



INDIANA
DEPARTMENT *of*
EDUCATION

JULY 2023

NEXT LEVEL COMPUTER SCIENCE PROGRAM BIANNUAL REPORT



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Next Level Computer Science Grant Fund - Biannual Report

Indiana Code (IC) 20-20-45 established the Next Level Computer Science (CS) Grant Program and Computer Science Fund to award grants to eligible entities to implement high-quality teacher professional development programs in CS. The Indiana Department of Education (IDOE) is charged to administer the program and fund, as well as develop grant guidelines in collaboration with the Governor's Office.

IC 20-20-45-12 requires IDOE to biannually submit a progress report to the Governor regarding the:

1. Development and administration of the program and fund; and
2. Status of public schools in meeting CS curriculum requirements.

Development and Administration of the Program and Fund Timeline*

January 2023 IDOE submits the biannual Next Level Computer Science Program report to the Governor's Office, Indiana General Assembly, Indiana Commission for Higher Education, and the Indiana State Board of Education (SBOE).

IDOE commits to join the Expanding Computing Education Pathways (ECEP) Common Metrics Project to develop and share tools to evaluate data systems and accurately analyze and disseminate data that drives Indiana's efforts to broaden participation in CS learning opportunities.

February 2023 IDOE awards \$1.56 million in grants from the Next Level Computer Science Fund to higher education institutions and nationally-recognized organizations providing high-quality CS professional development through the Designing for Impact Next Level Computer Science Grant program.

March 2023 IDOE collaborates with Nextech to evaluate ongoing needs and develop strategies to deliver targeted resources to K-8 CS educators.

April 2023 IDOE extends the current professional development contract with Nextech to provide additional professional development in summer 2023 and expand CS learning opportunities into the 2023-2024 school year.

IDOE convenes final educator and stakeholder meetings to address public comment on the proposed, future-focused Indiana Academic Standards for K-8 Computer Science.

May 2023 IDOE attends the ECEP Alliance meeting to develop strategies to increase access to CS for Indiana’s K-12 students.

June 2023 SBOE approves future-focused 2023 Indiana Academic Standards for K-8 computer science.

IDOE collaborates with Nextech and the National Computer Science Teachers Association to host the second annual Indiana CSPDWeek for Indiana K-12 educators.

IDOE awards \$327,000 to schools from the Next Level Computer Science Fund through the inaugural Computer Science Catalyst Grant. Funds were awarded for proposals designed to implement strategies to expand CS learning opportunities and strengthen regional partnerships to support sustainability.

*For timeline information prior to January 1, 2023, see Appendix F.

Training Snapshot by Provider

Since June 1, 2018, over 3,400 Indiana K-12 educators received CS training through partnerships between IDOE and eligible entities pursuant to IC 20-20-45. The following information reflects current partnerships with IDOE*:

*See Appendices A-E for training partner contracts.

BloomBoard, Inc. is committed to designing and delivering professional learning pathways for educators to access and be successful in acquiring transferable credentialing and licensing opportunities to elevate instructional design. BloomBoard,

Inc. currently supports 39 educators in completing coursework to earn micro-credentials that will help them expand CS learning experiences for pre-K-12 students through authentic problem-solving by leveraging CS content and practices. These educators have the opportunity to accumulate micro-credentials in CS courses toward earning a master's degree in Technology and Computer Science Education from a BloomBoard partner higher education institution.

Indiana University (IU) conducted an extensive needs assessment of regional educators and stakeholders to determine quality CS professional development opportunities for pre-service teachers. In summer 2023, IU will host a Summer Leadership Sharing Summit during which they will present results of the needs assessment, share resources and curriculum ideas, and activate strategies to continue providing high-quality CS instructional learning opportunities as pre-service teachers transition to roles within Indiana schools. The needs assessment will also inform the selection of professional development opportunities IU plans for K-12 educators in fall 2023.

The **PRISM Project at Rose-Hulman Institute of Technology** provides a model program in which K-12 teachers increase their pedagogical knowledge in CS and assimilate instructional strategies that enable students to achieve at higher levels of educational success and attain proficiency in core academic courses. This project develops an enhancement to all subjects by providing an opportunity to integrate computing principles within any subject, discipline, or grade level. In this approach, the introductory programming sequence is not disturbed, but computing courses are introduced and integrated within any subject or discipline to reinforce fundamental concepts. Intensive Summer Residential boot camps will begin in late July 2023.

