit F

BUDGET

A. BUDGET FOR 2013-14												Line Totals		
Account Number	Expenditure Account	110		120	211-290	311-319	440	510-593	611-689	710-748	910	Transfer		
		Cert	NonCert	Salary	Benefits NonCert	Prof. Services	Rentals	Other Purchase Services	General Supplies	Property				
11000	Instruction												\$	0.00
20000	Support Services Student												\$	0.00
22100	Improvement of Instruction (PD)*					\$100,000.00							\$	100,000.00
25191	Refund of Revenue												\$	0.00
26400	Operation and Maintenance												\$	0.00
27000	Transportation												\$	0.00
33000	Community Service Operations												\$	0.00
60100	Transfers (Interfund)												\$	0.00
	Column Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$-	\$	100,000.00
B. Itemize and Explain														
General Supplies		Property, Equipment Tech			Professional Services			Other Purchase Services						
		Leadership & Professional Development Support, Executive Coaching & Project Management (\$100,000.00)												



August 27, 2013

Mr. Duncan Young
Senior Vice President
Scholastic, Inc.
557 Broadway
New York, NY 10012

Dear Mr. Young:

An amended contract (A58-2-12DL-0509) is enclosed from the Indiana Department of Education for your company to serve as lead partner for Broad Ripple Magnet High School. The purpose of the amendment is to extend the term and add compensation for continued service. Typically, the president of a corporation will sign, but if it is necessary for a different official to sign the contract, please include a certified copy of bylaws or a resolution authorizing that person to execute the agreement. We strongly recommend the use of blue ink.

Please return the original signature contract with all attachments intact by *overnight* postal delivery, to:

Jim Holderman
Finance Division
Indiana Department of Education
15 W. Washington Street, South Tower, Suite 600
Indianapolis, IN 46204

If you have questions, please call me at 317/232-0517. A copy of the completed contract will be returned to you as soon as all the appropriate state officials have signed it. Please remember that the contract will not be valid until all parties have signed.

Sincerely,

Jim Holderman
Contract Supervisor

Enclosure

cc: Richard McKnight

AMENDMENT #3

EDS #A58-2-12DL-0509

This is an Amendment to the Contract (the "Contract") entered into by and between the **Indiana Department of Education** (the "State") and **Scholastic Inc.** (the "Contractor") approved by the last State signatory on February 27, 2012.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

The Contract is hereby extended. It shall terminate on September 2, 2014.

The consideration during this extension period is **\$100,000**. Total remuneration under the Contract is not to exceed **\$1,668,771**.

The Contract is amended by adding the following:

1. Duties of Contractor.

Paragraph 1. relating to Duties of Contractor, is hereby modified by the addition of the following:

The Contractor shall perform duties and obligations as described in the Contract and pursuant to the Scope of Work, set forth in **Exhibit E**, attached and fully incorporated by reference.

2. Consideration.

Paragraph 2. relating to Consideration, is hereby deleted in its entirety and replaced with the following:

The Contractor will be paid at the rates indicated in **Exhibit B** of the original contract, **Exhibit D** of Amendment #2, and **Exhibit F** attached and fully incorporated by reference for performing the duties of this Contract. Total remuneration under this Contract shall not exceed **\$1,668,771**.

3. Term

Paragraph 3. relating to Term, is hereby deleted in its entirety and replaced with the following:

This Contract shall commence on **September 1, 2011** and shall remain in effect through **September 2, 2014**.

31. Notice to parties.

Paragraph 31. relating to Notice to Parties, Item A., is hereby modified as follows:

A. Notices to the State shall be sent to:

Glenda S. Ritz, Superintendent of Public Instruction
Indiana Department of Education
115 W. Washington Street, South Tower, Suite 600
Indianapolis, IN 46204

With a copy to:

General Counsel
Indiana Department of Education
115 W. Washington Street, South Tower, Suite 600
Indianapolis, IN 46204

34. Payments

Paragraph 34. relating to Payments, Item E., is hereby modified as follows:

E. Payments shall not exceed \$792,072 for the period of September 1, 2011 through August 30, 2012, \$776,699 for the period of August 31, 2012 through September 1, 2013, and \$100,000 for the period of September 2, 2013 through September 2, 2014.

Funding Summary

September 1, 2011 through August 30, 2012	\$792,072
August 31, 2012 through September 1, 2013	\$776,699
September 2, 2013 through September 2, 2014	<u>\$100,000</u>

Total remuneration under this Contract shall not exceed \$1,668,771.

36. Progress Reports

Paragraph 36. Relating to Progress Reports, is hereby modified as follows:

The Contractor shall submit written monthly progress reports to the Indiana Department of Education (IDOE) and the Indiana State Board of Education. The Contractor shall also meet, either in person, via phone, or through other technology, with IDOE staff to provide updates to them. The Contractor shall also submit to the IDOE any other written plans, surveys, or analysis required under **Exhibit E: Scope of Work** upon request.

The IDOE reserves the option to request that the Contractor make presentations at Indiana State Board of Education meetings. These reports and meetings shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

44. Travel

Paragraph 44. relating to Travel, is hereby deleted in its entirety and replaced with the following:

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 and approved by the Department for availability of funds and for appropriateness per Circular guidelines.

47. State Boilerplate Affirmation Clause.

Paragraph 47. relating to State Boilerplate Affirmation Clause, is hereby modified by addition of the following:

- 2. Consideration.**(Reference to rates in Exhibits B, D, and F)
- 3. Term** (Reference to time period in increments deleted)
- 36. Progress Reports.**(Clause modified to indicate reference to monthly reporting)
- 44. Travel** (Clause modified to indicate reference to “Department”)
- 52. Public Record** (Clause added)
- 53. Indiana Veteran’s Business Enterprise Compliance.** (Clause added)

52. Public Record.

The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on its website as required by Executive Order 05-07. Use by the public of the information contained in this Contract shall not be considered an act of the State.

53. Indiana Veteran’s Business Enterprise Compliance.

Award of this Contract was based, in part, on the Indiana Veteran’s Business Enterprise (“IVBE”) participation plan. The following IVBE subcontractors will be participating in this Contract:

VBE	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION	DATE	PERCENT
None						

A copy of each subcontractor agreement shall be submitted to IDOA within thirty (30) days of the request. Failure to provide any subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA before changing the IVBE participation plan submitted in connection with this Contract.

The Contractor shall report payments made to IVBE subcontractors under this Contract on a monthly basis. Monthly reports shall be made using the online audit tool, commonly referred to as “Pay Audit.” IVBE subcontractor payments shall also be reported to IDOA as reasonably requested and in a format to be determined by IDOA.

All matters set forth in the original Contract, Amendment #1, Amendment #2, and not affected by this Amendment shall remain in full force and effect.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

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 Amendment 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 Amendment. The parties, having read and understood the foregoing terms of this Amendment, do by their respective signatures dated below agree to the terms thereof.

Scholastic Inc.

Indiana Department of Education

By: _____
Printed Name: _____
Title: _____

Date: _____

By: _____
Printed Name: Glenda S. Ritz
Title: Superintendent of Public Instruction

Date: _____

Approved by:
Indiana Office of Technology

Approved by:
Department of Administration

By: _____ N/A _____ (for)
Paul Baltzell, Chief Information Officer

By: _____ (for)
Jessica Robertson, Commissioner

Date: _____

Date: _____

Approved by:
State Budget Agency

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

_____ (for)
Brian E. Bailey, Director

_____ (for)
Gregory F. Zoeller, Attorney General

Date: _____

Date: _____

SCHOLASTIC ACHIEVEMENT PARTNERS

Broad Ripple Magnet High School Proposed Scope of Work for Year 3 Lead Partner Initiative

It has been an honor to partner with the staff and students of Broad Ripple Magnet High School (BRMHS) for the last two school years in an effort to improve academic performance. We are excited about the progress the school has made, and are looking forward to continuing the partnership in the 2013-2014 school year.

High Level Project Goals and Key Action Steps for 2013-2014 School Year

Goal 1: Continue School-Wide Professional Development to Improve Instruction, with a Focus on “Gradual Release” and Internal Capacity Building

Scholastic Achievement Partners, in collaboration with IDOE, Indianapolis Public Schools, and the staff at Broad Ripple Magnet High School, has implemented a series of targeted initiatives to improve instruction during the 2011-2012 and 2012-2013 school years. The goals of the comprehensive professional learning plan were as follows:

- Making rigor a reality
- Implementing key literacy strategies across all content areas
- Analyzing and using data to inform instructional decisions

The professional learning model was designed to engage teachers and leaders in a collaborative community focusing on key instructional strategies that were aligned with the district’s mandated 5-5-3-3 map to improve student achievement. Professional development was delivered through a blended approach: online with *Scholastic U*; face-to-face training through PLCs and leadership training sessions; and with job-embedded instructional and leadership coaching focused on the goals identified above.

The targeted, connected approach across all professional learning opportunities resulted in fostering a common vision about instructional excellence and encouraged a common academic language and a set of strategies across the entire school to accelerate student achievement. Scholastic Achievement Partners recommends building upon the success and momentum established through this professional learning model, with a specific focus on implementing a gradual release model to ensure the successes achieved are self-sustaining within the school.

Focus areas this year will continue to derive from the district’s 5-5-3-3 map (comprehension, vocabulary, writing, and test-taking strategies) and will include:

- Focus on student engagement and increasing levels of rigor in the classroom
- A continued focus on incorporation of high impact literacy strategies across ALL content areas
- Strategies to promote attainment of College and Career Readiness
- Continued efforts to analyze and effectively use data to monitor student performance and to inform instructional decisions

Scholastic will provide the following support over the course of the 2013-2014 school year:

- Along with school staff, creation of a year long professional learning plan to guide and connect instructional improvement initiatives within the school
- Facilitation of bi-weekly group based professional development sessions, with a focus on equipping and supporting instructional leaders at BRMHS to increasingly take a leadership role in these sessions
- Access to a digital professional learning toolkit that will provide opportunities for online PD as well as tools to assist in the development of college and career ready instruction
- Ongoing job-embedded instructional coaching for all teachers (target: approximately 2-3 visits per teacher over the course of the year)
- Assistance and support in reviewing and analyzing data to help guide and fine tune the professional learning support efforts

Goal 2: Continue implementing literacy interventions with high fidelity

During the 2012-2013 school year BRMHS enrolled approximately 200 students in a comprehensive reading intervention program (READ 180). Students in this program showed strong progress, and our goal in the upcoming school year is to solidify this progress while building on the success of the program.

We propose providing the following support to accomplish this goal:

- Continued project management and advisory support to promote sound implementation
- Monthly job-embedded coaching for teachers participating in this program to monitor fidelity, increase proficiency in reviewing data, etc.
- Ongoing technology support, maintenance and point releases for software
- Teacher Guides Resources for Differentiation Lessons, Professional Development Guide.
- Implementation Effectiveness reports for Math (two per year)
- Student Materials including: Personalized Software, mSpace Student Books, Student daily use differentiated student learning digital curriculum, Classroom manipulatives and games box

Goal 3: Implement a research-based math intervention program to support algebra readiness

Building off the successful effort to intervene with students in literacy, in 2013-2014 we propose enrolling 120 targeted students who need improvement in mathematics achievement in the Math 180 intervention program. We will look to leverage many of the same implementation best practices that have resulted in a strong implementation of READ 180. Support in this area would include:

- Software licenses, student materials and teacher materials for up 2 classrooms serving up to 120 students
- Start-up training for teachers and leadership participating in the program
- Professional Learning Seminars

- Monthly job-embedded instructional coaching for all teachers participating in the program
- Ongoing technology support, maintenance and point releases for software
- Embedded assessments including: Scholastic Math Inventory (universal screener), mSkills (curriculum-embedded), Math Reasoning Inventory, MindSet Assessment
- Teacher materials including: Scholastic Central-Teacher data management tools, Teacher daily use differentiated teaching resources for digital curriculum Math 180 Teacher Guides Resources for Differentiation Lessons, Professional Development Guide.
- Implementation Effectiveness report for Math.
- Student Materials including: Personalized Software, mSpace Student Books, Student daily use differentiated student learning digital curriculum, Classroom manipulatives and games box

GOAL 4: Deepen Building-wide Leadership Capacity

Over the last two years, the creation of an Instructional Leadership Team (ILT) has been an important part of building and deepening leadership capacity at BRMHS. We will continue to support this effort by:

- Facilitating a 5-day ILT Workshop in Summer, 2014. This will be a time to reflect on successes, challenges, and areas for potential improvement from the 2013 school year, as well as time to define strategic goals for BRMHS for the coming year and align resources.
- Providing advice and support to align ILT efforts with overall school goals
- Assistance in facilitation of ILT sessions throughout the year

GOAL 5: Ongoing Project Management and Executive Coaching Support

Scholastic will continue to provide in-school project management and executive coaching support to ensure all key initiatives are running effectively and with coherence. This will include ongoing advisory support to BRMHS principal and administrative staff, data analysis support, and support with strategic initiatives such as Success Period and Extended Day. Specific responsibilities include:

- Ensuring that all programs/initiatives (Scholastic, district, state) are properly implemented, working together, and connect students to higher achievement
- Working with our other Lead Partner, the New Teacher Project, to ensure the two lead partners are working together with the same goals, standards, and common language
- Executive leadership coaching for Mike and his administrative staff
- Executive coaching for the Instructional Leadership Team, including, but not limited to designing Summer Leadership Summit; developing strategic plan, vision, and mission for the ILT; facilitating goal setting meetings and assisting in goal setting process; connecting all work to instructional leadership

Exhibit F

BUDGET											
A. BUDGET FOR 2013-14		110	120	211-290	311-319	440	510-593	611-689	710-748	910	Line Totals
Account Number	Expenditure Account	Salary		Benefits NonCert	Prof. Services	Rentals	Other Purchase Services	General Supplies	Property	Transfer	
		Cert	Non Cert								
11000	Instruction										\$ 0.00
20000	Support Services Student										\$ 0.00
22100	Improvement of Instruction (PD)*				\$100,000.00						\$100,000.00
25191	Refund of Revenue										\$ 0.00
26400	Operation and Maintenance										\$ 0.00
27000	Transportation										\$ 0.00
33000	Community Service Operations										\$ 0.00
60100	Transfers (Interfund)										\$ 0.00
	Column Totals	\$0.00	\$0.00	\$0.00	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -	\$ 100,000.00
B. Itemize and Explain											
General Supplies		Property: Equipment Tech			Professional Services			Other Purchase Services			
					Leadership & Professional Development Support, Executive Coaching & Project Management (\$100,000.00)						

* RUSH *

EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Received

Instructions for completing the EDS and the Contract process.

AUG 16 2012

DOA Contracts

- 1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.



AGENCY INFORMATION
14. Name of agency: Department of Education
15. Requisition Number: 000007631
16. Address: DOE-ACCOUNTING, 151 W OHIO ST, INDIANAPOLIS, IN 46204

AGENCY CONTACT INFORMATION
17. Name: Richard McKnight
18. Telephone #: 317 2320596
19. E-mail address: rmcknigh@doe.in.gov

COURIER INFORMATION
20. Name: Jim Holderman
21. Telephone #: 232-0517
22. E-mail address: jholderman@doe.in.gov

VENDOR INFORMATION
23. Vendor ID #: 0000012235
24. Name: SCHOLASTIC INC
25. Telephone #: (212) 965-7909
26. Address: 557 BROADWAY, NEW YORK, NY 10012

27. E-mail address: duyong@scholastic.com
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) X Yes No
29. Primary Vendor: M/WBE
Minority: Yes X No
Women: Yes X No
30. If yes, list the %:
Minority: %
Women: %
31. Sub Vendor: M/WBE
Minority: Yes X No
Women: Yes X No
32. If yes, list the %:
Minority: %
Women: %
33. Is there Renewal Language in the document? X Yes No
34. Is there a "Termination for Convenience" clause in the document? X Yes No

1. EDS Number: A58-2-12DL-0509
2. Date prepared: 7/30/2012

3. CONTRACTS & LEASES
X Professional/Personal Services
___ Grant
___ Lease
___ Attorney
___ MOU
___ QPA
___ Contract for procured Services
___ Maintenance
___ License Agreement
X Amendment# 2
___ Renewal #
___ Other

FISCAL INFORMATION
4. Account Number: Multiple
5. Account Name: Multiple-Refer to Online
6. Total amount this action: \$776,699.00
7. New contract total: 1,568,771.00
8. Revenue generated this action: \$0.00
9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:
Year 2012 \$792,072.00
Year 2013 \$776,699.00
Year \$
Year \$

TIME PERIOD COVERED IN THIS EDS
11. From (month, day, year): 9/1/2011
12. To (month, day, year): 9/1/2013
13. Method of source selection:
___ Bid/Quotation
___ Emergency
___ Negotiated
___ Special Procurement
X RFP# 11-74
___ Other (specify)

35. Will the attached document involve data processing or telecommunications systems(s)? Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes): IC 20-19-3-5

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)
This amendment adds additional time and compensation to the contract for continued services.. The Contractor will conduct an in-depth analysis of the systems and capacities, as well as provide strategic interventions and support for the following school: Broad Ripple High School/Indianapolis Public Schools. Specifically, the analysis will include a thorough examination of the school's assets and liabilities (e.g. leadership, human capital, organizational culture). During this initial analysis phase and throughout the engagement, the Contractor will develop and execute a strategic intervention plan for the school, targeted at improving instructional quality and student achievement with a focus on "early wins" while looking ahead toward long-term, sustainable results. A "high-touch" presence in the school building and the community served will be required.

38. Justification of vendor selection and determination of price reasonableness:
Based on application scoring, in response to the RFP 11-74, six applicants were invited to deliver a formal oral presentation, which included an intense Q&A session. Based on presentations, three finalists were selected, given case studies of schools, and asked to respond with a proposal for school improvement. This proposal was presented orally at the Indiana Department of Education and scored by a committee. All three finalists were recommended and approved by IDOE to serve as lead partners. Price was determined to be reasonable given stated prices for lead partner work based on the number of students in the school as well as additional fees for the services outlined in the scope of work.

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)
This amendment was forwarded as soon as all details were finalized.

40. Agency fiscal officer or representative approval
41. Date Approved 08-15-2012
42. Budget agency approval
43. Date Approved 8/18/12
44. Attorney General's Office approval
45. Date Approved 2/1/2013
46. Agency representative receiving from AG
47. Date Approved



REQUISITION

Ship To: IN Department of Education
Accounting Dept.
151 W OHIO ST
INDIANAPOLIS IN 46204

Bill to: IN Department of Education
Accounting Dept.
151 W OHIO ST
INDIANAPOLIS IN 46204

Requisition No.	Date	Required Date	Page
000007631	08/13/2012		1 of 1
Fund/Account:	58132 / 531010		
Dept Number:	023047		
Project Number:	7000S388A090015		
Requisition Number:	000007631		
Requestor:	M254188 Melissa Ann Covey		
Agency Number:	00700 Department of Education		
Facility:			

MUST COMPLETE FOR ICPR

Print REQ
 Streamline Eligible

Line	Item	Description	Quantity	UOM	Unit Price	Ext Amt
1-1		TO ENCUMBER FUNDS. RECEIVE BY AMOUNT ONLY. A58212DL0509	1.0000	MON	776,699.0000	776,699.00

<< TIED TO PO 12557335 TIED TO EDS A58212DL0509

Contractor will conduct an in-depth analysis of the systems and capacities, as well as provide strategic interventions and support for the following school: Broad Ripple Magnet High School/Indianapolis Public Schools. Specifically, the analysis will include a thorough examination of the school's assets and liabilities (e.g. leadership, human capital, organizational culture). During this initial analysis phase and throughout the engagement, the Contractor will develop and execute a strategic intervention plan for the school, targeted at improving instructional quality and student achievement with a focus on "early wins" while looking ahead toward long-term, sustainable results. A "high-touch" presence in the school building and the community served will be required. >>

The following UN/CEFACT Unit of Measure Common Codes are used in this document:
MON Month

Requisition Total \$ 776,699.00

Requestor Signature	I certify that the item[s] requested is [are] necessary for the operation of this State Agency.	
M. Covey	Printed Name of Agency Head or Authorized Employee Beverly Flanagan	Authorized Signature

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

This is the second Amendment/Renewal to the Contract ("the Contract") entered into by and between the **Indiana Department of Education** (the "State") and **Scholastic Inc.** (the "Contractor") (the State and the Contractor may hereinafter be referred to as "the Parties").

WHEREAS, the Parties entered into Contract number EDS#A58-2-12DL-0509, dated September 1, 2011 to August 30, 2012;

WHEREAS, the Contractor agreed to observe, analyze, and evaluate the turnaround academy to which the Contractor was assigned, identify all issues present at the school, and provide targeted interventions to address and overcome barriers to education;

WHEREAS, the Parties now agree and find it necessary to renew and amend the Contract pursuant to the terms and conditions contained herein;

WHEREAS, pursuant to IC 5-22-17-4 and the terms of the Contract, the State hereby exercises its option to renew the Contract with the Contractor pursuant to the terms and conditions herein;

NOW THEREFORE, in consideration of the mutual undertakings and covenants hereinafter set forth, the Parties agree as follows:

1. Duties of Contractor

Paragraph 1., relating to Duties of Contractor, is hereby modified by the addition of the following:

The Contractor shall perform duties and obligations as described in the Contract and pursuant to the Scope of Work, which is attached hereto and herein incorporated as **Exhibit C**.

2. Consideration

Paragraph 2., relating to Consideration, is hereby modified by the following:

The Contractor will be paid **\$776,699.00** in accordance with the Budget set forth in **Exhibit D**, which is attached hereto and herein incorporated by reference, for performing the duties set forth in **Exhibit C**. Total remuneration under the Contract shall not exceed **\$1,568,771.00**.

3. Term

Paragraph 3., relating to Term, is hereby deleted in its entirety and replaced by the following:

This Contract shall commence on September 1, 2011 and shall remain in effect through September 1, 2013.

11. Confidentiality of State Information

Paragraph 11., relating to Confidentiality of State Information, is hereby modified by the addition of the following:

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. The State acknowledges that, in the performance of this Contract, the Contractor is a "School Official" for purposes of FERPA, and as such the State may disclose to the Contractor the Personally Identifiable Information of students pursuant to 99.31(a)(1)(i)(B). 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 without prior written consent of the individual or parents of the individual to which the information relates (Consenting Party) except for Contractor's consultants and subcontracts as described in Paragraph 11. Contractor shall ensure that it will 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 of 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.

34. Payments

Paragraph 34., relating to Payments, is hereby amended by the addition of the following:

- E. Payments shall not exceed **\$792,072.00** for the period of September 1, 2011 through August 30, 2012 and **\$776,699.00** for the period of August 31, 2012 through September 1, 2013.