Since 2020, **CodeHS** has partnered with IDOE to consistently deliver high-quality and engaging professional learning experiences. In 2022, over 170 Indiana teachers solidified best practices in CS instruction through a wide variety of professional development options ranging from developing computational thinking skills to learning new programming languages to preparing for teacher licensure exams in CS. Through the Designing for Impact Next Level Computer Science Grant, K-12 educators have

access to CodeHS, Inc’s one-day workshops, bootcamps, and Train-the-Trainer workshops.

CodeHS CS Training Numbers		
Workshop	Description	Total Trained February - Saturday, July 1
JavaScript Bootcamp	Educators participate in a four-week hybrid learning experience including asynchronous skill building with JavaScript and an option to participate in a weekly live session with CodeHS facilitators. Educators learn effective instructional strategies, specific content knowledge, assessment and differentiation strategies.	31
Java Bootcamp	Educators participate in a four-week hybrid learning experience including asynchronous skill building with Java and an option to participate in a weekly live session with CodeHS facilitators. Educators learn effective instructional strategies, specific content knowledge, assessment and differentiation strategies.	26
Python Bootcamp	Educators participate in a four-week hybrid learning experience including asynchronous skill building with Python and an option to participate in a weekly live session with CodeHS facilitators. Educators learn effective instructional strategies, specific content knowledge, assessment and differentiation strategies.	49
Cyber Bootcamp	Educators participate in a four-week hybrid learning experience including asynchronous skill building with Cyber and an option to participate in a weekly live session with CodeHS facilitators. Educators learn effective instructional strategies, specific content knowledge, assessment and differentiation strategies.	40

Elementary CS Workshop (Grades K-2)	Educators participate in a one-day workshop for an introduction to computer science and computational thinking. Participants collaborate on strategies to integrate computer science across content areas.	19
Elementary CS Workshop (Grades 3-5)	Educators participate in a one-day workshop for an introduction to computer science and computational thinking. Participants collaborate on strategies to integrate computer science across content areas.	28
Total Educators Supported		193

Nextech Contract #3 - CS Training Numbers*		
Workshop	Description	Total Trained August 1, 2022 - Saturday, July 1
Integrating CS in Middle School	One- or two-day workshop for middle school teachers.	28
Elementary Workshops	One-day workshop for elementary teachers.	47
Principles of Computing	One-day workshop focusing on professional development for teachers seeking to align curriculum to Next Level Programs of Study (NLPS) 7183 Principles of Computing.	19
WeTeach CS Certification Prep Course	Immersive five-day course designed to provide an overview of the educator competencies to become endorsed to teach CS in Indiana.	37
CS Principles	Nine-day professional development experience for high school teachers including five-day, intensive training in the summer followed by quarterly workshops during the school year.	13
CS Discoveries	Nine-day professional development experience for middle and high school teachers including five-day, intensive training in the summer followed by quarterly workshops during the school year.	28

CSA	Nine-day professional development experience for high school teachers including five-day, intensive training in the summer followed by eight workshops throughout the school year.	11
Topics in CS	Five-day intensive professional development to provide training for the NLPS course 7351 Topics in Computer Science.	18
Pre-K Computer Science Workshop	One-day workshop introducing pre-K educators to how to engage pre-K students in computer science activities that build as students move on to grades K-8.	12
Elementary CS Immersion Program	Five-day intensive, hands-on experience where educators could choose from a menu of professional development options based on implementation strategy and grade level, with eight optional follow-up workshops throughout the school year.	33
Unpacking IDOE CS Standards	One-day or six-contact hour workshop for K-8 teachers who would like to understand the updated Indiana Academic Standards for Computer Science.	268
Integrating in K-8 using AI	One-day or six-contact hour workshop for educators to help them add AI to their computer science lessons.	21
Integrating CS in 6-8 Classroom	One-day or six-contact hour workshop for middle school educators to help integrate computer science into existing coursework.	4
Integrating in K-8 using Digital Citizenship	One-day or six-contact hour workshop for educators to help them connect the digital citizenship curriculum to the Indiana computer science standards.	21
Computer Science Fundamentals	One-day or six-contact hour workshop for K-5 teachers to help familiarize them with computer science.	59
Computer Science Fundamentals Deep Dive	One-day or six-contact hour workshop for K-5 teachers to help create a plan to teach computer science fundamentals.	31

K-5 Train-the-Trainer Program for District Leaders	Five-day intensive professional development to prepare local trainers to lead Code.org CS Fundamentals professional development workshops for teachers within their district.	18
Teacher Externship	Four-day experience that deepens educators' content knowledge of computer science concepts as well as the connection with the digital economy.	18
Total Educators Supported		686

*Information on previous Nextech contracts is located in Appendix F.

2023-2024 Computer Science Catalyst Grant

The Computer Science Catalyst Grant provides opportunities for schools/corporations to:

- Accelerate CS pedagogical knowledge of pre-K-12 educators and expand course sequences and/or implement integrated CS learning opportunities;
- Increase the number of pre-K-12 students who have access to high-quality CS learning experiences;
- Promote teacher understanding of and ability to implement authentic problem-solving, using computing to address or improve systems and circumstances within the school or local community; and
- Expand and maintain systems to sustain development of teacher capacity to teach CS, recruitment of student populations typically underrepresented in CS, and connections to industry and community experts who can inform future expansion of CS opportunities beyond the grant cycle.

2023-2024 Computer Science Catalyst Grant Recipients

- Carmel Clay Schools
- Concord Community Schools
- Gary Community School Corporation
- Hanover Community School Corporation
- Orleans Community Schools
- Paoli Community School Corporation
- Rossville Consolidated Schools
- South Montgomery Community School Corporation

- Kokomo School Corporation
- Lake Central School Corporation
- Marion Community Schools
- MSD Martinsville Schools
- MSD of New Durham Township
- Springville Community Academy
- St. Benedict Cathedral School
- Tri-Central Community Schools
- Washington Community Schools

Status of Public Schools in Meeting CS Curriculum Requirements

Grades K-8

Prior to the enactment of Senate Enrolled Act (SEA) 172-2018, there was limited availability of CS-specific data for grades K-8. IDOE has identified the following courses as current indicators of progress at these grade levels.

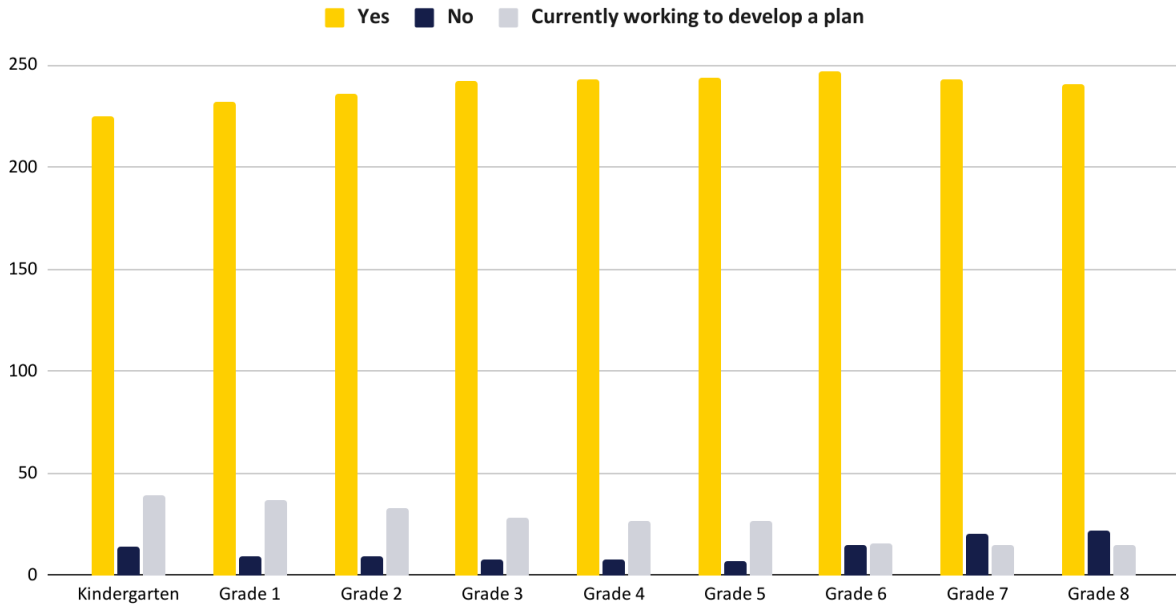
Relevant Elementary and Middle School Student Enrollment Trends*						
Course	Year					
	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
0488: Computer Science Middle Level				11,852	8,827	**
0488: K-2 Computer Science					31,961	47,945
0488: 3-5 Computer Science					39,223	54,566
0488: 6-8 Computer Science					26,556	39,584
4803: Introduction to Computer Science (Early High School)	46	116	364	1,283	980	1,673