Funding Summary

September 1, 2011 through August 30, 2012:	\$792,072.00
August 31, 2012 through September 1, 2013:	\$776,699.00

Total remuneration under this Contract shall not exceed **\$1,568,771.00**.

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:

- 11. Confidentiality of State Information** (FERPA language and exceptions added)
- 50. No Investment in Iran** (Clause added)

51. Assignment of Antitrust Claims (Clause added)

50. No Investment in Iran

Paragraph 50., relating to No Investment in Iran, is hereby added as follows:

As required by IC §5-22-16.5, the Contractor certifies that the Contractor is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC §5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.

51. Assignment of Antitrust Claims

Paragraph 51., relating to Assignment of Antitrust Claims, is hereby added as follows:

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.

All other matters previously agreed to and set forth in the original Contract and Amendment 1, and not affected by this Amendment shall remain in full force and effect.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

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: Beth Polcari
Printed Name: Beth Polcari
Title: SVP Business Finance & Operations
Date: 8/8/2012

Attested By: [Signature]
Karen L. Neuber
VP & Senior Counsel
8/8/12

Indiana Department of Education:

By: [Signature] (for)
Dr. Tony Bennett
Superintendent of Public Instruction
Date: August 15, 2012

Department of Administration

[Signature] (for)
Robert D. Wynkoop
Commissioner
Date: 8/14/12

State Budget Agency

[Signature] (for)
Adam M. Horst
Director
Date: 8/16/12

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

[Signature] (for)
Gregory F. Zoeller
Attorney General
Date: 21 AUG 12

Exhibit C

SCHOLASTIC ACHIEVEMENT PARTNERS

Note: Goals 1A and 3 in the schedule below will be funded via funds covered by this Contract. The remaining items will be covered by federal School Improvement Grant funds awarded to Indianapolis Public Schools, which is not included in the amounts listed in this Contract, but will be monitored by the Indiana Department of Education in accordance with the State Education Agency's requirements pertaining to federal School Improvement Grants.

Broad Ripple Magnet High School Proposed Scope of Work for Year 2 Lead Partner Initiative

It has been an honor to partner with the staff and students of Broad Ripple Magnet High School this year in an effort to improve academic performance. We are excited about the progress the school has made, and are looking forward to continuing the partnership in the 2012-2013 school year.

High Level Project Goals and Key Action Steps for 2012-2013 School Year

Goal 1a: Continue School-Wide PD to Improve Instruction

Scholastic Achievement Partners, in collaboration with IDOE, Indianapolis Public Schools, and the staff at Broad Ripple Magnet High School, implemented a series of targeted initiatives to improve instruction during the 2011-12 school year. The goals of the comprehensive professional learning plan were focused on the following areas:

- Making rigor a reality
- Implementing key literacy strategies across all content areas
- Analyzing and using data to inform instructional decisions

The professional learning model was designed to engage teachers and leaders in a collaborative community focusing on key instructional strategies to improve student achievement and that were aligned with the district's mandated 5-5-3-3 map. Professional development was delivered through a blended approach: online with *Scholastic U*, face-to-face training through PLCs and leadership training sessions, and with job-embedded instructional and leadership coaching focused on the goals identified above.

The targeted, connected approach across all professional learning opportunities resulted in fostering a common vision about instructional excellence, as well as encouraging common academic language and a set of strategies across the entire school to accelerate student achievement. Scholastic Achievement Partners recommends building upon the success and momentum established through this professional learning model with emphasis on the following targets:

- Continue to develop key instructional strategies selected from the district's 5-5-3-3 map, including:
 - Comprehension: *Making Thinking Visible and Summarizing*
 - Vocabulary: *Enhanced Descriptive Writing within the Content Areas (focusing on the role of academic and domain-specific vocabulary)*
 - Writing Strategies: *Writing Arguments and Conducting Research – A Focus on Using Evidence*

- Test-Taking Strategies: *Close Reading and Supporting with Evidence from Text; Strategies for Constructed Response, Extended Response, and Multiple Choice*
- Increase emphasis on student engagement and rigor to prepare students for the higher demands of the Common Core State Standards and 21st Century skills
 - Strategies to read and comprehend complex text, including increased exposure to informational text.
 - Strategies that focus on College and Career Ready Anchor Standards:
 - Key Ideas and Details
 - Craft and Structure
 - Integration of Knowledge and Skills
 - Range of Reading and Level of Text Complexity
- Incorporate math professional development within the professional learning plan to address both conceptual math, as well as basic skills of computation and fluency (see Goal 1b, listed below, for more detail on this.)
- Continue efforts to analyze and effectively use data to monitor student performance and to inform instructional decisions:
 - Greater emphasis on using formative assessments to course correct, differentiate instruction and accelerate student performance (performance tasks, writing samples, rubrics/checklists)
 - Continued use of summative and benchmark assessments to assess students progress toward standards

While specifics of the Professional Learning Plan will be developed in consultation with the district, the plan will consist of the following quantities of delivered services:

- (1) day Summer Leadership Institute
- (1) year subscription to Scholastic U online PD platform
- (160) days of instructional coaching (which will equate to 1-2 visits per teacher per month, plus facilitation of PLCs)

Key Action Steps:

- Develop a comprehensive 2012-13 Professional Learning Plan using the blended approach (online, in-person during PLCs, and job-embedded coaching) to incorporate the targets noted above for literacy, math, student engagement/rigor, and data
 - Utilize the established PLC structure to deepen knowledge, model strategy use, and to discuss implementation effectiveness using evidence of student work:
 - Monday: Teach/Reinforce identified strategies from the 5-5-3-3 map noted above, as well as strategies to increase rigor in preparation for the Common Core State Standards
 - Wednesday: Discussion/Reflection of strategy use in the classroom; sharing evidence of student work, analyzing student data to differentiate instruction
 - Success Periods: Focus on high-impact test-taking strategies to improve performance on state and end-of-course assessments
 - Select targeted strategies from the 5-5-3-3 map to continue emphasis on literacy across all content areas and to build a common vision and focus across the school (see Goal 1a above)

- Identify and enroll teachers in *Scholastic U* courses for Semester 1 and Semester 2 to build upon strategies developed this year and that align with 5-5-3-3. Course selections to include:
 - Middle School Literacy: Improving Text Comprehension, 6-8
 - Supporting Secondary Teachers in Literacy Instruction, 6-12
 - High School Literacy, 9-12
- Map out a professional development strand for mathematics within the Professional Learning Plan (See Goal 1b, below)
- Correlate and reinforce strategies across all professional learning opportunities (online, in-person, job-embedded coaching) to ensure coherence and focus.
 - Strategies identified in Goal 1a above will be taught/modeled/reinforced during weekly PLCs
 - Teachers' individual needs will be supported in the classroom through coaching, modeling, co-teaching, observation/feedback, reflection/debriefing related to identified strategies in Goal 1a above;
 - Evidence of teacher's use and application of the strategies will be monitored and additional support will be provided to differentiate teachers' learning
 - Instructional leaders will support and monitor the use and application of identified instructional strategies using checklists/rubrics during walkthroughs and
 - In collaboration with the school leadership team, SAP will create a schedule/timeline/ expectations for how strategies are to be implemented and how data will be collected and reported.
- Determine data collection tools and timelines to monitor implementation success and teacher development
- Schedule and provide a 1-day Summer Institute for teachers to kick off instructional improvement initiative and to lay a foundation for project goals

Goal 1b: Provide supplemental professional support to deepen math instruction

As referenced in Goal 1a, the Professional Learning Plan for teachers will be augmented to include supplemental support for mathematics teachers aimed at improving instruction. This support will ensure that effective instruction is taking place in a way that makes math accessible to all students in all math classes. The PD experiences will be tailored to complement the current improvement efforts of the school, and designed in a way that builds the capacity of instructional leaders and teachers. The experiences will deepen the math content knowledge of the teachers and will provide them with instructional strategies that meet the needs of all learners. Instructional leaders and teachers will be involved in some, if not all of the following professional development:

- One-day Summer Math Institute on foundations of teaching math
- One-day leadership course that will demonstrate to instructional leaders what effective math instruction looks like
- Two days of content/pedagogy PD for teachers that will follow up the summer institute
- (28) days of supplemental coaching including bi-monthly coaching visits (3 days per visit) for coaches to increase their coach content knowledge and monthly coaching

visits for teachers to provide them with and help them implement strategies that make math accessible to all. The coaching visits will include collaborative planning, modeling and observation of lessons, and debriefing and reflection

Goal 2a: Continue and expand successful academic interventions for students in reading.

In the 2011-2012 school year BRMHS enrolled approximately 100 grade 6, 7, and 8 students in a comprehensive reading intervention program. Students in this program showed strong progress, and our goal in the 2012-2013 school year is to continue to support this successful program while building on its success. This will include:

- Expansion of program to enroll additional 9th and 10th grade students in need of reading intervention (according to date, approximately 55% of students, or 150, read below proficient and could benefit from intervention.)
- Adjusting scheduling to allow for 90 minutes of intense literacy intervention for these students each day
- Ensuring capable technology support is in place for teachers and students, preferably desktops (minimum of 12 each/classroom) and projection systems that are working correctly for teacher instruction.
- (2) days of training for teachers new to READ 180 and (1) day of refresher training for returning teachers
- (40) days of in-classroom support of teachers for an estimated 4-6 teachers (estimated 1-2 visits per month)
- (1) day of refresher leadership training for new and existing administrators
- Onsite technical audit and assistance support (as needed) to ensure seamless operation of in-school technology

Key Action Steps

- Identify students reading below proficiency
- Students are identified using ISTEP (underperforming) data and lexile (below grade-level reading) levels. These two assessments are highly accurate in measuring proficiency and can be used to determine student need for additional support in reading.
- Implement technology-based/teacher-directed reading intervention approaches for these students
- Implement either Read 180 or System 44 (below 2nd grade reading level in need of intensive phonics and decoding skills) in a 90 minute/day classroom setting with working technology and trained teachers.
- Train/retrain participating teachers and provide coaching and consultation to ensure successful implementation

Goal 2b: Introduce academic intervention for students in math.

Building off the successful effort to intervene with students in literacy, in 2012-2013 we propose the creation of a parallel effort in mathematics for students in grades 6 and above. We have identified a series of research-based interventions for struggling math students (Do the Math Now is a year-long course focused on numbers and operations specifically designed for middle and high school students who need help above and beyond their regular class instruction; Fast Math and Fraction Nation are technology based interventions focused

on fact fluency fraction fluency, respectively.) Based on administration of a screening assessment early in the year, students in grades 6-10 will be identified for additional intervention support. A combination of in-class and extended learning/after-school time will be used to implement these interventions. And ongoing coaching will be provided to ensure fidelity of implementation (utilizing the same coaches in a coordinated effort with the math professional development support described above.)

Key Action Steps

- Identify students who are below proficient in math and who could benefit from additional intervention support
- Implement Do the Math Now and technology based interventions focused on fact and fraction fluency (Fastt Math and Fraction Nation); includes 800 hosted licenses for Fastt Math and 600 for Fraction Nation
- Train participating teachers and provide coaching and consultation to ensure successful implementation, including (3) days of upfront training on interventions and (20) days of in-classroom support to ensure fidelity (approximately 1 visit per teacher per month)
- Onsite technical audit and assistance support (as needed) to ensure seamless operation of in-school technology

GOAL 3: Deepen Building-wide Leadership Capacity.

We will ensure that we are deepening and sustaining instructional leadership capacity within the school and that the school leadership team continues to expand the instructional leadership skills repertoire necessary to empower the learning community to continue to focus on school improvement initiatives and student achievement.

Key Action Steps

- Identify new key leaders/teachers to become part of the Teacher Advisory Leadership Committee (TALC) for 2012-2013. For the new members, conduct an Instructional Leadership Institute to build a solid foundation of instructional leadership skills.
 - Create (or update) Individual Leadership Growth Plans (LGPs) with the support of SAP leadership coaches. The LGP will continue to serve as a benchmark for growth and improvement efforts specific to a new cohort of participants. The LGP will provide information to create actionable individualized plans that will foster building-wide leadership capacity. Using the LGP, participants in this program will gain valuable skills in identify, observing and coaching good instruction; facilitating professional learning communities; helping to define and communicate a vision for success in the school; and engaging and representing BRMHS in the community.
 - Conduct monthly executive coaching (45 days total, with a target of monthly one on one time with a coach as well as weekly facilitation of TALC meetings) for every leader to ensure progress against Leadership Growth Plans, with success measured by percentage of LGP goals complete and a leader self-assessment using a rubric of instructional leadership
 - Develop and implement a (2) day Instructional Leadership Institute (estimated date: July, 2012) for the 2011-2012 Cohort of Broad Ripple Leadership Fellows (approximately 15 individuals) with focus on:

- o Deepening the knowledge and use of tools and mental models for sustaining and leading change with a special focus on student demographics, more complex demands for the emerging workforce, influences of new technologies, changing needs of second language learners and new approaches to educating students who are classified with special needs.
- o Expanding the repertoire of leadership skills to include a building-wide focus on LGP goals, adaptability, developing and sustaining distributive leadership and leadership teams (PLCs), strategically communicating to internal and external audiences, building community engagement and reflecting and adopting effective instructional leadership strategies and practices.
- o Defining and expanding school support systems that provide time for collaboration of special education and general education teachers to collaboratively plan delivery of instruction together.
- o Conduct monthly executive coaching for every leader to ensure progress against Leadership Growth Plans

Project Management Support

Scholastic will provide ongoing project management and progress monitoring support throughout the school year, including:

- o Assistance in coordinating all professional learning and implementation events
- o Coordination of content creation and high quality delivery of all implementation tasks
- o Creation of progress monitoring protocols and coordination of data collection throughout the year

Exhibit D

SCHOOL IMPROVEMENT BUDGET

Corporation Name: _____ Corp #: _____

Original
 Amendment # _____

A. BUDGET FOR 2012-2013 Account Number	School Name: 120		School #: 510-593		Line Totals						
	110	120	311-319	440	611-689	710-748	910				
Expenditure Account	Cert	Salary	Noncert	Benefits Cert	Benefits NonCert	Prof. Service	Rentals	Other Purchase Services	General Supplies	Property	Transfer
11000											\$0.00
20000								\$1,999.00			\$0.00
22100 25191						\$774,700.00					\$776,699.00
26400											\$0.00
27000											\$0.00
33000											\$0.00
60100											\$0.00
Column Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$774,700.00	\$0.00	\$1,999.00	\$0.00	\$0.00	\$0.00
TOTAL INSTITUTION COST											\$776,699.00
B. ITEMIZE and EXPLAIN											
General Supplies	Property, Equipment/Tech			Professional Services				Other Purchase Services		Salary Personnel	
				Upfront Professional Development (\$7,600) Ongoing Coaching and Project Mgmt Services (\$620,000) Leadership Development PD and Executive Coaching for Leadership Cadre (\$147,100)				Other Purchase Services 1 Year Subscription to Online PD Platform (\$1,999)			

Expenditure Account	Quantity of Employees	Specific Responsibilities Pertaining to Phase 1: Assessment (NEEDS ASSESSMENT AND PLANNING)	Specific Responsibilities Pertaining to Phase 2: Human Capital Planning (IMPLEMENTATION AND MONITORING) SERVICE DELIVERY)	Specific Responsibilities Pertaining to Phase 3: Evaluation (PROGRESS)	Specific Responsibilities Pertaining to Phase 4: School Turnaround Plan (NOT APPLICABLE)
Improvement of Instruction-Professional Development and Project Management	5	<ul style="list-style-type: none"> Evaluate appropriate steps necessary to add more rigor to the curriculum and instruction approaches with the high-rigor demands of the Common Core Standards and Next Generation Assessments Conduct collaborative discussions with district to define aspiration and instructional vision Conduct needs assessment to better understand revised instructional practices within the school, including WE Surveys, focus groups and classroom observation (20 new teachers) Continue focus on teacher competencies in using available data and interpreting it to drive changes in classroom instruction Continue to target professional development around gaps and recommendations for improvement while working on strategies for best teaching practices 	<ul style="list-style-type: none"> Professional development delivered through a blended approach: online with Scholastic U, face-to-face training through PLCs and leadership training sessions, and with job-embedded instructional and leadership coaching Increase emphasis on student engagement and rigor to prepare students for the higher demands of the Common Core State Standards and 21st Century skills Incorporate math professional development within the professional learning plan to address both conceptual math, as well as basic skills of computation and fluency Ensure specific guidance on high fidelity implementation of curriculum is included in all professional learning opportunities Continue side-by-side, job-embedded coaching providing assistance and reflection/briefing for continuous improvement in the classroom Work with each teacher to develop a personalized plan for growth and development in instruction (based on common vision) Provide assistance in coordinating all professional learning and implementation events 	<ul style="list-style-type: none"> Use performance indicators in place from previous year's partnership to measure high fidelity implementation of curriculum and strategies Continue work closing gaps between curriculum and demands of ISTEP, including new CCSS Observe and track implementation fidelity of recommended instructional techniques Continue to provide assistance and support in facilitating high level PLCs while increasing the rigor with which these are run Continue to provide support with coordination of content creation and monitor goals for high quality delivery of all implementation tasks 	

<p>Improvement of Instruction- Leadership Development Support</p>	<p>5</p>	<p>Assess new leadership practices through a leadership needs assessment</p> <p>Identify new key leaders/teachers to become part of the Teacher Advisory Leadership Committee (TALC) for 2012-2013</p>	<p>Continue assessing progress toward goals of Leadership Growth Plans through monthly coaching sessions with individual leaders. Identify strengths and areas of challenge and make appropriate adjustments</p> <p>For new TALC members, conduct an Instructional Leadership Institute to build a solid foundation of instructional leadership skills.</p> <p>Facilitate development of individualized TALC Leadership Growth Plans for each member</p> <p>Conduct monthly executive coaching for every leader</p> <p>Develop and implement a (2) day Instructional Leadership Institute for TALC</p>	<p>Conduct monthly executive coaching for every leader to ensure progress against Leadership Growth Plans, with success measured by percentage of LCP goals complete and a leader self-assessment using a rubric of instructional leadership</p> <p>Progress monitoring protocols will be used and coordination of data collection will measure successes throughout the year</p> <p>Specific indicators for high fidelity implementation of best practice leadership techniques will be identified and tracked as part of project</p>
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EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the contract process.



Received

JUN 29 2012

DOA Contracts

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

1. EDS Number: A58-2-12DL-0509	2. Date prepared: 6/22/2012
-----------------------------------	--------------------------------

3. CONTRACTS & LEASES

<input checked="" type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input checked="" type="checkbox"/> Amendment# <u>1</u>
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal #
<input type="checkbox"/> QPA	<input type="checkbox"/> Other

FISCAL INFORMATION

4. Account Number: 82620-58D00	5. Account Name: DOE DOEd Fund
6. Total amount this action: \$0.00	7. New contract total: 782,072.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2012	\$782,072.00
Year	\$
Year	\$
Year	\$

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 9/1/2011	12. To (month, day, year): 8/30/2012
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input type="checkbox"/> Emergency
<input checked="" type="checkbox"/> RFP# <u>11-74</u>	<input type="checkbox"/> Other (specify)
<input type="checkbox"/> Negotiated	<input type="checkbox"/> Special Procurement

35. Will the attached document involve data processing or telecommunications systems(s)? Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):
IC 20-19-3-5

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)
This amendment adds two additional months to the term. The Contractor will conduct an in-depth analysis of the systems and capacities, as well as provide strategic interventions and support for the following school: Broad Ripple High School/Indianapolis Public Schools. Specifically, the analysis will include a thorough examination of the school's assets and liabilities (e.g. leadership, human capital, organizational culture). During this initial analysis phase and throughout the engagement, the Contractor will develop and execute a strategic intervention plan for the school, targeted at improving instructional quality and student achievement with a focus on "early wins" while looking ahead toward long-term, sustainable results. A "high-touch" presence in the school building and the community served will be required.

38. Justification of vendor selection and determination of price reasonableness:
Based on application scoring, in response to the RFP 11-74, six applicants were invited to deliver a formal oral presentation, which included an intense Q&A session. Based on presentations, three finalists were selected, given case studies of schools, and asked to respond with a proposal for school improvement. This proposal was presented orally to the Indiana Department of Education and scored by a committee. All three finalists were recommended and approved by IDOE to serve as lead partners. Price was determined to be reasonable given stated prices for lead partner work based on the number of students in the school as well as additional fees for the services outlined in the scope of work.

39. If this contract is submitted late, please explain why. (Required if more than 30 days late.)
This contract was forwarded as soon as all details were finalized.

40. Agency fiscal officer or representative approval <i>[Signature]</i>	41. Date Approved 06-26-2012	42. Budget agency approval <i>[Signature]</i>	43. Date Approved 7/5/12
44. Attorney General's Office approval <i>[Signature]</i>	45. Date Approved 7/16/12	46. Agency representative receiving from AG	47. Date Approved

AGENCY INFORMATION	
14. Name of agency: Department of Education	15. Requisition Number: 0000008730

16. Address: DOE-ACCOUNTING 151 WOHIO ST INDIANAPOLIS, IN 46204
--

AGENCY CONTACT INFORMATION	
17. Name: Richard McKnight	18. Telephone #: 317 2320596
19. E-mail address: rmcknigh@doe.in.gov	

COURIER INFORMATION	
20. Name: Jim Holdeman	21. Telephone #: 232-0517
22. E-mail address: jholdeman@doe.in.gov	

VENDOR INFORMATION	
23 Vendor ID #	0000012235
24. Name: SCHOLASTIC INC	25. Telephone #: (212) 985-7909
26. Address: 557 BROADWAY NEW YORK, NY 10012	

27. E-mail address: duyoung@scholastic.com	
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
29. Primary Vendor: M/WBE	30. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: _____ %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Women: _____ %
31 Sub Vendor: M/WBE	32. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: _____ %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Women: _____ %
33. Is there Renewal Language in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

RECEIVED
JUL 06 2012
ORG-ADVISORY



**CONTRACT
AMENDMENT #1
EDS# A58-2-12DL-0509**

This is an Amendment/Renewal to the Contract ("the Contract"), entered into by and between the **Indiana Department of Education** (the "State") and **Scholastic Inc.** (the "Contractor") dated September 1, 2011 to June 30, 2012.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

The Contract is hereby amended for an additional period of two (2) months. It shall terminate on August 30, 2012.

Total remuneration under the Contract is not to exceed \$792,072.

The following clauses in the Contract are amended as follows:

3. Term

Paragraph 3. relating to **Term**, is hereby deleted in its entirety and replaced with the following:

This Contract shall be effective for a period of twelve (12) months. It shall commence on **September 1, 2011** and shall remain in effect through **August 30, 2012**.