* Following extensive review, IDOE found inaccuracies in the data reported in the July 2022 SEA 172-2018 report. This dataset has been updated to reflect ongoing efforts to provide accurate data.

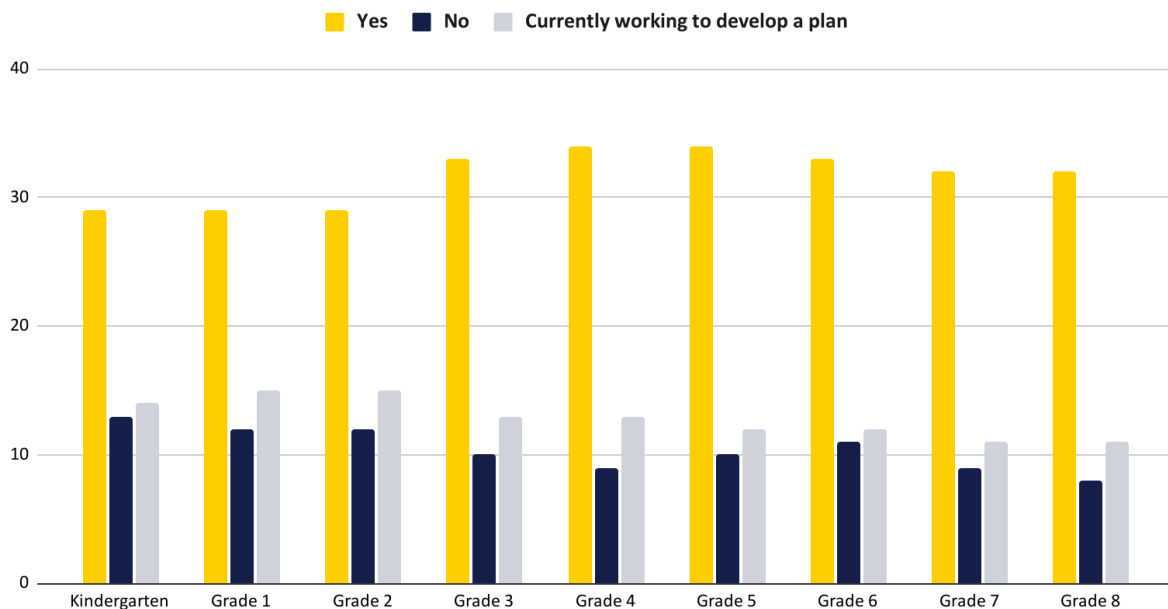
**Computer Science Middle Level was phased out in 2021 to provide aggregated K-8 enrollment data.

Additionally, IDOE included K-8 CS-related questions in the annual Tech Plan Survey for public school corporations and charter schools in spring 2023. The following figures provide visual representations of the survey results.

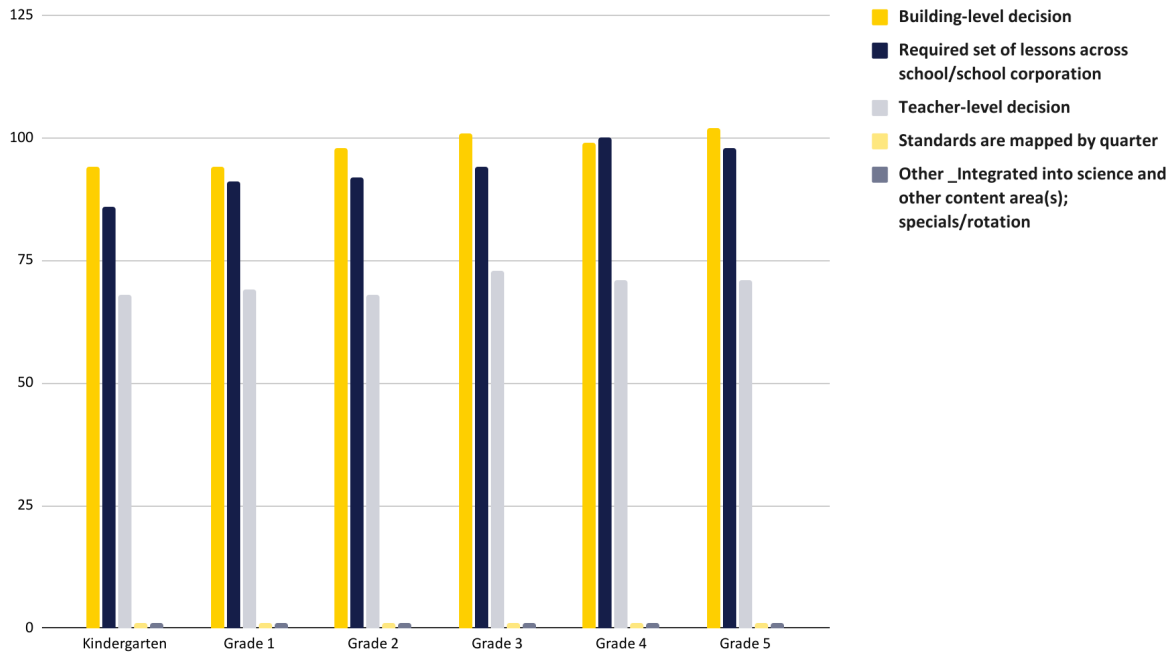
Do all students in your school/school corporation receive standards-based computer science (CS) instruction? (Traditional Public Schools)



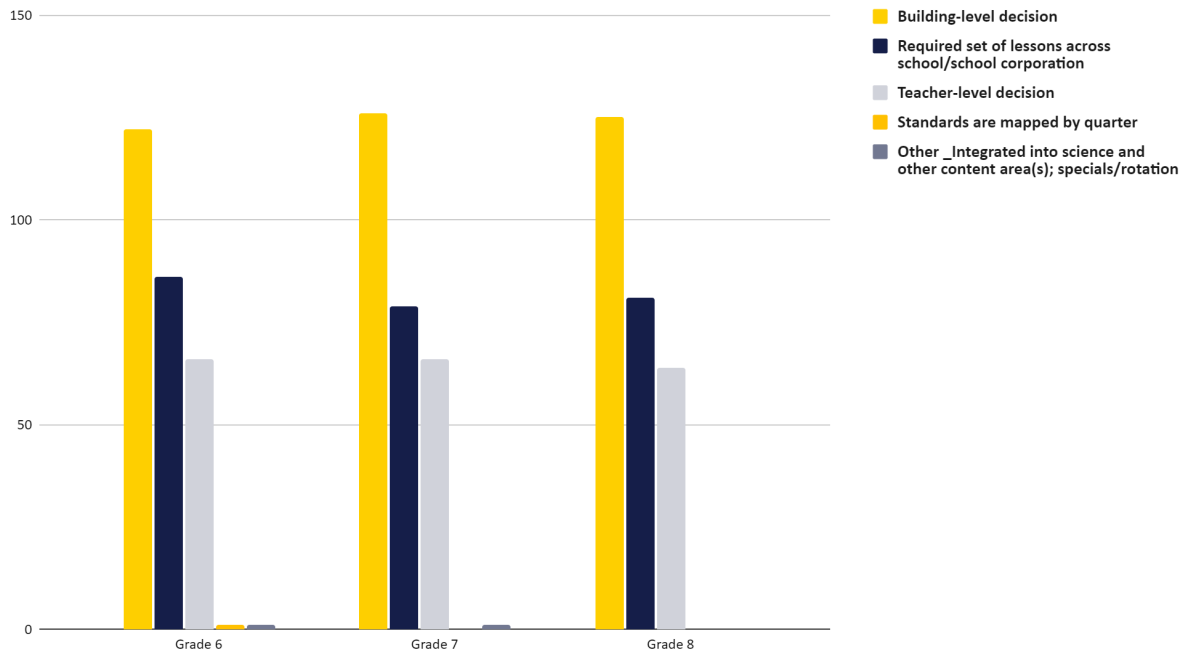
Do all students in your school/school corporation receive standards-based computer science (CS) instruction? (Public Charter schools)