All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

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: [Signature]
Printed Name: DUNCAN Young
Title: SVP, Scholastic Achievement Partners
Date: 6/19/12

Attested By: [Signature]
Karen Nader
VP
6/21/12

Indiana Department of Education:

By: [Signature] (for)
Dr. Tony Bennett
Superintendent of Public Instruction
Date: June 26, 2012

Department of Administration

[Signature] (for)
Robert D. Wynkoop, Commissioner
Date: 7/3/12

State Budget Agency

[Signature] (for)
Adam M. Horst, Director
Date: 7/5/12

APPROVED as to Form and Legality:

Office of the Attorney General
[Signature] (for)
Gregory F. Zoeller, Attorney General
Date: 7/16/12

* RUSH *

EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Received
FEB 24 2012



Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form. **TO**
2. Please type all information. **IDOA Contracts**
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

AGENCY INFORMATION			
14. Name of agency: Department of Education	15. Requisition Number: 000006730		
16. Address: DOE-ACCOUNTING 151 W OHIO ST INDIANAPOLIS, IN 46204			
AGENCY CONTACT INFORMATION			
17. Name: Richard McKnight	18. Telephone #: 317 2320596		
19. E-mail address: rmcknigh@doe.in.gov			
COURIER INFORMATION			
20. Name: Tina Austin	21. Telephone #: 232-0569		
22. E-mail address: taustin@doe.in.gov			
VENDOR INFORMATION			
23 Vendor ID # 0000012235			
24. Name: SCHOLASTIC INC	25. Telephone #: (212) 965-7909		
26. Address: 557 BROADWAY NEW YORK, NY 10012			
27. E-mail address: duyong@scholastic.com			
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
29. Primary Vendor: M/WBE Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	30. If yes, list the %: Minority: _____ % Women: _____ %		
31 Sub Vendor: M/WBE Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	32. If yes, list the %: Minority: _____ % Women: _____ %		
33. Is there Renewal Language in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
35. Will the attached document involve data processing or telecommunications systems(s)? <input type="checkbox"/> Yes: IOT or Delegate has signed off on contract			
36. Statutory Authority (Cite applicable Indiana or Federal Codes): IC 20-19-3-5			
37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) Contractor will conduct an in-depth analysis of the systems and capacities, as well as provide strategic interventions and support for the following school: Broad Ripple High School/Indianapolis Public Schools. Specifically, the analysis will include a thorough examination of the school's assets and liabilities (e.g. leadership, human capital, organizational culture). During this initial analysis phase and throughout the engagement, the Contractor will develop and execute a strategic intervention plan for the school, targeted at improving instructional quality and student achievement with a focus on "early wins" while looking ahead toward long-term, sustainable results. A "high-touch" presence in the school building and the community served will be required.			
38. Justification of vendor selection and determination of price reasonableness: Based on application scoring, in response to the RFP 11-74, six applicants were invited to deliver a formal oral presentation, which included an intense Q&A session. Based on presentations, three finalists were selected, given case studies of schools, and asked to respond with a proposal for school improvement. This proposal was presented orally at the Indiana Department of Education and scored by a committee. All three finalists were recommended and approved by IDOE to serve as lead partners. Price was determined to be reasonable given stated prices for lead partner work based on the number of students in the school as well as additional fees for the services outlined in the scope of work.			
39. If this contract is submitted late, please explain why: (Required if more than 30 days late.) This contract was forwarded as soon as all details were finalized.			
40. Agency fiscal officer or representative approval <i>fx</i>	41. Date Approved 02-23-2012	42. Budget agency approval <i>[Signature]</i>	43. Date Approved 2/27/12
44. Attorney General's Office approval <i>MM</i>	45. Date Approved 2/27/2012	46. Agency representative receiving from AG	47. Date Approved

1. EDS Number: A58-2-12DL-0509	2. Date prepared: 1/18/2012
-----------------------------------	--------------------------------

3. CONTRACTS & LEASES	
<input checked="" type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input type="checkbox"/> Amendment# _____
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal # _____
<input type="checkbox"/> QPA	<input type="checkbox"/> Other _____

FISCAL INFORMATION	
4. Account Number: 62620-59D00.	5. Account Name: DOE DOE Fund
6. Total amount this action: \$792,072.00	7. New contract total: 792,072.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2012	\$792,072.00
Year _____	\$ _____
Year _____	\$ _____
Year _____	\$ _____

TIME PERIOD COVERED IN THIS EDS	
11. From (month, day, year): 9/1/2011	12. To (month, day, year): 6/30/2012
13. Method of source selection: <input type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input type="checkbox"/> Negotiated <input checked="" type="checkbox"/> RFP# 11-74 <input type="checkbox"/> Other (specify) _____ <input type="checkbox"/> Special Procurement	

35. Will the attached document involve data processing or telecommunications systems(s)? Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):
IC 20-19-3-5

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)
Contractor will conduct an in-depth analysis of the systems and capacities, as well as provide strategic interventions and support for the following school: Broad Ripple High School/Indianapolis Public Schools. Specifically, the analysis will include a thorough examination of the school's assets and liabilities (e.g. leadership, human capital, organizational culture). During this initial analysis phase and throughout the engagement, the Contractor will develop and execute a strategic intervention plan for the school, targeted at improving instructional quality and student achievement with a focus on "early wins" while looking ahead toward long-term, sustainable results. A "high-touch" presence in the school building and the community served will be required.

38. Justification of vendor selection and determination of price reasonableness:
Based on application scoring, in response to the RFP 11-74, six applicants were invited to deliver a formal oral presentation, which included an intense Q&A session. Based on presentations, three finalists were selected, given case studies of schools, and asked to respond with a proposal for school improvement. This proposal was presented orally at the Indiana Department of Education and scored by a committee. All three finalists were recommended and approved by IDOE to serve as lead partners. Price was determined to be reasonable given stated prices for lead partner work based on the number of students in the school as well as additional fees for the services outlined in the scope of work.

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)
This contract was forwarded as soon as all details were finalized.

40. Agency fiscal officer or representative approval <i>fx</i>	41. Date Approved 02-23-2012	42. Budget agency approval <i>[Signature]</i>	43. Date Approved 2/27/12
44. Attorney General's Office approval <i>MM</i>	45. Date Approved 2/27/2012	46. Agency representative receiving from AG	47. Date Approved



RECEIVED
FEB 27 2012
OAG-ADVISORY

REQUISITION

Ship To: IN Department of Education
Accounting Dept.
151 W OHIO ST
INDIANAPOLIS IN 46204

Bill to: IN Department of Education
Accounting Dept.
151 W OHIO ST
INDIANAPOLIS IN 46204

Requisition No.	Date	Required Date	Page
000006730	02/23/2012		1 of 1
Fund/Object/Center: 62620/ 531010 / 59D000			
Dept Number: 023047			
Project Number: 7000S010A110014			
Requisition Number: 000006730			
Requestor: M254188 Melissa Ann Covey			
Agency Number: 00700 Department of Education			
Facility:			

MUST COMPLETE FOR ICPR
 Print REQ
 Streamline Eligible

Line	Item	Description	Quantity	UOM	Unit Price	Ext Amt
1-1		TO ENCUMBER FUNDS. RECEIVE BY AMOUNT ONLY. A58212DL0509	1.0000	MON	792,072.0000	792,072.00

Vendor: 0000012235 SCHOLASTIC INC

<< Contractor will conduct an in-depth analysis of the systems and capacities, as well as provide strategic interventions and support for the following school: Broad Ripple Magnet High School/Indianapolis Public Schools. Specifically, the analysis will include a thorough examination of the school's assets and liabilities (e.g. leadership, human capital, organizational culture). During this initial analysis phase and throughout the engagement, the Contractor will develop and execute a strategic intervention plan for the school, targeted at improving instructional quality and student achievement with a focus on "early wins" while looking ahead toward long-term, sustainable results. A "high-touch" presence in the school building and the community served will be required. >>

The following UN/CEFACT Unit of Measure Common Codes are used in this document:
 MON Month

Requisition Total \$ 792,072.00

I certify that the item[s] requested is [are] necessary for the operation of this State Agency.		
Requestor Signature <i>Barbara Knight for M. Covey</i>	Printed Name of Agency Head or Authorized Employee <i>Beverly Flanagan</i>	Authorized Signature <i>Beverly D. Flanagan</i>

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.

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:
- (1) 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 (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.

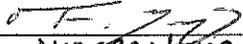
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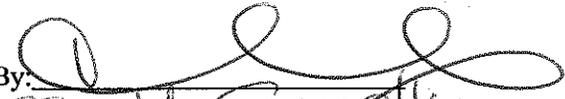
Non-Collusion and Acceptance

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.

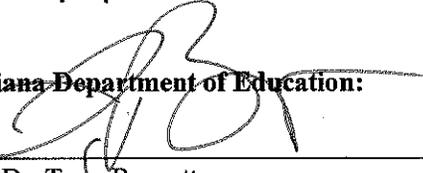
In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Contract. The Parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

Scholastic, Inc.:

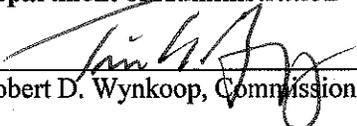
By: 
Printed Name: Duncan Young
Title: SVP Scholastic Achievement Partners
Date: 2/19/12

Attested By: 
Teresa M. Connelly
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 ¹	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"> • 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. • Use Curriculum Matrix and Next Navigator tools to analyze current curriculum, with recommendations for where curriculum might be streamlined • Analyze fidelity with which current curriculum is being implemented across classrooms (observation, discussion) • Analyze instructional materials being used (e.g. looking at content relevancy, curriculum alignment, rigor, etc.) 	<ul style="list-style-type: none"> • Use curriculum analysis report to develop targeted professional development around gaps and recommendations for improvement. • Ensure specific guidance on high fidelity implementation of prescribed curriculum is included in all professional learning opportunities 	<ul style="list-style-type: none"> • Create performance indicators to measure high fidelity implementation of curriculum • Ensure closing of gaps between curriculum and demands of state test and Common Core State Standards.

¹The 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"> • 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? • Conduct needs assessment to better understand instructional practices within the school, including WE Surveys, focus groups, and classroom observation • Focus specifically on teacher competencies in using available data and interpreting it to drive changes in classroom instruction 		<ul style="list-style-type: none"> • Coach will provide side by side assistance and reflection/de-briefing for continuous improvement • Specific indicators for high fidelity implementation of best practice instructional techniques will be identified and tracked as part of project 	<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"> • Observe and track fidelity of implementation of recommended instructional techniques • Provide assistance and support in facilitating high school PLCs • Provide PLC facilitation with an eye towards increasing the rigor with which these are run • Conduct upfront Instructional Excellence Institute focusing on key areas for growth identified in the needs assessment • Conduct Job-Embedded Instructional Coaching for all middle school teachers • Conduct quarterly group-based PD that continues to do a "deep dive" on key topic areas
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<p>Improvement of Instruction - Leadership</p>	<p>2</p>	<ul style="list-style-type: none"> Assess current leadership practices through a leadership needs assessment Identify cohort of key leaders/teachers to form a team of Broad Ripple Leadership Fellows 	<ul style="list-style-type: none"> 	<ul style="list-style-type: none"> 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. Specific indicators for high fidelity implementation of best practice leadership techniques will be identified and tracked as part of project 	<ul style="list-style-type: none"> Identify Leadership Cohort of 7-10 leaders/teachers Conduct an Instructional Leadership Institute to build a solid foundation of instructional leadership skills in Leadership Cohort Facilitate development of individualized leadership growth plans for every Fellow Conduct monthly executive coaching for every leader to ensure progress against Leadership Growth Plans
<p>Improvement of Instruction - Interventions</p>	<p>2</p>	<ul style="list-style-type: none"> Evaluate school's literacy gap by looking at state test and available Lexile assessment data to determine number of students reading below proficient 	<ul style="list-style-type: none"> 	<ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> 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. Train participating teachers and provide coaching and consultation to ensure successful implementation

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

BUDGET

Account Number	A. BUDGET FOR 2011-2012		110		120	211-290	211-290	311-319	440	510-593	611-689	710-748	910	Line Totals					
	Expenditure Account		Cert	Salary	Noncert	Benefits Cert	Benefits NonCert	Prof. Service	Rentals	Other Purchase Services	General Supplies	Property	Transfer						
11000	Instruction													\$0.00					
20000	Support Services- Student													\$0.00					
22100	Improvement of Instruction (Professional development)*													\$792,072.00					
25191	Refund of Revenue						\$711,626.00			\$2,294.00		\$78,152.00		\$0.00					
26400	Operation and Maintenance													\$0.00					
27000	Transportation													\$0.00					
33000	Community Service Operations													\$0.00					
60100	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. ITEMIZE and EXPLAIN																			
General Supplies					Property: Equipment/Tech					Professional Services					Other Purchase Services				
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)									

1003(g) SIG Site Visit Report

Date: 5-17-13 CH

School: John Marshall Community High School

District: Indianapolis Public Schools

Components of the Site Visit

TIME	COMPONENT
11:00 – 11:30 am	Meeting with Mr. Gray/Mr. Dinkins Meeting to discuss progress towards on the three priorities established during the strategic planning meeting; student goal setting, greater transparency around student data/needs, developing a shared vision that drives improvement.
11:30 – 12:30 pm	Classroom Observations These visits will focus on the effectiveness of core instruction with particular attention paid to gathering evidence that teachers are intentionally developing lessons to meet the demonstrated needs of their students. We will also use this time to check for the incorporation of student goal setting into the regular instructional program.
12:30 – 1:15 pm	Teacher Focus Group Meet with teachers to discuss success and challenges of grant.
1:15 – 2pm	Debrief Share thoughts and observations of the day. Build in time to discuss the sustainability of the grant as year 3 winds down.

Priority 1 - Student Goal Setting – Student Ownership

Progress towards Implementation

Set goals based on report cards and student aspirations

Develop program to accompany goals and integrate into the school's culture

Assign Teacher Leaders to develop the plan for the program, calendars, expectations, etc

Notes: Successes include having students be more aware of the ECA schedule. Students are looking forward to and prepping for the assessments.

Adjustments Needed

Notes: The 8-Step processes will be revised next year to allow for more time to look at data and focus more on student goals.

Priority 2 - Effectiveness of Core Instruction

Progress towards Implementation

What steps have been taken to increase teacher understanding of the students in their classroom?

What data has been explicitly provided to teachers? How have they used it?

Notes: The school is working towards building leadership capacity to help all teachers learn to teach reading and writing. Additionally, teachers are working to look more at data, use effective questioning techniques. Resources like "Teach Like a Champion" are read by teachers and instructional strategies are being mapped to match the RISE evaluation rubric. This will help to build consistent, strong, proven strategies and ensure consistency from one classroom to another.

Adjustments Needed

Notes: Leadership at the school is strong, but still developing in its ability to support teachers in reading instruction. This includes a turnover in school improvement support from a new company, Voyager Learning. The partnership is positive, but is only one year into implementation.

Priority 3 - Promulgate Clear and Consistent Vision

Progress towards Implementation

Notes: Several unexpected changes occurred over the last three years, including a change in school improvement support (i.e., School Works, Pearson, and Voyager Learning), principal turnover, new students and staff from other area schools due to State takeover. This has been a challenge for the school to maintain a clear and consistent vision.

Adjustments Needed

The co-principals have worked this year to define their leadership style and vision. The school support with Voyager Learning has been successful and will hopefully continue into next year. The school also had success with Pearson materials and will continue to utilize next year.

The school is working to build a community with staff to develop teacher collaboration within the school.

The school continues to build a vision on both high quality instruction and positive behavior from students.

Summary of School Improvement Plan Implementation

Strengths

The school has worked through many trials in the last three years. The current leadership team appears to have a clear and consistent vision to focus on teaching reading. A partnership with Voyager Learning has been positive and helpful in this goal, as well as a former partnership with Pearson Learning and several reading resources that have been used.

During a focus group with some teachers, it is evident that teaching staff is invested in the students and school. Teacher feedback indicated a need to better utilize Success Time (8-Step) and building camaraderie among the teaching staff. These were also noted by the leadership team, indicating that both parties are aligned with the needs of the school.

Areas needing additional attention

Several changes within the last three years have created barriers to fully successful implementation of the 1003(g) grant. The leadership team is aware of the progress – or lack of – but still presents a common, united, and focused vision for continued improvement.

Increased effectiveness with use of Success Time to better match teachers and students; utilize time more effectively, including using some AVID-like strategies to provide students with study skills and organization.

Areas needing immediate attention

This is the last year for the 1003(g) grant at John Marshall. There are no immediate needs tied directly to the continued implementation of the grant. However, focusing on reading instruction, implementing the 8-Step process more effectively, and promoting community within the teaching staff are the three “big” ideas that were discussed during the visit.

1003(g) SIG Site Visit Report

Date: 5-17-13 CH

School: John Marshall Community High School

District: Indianapolis Public Schools

The leadership team must also identify key components of the current school improvement plan to continue next year. For example, teacher interventionists were identified as a successful component of the current plan, but an alternative funding source will need to be used to sustain those positions.

1003(g) Final 2012-2013 SIG Site Visit Report

Date: 30 May 2013_8:30 AM-11:30 AM Angela J. Nealy, M.S. Outreach Coordinator/IDOE

School: George Washington Community High School

District: Indianapolis Public Schools

Components of the Site Visit

- School Introduction-Linda Gagy, Principal; Cynthia L. Hurst-IDOE T1, Debra Leser-Dir. of Schools/IPS; Dr. Joel Munoz, Ed.D.- IPS, Teresa A. Brown-IDOE/Asst. Supt. Outreach, Leroy Brown-IDOE/Dir. Outreach, Angela J. Nealy, M.S.,IDOE/ Outreach Coordinator, Cynthia Perkins, Vice Principal-IPS, William Buckley, Vice Principal-IPS
- School Tour
- Classroom Observations-Hebda (HS E/LA), Aquino(HS/E/LA); Aquino (HS/E/LA); McCray (MS Science); Burch (MS Math) ; Gatza (MS Math)
- Focus Group-Hadge 3/3, Ganga 3/3, Pierce 11/11, English 9/27, Pickering 2/20, Barley-IC

Priority 1 – Development of RTI Process and Procedures

Progress towards Implementation

1. Share Action Plan with the rest of GWCHS Staff. There was a power point created and shown during professional development after the initial RTI plan was devised specifically for George Washington Community High School.
2. Determine how Action Plans, SLOs and PD Plans will be integrated and aligned into one plan. (SLOs are the priority). Responsibility of the building administrators
3. Create action plan for RTI. The plan was created by the principal, the leadership team along with guidance from Lead Partner, Amplify.
4. Ensure that all teacher action plans are intentionally aligned with SLO's. This is an ongoing activity with weekly reports generated by Wireless (Amplify) and sent to the IDOE.

Adjustments Needed-

The following items are in response to sustainability schoolwide.

1. The maintaining of the success period in their present form with some acute adjustments.
2. The Leadership team will absorb the response to intervention (RTI).
3. Utilize the eight (8) step process. The math is in place, but the Language Arts team will be put into place this summer by the teachers.
4. Increase the number of times the groups will move from four weeks to six weeks each of nine weeks. Pre and Post- tests will guide the movement of the students in their respective groups.

1003(g) Final 2012-2013 SIG Site Visit Report

Date: 30 May 2013_8:30 AM-11:30 AM Angela J. Nealy, M.S. Outreach Coordinator/IDOE

School: George Washington Community High School

District: Indianapolis Public Schools

Priority 2 – Cadre Teachers

Progress towards Implementation

1. Identify sections with the highest number of basic readers for additional support. Assigning the students to success period relative to the skill set for that area. Thus all teachers have a success period.
2. Modify Cadre schedule to assign them based on their expertise to the appropriate classrooms. See previous section. The lower quartile students are sitting with the regular standards met students not just those students assigned to success periods.
3. Create and share non-negotiables for co-teaching with Cadre and Gen-Ed teachers. This activity is maintained by current acting- principal
4. Develop process and tools to monitor specific performance data for students identified for additional support. This is an ongoing activity building wide hosted by the teachers, staff, students and the lead partner, Wireless (Amplify).
5. Assign specific students to cadre teachers and ensure cadres teachers monitor performance throughout the semester. Lower quartile students assigned in GenEd classrooms

Adjustments Needed

1. Rotate the students assigned to the Cadre Teachers on a four to six week basis.
2. The guidance by the Lead Partner within the PLC's moving to the internal leadership of the Teachers independent from administration and WirelessGen(Amplify)

Summary of School Improvement Plan Implementation

Strengths

1. The Data Coach within the district will continue from the district office.
2. Title 2A- Instructional Coach
3. 70 community partners which will replace the SIG g funds as a function of sustainability
4. Alumni Association
5. 50 year Club
6. Eli Lilly
7. Cynthia Perkins-Asst. Principal is a tremendous resource with her past connections to the NFHSAA and USA Track and Field.

Areas needing additional attention

- Athletically in order for the football team to have a safe and successful athletic and academic year there is a great need for new safe Football Equipment.
- A sustainability document will be emailed to the principal for use over the coming school years
- The IDOE will be available for support and creative solutions

1003(g) SIG Site Visit Report

Date: Thursday, May 16, 2013 completed by Angela J. Nealy,
Outreach Coordinator

School: Broad Ripple Magnet High School

District: Indianapolis Public Schools

Components of the Site Visit

9:30-10:00 - Introduction : Principal Akers, IPS-BRMHS; Yvonne Rambo, IPS/HQ; Pat Elff, IPS/HQ; Cynthia L. Hurst, TI/IDOE; Angela J. Nealy, M.S., Outreach Coordinator/IDOE, Leroy Robinson, Director of Outreach/ IDOE; Duncan Young, SVP/Scholastic; Jim Strayer, Reg. Dir./Scholastic; Stephanie Williams, Data Coach/BRMHS; Bobby, Data Representative from IPS, Matt Rymer, Scott Syverson

10:00-10:30 - School tour

10:30-11:30 – Observations (6-8 classrooms) Ms. Johnson, Ms. Tyte, Ms. Stricker, Mr. Albers, Monsieur Andre, Ms. Lafferty

11:30-12 – Teacher focus group (4-7 teachers) Ms. Lafferty, Ms. Dearth, Ms. Newman- Smith, Ms. Bryant, Monsieur Andre, Ms. Sharp, Mr. Judd

12-12:30 – Student focus group (4-7 students) Haley C., Jeffrey G., Marcos V., Yeimi G., Brian T., Daizia E., Jazmyne K.