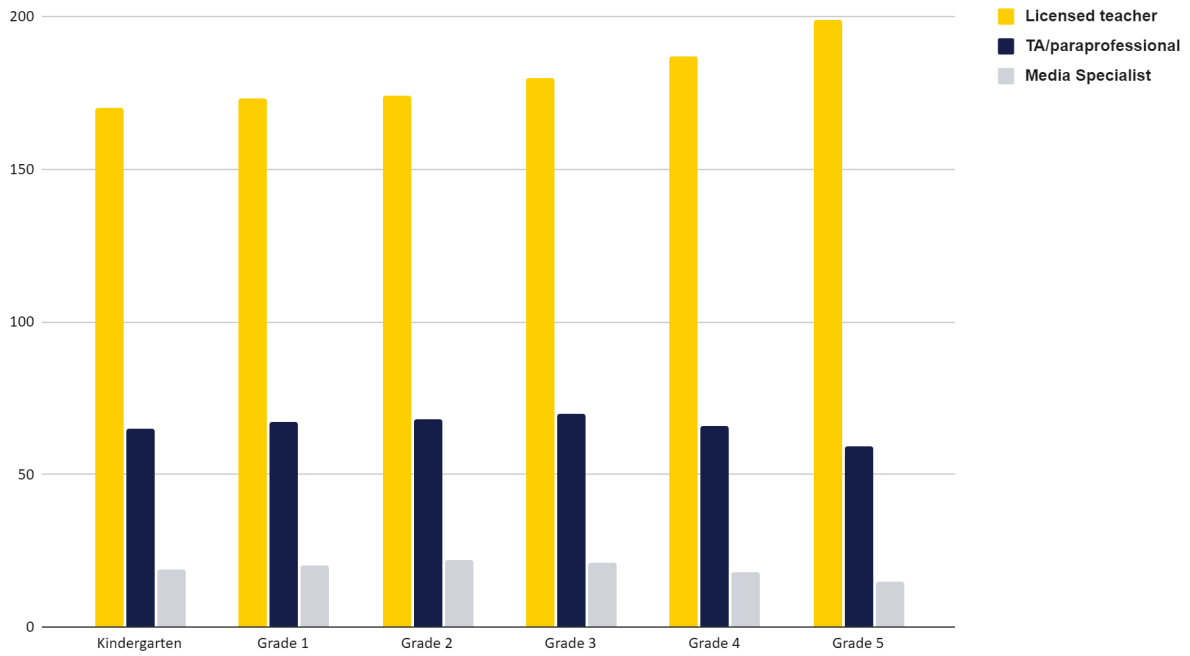
What is your primary CS implementation strategy? (Kindergarten - Grade 5)



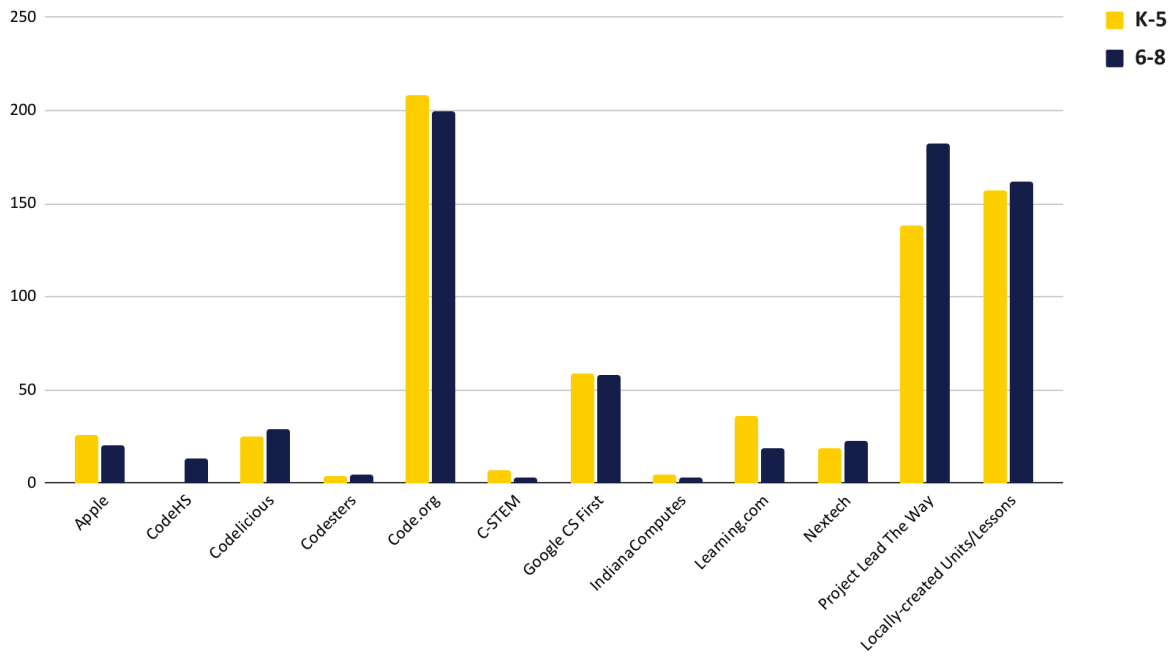
What is your primary CS implementation strategy? (Grades 6-8)



Who delivers the majority of the CS instruction? (Kindergarten - Grade 5)



Which computer science curriculum provider(s) do you utilize?



Grades 9-12

All Schools			
School Year	Number of Schools	Number of Schools Offering At Least One CS Course	Percentage of All Schools
2016-2017	526	205	39%
2017-2018	537	239	45%
2018-2019	536	277	52%
2019-2020	535	339	63%
2020-2021	540	354	66%
2021-2022	527	396	75%

Traditional Public Schools			
School Year	Number of Schools	Number of Schools Offering At Least One CS Course	Percentage of Schools
2016-2017	368	163	44%
2017-2018	367	186	51%
2018-2019	365	213	58%
2019-2020	366	264	72%
2020-2021	367	279	76%
2021-2022	370	310	84%

Public Charter Schools			
School Year	Number of Schools	Number of Schools Offering At Least One CS Course	Percentage of Schools
2016-2017	48	12	25%
2017-2018	51	16	31%
2018-2019	52	18	35%
2019-2020	53	24	45%
2020-2021	60	26	43%
2021-2022	57	30	53%

Non-Public Schools			
School Year	Number of Schools	Number of Schools Offering At Least One CSCourse	Percentage of Schools
2016-2017	99	28	28%
2017-2018	108	33	31%
2018-2019	110	42	38%
2019-2020	106	47	44%
2020-2021	106	47	44%
2021-2022	93	44	47%

Note: Course completion data for the 2022-2023 school year will be available by the end of July 2023.

Traditional Public Schools Without a CS Course												
Locale	2016-2017		2017-2018		2018-2019		2019-2020		2020-2021		2021-2022	
	#	%	#	%	#	%	#	%	#	%	#	%
City: Large	12	41%	10	37%	6	32%	4	21%	3	16%	3	18%
City: Midsize	9	90%	4	40%	4	40%	3	30%	4	36%	3	27%
City: Small	13	46%	12	43%	10	38%	10	38%	6	26%	3	14%
Rural: Distant	69	68%	60	59%	49	49%	38	38%	36	37%	16	52%
Rural: Fringe	34	55%	31	50%	23	37%	14	23%	9	15%	18	19%
Rural: Remote	2	50%	2	50%	2	50%	1	25%	1	25%	4	7%
Suburb: Large	18	35%	20	38%	19	36%	7	13%	7	14%	1	25%
Suburb: Midsize	2	33%	1	17%	1	17%	0	0%	0	0%	4	9%
Suburb: Small	6	100%	4	67%	3	50%	3	50%	2	33%	0	0%
Town: Distant	29	58%	26	52%	23	48%	12	25%	9	19%	1	20%
Town: Fringe	11	55%	11	55%	8	40%	5	25%	3	15%	7	15%
Town: Remote	1	100%	1	100%	0	0%	0	0%	0	0%	0	0%
N/A	2	100%	5	100%	8	57%	10	56%	14	54%	0	0%