12:30-12:45 - Debrief

Priority 1 – Extended Day

Progress towards Implementation-

1. Principal Akers Followed up on the extended day as he wanted to highlight what was taking place and what was not. The teachers were to observe who stayed and those whom did not.
2. The students communicate on an ongoing basis that they are hungry as a result of a very long day, which it makes it difficult for the students to focus on learning. This is an ongoing need (Snacks during after school) for the school to better facilitate the extended day.
3. Students do not get home early enough. 7 pm or 8 pm is their normal arrival time at home. The students spend an average of three plus hours on the bus to and fro.
4. 55 students moved to 65 students who on ISTEP struggle with *Math* and *LA*.
5. The master schedule was extended to assist with tutoring and homework help time.
6. High School, Afterschool Rocket Success Center, only 40 students during the school day attends this session.

Adjustments Needed

1. The last report asked for extended day and it is complete.
2. The Master Schedule will change as in the lunch period to 12:30pm from 10:30 am.

1003(g) SIG Site Visit Report

Date: Thursday, May 16, 2013 completed by Angela J. Nealy,
Outreach Coordinator

School: Broad Ripple Magnet High School

District: Indianapolis Public Schools

Priority 2 - Interventions

Progress towards Implementation-

1. Success periods were divided based on past LA and Math.
2. AP teachers wanted their own students based on performance.
3. Freshman-They have completed the past ECA's prep-work and are working on the ECA's for next year. See BRMHS Education Pays success period (EPSP) structure.
4. Freshmen-working towards ECA's, comprehension skills through SIG 1003 (g) funds. The leadership team was able to write lesson plans for a team for the EPSP.
5. Data talk and Test talks during the school day are improving during the school day.
6. SIG 1003(g) monies fund the academic coaches and increase the learning outcome of the students.
7. SIG 1003(g) funds increase the afterschool activities as well as the two week intersession.

Adjustments Needed

- PLC has been stream lined and become structured and has settled into a structured day. Teachers now lead the ILT in the PLC's. Mrs. Stephanie Williams facilitates the process and the teachers run the Tuesday and Wednesday PLC's with the new strategies. The spring SAP pulled back so that the teachers may lead the PLC's.
- SAP and TNTP will collaborate to assist with a struggling teacher. Support not evaluation on SAP's part.
- Leadership summit this summer for teachers based on SIG 1003(g) money
- READ 180 has exhibited growth 30 down to 18???? under reading levels

Priority 3 – School-wide Instruction

Progress towards Implementation-

- Differentiated instruction (2.5 rise rubric)
- Focused instruction Math 180 with SIG 1003(g) monies for Middle School/High School
- Excel Math will be used with grade six (6) through geometry, Alg 1 and Alg 2 class. SIG 1003(g) grant will be used to purchase these items.

Adjustments Needed

- Indy Learning Centers contract for tutoring with IUPUI through IPS district office funding is ending in May 2013.
- Peer mentor program will reinstitute if time. Middle School could benefit from an additional focus and targeted plan.
- Creating lesson plans for extended day such that Co-Teaching will be a training component. The teachers will be able to use SIG 1003(g) monies to plan the lessons for individualized outcomes for each student who is assigned to extended day. A pre-assessment will be created to measure the growth of the young people during this session.

Summary of School Improvement Plan Implementation**Strengths**

1. Extended day with the use of SIG 1003(g) funds
2. A Teacher who is trained in their respective content area for the actual and correct use of Co-Teaching in the classroom. The actual use of the correct content area to really support the struggling student who is not reading at grade level but expected to perform academically at grade level.
3. The staff
4. The school culture as a schoolwide effort to make all who enter the doors of Broad Ripple Magnet High School feel wanted and welcome!
5. The tutors for math, science, reading, and physics and for all of the students term papers.
6. The data coach and the data team.
7. The grade for the Middle School moved from an F to a C
8. The grade for the High School moved from a F to a B
9. The level of instruction has increased 30%

Areas needing additional attention

1. There are four positions funded by SIG 1003(g) that need immediate funding for next year and the school leadership team needs to know now if the 1003(g) will be renewed.
2. The Lead Partner Scholastic (SAP) needs to know will that relationship continue as well. (SAP is compensated by IDOE not SIG 1003(g))
3. There are 140 students/1000 students who are on probation now as a result of a grade point average less than 2.0.

Areas needing immediate attention

1. 1003(g) SIG renewal for 2013-2014?
2. The continued relationship with Scholastic?

* RUSH *

EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)



Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

AGENCY INFORMATION

14. Name of agency: Department of Education	15. Requisition Number: 0000008133
16. Address: DOE-ACCOUNTING 151 W OHIO ST INDIANAPOLIS, IN 46204	

AGENCY CONTACT INFORMATION

17. Name: Emily Richardson	18. Telephone #: 233-9589
19. E-mail address: erichardson@doe.in.gov	

COURIER INFORMATION

20. Name: Jim Holderman	21. Telephone #: 232-0517
22. E-mail address: jholderman@doe.in.gov	

VENDOR INFORMATION

23. Vendor ID # 0000119122	
24. Name: CAMBIAN EDUCATION INC	25. Telephone #: (214) 929-6110
26. Address: SOPRIS VOYAGER 17855 N DALLAS PKWY STE 400 DALLAS, TX 75287	

27. E-mail address: Vernon.Johnson@voyagerlearning.com

28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) Yes No

29. Primary Vendor: M/WBE	30. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: _____ %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Women: _____ %

31. Sub Vendor: M/WBE	32. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: _____ %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Women: _____ %

33. Is there Renewal Language in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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1. EDS Number: A58-3-130T-1178	2. Date prepared: 12/20/2012
-----------------------------------	---------------------------------

3. CONTRACTS & LEASES

<input checked="" type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input type="checkbox"/> Amendment# _____
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal # _____
<input type="checkbox"/> QPA	<input type="checkbox"/> Other _____

FISCAL INFORMATION

4. Account Number: 62620-59D00.	5. Account Name: DOE DOEd Fund
6. Total amount this action: \$640,000.00	7. New contract total: 640,000.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2013	\$640,000.00
Year _____	\$ _____
Year _____	\$ _____
Year _____	\$ _____

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 9/1/2012	12. To (month, day, year): 8/31/2013
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input type="checkbox"/> Emergency
<input type="checkbox"/> RFP# _____	<input checked="" type="checkbox"/> Other (specify) RFI 12-104
<input type="checkbox"/> Negotiated <input type="checkbox"/> Special Procurement	

35. Will the attached document involve data processing or telecommunications systems(s)? Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):
IC 20-19-3-5

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)
The vendor was assigned by the State Board of Education, upon the recommendation of the Department of Education, to provide educational consulting and managing services as a lead partner to John Marshall Community High School per scoring under the state accountability system for the previous six years. Cambium dba Voyager will be providing services in order to meet specific goals, and in turn will aid in turning around John Marshall.

38. Justification of vendor selection and determination of price reasonableness:
The IDOE issued a request for information via the IDOA. The IDOE evaluated the responses and presented its findings to the State Board of Education (SBOE) in an August meeting. The SBOE approved the IDOE's recommendations. Voyager responded to the RFI and the SBOE's August minutes are attached.

RECEIVED
JAN 17 2013
OAG-ADVISORY

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)
This contract was submitted as soon as all details were finalized.

40. Agency fiscal officer or representative approval 	41. Date Approved 1/10/13	42. Budget agency approval 	43. Date Approved 1/16/13
44. Attorney General's Office approval 	45. Date Approved 17 Jan 13	46. Agency representative receiving from AG 	47. Date Approved



REQUISITION

Ship To: IN Department of Education
Accounting Dept.
151 W OHIO ST
INDIANAPOLIS IN 46204

Bill to: IN Department of Education
Accounting Dept.
151 W OHIO ST
INDIANAPOLIS IN 46204

Requisition No. 000008133	Date 12/28/2012	Required Date	Page 1 of 1
Fund/Account: 62620 / 531010			
Dept Number: 023047			
Project Number: 7000S377A100015			
Requisition Number: 000008133			
Requestor: M254188		Melissa Ann Covey	
Agency Number: 00700		Department of Education	
Facility:			

MUST COMPLETE FOR ICPR

Print REQ
 Streamline Eligible

Line	Item	Description	Quantity	UOM	Unit Price	Ext Amt
1-1		TO ENCUMBER FUNDS. RECEIVE BY AMOUNT ONLY. A583130T1178	1.0000	MON	640,000.0000	640,000.00

Vendor: 0000119122 CAMBIAN EDUCATION INC

<< The vendor was assigned by the State Board of Education, upon the recommendation of the Department of Education, to provide educational consulting and managing services as a lead partner to John Marshall Community High School. John Marshall scored in the lowest category designation under the state accountability system for the previous six years. Cambium dba Voyager will be providing services in order to meet specific goals, and in turn will aid in turning around John Marshall. >>

The following UN/CEFACT Unit of Measure Common Codes are used in this document:
MON Month

Requisition Total \$ 640,000.00

<p><i>M. Dye for</i></p> <p>Requestor Signature</p> <p style="text-align: center;">M. Covey</p>	<p style="text-align: center;">I certify that the item[s] requested is [are] necessary for the operation of this State Agency.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>Printed Name of Agency Head or Authorized Employee</p> <p style="text-align: center;">Beverly Flanagan</p> </td> <td style="width: 50%; vertical-align: top;"> <p>Authorized Signature</p> <p style="text-align: center;"><i>Beverly D. Flanagan</i></p> </td> </tr> </table>	<p>Printed Name of Agency Head or Authorized Employee</p> <p style="text-align: center;">Beverly Flanagan</p>	<p>Authorized Signature</p> <p style="text-align: center;"><i>Beverly D. Flanagan</i></p>
<p>Printed Name of Agency Head or Authorized Employee</p> <p style="text-align: center;">Beverly Flanagan</p>	<p>Authorized Signature</p> <p style="text-align: center;"><i>Beverly D. Flanagan</i></p>		

PROFESSIONAL SERVICES CONTRACT
EDS #A58-3-13OT-1178

This Contract ("this Contract"), entered into by and between the **Indiana Department of Education** (the "State" or IDOE) and **Cambium Education, Inc. dba Voyager Education Services** (the "Contractor"), 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. Contractor shall perform certain duties and obligations, as more fully set forth herein, to observe, analyze, and evaluate the school(s) ("school" or "turnaround academy") to which it is assigned, to identify all issues present at the school(s) 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 **Exhibit A** (the "Services"). The Services 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/does/lead_partner_rfi_5_23_11.pdf :

<http://www.doe.in.gov/sites/default/files/turnaround/lead-partner-rfi-due-5162012.pdf>

Initial	Date
BA	1/16

2. Consideration. The Contractor shall be paid at the rate of **\$640,000.00** in accordance with the Budget in **Exhibit B** for performing the duties set forth above. Total remuneration under this Contract shall not exceed **\$640,000**.

3. Term. This Contract shall be effective for a period of one year. It shall commence on **September 1, 2012**, and shall remain in effect through **August 31, 2013**.

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. They shall make such materials available at their 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 material 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 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.

The State shall have the authority to assign to the executive of a city or county certain duties and obligations set forth herein upon the State sending written notification of the assignment to the Contractor and the School Corporation. In the event the State assigns any of its duties and obligations under this Contract, the State shall have no further obligation to the Contractor with respect to those duties and obligations (except the obligations the State shall have to fund the School pursuant to Section 2 above), unless and until such assignment is modified or terminated. Any obligation to the Contractor with respect to the assigned duties and obligations shall be borne by the assignee. In the event the assignment is terminated, the State shall resume obligation for the previously assigned duties and obligations and shall notify the Contractor and School Corporation of the same.

6. 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.

7. 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.

The State considers the Contractor to be a "vendor" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), 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 (Audit 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. The audit shall be an audit of the actual entity, or 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.

8. 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.

9. 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.

10. 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. 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 should 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 under 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 its 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.

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 hereby 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:

(1) 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 Solicitations 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, 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.

I. As required by IC §5-22-16.5, the Contractor certifies that the Contractor is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC §5-22-16.5-14 including termination of this Contract, denial of future state contracts, as well as imposition of a civil penalty.

11. 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.

12. 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 without the prior written consent of the State.

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 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.

13. 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 its best efforts and cooperation to effect 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 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 practicable 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).

14. 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.

15. 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, then the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect all monies due up to and including the date of termination..

16. 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 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 shall submit the dispute in writing according to the following procedure:

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 administrative decision 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 arbitration or 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.

D. 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 Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

17. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, 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 paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, 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.

18. Employment Eligibility Verification. As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that:

A. The Contractor does not knowingly employ an unauthorized alien.

B. 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.

C. 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.

D. 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

19. Employment Option. (This clause deleted by agreement of the parties)

20. 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 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 party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

21. Funding Cancellation. When the Director of the State Budget Agency 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 the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

23. HIPAA Compliance. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

24. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the State, IDOE, the Indiana State Board of Education, and their its agents, officers, 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.

25. Independent Contractor; Workers' Compensation Insurance. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership, association or joint venture agreement between the parties. 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 provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

26. Information Technology Enterprise Architecture Requirements. If 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 Contractor fails to cure a breach of this provision within a reasonable time.

27. Insurance. The 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:

A. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of not less than \$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.

1. 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.
2. Errors and omissions liability coverage with minimum liability coverage of \$1,000,000 per occurrence or per claim made and \$1,000,000 in the aggregate. The Contractor shall immediately notify the State in the event the Contractor changes its insurer.

3. 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.

C. 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 agency before the commencement of this Contract.

28. Key Person(s). (This clause deleted by agreement of the parties)

29. Licensing Standards. The Contractor and 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 State immediately and the State, at its option, may immediately terminate this Contract.

30. 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.

31. Minority and Women's Business Enterprises Compliance. (This clause deleted by agreement of the parties.)

32. 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's 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. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

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

33. Notices 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:

Superintendent of Public Instruction
Indiana Department of Education
115 W. Washington Street, South Tower, Suite 600
Indianapolis, IN 46204
Fax Number: 317-232-8004

With a copy to:

General Counsel
Indiana Department of Education
Office of Legal Affairs
115 W. Washington Street, South Tower, Suite 600
Indianapolis, IN 46204
Fax Number: 317-232-0744

B. Notices to the Contractor shall be sent to:

Vernon Johnson
President, Voyager
17855 Dallas Parkway, Suite 400
Dallas, Texas 75287
Fax Number: 214-424-6228

With a copy to:

General Counsel
Cambium Education, Inc.
17855 N. Dallas Parkway, Suite 400
Dallas, TX 75287

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 Contractor with the Indiana Auditor of State.

D. All notices required or permitted by this Contract shall be in writing and shall be either personally delivered or sent by nationally-recognized overnight courier, or by registered or certified U.S. mail, postage prepaid, addressed as set forth above (except that a Party may from time to time give notice

changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally-recognized overnight courier, on the date set forth on the receipt or upon the earlier of the date set forth on the receipt of registered or certified mail or on the fifth day after mailing.

34. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity between this Contract and the Form Contract shall be resolved by giving precedence to this Contract. Thereafter, precedence is given in the following order: (1) exhibits to the Contract, (2) Request for Information 11-74, 12-104, (3) Contractor's response to Request for Information 11-74, 12-104, and (4) attachments prepared by the Contractor in response to RFI 11-74, 12-104. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

Initial	Date
SA	1/11
SA	1/11

35. 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 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. Use of these 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.

36. Payments

A. All payments shall be made 35 days 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. 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.

37. 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.

38. Progress Reports. The Contractor shall submit written progress reports as requested by the IDOE. The Contractor shall also meet, either in person, via phone, or through other technology, with IDOE staff to provide updates to them. The Contractor shall also submit to the IDOE any other written plans, surveys, or analysis required under Exhibit A: Scope of Work Agreement for Contractor upon request.

The IDOE reserves the option to request that the Contractor make presentations at Indiana State Board of Education meetings. These reports and meetings shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

39. Public Record. The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on its website as required by Executive Order 05-07. Use by the public of the information contained in this Contract shall not be considered an act of the State.

40. Renewal Option. This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC §5-22-17-4. The Contract may be renewed by the IDOE, at its option, in one (1) year increments for up to two (2) additional years following the expiration of the initial term. Following the expiration of the initial term, the IDOE reserves the right to make the decision to renew the contract based on a number of considerations, including but not limited to default by the Contractor, conditions caused by the School Corporation, and failure of the Contractor to meet established end of the 2012-2013 school year benchmarks.

41. 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.

42. 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.

43. 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.

44. 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 agreement 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.

45. Termination

A. Termination for Default. 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, including, but not limited to attaining the goals set forth in paragraphs 45(C) and (D), as well as Exhibit A: Scope of Work Agreement for Contractor.

B. Termination Due to Conditions Caused by the School Corporation. With the provision of thirty (30) days notice to the Contractor, the State may terminate this Contract, in whole or in part, if the School Corporation does not make good-faith efforts to collaborate and partner with the Contractor in fulfilling the obligations outlined in this Contract.

C. Termination for to Failure to Meet Established Benchmarks by the End of the First Semester 2012. During the first semester of 2012, DOE will monitor and evaluate the progress the Contractor is making toward meeting the annual goals. At the conclusion of the first semester IDOE will analyze available ECA and Acuity results, along with other available and relevant data, to assess if Contractor is making sufficient progress towards annual goals being made. Specifically, IDOE will look at the following data points in making its determination:

1. At least five of nine quality indicators show improvement from the 2011-2012 evaluation based on the Mass Insight Framework for High-Performing, High Poverty Schools;
2. At least 40% of students demonstrating that they are on pace to pass both the ISTEP+ English/Language Arts and Math assessments as demonstrated by their predictive Acuity scores;
3. At least 40% of students passing both ECA English 10 and Algebra I assessments during the winter 2012 testing window; and
4. At least 50% of high school seniors are on pace to graduate high school without a waiver.

If Contractor fails to meet one or more of the goals set forth above, IDOE may immediately terminate this Contract.

D. Termination for to Failure to Meet Established Benchmarks by the End of the 2012-2013 School Year. At the conclusion of the 2012-2013 school year, IDOE will analyze available student data and assess if Contractor met the annual goals set forth below:

1. 12% increase in the percentage of students passing both the ISTEP+ English/Language Arts and Math assessments as compared to the percentage of students passing both in 2011-2012;
2. 12% increase in the percentage of students passing both ECA English 10 and Algebra I assessments as compared to the percentage of students passing both in 2011-2012; and
3. 15% decrease in the percentage of students graduating with waivers, as compared with the 2011-2012 rate.

If Contractor fails to meet one or more of the goals set forth above, IDOE may immediately terminate this Contract.

E. 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.

F. 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.

G. 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.

46. Travel. No expenses for travel will be reimbursed unless specifically permitted under the scope of the services or consideration provision. 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.

47. 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 the 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.

48. 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.

49. 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 2012 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** (Reference to Budget in Exhibit B added)
5. **Assignment; Successors** (Modified)
7. **Audits** (Modified)
10. **Compliance with Laws** (Section A modified)
15. **Default by State** (Modified)
16. **Disputes** (Modified)
19. **Employment Option** (Entire clause deleted by agreement of the parties)
24. **Indemnification** (Modified)
25. **Independent Contractor; Workers' Compensation Insurance** (Modified)
27. **Insurance** (Section 2 replaced, numbering added for Section 3)
28. **Key Person(s)** (Entire clause deleted by agreement of the parties)
31. **Minority and Women's Business Enterprises Compliance** (Entire clause deleted by agreement of the parties)
33. **Notices to Parties** (Modified)
34. **Order of Precedence; Incorporation by Reference** (Modified)
36. **Payments** (Modified)
37. **Penalties/Interest/Attorney's Fees** (Modified)
38. **Progress Reports** (Modified)
40. **Renewal Option** (Modified)
45. **Termination for Default** (Modified)

50. Expanded Criminal Background (Clause added)

51. Confidential Information (Clause added)

50. 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.

51. 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.

B. 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.

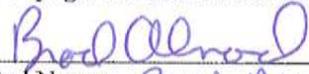
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Non-Collusion and Acceptance

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 of Indiana have, through their duly authorized representatives, entered into this Contract. The parties, having read and understand the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

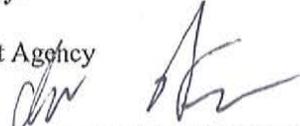
**Cambium Education, Inc.
dba Voyager Education Services**

By: 
Printed Name: Brad Almond
Title: CFO
Date: 12/26/12

Approved by:

Indiana Office of Technology
N/A not IT related
Brian Arrowood, Chief Information Officer
Date: _____

Approved by:

State Budget Agency

Christopher D. Atkins, Director
Date: 1/18/13

Indiana Department of Education

By: 
Printed Name: HEATHER A. LINN
Title: CHIEF OF STAFF
Date: 1/2/13

Approved by:

Department of Administration
Mark A. Hengeman FOR
Robert D. Wynkoop, Commissioner
Date: 1-15-2013

Approved by: Form and Legality

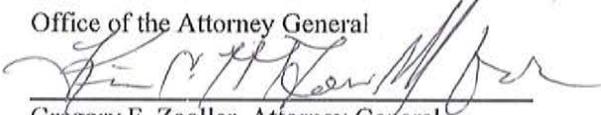
Office of the Attorney General

Gregory F. Zoeller, Attorney General
Date: 17 Jan 13

Exhibit A

Exhibit A: Scope of Work Agreement for Contractor

GOAL 1: Increase Leadership Effectiveness. The Contractor will support district and school leadership in strengthening the infrastructure, systems and leadership needed to support immediate and ongoing school improvement as measured by student achievement and graduation rates. Specific strategies will include the following.

Key Action Steps

- 1A) Create, execute, and monitor a meaningful and high-impact School Improvement Plan (SIP).
- 1B) Explicitly align staff and resources to prioritized instructional goals.
- 1C) Teach school administrators how to evaluate and maximize school funding resources.
- 1D) Strengthen operations to overtly support students and parents as customers and students' engagement in academic learning.
- 1E) Teach the use of specific communication protocols and procedures that incorporate the use of goals, data, empathy, process management, accountability, best practices and clear outcomes.

GOAL 2: Increase Students' Self-Management, Responsibility and Positive Leadership. The Contractor will support district and school leadership in strengthening the infrastructure and systems needed to increase students' self-management, responsibility and positive leadership by increasing students' time in class and participation in positive leadership or learning experiences. As students increase their skills to effectively manage their own social and work-related behavior they will be better prepared for post-secondary success because of their improved social and emotional skills *and* the transition of some school resources from safety to instruction. Specific strategies will include the following.

Key Action Steps

- 2A) Survey students and staff.
- 2B) Inventory and evaluate students' current opportunities for leadership and engagement.
- 2C) Establish, communicate and implement common routines and expectations throughout the school including the use of posters and an evaluation and potential update of the Student Handbook.
- 2D) Provide, model and teach staff common, respectful, problem-solving language and strategies for preventing, responding to and de-escalating behavior problems.
- 2E) Consistently implement user-friendly, timely technology to document, analyze, communicate and respond to disciplinary infractions and consequences.
- 2F) Incorporate proactive services to identified students or staff needing support with social/emotional or behavior issues as a part of a routinely implement RTI (Response to Intervention) plan.

GOAL 3: Improve Instructional Quality and Outcomes. The Contractor will support district and school leadership in strengthening the infrastructure and systems needed to improve instructional quality and outcomes with an emphasis on math and literacy during 2012-2013. Initial implementation is expected to integrate the following: support for existing, high-potential district or building initiatives, thoughtful abandonment of lower-impact activities, and the careful addition of strategies needed to fill priority needs.

If provided the opportunity to work with JMCHS beyond the 2012-2013 school year, strategies will include increased work across the content areas and more detailed, vertical planning with the elementary schools.

Key Action Steps

- 3A) Create and implement a professional development plan following an assessment of professional development needs.
- 3B) Inventory and evaluate actual, potentially available, and desired core and intervention resources and practices.
- 3C) Analyze and monitor the current master schedule to maximize student learning.
- 3D) Analyze and monitor the assignment and delivery of instruction for special population students by name across the master schedule.
- 3E) Facilitate the purchase or acquisition of instructional materials needed to fill prioritized gaps.
- 3F) Provide job-embedded coaching to support teachers in delivering intervention strategies with accuracy and fidelity.
- 3G) Increase AP/dual credit/honors and/or college credit opportunities within the master schedule beginning with the 2nd semester.
- 3H) Create, implement and monitor a building-level system (with an emphasis on core instructional areas) that
 - identifies and focuses on prioritized instructional needs;
 - drives the ongoing alignment of curriculum, instruction and assessment;
 - supports and monitors effective teaching strategies including job-embedded coaching and side-by-side teaching;
 - embeds technology-supported formative assessment;
 - incorporates the district's use of the 8-step strategy;
 - integrates and monitors the impact of targeted interventions.

GOAL 4: Increase Student Graduation without Waivers. The Contractor will support district and school leadership in strengthening the infrastructure and systems needed to maintain or increase the graduation rate while increasing the number and percentage of students graduating without waivers. Specific strategies will include the following.

Key Action Steps

- 4A) Create, implement and monitor a system for personally supporting every JMCHS student with an individual plan for high school graduation and beyond.
- 4B) Strengthen the opportunities for - and outcomes of - student support services including credit recovery, extended day and community partnerships.
- 4C) Incorporate the identification of and response to at-risk or overage students in the ongoing RTI plan including prompt attention to newly enrolled students throughout the school year.

GOAL 5: Involve Parent/Community Partnerships. The Contractor will support school leadership in strengthening the infrastructure and systems needed to maximize parent and community partnerships to increase academic achievement and graduation rates (without waivers) for JMCHS students. Specific strategies will include the following.

Key Action Steps

- 5A) Survey parents and community members.
- 5B) Host information meetings for parents and communities.
- 5C) Strengthen and align partnerships with parents, corporations, churches, community agencies and higher education to further support student achievement.
- 5D) Develop systems for posting and continually updating information including site-based signage and maps in addition to technology-supported communication including the school website.
- 5E) Create and implement an ongoing marketing plan that highlights the school's and students' strengths and successes to reposition the perception of JMCHS as "the place to be."

GOAL 6: Strengthen the Impact of District and School Resources. The Contractor will support district and school leadership in strengthening the systems needed to minimize barriers to student achievement and maximize the outcomes of overall resources. Specific strategies will include the following.

Key Action Steps

- 6A) Contractor will share information and prioritized recommendations following the School Discovery Process regarding instruction, leadership, and school strengths and weaknesses.
- 6B) District will support contractor recommendations regarding personnel and use of SIG funds.
- 6C) District support in facilitating technology and human resource needs.
- 6E) Contractor will facilitate ongoing, collaborative planning with contractor, school, district and state leadership.
- 6F) Contractor and district will host an Education Summit as a means for JMCHS staff and students to showcase and share their accomplishments.

Summary of Project Components and Deliverables

- **Pework consisting of 11 days** to assess needs throughout the schools via surveys, observations, and data analysis.
- **Planning consisting of 10 days** to determine best pathways to success.
- **Leadership capacity consisting of 21 days** for creation and implementation of a professional development plan, for inventory of core and intervention curriculum, to analyze and monitor master schedule, to analyze and monitor special populations, and to facilitate the purchase of materials to fill prioritized gaps (i.e. increase AP/dual credit/ etc).
- **Overall instruction consisting of 64 days** for job-embedded coaching and instructional operations.
- **Interventions consisting of 59 days** for job-embedded coaching.
- **Onsite support** to be provided weekly through November, three of four weeks through April and two of four weeks through June.

Overcoming Barriers to Success

- In an effort to eliminate barriers to success, the contractor will establish ongoing monitoring protocols and procedures, including behavioral and instructional data, to verify successful actions toward goals.
- Data from monitoring procedures, as well as instructional and behavioral data, will be used to evaluate and identify root causes, resources, and actions when monitoring signals stagnant or decreased gains toward success.
- Consistent re-evaluation and adjustment of strategies will take place when necessary, including re-evaluation against other effective schools across the nation when planned and/or anticipated solutions are not deemed effective.
- The Contractor will seek the expertise of various consultants and untapped partnerships within the community to identify need actions and/or resources.
- The Contractor will maintain collaboration with district and state for reallocation of resources.

Performance Goals

At the end of the first semester, IDOE will analyze available ECA and Acuity results to assess if sufficient progress towards the annual goals is being made. Specifically, IDOE will look for the following:

- **At least five of nine school quality indicators show improvement from the 2011-2012 evaluation based on the Mass Insight Framework for High-Performing, High-Poverty Schools (action against adversity; close student-adult relationships; safety, discipline, and engagement; shared responsibility for achievement; personalization of instruction; professional teaching culture; resource authority; resource Ingenuity; agility in the face of turbulence),**
- **At least 40% of students demonstrating that they are on pace to pass both the ISTEP+ English/Language Arts and Math assessments as demonstrated by their predictive Acuity scores**
- **At least 40% of students passing both ECA English 10 and Algebra I assessments during the winter 2012 testing window**
- **At least 50% of high school seniors are on pace to graduate high school without a waiver**

If one or more of these goals are not met, IDOE will review the efficacy of the Lead Partner intervention and may consider an immediate revision to its recommendation, including the assignment of a turnaround school operator during the second semester.

While Voyager Learning's plan aligns with the best practices for Lead Partner services, specific student achievement goals must be achieved for this intervention to continue beyond 2012-2013.

- **12% increase in the percentage of students passing both the ISTEP+ English/Language Arts and Math assessments**
- **12% increase in the percentage of students passing both the ECA English 10 and Algebra I assessments**
- **15% decrease in the percentage of students graduating with waivers**

If one or more goals are not met, IDOE may recommend that the State Board of Education revisit the intervention. If the Lead Partner approach is deemed ineffective, IDOE may recommend that the intervention be modified to a Turnaround School Operator.

Anticipated, Itemized Professional Services (Pending Completion of Discovery)

Employee Column eliminated since not applicable

Expenditure Account	Specific Activities Anticipated in the Pre-Work Phase (July – September) Discovery	Specific Activities Anticipated in the Planning Phase (September) School Improvement Plans	Specific Activities Anticipated to Support Building Leadership Capacity (September – June) Leadership and School Improvement Teams	Specific Activities Overall, Ongoing Instruction (September – June) Quality Instruction	Specific Activities Anticipated to Support Effective Intervention (September – June) RTI and Fidelity of Implementation
<p>Leadership: Support the creation of a functioning and effective School Improvement Plan</p>	<p>Understanding What Is and Sharing Information Meet collaboratively with state, district and school leadership. Review past data and school improvement plans. Analyze the alignment of current resources to school improvement needs. Implement a formal Discovery process during the last week of August.</p>	<p>Finalize / Launch the SIP Finalize the SIP following Discovery and the root cause analysis. Benchmark against similar but higher performing schools. Align all funding, staff and resources to state goals and SIP initiatives. Clarify and distribute roles, responsibilities and an organizational reporting structure. Prioritize intervention and instructional needs.</p>	<p>SIP: Leadership Capacity Clarify and align staff roles and responsibilities to explicitly support the SIP and prioritized instruction. Teach the School Leadership Team and PLC strategies for driving and monitoring ongoing alignment of practice with prioritized school goals.</p>	<p>SIP: Quality Instruction Create and implement a school-wide professional development plan reflecting a staff needs assessment. Collect, analyze and respond to interim data specific to state and SIP goals.</p>	<p>SIP: Intervention Execute training and side-by-side coaching to increase success of intervention implementations. Collect, analyze and respond to interim data specific to goals of SIP.</p>
<p>Leadership: Student and Instructional Focus</p>	<p>Understanding What Is Observe staff, student and parent interactions and procedures in common areas and classrooms with a focus on student behavior and procedures and their impact on academic learning.</p>	<p>SIP Recommendations Determine a common framework for approaching students and parents with empathy, support and a problem-solving demeanor focused on increasing student learning.</p>	<p>Leadership Capacity Develop, teach and reinforce a common language and framework when working with parents and students that includes: empathy, support, problem solving and a persistent focus on student learning.</p>	<p>Quality Instruction Teach all adults in the school a common language and framework for working with students and parents with a focus on increasing students' engagement in academic learning.</p>	<p>Intervention Provide support for adults experiencing difficulty in implementing the common approach toward students focused on increasing student engagement in academic learning.</p>

<p>Leadership: Learning and Focused Operations</p>	<p>Understanding What Is Analyze the impact of operations and procedures across the school (including transportation, enrollment, attendance, tardies, transportation, food services and in-school suspension) on student learning.</p>	<p>SIP Recommendations Include recommendations for refining operations and procedures to further support student learning.</p>	<p>Leadership Capacity Implement improvements related to recommendations and procedures across the school (including transportation, enrollment, attendance, tardies, transportation, food services and in-school suspension).</p>	<p>Quality Instruction Monitor and refine implementation of new procedures in light of their impact on student achievement.</p>	<p>Intervention Monitor and refine implementation of new procedures in light of their impact on student achievement.</p>
<p>Leadership: Communication</p>	<p>Understanding What Is Analyze the impact of formal and informal communication structures and their impact on student learning including: - human resources - requisitions and supplies - within content areas - across content areas - between administrators and faculty/staff - between counselors and faculty/staff</p>	<p>SIP Recommendations Improve communication protocols and procedures where they will have the greatest impact on student learning. Incorporate the use of goals, data, empathy, process management, accountability, best practices, documentation and clear outcomes.</p>	<p>Leadership Capacity Model and provide the structure for selected communication protocols and procedures. Coach and provide feedback to building and teacher leaders in using communication protocols and procedures.</p>	<p>Quality Instruction Teach faculty and staff new communication protocols and procedures. Coach and provide feedback to faculty and staff in using communication protocols and procedures.</p>	<p>Intervention Coach and provide feedback to faculty and staff regarding the use or modification of protocols in challenging situations.</p>
<p>Student Self-Management, Responsibility, And Positive Leadership Using Data</p>	<p>Understanding What Is Survey students and staff. Review previous year's data. Evaluate the current use of technology to support student discipline and positive support systems.</p>	<p>SIP Recommendations Communicate and respond to survey results. Create plans to address needs identified in previous year's data. Ensure recommended plans are supported by research and best practice</p>	<p>Leadership Capacity Train and initiate the use of a technology based system to document and organize ongoing discipline data. Ensure ongoing discipline decisions are data-based, documented and consistent with district and building policy and practice.</p>	<p>Quality Instruction Monitor and support the use of documenting discipline data. Identify, communicate and respond to trends observed in discipline data.</p>	<p>Intervention Provide support to individual staff and students identified through the data. Identify, communicate and respond to overall trends observed in discipline data.</p>

<p>Student Self-Management, Responsibility, And Positive Leadership Strengthening RTI</p>	<p>Understanding What Is Gather and organize demographic and historical information for students already identified as high need including pregnancies, medical conditions and offenses related to drugs, alcohol or weapons.</p>	<p>SIP Recommendations Identify potential research-based responses and community resources to proactively plan for high need students.</p>	<p>Leadership Capacity Strengthen the existing RTI system as needed to prevent and respond to extreme student behaviors, i.e. truancy, drop-out, acting out, depression, drugs, weapons, etc.</p>	<p>Quality Instruction Integrate the ongoing use of discipline data into RTI meetings to thoughtfully address potential student concerns and monitor previously identified students.</p>	<p>Intervention Provide modeling and side-by-side coaching for teachers identified as struggling with student behavior and social/emotional support.</p>
<p>Student Behavior: Preventing Problems</p>	<p>Understanding What Is Observe staff, student and parent interactions and procedures in common areas and classrooms with a focus on student behavior and procedures and their impact on academic learning. Review and compare the school's Student Handbook and District Discipline Policies with what is observed in actual practice.</p>	<p>SIP Recommendations Develop an ongoing system for monitoring, responding to, analyzing and proactively planning for variations in student behavior. Strengthen systems for teaching and reinforcing positive social skills and responsible behavior across grade levels. Strengthen opportunities and options for students to participate in positive leadership activities.</p>	<p>Leadership Capacity Create common systems and routines to support students in routinely and independently demonstrating positive social skills and responsible behavior.</p>	<p>Quality Instruction Integrate common language and explicit instruction to: -increase students' skills in successfully navigating social situations both in and out of school; -increase students' skills in implementing responsible behaviors related to success in their immediate schooling and post-secondary success (including planning and applying for post-secondary opportunities).</p>	<p>Intervention Adjust and modify instruction related to increasing social skills and responsible behavior to meet the needs of special populations.</p>
<p>Instruction: Use of Data</p>	<p>Understanding What Is Analyze technology used to measure and respond to ongoing student learning.</p>	<p>SIP Recommendations Identify and implement technology to measure and respond to ongoing student learning.</p>	<p>Leadership Capacity Measure and respond to student learning by collaboratively adjusting building level resources and supporting teachers as needed.</p>	<p>Quality Instruction Support and monitor teachers' use of data to measure and guide overall student learning as part of the 8-step method.</p>	<p>Intervention Use data to measure and guide student learning for identified high-need students as part of the 8-step method.</p>

Instruction: Understanding What and How to Teach	Understanding What Is Assess teachers' professional development needs.	SIP Recommendations Develop a plan to address the teachers' professional development needs	Leadership Capacity Implementing the plan to address teachers' professional development needs beginning	Quality Instruction Collaboratively analyze and align pacing and curriculum guides, instructional materials	Intervention Provide job-embedded coaching including modeling, side-by-side teaching and a
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	<p>Conduct high level assessment of alignment of curriculum, materials, instruction and assessment.</p>	<p>beginning with prioritized instructional areas.</p>	<p>with prioritized instructional areas.</p>	<p>and assessments. Provide job-embedded coaching including modeling, side-by-side teaching and a gradual release model to strengthen students' learning in every prioritized classroom.</p>	<p>gradual release model to strengthen students' learning in every prioritized classroom specific to interventions in place</p>
<p>Instruction: Formative Assessment</p>	<p>Understanding What Is Review the alignment of currently available and utilized formative assessments with identified summative exams.</p>	<p>SIP Recommendations Implement the 8-step Process including effective formative assessments across all content areas.</p>	<p>Leadership Capacity Participate in 8-step Process meetings for core academic areas.</p>	<p>Quality Instruction Support the effective facilitation of 8-step meetings as prescribed by the district including the implementation of formative assessment.</p>	<p>Intervention Support regular classroom teachers in identifying and implementing strategies for increasing the success of struggling students in the regular classroom.</p>
<p>Instruction: Materials</p>	<p>Understanding What Is Clarify the availability, use and teachers' perception of current instructional materials.</p>	<p>SIP Recommendations Address identified gaps in instructional materials.</p>	<p>Leadership Capacity Identify funding and resources to meet prioritized needs. Secure necessary resources. Ensure all purchases are aligned with prioritized needs and supported by research or clearly identified best practices.</p>	<p>Quality Instruction Decisions based on evaluation of instructional materials are embedded in the grade level planning meetings.</p>	<p>Intervention Teachers coached and supported through evaluating materials used based on instructional goals.</p>

<p>Instruction: Assessment</p>	<p>Understanding What Is Evaluate teachers' understanding of current summative assessments and graduation requirements. Review teachers' grade books for alignment with standards and summative assessments.</p>	<p>SIP Recommendations Map out Type 1, 2 and 3 assessments 1. state and national testing 2. district developed or purchased 3. school, department or teacher developed with a focus on alignment for prioritized goals and their impact on instruction.</p>	<p>Leadership Capacity Establish structures, or support the existing 8-step method, to support teachers' creation and use of ongoing formative assessments. Establish expectations regarding grade books and begin monthly grade book reviews with a focus on alignment.</p>	<p>Quality Instruction Establish connections and meaning among different types of assessments for students and teachers.</p>	<p>Intervention Support teachers in scaffolding or providing alternative instruction in response to formative assessment data.</p>
<p>Instruction: Struggling Students</p>	<p>Understanding What Is Map out current student achievement and identify student needs by name. Evaluate existing RTI procedures, interventions and materials.</p>	<p>SIP Recommendations Proactively plan interventions based on the immediate analysis of student needs. Identify and order additional intervention materials, as needed.</p>	<p>Leadership Capacity Refine or establish RTI procedures as needed to be effective in responding to student needs.</p>	<p>Quality Instruction Train and coach staff in the delivery of intervention strategies.</p>	<p>Intervention Monitor and refine responses to student needs identified through the RTI protocol.</p>
<p>Instruction: Special Populations</p>	<p>Understanding What Is Map out the distribution of inclusion, ELL and other high need students across classrooms, content areas and teachers.</p>	<p>SIP Recommendations Examine the alignment of special education IEPs, instruction, grading, discipline and referrals in light of legislation and policy.</p>	<p>Leadership Capacity Ensure adequate resources are provided across the master schedule based on the distribution of student needs.</p>	<p>Quality Instruction Develop and implement a plan in response to the results of the comprehensive review of special education provided as part of the SIP.</p>	<p>Intervention Develop and implement a plan in response to the results of the comprehensive review of special education provided as part of the SIP.</p>
<p>Instruction: All Students Beginning with Seniors</p>	<p>Understanding What Is Identify progress toward graduation (without a waiver) for every student by name.</p>	<p>SIP Recommendations Increase strategies for preventing and responding to over-age students to support a timely graduation without a waiver.</p>	<p>Leadership Capacity Develop a system that provides every student with a relevant, personalized education plan that extends 2-years beyond high school graduation.</p>	<p>Quality Instruction Monitor and respond to progress toward graduation by name for every student on a scheduled 3-week rotation.</p>	<p>Intervention Provide support in identifying at-risk students and ensuring interventions are achieving desired results.</p>

Graduation: Course Credits	Understanding What Is Analyze the availability of the following: credit recovery, honors or advanced courses, AP, and other opportunities to earn college credit.	SIP Recommendations Prioritize and address needs in regard to credit recovery, advanced learning, AP and opportunities to earn college credit.	Leadership Capacity Refine the 1 st and 2 nd semester schedule to maximize credit recovery opportunities as needed by students. Update the 2 nd semester schedule to include increased opportunities for honors, advanced and college credit courses.	Quality Instruction Participate in professional development as needed to support additional sections or courses.	Intervention Integrate the use and monitoring of credit recovery into the entire RTI process.
Parent/Community Information and Partnerships	Understanding What Is Survey parents and community members. Host information meetings to learn about current partnerships, perceptions and needs.	SIP Recommendations Develop strategies for strengthening and aligning partnerships to further support student achievement. Develop systems for continually updating school information both onsite and online. Create and implement a marketing plan to improve students', parents', districts' and community's perception of JMCHS.	Leadership Capacity Show administrators how to more tightly align and implement parent, community, business and educational partnerships that further support student achievement. Help administrators develop a system for clarifying and updating online and onsite information with a focus on continually improving customer service. Help administrators develop a system for intentionally marketing JMCHS throughout the school year.	Quality Instruction Develop partnerships with colleges or other post-secondary schools to increase students' opportunities to participate in advanced courses while still in high school. Conduct parent/student orientation meetings for all grade levels. Personally review every student's graduation plan with both the student and a guardian or parent.	Effective Intervention Develop partnerships with community resources to provide additional social/emotional and other support systems for students with special needs.
Maximizing District and School Resources	Understanding What Is Hold district and school discovery days. Participate in collaborative meetings with district administrators prior to district and school discovery.	SIP Recommendations Present information and recommendations for JMHS resulting from District and School Discovery Process.	Leadership Capacity Facilitate bi-weekly, collaborative, planning meetings with state, district and school leadership bi-weekly (one by phone, one in person).	Quality Instruction Identify and integrate high-impact district and state resources into the daily operations of JMCHS.	Effective Intervention Develop building level systems that maximize the use of potential district and state resources to better support the needs of high-need students.

Exhibit B

BUDGET												
A. BUDGET FOR 2012-13												
Account Number	Expenditure Account	110	120	211-290	311-319	449	510-593	611-689	710-748	910	Line Totals	
		Salary		Benefits		Prof. Services	Rentals	Other Purchase Services	General Supplies	Property		Transfer
	Cert	NonCert	NonCert	NonCert								
11000	Instruction										\$ 0.00	
20000	Support Services Student										\$ 0.00	
22100	Improvement of Instruction (PE)*				\$487,084.86				\$152,915.14		\$ 640,000.00	
25191	Refund of Revenue										\$ 0.00	
26400	Operation and Maintenance										\$ 0.00	
27000	Transportation										\$ 0.00	
33000	Community Service Operations										\$ 0.00	
60100	Transfers (Interfund)										\$ 0.00	
	Column Totals	\$0.00	\$0.00	\$0.00	\$487,084.86	\$0.00	\$0.00	\$0.00	\$152,915.14	\$ -	\$ 640,000.00	
B. Itemize and Explain												
General Supplies		Property: Equipment Tech			Professional Services			Other Purchase Services				
		Intervention materials will be finalized following Discovery and will be selected from: Class.com, Language!, Passport Reading Journeys, TransMath, VViMath, and/or Inside Algebra. Each of these programs is designed to fill gaps in student learning through innovative, research-based instruction and are expected to cost \$152,915.14.			A total of 165 professional service days projected to include: 11 days of pre-work, 10 days of planning, 21 days of leadership capacity, 64 days of overall instruction and 59 days of intervention coaching for \$487,084.86.							

EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)



Received

Instructions for completing the EDS and the Contract process:

AUG 17 2012

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply. **IDOA Contracts**
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

1. EDS Number: A58-2-12DL-0583	2. Date prepared: 8/2/2012
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3. CONTRACTS & LEASES

<input checked="" type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input checked="" type="checkbox"/> Amendment# <u>2</u>
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal # _____
<input type="checkbox"/> QPA	<input type="checkbox"/> Other _____

FISCAL INFORMATION

4. Account Number: Multiple	5. Account Name: Multiple-Refer to Online
6. Total amount this action: \$358,621.00	7. New contract total: 708,353.40
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2012	\$347,732.40
Year 2013	\$358,621.00
Year _____	\$ _____
Year _____	\$ _____

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 9/1/2011	12. To (month, day, year): 9/1/2013
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input type="checkbox"/> Emergency
<input checked="" type="checkbox"/> RFP# <u>11-74</u>	<input type="checkbox"/> Other (specify) _____
<input type="checkbox"/> Negotiated	<input type="checkbox"/> Special Procurement

35. Will the attached document involve data processing or telecommunications systems(s)? Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):
IC 20-19-3-5

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)
This amendment adds additional time and compensation to the contract for continued services. Contractor will work with the current administrative teams to build leadership capacity and drive instruction improvement for the following schools: Broad Ripple Magnet High and George Washington Community High School of Indianapolis Public Schools. During this initial analysis phase and throughout the engagement, the Contractor will work on developing effective strategies to evaluate quality instruction.

38. Justification of vendor selection and determination of price reasonableness:
Based on application scoring, in response to the RFP 11-74, six applicants were invited to deliver a formal oral presentation, which included an intense Q&A session. Based on presentations, three finalists were selected, given case studies of schools, and asked to respond with a proposal for school improvement. This proposal was presented orally at the Indiana Department of Education and scored by a committee. All three finalists were recommended and approved by IDOE to serve as lead partners. Price was determined to be reasonable given stated prices for lead partner work based on the number of students in the school as well as additional fees for the services outlined in the scope of work.

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)
This amendment was submitted as soon as all details were finalized.

40. Agency fiscal officer or representative approval <i>Ka</i>	41. Date Approved 08-15-2012
44. Attorney General's Office approval <i>JFS</i>	45. Date Approved 9-11-12

AGENCY INFORMATION

14. Name of agency: Department of Education	15. Requisition Number: 000007624
--	--------------------------------------

16. Address: DOE-ACCOUNTING
151 W OHIO ST
INDIANAPOLIS, IN 46204

AGENCY CONTACT INFORMATION

17. Name: Richard McKnight	18. Telephone #: 232-0598
19. E-mail address: rmckniah@doe.in.gov	

COURIER INFORMATION

20. Name: Jim Holderman	21. Telephone #: 232-0517
22. E-mail address: jholderman@doe.in.gov	

VENDOR INFORMATION

23. Vendor ID #	0000254981
24. Name: NEW TEACHER PROJECT INC	25. Telephone #: 631-920-6070
26. Address: 186 LORALEMON ST STE 300 BROOKLYN, NY 11201	
27. E-mail address: Chivonne.williams@tntp.org	

28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) Yes No

29. Primary Vendor: M/WBE	30. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: _____ %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Women: _____ %

31. Sub Vendor: M/WBE	32. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: _____ %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Women: _____ %

33. Is there Renewal Language in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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RECEIVED
AUG 21 2012

OAG-ADVISORY

42. Budget agency approval <i>[Signature]</i>	43. Date Approved 8/20/12
46. Agency representative receiving from AG	47. Date Approved



REQUISITION

Ship To: IN Department of Education
Accounting Dept.
151 W OHIO ST
INDIANAPOLIS IN 46204

Requisition No. 0000007624	Date 08/09/2012	Required Date	Page 1 of 1
Fund/Account: 58132 / 531010		Dept Number: 023047	
Project Number: 7000S388A090015		Requisition Number: 0000007624	
Requestor: M254188		Requestor Name: Melissa Ann Covey	
Agency Number: 00700		Agency Name: Department of Education	
Facility:			

Bill to: IN Department of Education
Accounting Dept.
151 W OHIO ST
INDIANAPOLIS IN 46204

MUST COMPLETE FOR ICPR

- Print REQ
 Streamline Eligible

Line	Item	Description	Quantity	UOM	Unit Price	Ext Amt
1-1		TO ENCUMBER FUNDS. RECEIVE BY AMOUNT ONLY. A58212DL0583	1.0000	MON	358,621.0000	358,621.00

<< TIED TO PO 12560006 TIED TO EDS A58212DL0583

To work alongside the current administrative team, particularly the principal at each school, to build leadership capacity and drive instructional improvement. There will be a particular focus on developing effective strategies to evaluate quality instruction. TNTP will work Broad Ripple Magnet High and George Washington Community High School of Indianapolis Public Schools. >>

The following UN/CEFACT Unit of Measure Common Codes are used in this document:
MON Month

Requisition Total \$ 358,621.00

I certify that the Item[s] requested is [are] necessary for the operation of this State Agency.		
Requestor Signature M. Covey	Printed Name of Agency Head or Authorized Employee Beverly Flanagan	Authorized Signature

AMENDMENT #2

EDS#A58-2-12DL-0583

This is the second Amendment/Renewal to the Contract ("the Contract") entered into by and between the **Indiana Department of Education** (the "State") and **The New Teacher Project, Inc.** (the "Contractor") (the State and the Contractor may hereinafter be referred to as "the Parties").

WHEREAS, the Parties entered into Contract number EDS#A58-2-12DL-0583, dated September 1, 2011 to August 30, 2012;

WHEREAS, the Contractor agreed to observe, analyze, and evaluate the turnaround academy to which the Contractor was assigned, identify all issues present at the school, and provide targeted interventions to address and overcome barriers to education;

WHEREAS, the Parties now agree and find it necessary to renew and amend the Contract pursuant to the terms and conditions contained herein;

WHEREAS, pursuant to IC 5-22-17-4 and the terms of the Contract, the State hereby exercises its option to renew the Contract with the Contractor pursuant to the terms and conditions herein;

NOW THEREFORE, in consideration of the mutual undertakings and covenants hereinafter set forth, the Parties agree as follows:

1. Duties of Contractor

Paragraph 1., relating to Duties of Contractor, is hereby modified by the addition of the following:

The Contractor shall perform duties and obligations as described in the Contract and pursuant to the Scope of Work, which is attached hereto and herein incorporated as **Exhibit C**.

2. Consideration

Paragraph 2., relating to Consideration, is hereby modified by the following:

The Contractor will be paid **\$358,621.00** in accordance with the Budget set forth in **Exhibit D**, which is attached hereto and herein incorporated by reference, for performing the duties set forth in **Exhibit C**. Total remuneration under the Contract shall not exceed **\$706,353.40**.

3. Term

Paragraph 3., relating to Term, is hereby deleted in its entirety and replaced by the following:

This Contract shall commence on **September 1, 2011** and shall remain in effect through **September 1, 2013**.

11. Confidentiality of State Information

Paragraph 11., relating to Confidentiality of State Information, is hereby modified by the addition of the following:

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. The State acknowledges that, in the course of recruiting, training, and evaluating effective teachers to teach in schools within the State, the Contractor is a "School Official" for purposes of FERPA, and as such the State may disclose to the Contractor the Personally Identifiable Information of students pursuant to 99.31(a)(1)(i)(B). Contractor assures that all data, material and information (i) gathered by or disclosed to Contractor pursuant to this Contract and/or obtained by the Contractor during its performance of the Contract, and (ii) that would be characterized as Personally Identifiable Information as that term is defined under FERPA, will not be disclosed to or discussed with any third party without prior written consent of the individual or parents of the individual to which the information relates (Consenting Party), or as otherwise permitted by FERPA. Contractor shall ensure that it will 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 of 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.

34. Payments

Paragraph 34., relating to Payments, is hereby amended by the addition of the following:

- E. Payments shall not exceed **\$347,732.40** for the period of September 1, 2011 through August 30, 2012 and **\$358,621.00** for the period of August 31, 2012 through September 1, 2013.

Funding Summary

September 1, 2011 through August 30, 2012:	\$347,732.40
August 31, 2012 through September 1, 2013:	\$358,621.00

Total remuneration under this Contract shall not exceed **\$706,353.40**

48. 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:

- 11. Confidentiality of State Information (FERPA specific language added)
- 49. No Investment in Iran (Clause added)
- 50. Assignment of Antitrust Claims (Clause added)

49. No Investment in Iran

Paragraph 49., relating to No Investment in Iran, is hereby added as follows:

As required by IC §5-22-16.5, the Contractor certifies that the Contractor is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC §5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.

50. Assignment of Antitrust Claims

Paragraph 50., relating to Assignment of Antitrust Claims, is hereby added as follows:

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.

All other matters previously agreed to and set forth in the original Contract and Amendment 1, and not affected by this Amendment shall remain in full force and effect.

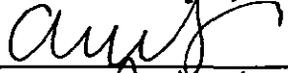
THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

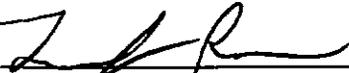
Non-Collusion and Acceptance

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.

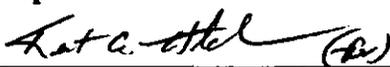
In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Contract. The Parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

The New Teacher Project, Inc.

By: 
Printed Name: Ariela Rozman
Title: CEO
Date: 8/8/12

Attested By: 
Jennifer Rock
Director of Operations
8/8/12

Indiana Department of Education:

By:  (for)
Dr. Tony Bennett
Superintendent of Public Instruction
Date: August 15, 2012

Department of Administration

 (for)
Robert D. Wynkoop
Commissioner
Date: 8/17/12

State Budget Agency

 (for)
Adam M. Horst
Director
Date: 8/20/12

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

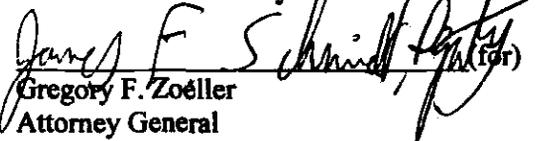
 (for)
Gregory F. Zoeller
Attorney General
Date: 9-11-12

Exhibit C



Proposed Scope of Work

Broad Ripple Magnet HS and George Washington Community HS

2012 - 2013 Academic Year

- I. **Support schools with IPS' transition to the RISE evaluation system**
 - a. **Conduct 4 ½ hours of introductory training prior to the start of school to ensure administrative teams are confident in their ability to implement RISE**
 - i. 90 minutes to review Professional Practice rubric competencies, ensuring teams have a shared understanding of terms and how evidence will be presented in the classroom
 - ii. 90 minutes to review Student Learning Objectives, ensuring teams know which assessments are required and are comfortable with the approval process of class/target goals
 - iii. 90 minutes on investing teaching staff in evaluation process, reviewing recommendations from the teacher leadership teams and establishing a support/check-in calendar
 - iv. These trainings may be combined or conducted separately as needed
 - b. **Develop supplementary tools to support implementation as determined by schools' needs for clarification (possible examples include a list of teacher/student behaviors by competency, SLO goal check-in timelines, guidance documents on district-implemented evaluation data systems, etc.)**
 - c. **Support school principals with messaging to staff and supplementary trainings for teachers up to 45 minutes per week at each school (possible examples include creating standard updates for staff on key dates and actions, leading Professional Practice training with teaching staff, conducting an SLO workshop for non-tested subject area teachers, etc.)**
- II. **Provide direct coaching to administrators to ensure accurate, evaluations and actionable next steps are delivered to teachers**
 - a. **Facilitate an initial 2 hour team norming session and bi-monthly 90 minute team norming sessions at each school**
 - i. **Track inter-rater reliability against goal of 6 out of 9 competencies (RISE domain 2) matching standardized ratings (with no ratings being more than 1 step from standardized ratings)**
 - ii. **Adjust individual supports as necessary for administrators not meeting inter-rater reliability goals for ratings or guidelines for quality of evidence provided**
 - iii. **Use teaching videos in subject areas identified by staff as needing additional guidance**

- b. Conduct 15-20 minute paired observations with each administrator who evaluates classroom teachers; adjust throughout the year based on administrators' demonstrated level of proficiency
 - i. Paired observations are followed by a write-up by the administrator, feedback from the partner observer and an administrator-lead debrief with the teacher
 - ii. All administrators start with one paired observation every other week
 - iii. Paired observations may be reduced to one paired observation every month or increased up to three paired observations every other week based on the quality of evidence and feedback
 - c. Ensure administrators select 2 - 4 teachers for targeted development through regular observations
 - i. Administrators select teachers based on an initial evaluation rating of "improvement necessary" or lower on the RISE rubric
 - ii. Administrators observe teachers bi-weekly through independent or partnered observations (until instruction reaches an effective level as determined by the RISE rubric)
 - iii. Administrators select 2-3 competencies for each teacher as a focus for development through continuing observations and feedback; competencies will be revisited each quarter
 - d. Provide at least 60 minutes of differentiated coaching and supports for each administrator who evaluates teachers every other week based on his/her growth areas including:
 - i. Low-inference note-taking during classroom observations
 - ii. Connecting observation evidence to appropriate RISE competencies
 - iii. Developing actionable, concrete next steps for teachers that are connected to areas of concern noted during observations
 - iv. Facilitating effective feedback conversations with teachers
- III. Monitor evaluation progress through weekly, bi-monthly and semiannual checks for progress and assess the effectiveness of teacher development plans**
- a. Track administrators' progress towards completing evaluations and observations of teachers, and towards meeting district deadlines
 - i. By the start of school, establish timeline goals for initial observations and conferences for all staff, with an immediate focus on new staff members and teachers previously rated as "improvement necessary" or lower
 - ii. Review observation write-ups (both partnered and independent) weekly for targeted teachers
 - iii. Check-in with each administrator every other month on progress towards established timelines for staff observations and conferences

- iv. Survey teachers twice (October and February) for feedback on observations and instructional coaching
 - b. Track ratings of targeted teachers in their identified development areas and assess effectiveness of interventions semiannually
 - i. Review progress in observation ratings semiannually (November, February and April) with administrators
 - ii. Regularly share data with other lead partners to help inform their work with teachers at each school
 - 1. Facilitate check-in with lead partners and school leaders at least twice each month
 - 2. Invite lead partner representatives to other school-based meetings as appropriate
 - iii. Review available student data for mid-year check-ins on Student Learning Objectives
- IV. Assess the instructional culture at each school during the first semester, and then again at the end of the school year**
- a. Administer TNTP's Instructional Culture Survey (ICS) in September and identify additional focus areas for school teams
 - i. Share data with Indianapolis Public Schools officials and principals at each school
 - ii. Provide supplemental supports and coaching based on results
 - b. Administer ICS during the last month of school to evaluate whether schools improved their instructional culture (as measured by teachers' responses to survey items)

Expenditure Account	Quantity of Employees ¹	Specific Responsibilities Pertaining to Phase 1: Assessment	Specific Responsibilities Pertaining to Phase 2: Human Capital Planning	Specific Responsibilities Pertaining to Phase 3: Evaluation	Specific Responsibilities Pertaining to Phase 4: School Turnaround Plan
Improvement of Instruction	2.25 Note: the equivalent of 1 Full Time Employee Support from TNTP's National Staff is also included (Partner, VP, EVP and Central team support)	<ul style="list-style-type: none"> • Administer TNTP's Instructional Culture Survey (ICS) in September and identify additional focus areas for school teams 	<ul style="list-style-type: none"> • Develop supplementary tools to support implementation as determined by schools' needs for clarification • Support school leaders with messaging to staff and supplementary trainings for teachers up to 45 minutes per week • Facilitate an initial 2 hour team norming session and bi-monthly 90 minute team norming sessions at each school • Conduct 15-20 minute paired observations with each administrator; adjust throughout 	<ul style="list-style-type: none"> • Track administrators' progress towards completing evaluations and observations and towards meeting district deadlines • Track ratings of targeted teachers in their identified development areas and assess effectiveness of interventions semiannually • Administer ICS during the last month of school to evaluate whether schools improved their instructional culture (as measured by teachers' responses to survey items) 	

¹ 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>the year based on administrators' demonstrated level of proficiency</p> <ul style="list-style-type: none"> • Ensure administrators select 2 – 4 teachers for targeted development through regular observations • Provide at least 60 minutes of differentiated coaching and supports for each administrator every other week based on his/her growth areas 		
Community Service Operations	.25		<ul style="list-style-type: none"> • Conduct 4 ½ hours of introductory training prior to the start of school to ensure administrative teams are confident in their ability to implement RISE • Confirm each teacher's direct manager. Set a 		

			<p>walkthrough schedule and an observation schedule. Schedule talent management meetings with school leaders. Define the evaluation timeline and have school leaders block schedules for that work.</p>		
--	--	--	---	--	--

SCHOOL IMPROVEMENT BUDGET

Corporation Name: TNTP Corp #: _____

Original
 Amendment # _____

A: BUDGET FOR 2011-2012		110	120	211-290	211-290	311-319	440	510-593	611-689	710-748	910	Line Totals
Account Number	Expenditure Account	Salary		Benefits Cert	Benefits Non Cert	Prof. Service	Rentals	Other Purchase Services	General Supplies	Property	Transfer	
		Cert	Noncert									
11000	Instruction											\$0.00
20000	Support Services- Student											\$0.00
22100	Improvement of Instruction (Professional development)*					\$315,151						\$315,151.00
25191	Refund of Revenue											\$0.00
26400	Operation and Maintenance											\$0.00
27000	Transportation											\$0.00
33000	Community Service Operations					\$43,470.00						\$43,470.00
60100	Transfers (Interfund)											\$0.00
Column Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$358,621.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$358,621.00
TOTAL INSTITUTION COST												\$358,621.00

B: ITEMIZE and EXPLAIN

General Supplies	Property, Equipment/Tech	Professional Services	Other Purchase Services	Salary Personnel
		<p>Description of Professional Services: Staffing: *1.5 Full-time Employees *Equivalent to 1 Full Time employee support from National Staff (Partner, VP, EVP and central team) *Associated taxes, benefits, and staff support</p>		
		<p>Description of Community Service Operations: *Program Supplies *School Meetings *Printing *Program Oversight Travel</p>		
		<p>Salary: This would generally include salaries, benefits, staff support</p>		

Exhibit D, Page 4 of 4

* RUSH *

EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Received

Instructions for completing the EDS and the Contract process.

AUG 16 2012

DOA Contracts

- 1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.



AGENCY INFORMATION
14. Name of agency: Department of Education
15. Requisition Number: 000007631
16. Address: DOE-ACCOUNTING, 151 W OHIO ST, INDIANAPOLIS, IN 46204

AGENCY CONTACT INFORMATION
17. Name: Richard McKnight
18. Telephone #: 317 2320596
19. E-mail address: rmcknigh@doe.in.gov

COURIER INFORMATION
20. Name: Jim Holderman
21. Telephone #: 232-0517
22. E-mail address: jholderman@doe.in.gov

VENDOR INFORMATION
23. Vendor ID #: 0000012235
24. Name: SCHOLASTIC INC
25. Telephone #: (212) 965-7909
26. Address: 557 BROADWAY, NEW YORK, NY 10012

27. E-mail address: duyong@scholastic.com
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) X Yes No
29. Primary Vendor: M/WBE
Minority: Yes X No
Women: Yes X No
30. If yes, list the %:
Minority: %
Women: %
31. Sub Vendor: M/WBE
Minority: Yes X No
Women: Yes X No
32. If yes, list the %:
Minority: %
Women: %
33. Is there Renewal Language in the document? X Yes No
34. Is there a "Termination for Convenience" clause in the document? X Yes No

1. EDS Number: A58-2-12DL-0509
2. Date prepared: 7/30/2012

3. CONTRACTS & LEASES
X Professional/Personal Services
___ Grant
___ Lease
___ Attorney
___ MOU
___ QPA
___ Contract for procured Services
___ Maintenance
___ License Agreement
X Amendment# 2
___ Renewal #
___ Other

FISCAL INFORMATION
4. Account Number: Multiple
5. Account Name: Multiple-Refer to Online
6. Total amount this action: \$776,699.00
7. New contract total: 1,568,771.00
8. Revenue generated this action: \$0.00
9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:
Year 2012 \$792,072.00
Year 2013 \$776,699.00
Year \$
Year \$

TIME PERIOD COVERED IN THIS EDS
11. From (month, day, year): 9/1/2011
12. To (month, day, year): 9/1/2013
13. Method of source selection:
___ Bid/Quotation ___ Emergency ___ Negotiated ___ Special Procurement
X RFP# 11-74 ___ Other (specify)

35. Will the attached document involve data processing or telecommunications systems(s)? Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes): IC 20-19-3-5

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)
This amendment adds additional time and compensation to the contract for continued services.. The Contractor will conduct an in-depth analysis of the systems and capacities, as well as provide strategic interventions and support for the following school: Broad Ripple High School/Indianapolis Public Schools. Specifically, the analysis will include a thorough examination of the school's assets and liabilities (e.g. leadership, human capital, organizational culture). During this initial analysis phase and throughout the engagement, the Contractor will develop and execute a strategic intervention plan for the school, targeted at improving instructional quality and student achievement with a focus on "early wins" while looking ahead toward long-term, sustainable results. A "high-touch" presence in the school building and the community served will be required.

38. Justification of vendor selection and determination of price reasonableness:
Based on application scoring, in response to the RFP 11-74, six applicants were invited to deliver a formal oral presentation, which included an intense Q&A session. Based on presentations, three finalists were selected, given case studies of schools, and asked to respond with a proposal for school improvement. This proposal was presented orally at the Indiana Department of Education and scored by a committee. All three finalists were recommended and approved by IDOE to serve as lead partners. Price was determined to be reasonable given stated prices for lead partner work based on the number of students in the school as well as additional fees for the services outlined in the scope of work.

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)
This amendment was forwarded as soon as all details were finalized.

40. Agency fiscal officer or representative approval
41. Date Approved 08-15-2012
42. Budget agency approval
43. Date Approved 8/18/12
44. Attorney General's Office approval
45. Date Approved 2/1/2013
46. Agency representative receiving from AG
47. Date Approved



REQUISITION

Ship To: IN Department of Education
Accounting Dept.
151 W OHIO ST
INDIANAPOLIS IN 46204

Bill to: IN Department of Education
Accounting Dept.
151 W OHIO ST
INDIANAPOLIS IN 46204

Requisition No.	Date	Required Date	Page
000007631	08/13/2012		1 of 1
Fund/Account:	58132 / 531010		
Dept Number:	023047		
Project Number:	7000S388A090015		
Requisition Number:	000007631		
Requestor:	M254188 Melissa Ann Covey		
Agency Number:	00700 Department of Education		
Facility:			

MUST COMPLETE FOR ICPR

Print REQ
 Streamline Eligible

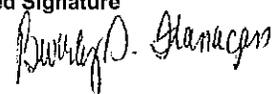
Line	Item	Description	Quantity	UOM	Unit Price	Ext Amt
1-1		TO ENCUMBER FUNDS. RECEIVE BY AMOUNT ONLY. A58212DL0509	1.0000	MON	776,699.0000	776,699.00

<< TIED TO PO 12557335 TIED TO EDS A58212DL0509

Contractor will conduct an in-depth analysis of the systems and capacities, as well as provide strategic interventions and support for the following school: Broad Ripple Magnet High School/Indianapolis Public Schools. Specifically, the analysis will include a thorough examination of the school's assets and liabilities (e.g. leadership, human capital, organizational culture). During this initial analysis phase and throughout the engagement, the Contractor will develop and execute a strategic intervention plan for the school, targeted at improving instructional quality and student achievement with a focus on "early wins" while looking ahead toward long-term, sustainable results. A "high-touch" presence in the school building and the community served will be required. >>

The following UN/CEFACT Unit of Measure Common Codes are used in this document:
MON Month

Requisition Total \$ 776,699.00

I certify that the item[s] requested is [are] necessary for the operation of this State Agency.		
Requestor Signature	Printed Name of Agency Head or Authorized Employee	Authorized Signature
M. Covey	Beverly Flanagan	

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

This is the second Amendment/Renewal to the Contract ("the Contract") entered into by and between the **Indiana Department of Education** (the "State") and **Scholastic Inc.** (the "Contractor") (the State and the Contractor may hereinafter be referred to as "the Parties").

WHEREAS, the Parties entered into Contract number EDS#A58-2-12DL-0509, dated September 1, 2011 to August 30, 2012;

WHEREAS, the Contractor agreed to observe, analyze, and evaluate the turnaround academy to which the Contractor was assigned, identify all issues present at the school, and provide targeted interventions to address and overcome barriers to education;

WHEREAS, the Parties now agree and find it necessary to renew and amend the Contract pursuant to the terms and conditions contained herein;

WHEREAS, pursuant to IC 5-22-17-4 and the terms of the Contract, the State hereby exercises its option to renew the Contract with the Contractor pursuant to the terms and conditions herein;

NOW THEREFORE, in consideration of the mutual undertakings and covenants hereinafter set forth, the Parties agree as follows:

1. Duties of Contractor

Paragraph 1., relating to Duties of Contractor, is hereby modified by the addition of the following:

The Contractor shall perform duties and obligations as described in the Contract and pursuant to the Scope of Work, which is attached hereto and herein incorporated as **Exhibit C**.

2. Consideration

Paragraph 2., relating to Consideration, is hereby modified by the following:

The Contractor will be paid **\$776,699.00** in accordance with the Budget set forth in **Exhibit D**, which is attached hereto and herein incorporated by reference, for performing the duties set forth in **Exhibit C**. Total remuneration under the Contract shall not exceed **\$1,568,771.00**.

3. Term

Paragraph 3., relating to Term, is hereby deleted in its entirety and replaced by the following:

This Contract shall commence on September 1, 2011 and shall remain in effect through September 1, 2013.

11. Confidentiality of State Information

Paragraph 11., relating to Confidentiality of State Information, is hereby modified by the addition of the following:

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. The State acknowledges that, in the performance of this Contract, the Contractor is a "School Official" for purposes of FERPA, and as such the State may disclose to the Contractor the Personally Identifiable Information of students pursuant to 99.31(a)(1)(i)(B). 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 without prior written consent of the individual or parents of the individual to which the information relates (Consenting Party) except for Contractor's consultants and subcontracts as described in Paragraph 11. Contractor shall ensure that it will 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 of 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.

34. Payments

Paragraph 34., relating to Payments, is hereby amended by the addition of the following:

- E. Payments shall not exceed **\$792,072.00** for the period of September 1, 2011 through August 30, 2012 and **\$776,699.00** for the period of August 31, 2012 through September 1, 2013.

Funding Summary

September 1, 2011 through August 30, 2012:	\$792,072.00
August 31, 2012 through September 1, 2013:	\$776,699.00

Total remuneration under this Contract shall not exceed **\$1,568,771.00**.

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:

- 11. Confidentiality of State Information** (FERPA language and exceptions added)
- 50. No Investment in Iran** (Clause added)

51. Assignment of Antitrust Claims (Clause added)

50. No Investment in Iran

Paragraph 50., relating to No Investment in Iran, is hereby added as follows:

As required by IC §5-22-16.5, the Contractor certifies that the Contractor is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC §5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.

51. Assignment of Antitrust Claims

Paragraph 51., relating to Assignment of Antitrust Claims, is hereby added as follows:

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.

All other matters previously agreed to and set forth in the original Contract and Amendment 1, and not affected by this Amendment shall remain in full force and effect.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

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: Beth Polcari
Printed Name: Beth Polcari
Title: SVP Business Finance & Operations
Date: 8/8/2012

Attested By: [Signature]
Karen L. Neuber
VP & Senior Counsel
8/8/12

Indiana Department of Education:

By: [Signature] (for)
Dr. Tony Bennett
Superintendent of Public Instruction
Date: August 15, 2012

Department of Administration

[Signature] (for)
Robert D. Wynkoop
Commissioner
Date: 8/14/12

State Budget Agency

[Signature] (for)
Adam M. Horst
Director
Date: 8/16/12

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

[Signature] (for)
Gregory F. Zoeller
Attorney General
Date: 21 AUG 12

Exhibit C

SCHOLASTIC ACHIEVEMENT PARTNERS

Note: Goals 1A and 3 in the schedule below will be funded via funds covered by this Contract. The remaining items will be covered by federal School Improvement Grant funds awarded to Indianapolis Public Schools, which is not included in the amounts listed in this Contract, but will be monitored by the Indiana Department of Education in accordance with the State Education Agency's requirements pertaining to federal School Improvement Grants.

Broad Ripple Magnet High School Proposed Scope of Work for Year 2 Lead Partner Initiative

It has been an honor to partner with the staff and students of Broad Ripple Magnet High School this year in an effort to improve academic performance. We are excited about the progress the school has made, and are looking forward to continuing the partnership in the 2012-2013 school year.

High Level Project Goals and Key Action Steps for 2012-2013 School Year

Goal 1a: Continue School-Wide PD to Improve Instruction

Scholastic Achievement Partners, in collaboration with IDOE, Indianapolis Public Schools, and the staff at Broad Ripple Magnet High School, implemented a series of targeted initiatives to improve instruction during the 2011-12 school year. The goals of the comprehensive professional learning plan were focused on the following areas:

- Making rigor a reality
- Implementing key literacy strategies across all content areas
- Analyzing and using data to inform instructional decisions

The professional learning model was designed to engage teachers and leaders in a collaborative community focusing on key instructional strategies to improve student achievement and that were aligned with the district's mandated 5-5-3-3 map. Professional development was delivered through a blended approach: online with *Scholastic U*, face-to-face training through PLCs and leadership training sessions, and with job-embedded instructional and leadership coaching focused on the goals identified above.

The targeted, connected approach across all professional learning opportunities resulted in fostering a common vision about instructional excellence, as well as encouraging common academic language and a set of strategies across the entire school to accelerate student achievement. Scholastic Achievement Partners recommends building upon the success and momentum established through this professional learning model with emphasis on the following targets:

- Continue to develop key instructional strategies selected from the district's 5-5-3-3 map, including:
 - Comprehension: *Making Thinking Visible and Summarizing*
 - Vocabulary: *Enhanced Descriptive Writing within the Content Areas (focusing on the role of academic and domain-specific vocabulary)*
 - Writing Strategies: *Writing Arguments and Conducting Research – A Focus on Using Evidence*

- Test-Taking Strategies: *Close Reading and Supporting with Evidence from Text; Strategies for Constructed Response, Extended Response, and Multiple Choice*
- Increase emphasis on student engagement and rigor to prepare students for the higher demands of the Common Core State Standards and 21st Century skills
 - Strategies to read and comprehend complex text, including increased exposure to informational text.
 - Strategies that focus on College and Career Ready Anchor Standards:
 - Key Ideas and Details
 - Craft and Structure
 - Integration of Knowledge and Skills
 - Range of Reading and Level of Text Complexity
- Incorporate math professional development within the professional learning plan to address both conceptual math, as well as basic skills of computation and fluency (see Goal 1b, listed below, for more detail on this.)
- Continue efforts to analyze and effectively use data to monitor student performance and to inform instructional decisions:
 - Greater emphasis on using formative assessments to course correct, differentiate instruction and accelerate student performance (performance tasks, writing samples, rubrics/checklists)
 - Continued use of summative and benchmark assessments to assess students progress toward standards

While specifics of the Professional Learning Plan will be developed in consultation with the district, the plan will consist of the following quantities of delivered services:

- (1) day Summer Leadership Institute
- (1) year subscription to Scholastic U online PD platform
- (160) days of instructional coaching (which will equate to 1-2 visits per teacher per month, plus facilitation of PLCs)

Key Action Steps:

- Develop a comprehensive 2012-13 Professional Learning Plan using the blended approach (online, in-person during PLCs, and job-embedded coaching) to incorporate the targets noted above for literacy, math, student engagement/rigor, and data
 - Utilize the established PLC structure to deepen knowledge, model strategy use, and to discuss implementation effectiveness using evidence of student work:
 - Monday: Teach/Reinforce identified strategies from the 5-5-3-3 map noted above, as well as strategies to increase rigor in preparation for the Common Core State Standards
 - Wednesday: Discussion/Reflection of strategy use in the classroom; sharing evidence of student work, analyzing student data to differentiate instruction
 - Success Periods: Focus on high-impact test-taking strategies to improve performance on state and end-of-course assessments
 - Select targeted strategies from the 5-5-3-3 map to continue emphasis on literacy across all content areas and to build a common vision and focus across the school (see Goal 1a above)

- Identify and enroll teachers in *Scholastic U* courses for Semester 1 and Semester 2 to build upon strategies developed this year and that align with 5-5-3-3. Course selections to include:
 - Middle School Literacy: Improving Text Comprehension, 6-8
 - Supporting Secondary Teachers in Literacy Instruction, 6-12
 - High School Literacy, 9-12
- Map out a professional development strand for mathematics within the Professional Learning Plan (See Goal 1b, below)
- Correlate and reinforce strategies across all professional learning opportunities (online, in-person, job-embedded coaching) to ensure coherence and focus.
 - Strategies identified in Goal 1a above will be taught/modeled/reinforced during weekly PLCs
 - Teachers' individual needs will be supported in the classroom through coaching, modeling, co-teaching, observation/feedback, reflection/debriefing related to identified strategies in Goal 1a above;
 - Evidence of teacher's use and application of the strategies will be monitored and additional support will be provided to differentiate teachers' learning
 - Instructional leaders will support and monitor the use and application of identified instructional strategies using checklists/rubrics during walkthroughs and
 - In collaboration with the school leadership team, SAP will create a schedule/timeline/ expectations for how strategies are to be implemented and how data will be collected and reported.
- Determine data collection tools and timelines to monitor implementation success and teacher development
- Schedule and provide a 1-day Summer Institute for teachers to kick off instructional improvement initiative and to lay a foundation for project goals

Goal 1b: Provide supplemental professional support to deepen math instruction

As referenced in Goal 1a, the Professional Learning Plan for teachers will be augmented to include supplemental support for mathematics teachers aimed at improving instruction. This support will ensure that effective instruction is taking place in a way that makes math accessible to all students in all math classes. The PD experiences will be tailored to complement the current improvement efforts of the school, and designed in a way that builds the capacity of instructional leaders and teachers. The experiences will deepen the math content knowledge of the teachers and will provide them with instructional strategies that meet the needs of all learners. Instructional leaders and teachers will be involved in some, if not all of the following professional development:

- One-day Summer Math Institute on foundations of teaching math
- One-day leadership course that will demonstrate to instructional leaders what effective math instruction looks like
- Two days of content/pedagogy PD for teachers that will follow up the summer institute
- (28) days of supplemental coaching including bi-monthly coaching visits (3 days per visit) for coaches to increase their coach content knowledge and monthly coaching

visits for teachers to provide them with and help them implement strategies that make math accessible to all. The coaching visits will include collaborative planning, modeling and observation of lessons, and debriefing and reflection

Goal 2a: Continue and expand successful academic interventions for students in reading.

In the 2011-2012 school year BRMHS enrolled approximately 100 grade 6, 7, and 8 students in a comprehensive reading intervention program. Students in this program showed strong progress, and our goal in the 2012-2013 school year is to continue to support this successful program while building on its success. This will include:

- Expansion of program to enroll additional 9th and 10th grade students in need of reading intervention (according to date, approximately 55% of students, or 150, read below proficient and could benefit from intervention.)
- Adjusting scheduling to allow for 90 minutes of intense literacy intervention for these students each day
- Ensuring capable technology support is in place for teachers and students, preferably desktops (minimum of 12 each/classroom) and projection systems that are working correctly for teacher instruction.
- (2) days of training for teachers new to READ 180 and (1) day of refresher training for returning teachers
- (40) days of in-classroom support of teachers for an estimated 4-6 teachers (estimated 1-2 visits per month)
- (1) day of refresher leadership training for new and existing administrators
- Onsite technical audit and assistance support (as needed) to ensure seamless operation of in-school technology

Key Action Steps

- Identify students reading below proficiency
- Students are identified using ISTEP (underperforming) data and lexile (below grade-level reading) levels. These two assessments are highly accurate in measuring proficiency and can be used to determine student need for additional support in reading.
- Implement technology-based/teacher-directed reading intervention approaches for these students
- Implement either Read 180 or System 44 (below 2nd grade reading level in need of intensive phonics and decoding skills) in a 90 minute/day classroom setting with working technology and trained teachers.
- Train/retrain participating teachers and provide coaching and consultation to ensure successful implementation

Goal 2b: Introduce academic intervention for students in math.

Building off the successful effort to intervene with students in literacy, in 2012-2013 we propose the creation of a parallel effort in mathematics for students in grades 6 and above. We have identified a series of research-based interventions for struggling math students (Do the Math Now is a year-long course focused on numbers and operations specifically designed for middle and high school students who need help above and beyond their regular class instruction; Fast Math and Fraction Nation are technology based interventions focused

on fact fluency fraction fluency, respectively.) Based on administration of a screening assessment early in the year, students in grades 6-10 will be identified for additional intervention support. A combination of in-class and extended learning/after-school time will be used to implement these interventions. And ongoing coaching will be provided to ensure fidelity of implementation (utilizing the same coaches in a coordinated effort with the math professional development support described above.)

Key Action Steps

- Identify students who are below proficient in math and who could benefit from additional intervention support
- Implement Do the Math Now and technology based interventions focused on fact and fraction fluency (Fastt Math and Fraction Nation); includes 800 hosted licenses for Fastt Math and 600 for Fraction Nation
- Train participating teachers and provide coaching and consultation to ensure successful implementation, including (3) days of upfront training on interventions and (20) days of in-classroom support to ensure fidelity (approximately 1 visit per teacher per month)
- Onsite technical audit and assistance support (as needed) to ensure seamless operation of in-school technology

GOAL 3: Deepen Building-wide Leadership Capacity.

We will ensure that we are deepening and sustaining instructional leadership capacity within the school and that the school leadership team continues to expand the instructional leadership skills repertoire necessary to empower the learning community to continue to focus on school improvement initiatives and student achievement.

Key Action Steps

- Identify new key leaders/teachers to become part of the Teacher Advisory Leadership Committee (TALC) for 2012-2013. For the new members, conduct an Instructional Leadership Institute to build a solid foundation of instructional leadership skills.
 - Create (or update) Individual Leadership Growth Plans (LGPs) with the support of SAP leadership coaches. The LGP will continue to serve as a benchmark for growth and improvement efforts specific to a new cohort of participants. The LGP will provide information to create actionable individualized plans that will foster building-wide leadership capacity. Using the LGP, participants in this program will gain valuable skills in identify, observing and coaching good instruction; facilitating professional learning communities; helping to define and communicate a vision for success in the school; and engaging and representing BRMHS in the community.
 - Conduct monthly executive coaching (45 days total, with a target of monthly one on one time with a coach as well as weekly facilitation of TALC meetings) for every leader to ensure progress against Leadership Growth Plans, with success measured by percentage of LGP goals complete and a leader self-assessment using a rubric of instructional leadership
 - Develop and implement a (2) day Instructional Leadership Institute (estimated date: July, 2012) for the 2011-2012 Cohort of Broad Ripple Leadership Fellows (approximately 15 individuals) with focus on:

- o Deepening the knowledge and use of tools and mental models for sustaining and leading change with a special focus on student demographics, more complex demands for the emerging workforce, influences of new technologies, changing needs of second language learners and new approaches to educating students who are classified with special needs.
- o Expanding the repertoire of leadership skills to include a building-wide focus on LGP goals, adaptability, developing and sustaining distributive leadership and leadership teams (PLCs), strategically communicating to internal and external audiences, building community engagement and reflecting and adopting effective instructional leadership strategies and practices.
- o Defining and expanding school support systems that provide time for collaboration of special education and general education teachers to collaboratively plan delivery of instruction together.
- o Conduct monthly executive coaching for every leader to ensure progress against Leadership Growth Plans

Project Management Support

Scholastic will provide ongoing project management and progress monitoring support throughout the school year, including:

- o Assistance in coordinating all professional learning and implementation events
- o Coordination of content creation and high quality delivery of all implementation tasks
- o Creation of progress monitoring protocols and coordination of data collection throughout the year

Exhibit D

SCHOOL IMPROVEMENT BUDGET

Corporation Name: _____ Corp #: _____

Original
 Amendment # _____

A. BUDGET FOR 2012-2013 Account Number	School Name: 120		School #: 510-593		Line Totals						
	110	120	311-319	440	611-689	710-748	910				
Expenditure Account	Cert	Salary	Noncert	Benefits Cert	Benefits NonCert	Prof. Service	Rentals	Other Purchase Services	General Supplies	Property	Transfer
11000											\$0.00
20000											\$0.00
22100 25191						\$774,700.00		\$1,999.00			\$776,699.00
26400											\$0.00
27000											\$0.00
33000											\$0.00
60100											\$0.00
Column Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$774,700.00	\$0.00	\$1,999.00	\$0.00	\$0.00	\$0.00
TOTAL INSTITUTION COST											\$776,699.00
B. ITEMIZE and EXPLAIN											
General Supplies	Property, Equipment/Tech			Professional Services				Other Purchase Services		Salary Personnel	
				Upfront Professional Development (\$7,600) Ongoing Coaching and Project Mgmt Services (\$620,000) Leadership Development PD and Executive Coaching for Leadership Cadre (\$147,100)				Other Purchase Services 1 Year Subscription to Online PD Platform (\$1,999)			

Expenditure Account	Quantity of Employees	Specific Responsibilities Pertaining to Phase 1: Assessment (NEEDS ASSESSMENT AND PLANNING)	Specific Responsibilities Pertaining to Phase 2: Human Capital Planning (IMPLEMENTATION AND MONITORING) SERVICE DELIVERY)	Specific Responsibilities Pertaining to Phase 3: Evaluation (PROGRESS)	Specific Responsibilities Pertaining to Phase 4: School Turnaround Plan (NOT APPLICABLE)
Improvement of Instruction-Professional Development and Project Management	5	<ul style="list-style-type: none"> Evaluate appropriate steps necessary to add more rigor to the curriculum and instruction approaches with the high-rigor demands of the Common Core Standards and Next Generation Assessments Conduct collaborative discussions with district to define aspiration and instructional vision Conduct needs assessment to better understand revised instructional practices within the school, including WE Surveys, focus groups and classroom observation (20 new teachers) Continue focus on teacher competencies in using available data and interpreting it to drive changes in classroom instruction Continue to target professional development around gaps and recommendations for improvement while working on strategies for best teaching practices 	<ul style="list-style-type: none"> Professional development delivered through a blended approach: online with Scholastic U, face-to-face training through PLCs and leadership training sessions, and with job-embedded instructional and leadership coaching Increase emphasis on student engagement and rigor to prepare students for the higher demands of the Common Core State Standards and 21st Century skills Incorporate math professional development within the professional learning plan to address both conceptual math, as well as basic skills of computation and fluency Ensure specific guidance on high fidelity implementation of curriculum is included in all professional learning opportunities Continue side-by-side, job-embedded coaching providing assistance and reflection/briefing for continuous improvement in the classroom Work with each teacher to develop a personalized plan for growth and development in instruction (based on common vision) Provide assistance in coordinating all professional learning and implementation events 	<ul style="list-style-type: none"> Use performance indicators in place from previous year's partnership to measure high fidelity implementation of curriculum and strategies Continue work closing gaps between curriculum and demands of ISTEP, including new CCSS Observe and track implementation fidelity of recommended instructional techniques Continue to provide assistance and support in facilitating high level PLCs while increasing the rigor with which these are run Continue to provide support with coordination of content creation and monitor goals for high quality delivery of all implementation tasks 	

<p>Improvement of Instruction- Leadership Development Support</p>	<p>5</p>	<p>Assess new leadership practices through a leadership needs assessment</p> <p>Identify new key leaders/teachers to become part of the Teacher Advisory Leadership Committee (TALC) for 2012-2013</p>	<p>Continue assessing progress toward goals of Leadership Growth Plans through monthly coaching sessions with individual leaders. Identify strengths and areas of challenge and make appropriate adjustments</p> <p>For new TALC members, conduct an Instructional Leadership Institute to build a solid foundation of instructional leadership skills.</p> <p>Facilitate development of individualized TALC Leadership Growth Plans for each member</p> <p>Conduct monthly executive coaching for every leader</p> <p>Develop and implement a (2) day Instructional Leadership Institute for TALC</p>	<p>Conduct monthly executive coaching for every leader to ensure progress against Leadership Growth Plans, with success measured by percentage of LCP goals complete and a leader self-assessment using a rubric of instructional leadership</p> <p>Progress monitoring protocols will be used and coordination of data collection will measure successes throughout the year</p> <p>Specific indicators for high fidelity implementation of best practice leadership techniques will be identified and tracked as part of project</p>
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EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Received

Instructions for completing the EDS and the Contract process.

SEP 04 2012

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

1. EDS Number: A58-2-12DL-0508	2. Date prepared: 8/22/2012
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3. CONTRACTS & LEASES

<input checked="" type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input checked="" type="checkbox"/> Amendment# <u>2</u>
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal # _____
<input type="checkbox"/> QPA	<input type="checkbox"/> Other _____

FISCAL INFORMATION

4. Account Number: 58132-59C00.	5. Account Name: ARRA Title I School Improve
6. Total amount this action: \$867,233.00	7. New contract total: 1,716,284.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2012	\$849,051.00
Year 2013	\$867,233.00
Year _____	\$ _____
Year _____	\$ _____

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 9/1/2011	12. To (month, day, year): 9/1/2013
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13. Method of source selection:

Bid/Quotation Emergency Negotiated

RFP# 11-74 Other (specify) _____ Special Procurement

35. Will the attached document involve data processing or telecommunications systems(s)? Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):
IC 20-19-3-5

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)

This amendment extends the term for twelve additional months and increases the contract amount by \$867,233. Contractor will conduct an in-depth analysis of the systems and capacities, as well as provide strategic interventions and support for the following school: George Washington Community High School/Indianapolis Public Schools. Specifically, the analysis will include a thorough examination of the school's assets and liabilities (e.g. leadership, human capital, organizational culture). During this initial analysis phase and throughout the engagement, the Contractor will develop and execute a strategic intervention plan for the school, targeted at improving instructional quality and student achievement with a focus on "early wins" while looking ahead toward long-term, sustainable results. A "high-touch" presence in the school building and the community served will be required.

38. Justification of vendor selection and determination of price reasonableness:

Based on application scoring, in response to the RFP 11-74, six applicants were invited to deliver a formal oral presentation, which included an intense Q&A session. Based on presentations, three finalists were selected, given case studies of schools, and asked to respond with a proposal for school improvement. This proposal was presented orally to the Indiana Department of Education and scored by a committee. All three finalists were recommended and approved by IDOE to serve as lead partners. Price was determined to be reasonable given stated prices for lead partner work based on the number of students in the school as well as additional fees for the services outlined in the scope of work.

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

This amendment was forwarded as soon as all details were finalized.

40. Agency fiscal officer or representative approval <i>[Signature]</i>	41. Date Approved 08-29-2012	42. Budget agency approval <i>[Signature]</i>	43. Date Approved 9/6/12
44. Attorney General's Office approval <i>[Signature]</i>	45. Date Approved 9/10/2012	46. Agency representative receiving from AG	47. Date Approved

AGENCY INFORMATION

14. Name of agency: Department of Education	15. Requisition Number: 000007717
--	--------------------------------------

16. Address: DOE-ACCOUNTING 151 W OHIO ST INDIANAPOLIS, IN 46204

AGENCY CONTACT INFORMATION

17. Name: Richard McKnight	18. Telephone #: 232-0596
19. E-mail address: rmcknight@doe.in.gov	

COURIER INFORMATION

20. Name: Jim Holderman	21. Telephone #: 232-0517
22. E-mail address: jholderman@doe.in.gov	

VENDOR INFORMATION

23. Vendor ID #	000090564
24. Name: WIRELESS GENERATION, INC	25. Telephone #: (212) 796-2320
26. Address: 55 WASHINGTON ST STE 900 BROOKLYN, NY 11201	
27. E-mail address: abanker@wgen.net	

28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) Yes No

29. Primary Vendor: M/WBE

Minority: Yes No

Women: Yes No

31. Sub Vendor: M/WBE

Minority: Yes No

Women: Yes No

33. Is there Renewal Language in the document? Yes No

34. Is there a "Termination for Convenience" clause in the document? Yes No

RECEIVED

SEP 07 2012

OAG-ADVISORY



REQUISITION

Ship To: IN Department of Education
Accounting Dept.
151 W OHIO ST
INDIANAPOLIS IN 46204

Requisition No. 000007717	Date 08/29/2012	Required Date	Page 1 of 1
Fund/Account: 58132 / 531010		Dept Number: 023047	
Project Number: 7000S388A090015		Requisition Number: 000007717	
Requestor: M254188		Melissa Ann Covey	
Agency Number: 00700		Department of Education	
Facility:			

Bill to: IN Department of Education
Accounting Dept.
151 W OHIO ST
INDIANAPOLIS IN 46204

MUST COMPLETE FOR ICPR

Print REQ
 Streamline Eligible

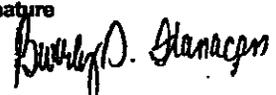
Line	Item	Description	Quantity	UOM	Unit Price	Ext Amt
1-1		TO ENCUMBER FUNDS. RECEIVE BY AMOUNT ONLY. A58212DL0508	1.0000	MON	867,233.0000	867,233.00

<< TIED TO PO 12550010 TIED TO EDS A58212DL0508

Contractor will conduct an in-depth analysis of the systems and capacities, as well as provide strategic interventions and support for the following school: George Washington Community High School/Indianapolis Public Schools. Specifically, the analysis will include a thorough examination of the school's assets and liabilities (e.g. leadership, human capital, organizational culture). During this initial analysis phase and throughout the engagement, the Contractor will develop and execute a strategic intervention plan for the school, targeted at improving instructional quality and student achievement with a focus on "early wins" while looking ahead toward long-term, sustainable results. A "high-touch" presence in the school building and the community served will be required. >>

The following UN/CEFACT Unit of Measure
Common Codes are used in this document:
MON Month

Requisition Total \$ 867,233.00

Requestor Signature  M. Covey	I certify that the item[s] requested is [are] necessary for the operation of this State Agency. Printed Name of Agency Head or Authorized Employee <p style="text-align: center;">Beverly Flanagan</p>	Authorized Signature 
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AMENDMENT #2
EDS#A58-2-12DL-0508

This is the second Amendment/Renewal to the Contract ("the Contract") entered into by and between the Indiana Department of Education (the "State") and Wireless Generation, Inc., (the "Contractor") (the State and the Contractor may hereinafter be referred to as "the Parties").

WHEREAS, the Parties entered into Contract number EDS#A58-2-12DL-0508, dated September 1, 2011 to August 30, 2012;

WHEREAS, the Contractor agreed to observe, analyze, and evaluate the turnaround academy to which the Contractor was assigned, identify all issues present at the school, and provide targeted interventions to address and overcome barriers to education;

WHEREAS, the Parties now agree and find it necessary to renew and amend the Contract pursuant to the terms and conditions contained herein;

WHEREAS, pursuant to IC 5-22-17-4 and the terms of the Contract, the State hereby exercises its option to renew the Contract with the Contractor pursuant to the terms and conditions herein;

NOW THEREFORE, in consideration of the mutual undertakings and covenants hereinafter set forth, the Parties agree as follows:

1. Duties of Contractor

Paragraph 1., relating to Duties of Contractor, is hereby modified by the addition of the following:

The Contractor shall perform duties and obligations as described in the Contract and pursuant to the Scope of Work, which is attached hereto and herein incorporated as **Exhibit C**.

The Parties acknowledge and agree that Contractor's obligations described in **Exhibit A** of the Agreement have been satisfied as of the date of this Amendment #2.

2. Consideration

Paragraph 2., relating to Consideration, is hereby modified by the following:

The Contractor will be paid **\$867,233.00** in accordance with the Budget set forth in **Exhibit D**, which is attached hereto and herein incorporated by reference, for performing the duties set forth in **Exhibit C**. Total remuneration under the Contract shall not exceed **\$1,716,284.00**.

3. Term

Paragraph 3., relating to Term, is hereby deleted in its entirety and replaced by the following:

This Contract shall commence on **September 1, 2011** and shall remain in effect through **September 1, 2013**.

11. Confidentiality of State Information

Paragraph 11., relating to Confidentiality of State Information, is hereby modified by the addition of the following:

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. 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 without prior written consent of the individual or parents of the individual to which the information relates (Consenting Party). Contractor shall ensure that it will 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 of 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.

34. Payments

Paragraph 34., relating to Payments, is hereby amended by the addition of the following:

- E. Payments shall not exceed \$849,051.00 for the period of September 1, 2011 through August 30, 2012 and \$867,233.00 for the period of August 31, 2012 through September 1, 2013.

Funding Summary

September 1, 2011 through August 30, 2012:	\$849,051.00
August 31, 2012 through September 1, 2013:	\$867,233.00

Total remuneration under this Contract shall not exceed **\$1,716,284.00**.

48. 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:

- 11. Confidentiality of State Information (FERPA specific language added)
- 51. No Investment in Iran (Clause added)
- 52. Assignment of Antitrust Claims (Clause added)

51. No Investment in Iran

Paragraph 51., relating to No Investment in Iran, is hereby added as follows:

As required by IC §5-22-16.5, the Contractor certifies that the Contractor is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in

IC §5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.

52. Assignment of Antitrust Claims

Paragraph 52., relating to Assignment of Antitrust Claims, is hereby added as follows:

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.

All other matters previously agreed to and set forth in the original Contract and Amendment 1, and not affected by this Amendment shall remain in full force and effect.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

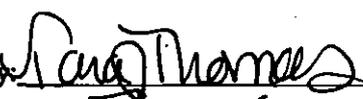
Non-Collusion and Acceptance

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.

Wireless Generation, Inc.

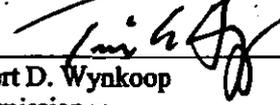
By: 
Printed Name: LAWRENCE J BERGER
Title: Executive Chairman
Date: August 27, 2017

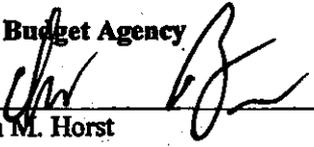
Attested By: 
Tara J. Thomas
Paralegal
August 27, 2012

Indiana Department of Education:

By:  (for)
Dr. Tony Bennett
Superintendent of Public Instruction
Date: August 29, 2012

Department of Administration

 (for)
Robert D. Wynkoop
Commissioner
Date: 9/5/12

State Budget Agency
 (for)
Adam M. Horst
Director
Date: 9/10/12

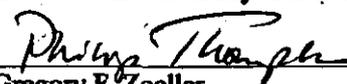
APPROVED as to Form and Legality:
Office of the Attorney General
 (for)
Gregory F. Zoeller
Attorney General
Date: 9/10/2012

Exhibit C

Wireless Generation – George Washington Community High School

2012-2013 Scope of Work

Wireless Generation (WG), in collaboration with the IDOE, IPS, and the leadership at George Washington Community High School (GWCHS), implemented a targeted intervention for the second half of the 2011-12 school year. The intervention focused on building the long-term capacity of school staff members to systematically use data to drive instruction. The elements of the intervention included the facilitation of professional learning communities (PLCs), reflective coaching for teachers and administrators, and targeted professional development. It also included additional services as requested, such as a review of the special education program at GWCHS and input/support around the master schedule development to provide for more concentrated content area-specific collaborative planning time.

In the second year of intervention, WG will continue to provide deeper instructional support through both PLCs and individual coaching sessions. The former will focus on the 8-Step Process of data analysis, tying explicitly to instruction and intervention programs in which the school has invested. PLCs will continue to have a dual focus of long-term practice change and immediate application of new skills. Individual coaching sessions will focus on important themes, such as student engagement, reading and writing across the curriculum, building the content and pedagogy skills that are measured by RISE, and infusing the inquiry process that is part of 8-Step. Each teacher, however, will also receive coaching specific to his/her own needs, as outlined in his/her Individual Teacher Development Plan.

Finally, WG will work with the new principal of GWCHS and her leadership team to ensure ample time is dedicated to instructional observations and feedback sessions with teachers, and to prepare administrators to best provide this instructional support. There will be a new focus on creating a Response to Intervention (RtI) process for the school, beginning in the Fall with grades 7 and 8, and adding grades 9 and 10 throughout the year. This new process will be led by members of the leadership team and supported by WG coaches.

WG has worked collaboratively with school leadership, IPS, and IDOE to define the school's instructional priorities for the new school year. These priorities will serve as the guiding principles for our 2012-13 intervention:

- Increase student engagement and instructional rigor
- Build teachers' capacity to meet the educational needs of English Language Learners (ELL)
- Assist in the implementation of a Response to Intervention (RtI) program
- Improve reading and writing across all content areas in middle school
- Support leaders in managing school change

Focusing on the new instructional priorities, the following objectives outline the detail of WG's proposed 2012-13 intervention at GWCHS:

Objective 1: Continue Professional Learning Communities, organized by content area and grade level
With a school schedule that allows for easier content area and grade-level collaboration, teachers will continue to meet in PLCs that focus on building a transparent data culture to increase student

engagement and achievement. PLCs will continue to use the Inquiry model embodied in the 8-Step Process.¹

Key Action Steps and Deliverables:

- Professional Learning Communities (PLCs) will be organized by content area, with the option to further group by grade level.
- Each PLC will be organized so that groups of no more than 8 teachers can be formed. Some PLCs may include larger groups, but some will include grade-level or priority-specific breakdowns within the larger group.
- A high-level PLC Roadmap will be delivered by August 30, 2012, outlining the planned topics for the year.
 - PLCs will share the common theme of data-driven instruction aligned to the 8-Step Process.
 - PLCs will reference the instructional programs used in the school.
 - Wireless Generation will focus on building the conceptual skills and habits necessary to support an Inquiry-based process, while also focusing on the immediate application of priority skills such as differentiation, designing student work, aligning instruction (including assessment) to standards, and increasing student engagement and classroom rigor.
- While specific agendas will differ depending on each PLC's progress and experience, WG will provide monthly updates that give more detail about the topics to be covered by each PLC.
- Each PLC will meet for two 45-minute periods each week during the combined back-to-back planning/PLC period, leaving the other period for planning.

Objective 2: Continue School Leadership PLCs and Individual administrator coaching

As the new principal and her leadership team roll out their vision and begin to lead the school, it is critical that they have a structure in place to collaborate and share information with one another. Wireless Generation will continue to facilitate weekly PLCs and provide individual coaching, allowing significant time to reflect on their collective and individual practices.

Key Action Steps and Deliverables:

- Each PLC will meet for one 90-minute period each week.
- Each administrator (up to 7) will receive one hour/week of coaching.
 - Topics may include, but are not limited to: classroom observation and feedback development; RTI implementation roles and responsibilities; improving focus of communications with staff, community, parents, and students by including individual and school-wide growth goals; broadening school-wide leadership by thoughtful release of responsibilities.
- A high-level PLC Roadmap will be delivered by August 30, 2012, outlining the planned topics for the year.
 - Leadership PLCs have a two-fold purpose: 1) Develop individual leaders' skills, and 2) enable leaders to understand and support the work of teacher PLCs and coaching.
 - This will support, not supplant, the work TNTP is doing with administrators, and will be aligned to the RISE evaluation system. However, WG will not provide explicit training on RISE or otherwise duplicate the work TNTP is providing.

¹ IPS will provide access to Benchmark and diagnostic data disaggregated by standard and student subpopulation.

Objective 3: Continue individual teacher coaching with differentiated support

Wireless Generation will work with every GWCHS teacher, providing classroom observation and feedback conferences. The coach will focus on providing feedback around both the school-wide instructional priorities and the goals outlined in each teacher's Individual Teacher Development Plan. Individual Teacher Development Plans were created in May, 2012, and were aligned to the observations administrators conducted under the guidance of The New Teacher Project (TNTP).

Key Action Steps and Deliverables:

- WG will provide 1 hour/week of coaching, composed of a 30-minute classroom observation and a 30-minute conference, for each ELA and Math teacher.
- WG will provide 1 hour every other week of coaching, composed of a 30-minute classroom observation and a 30-minute conference, for other teachers.
- Sessions will focus on key elements of the overall instructional program, such as the implementation of Reading Apprenticeship, the application of differentiation in the classroom, designing student work, and the inquiry process through 8-Step.
- Skills discussed in coaching sessions will be aligned with the RISE evaluation system.
- WG will produce a rubric to give classroom observation guidance to school leadership, IPS, and IDOE.

Objective 4: Continue to provide targeted Professional Development

Wireless Generation will work with the school's new leadership team to determine, based on the revised school priorities, a list of professional development for the whole staff and sub-groups of the staff. Initial topics may include, but are not limited to: PD for teachers on how to build strategies for English Language Learner instruction; peer coaching; alignment to Common Core standards; RtI.

Key Action Steps and Deliverables:

- WG will provide between 5 and 10 professional development sessions over the course of the year. Sessions may be between 2 and 6 hours in duration.
- WG will collaboratively develop, with school principal, a list of topics for professional development by August 30, 2012. This list may be revised during the year through written agreement between school or district leadership and WG.

Objective 5: Assist In Implementing a Response to Intervention Program

Wireless Generation will train the Administrative and Instructional Leadership teams on the elements of a successful RtI program. WG will support the leadership teams in creating an implementation plan and support documents to guide the rollout across all content areas.

Key Action Steps and Deliverables:

- WG and school leadership teams (administrators and ILT) will collaboratively develop an implementation plan by [Date TBD].
- Initial training for middle school teachers to be held by [Date TBD].
- Training for high school teachers to be scheduled and delivered by [Date TBD].

Objective 6: Increase Cross-Partner Collaboration

To promote a cohesive intervention that provides consistent support to teachers, leaders, parents, and students, Wireless Generation will support the principal in leading a series of regular meetings throughout the year. The purpose of these "Partner Roundtable" meetings is to allow each partner to

share the support they are providing, and to report on their progress toward meeting the school-wide priorities.

Key Action Steps and Deliverables:

- **WG will assist school leadership in rolling out a common vision to all partners working with the school. This includes:**
 - Documenting a common vision as articulated by leadership
 - Supporting leadership to plan and execute a meeting(s) in which the common vision is communicated to all teachers and partners
 - Reviewing partners' plans to ensure the common vision is articulated
- **The principal, with facilitation support from WG, will conduct a series of regular meetings with other partners and school leadership. This may include, but is not limited to:**
 - Monthly/quarterly meetings with all partners
 - Weekly meetings with The New Teacher Project (TNTP)
 - Monthly/quarterly meetings with individual partners such as Reading Apprenticeship, Katie McKnight, etc.
 - Quarterly meetings with community partners

Exhibit D

Tide I Part A 2007-2008

SCHOOL IMPROVEMENT BUDGET

Corporation Name: _____ Corp #: _____

Original
 Amendment # _____

A. BUDGET FOR 2012-2013	School Name: _____ School #: _____												
	Account Number	Expenditure Account	Salary		Benefits Cert	Benefits NonCert	Prof. Services	Rentals	Other Purchase Services	General Supplies	Property	Transfer	Line Totals
			Cert	Noncert									
11000	Instruction												\$0.00
20000	Support Services- Student												\$0.00
22100	Improvement of Instruction (Professional development)*					\$780,509.70							\$780,509.70
25191	Refund of Revenue												\$0.00
26400	Operation and Maintenance												\$0.00
27000	Transportation												\$0.00
23000	Community Service Operations					\$86,723.30							\$86,723.30
60100	Transfer (Interfund)												\$0.00
Column Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$867,233.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$867,233.00

TOTAL INSTITUTION COST

FORMULATE and EXPLAIN

General Supplies	Property, Equipment/Lease	Professional Services	Other Purchase Services	Salary Personnel
		Project Management -Project Manager (approximately 60-65% FTE) -Executive Support -Support of regular partner roundtable meetings with other vendors -Weekly, monthly, quarterly reporting (to IDOE, IPS, and school) Comprehensive Services -Leadership Coach (approximately 50% FTE) -Wireless Generation Coaches (2 FTE) -Wireless Generation Experts / PD Consultants (as needed) -Custom R&D and content development -Recruiting and internal training -Project Team travel, expenses, coordination -Cost of materials, and supplies, including printing and duplication		

B. Itemize and Explain – Professional Services (continued)

Expenditure Account	Quantity of Employees	Specific Responsibilities Pertaining to PLCs, Coaching, and Professional Development	Specific Responsibilities Pertaining to Project Management / Progress Monitoring
Improvement of Instruction (Professional development)	8-12; Work will be conducted primarily through on-site dedicated Project Team of Wireless Generation Coaches	<ul style="list-style-type: none"> • Provide Professional Learning Community (PLC) Roadmaps for teachers and leaders • Facilitate PLCs, organized by content area and grade level, that focus on helping teachers use the inquiry model embodied in the 8-Step process <ul style="list-style-type: none"> ◦ PLCs will be organized so that teachers can be grouped into no more than 8 teachers ◦ PLCs will meet for one 90-minute period per week • Provide differentiated individual teacher coaching, focused on extending the work done in PLCs and addressing the needs of each teacher as articulated in the Individual Teacher Development Plan <ul style="list-style-type: none"> ◦ 1 hour/week for ELA and Math teachers ◦ 1 hour/every other week for other teachers • Facilitate Leadership PLCs for Principal and leadership team <ul style="list-style-type: none"> ◦ PLCs will meet for one 90-minute period per week • Provide Leadership Coaching to each administrator <ul style="list-style-type: none"> ◦ 1 hour/week for up to 7 administrators • Deliver topic-specific professional development as determined by Principal and leadership team. PD will be customized based on teacher and leader needs as outlined in the Instructional Priorities. Topics may include, but are not limited to, building strategies for ELL instruction, peer coaching, alignment to CCSS, and Response to Intervention • Assist in implementing a Response to Intervention (RtI) program, starting in middle school and extending through high school 	<ul style="list-style-type: none"> • With GWCHS Principal, identify Year 2 Instructional Priorities that will guide intervention • With IDOE, agree upon a set of performance goals for all Instructional Priorities, and set interim monthly targets for progress monitoring • Hold kickoff meeting with school leadership to reintroduce the team, roadmap, and services • Deliver regular status reports to key stakeholders, including: <ul style="list-style-type: none"> ◦ Weekly calendars to GWCHS Principal, IPS, IDOE ◦ Weekly Service Delivery Logs to GWCHS Principal, IPS, IDOE ◦ Monthly Progress Report to IDOE ◦ Quarterly status reports to the Community Advisory Board • Conduct at least weekly update meetings with GWCHS Principal • Conduct weekly update meetings with GWCHS leadership, IPS staff, and IDOE project leadership • Continue frequent and open communication between GWCHS leadership, IPS staff, and IDOE project leadership to address challenges, concerns, feedback, and ideas as they arise • Assist GWCHS leadership in implementing a common vision to all partners/vendors; includes documentation of common vision, and facilitation of regular meetings with other partners (e.g. TNTP, Reading Apprenticeship, community partners)
Community Service Operations	8; Work will be conducted primarily through on-site dedicated Project Team of Wireless Generation Coaches	<ul style="list-style-type: none"> • Work with key GWCHS community partners whose work relates to instruction to make strategic use of data, specifically with English Language Learners and reading/writing across content areas • Through regular and customized professional development sessions, work with key community partners. Topics may include: having data conversations "outside the school" that reflect the same language and "ground rules" utilized in the school, aligning after-school activities with instructional priorities, and data analysis for parents • Lead Community Professional Learning Community (PLC) meetings at the frequency desired by the Community Advisory Board members 	<ul style="list-style-type: none"> • Deliver quarterly status reports to the Community Advisory Board • Attend Community meetings and Family nights

² Includes Executive Support and content experts for PD (e.g., ELL, RtI experts).