Public Charter Schools Without a CS Course											
2016-2017		2017-2018		2018-2019		2019-2020		2020-2021		2021-2022	
#	%	#	%	#	%	#	%	#	%	#	%
35	70%	38	69%	35	66%	30	56%	34	57%	27	47%

Non-Public Schools Without a CS Course											
2016-2017		2017-2018		2018-2019		2019-2020		2020-2021		2021-2022	
#	%	#	%	#	%	#	%	#	%	#	%
61	71%	55	65%	68	63%	64	59%	59	56%	49	53%

Since 2017, Indiana has shown consistent growth in the number of all school types offering CS course opportunities. The number of counties with no CS courses offered in traditional public high schools has decreased from five in 2020-2021 to two in 2021-2022. Blackford and Warren counties offered no CS courses in traditional public high schools in 2021-2022.

2022 CS Course Completion by Grade Level										
Course	Grade									Total
	5	6	7	8	9	10	11	12	13	
Introduction to CS	4	37	158	567	3,417	2,140	868	630	3	7,824
CS I	4	4	9	23	1,970	2,775	1,988	1,278	3	8,054
CS II	0	0	0	0	10	268	648	551	3	1,480
CS III: Cybersecurity	0	0	0	0	0	106	212	288	1	607
CS III: Databases	0	0	0	0	0	47	46	21	0	114
CS III: Informatics	0	0	0	0	0	36	81	54	1	172
CS III: Software Dev	0	0	0	0	0	0	9	55	0	64
CS III: Special Topics	0	0	0	0	0	20	50	50	0	120
AP CS A	0	0	0	0	30	155	373	451	0	1,009
AP CS Principles	0	0	0	1	187	514	536	489	2	1,729
CS Higher Level, IB	0	0	0	0	0	0	0	0	0	0
CS Standard Level, IB	0	0	0	0	5	21	24	33	0	83

Cambridge Int AS and A	0	0	0	0	0	0	0	0	0	0
Principles of Computing	0	0	0	0	585	611	260	169	0	1,625
Software Development	0	0	0	0	0	2	21	17	0	40
Total	8	41	167	591	6,204	6,695	5,116	4,086	13	22,921

Plans for Continued Growth

1. Engage regional educational service centers (ESCs) in developing an outreach plan and support strategy to address remaining compliance gaps.
2. Ensure timely and relevant CS professional development opportunities continue to be available for teachers of all backgrounds across all grade levels.
3. Identify additional strategies for supporting and engaging schools that are experiencing barriers to CS implementation.
4. Continue existing partnerships with organizations such as TechPoint Foundation for Youth, Girls Who Code, Expanding Computing Education Pathways Alliance, CSforIN, and others to continue scaling CS education across Indiana.
5. Maintain a high level of support and technical assistance for schools and corporations.

Conclusion

Indiana is fortunate to have a legislative climate that supports the implementation and growth of CS education for all schools and students. This support has allowed IDOE to procure professional development partnerships, resulting in tremendous growth of CS implementation in Indiana’s K-12 schools in recent years. The data and indicators outlined above demonstrate this growth and highlight areas where continued or expanded support is necessary. Successes of note include:

- The percentage of all high schools (public, public charter, and non-public) offering at least one CS course reached an all-time high of approximately 75% in the 2021-2022 school year.
- The vast majority of K-8 public schools are either currently teaching CS standards or developing a plan to implement instruction of CS standards.
- 90 counties have at least one public high school offering at least one CS course.
- New career and technical education (CTE) programs of study have been aligned with postsecondary and industry credentials.

Areas for improvement:

- While the number of high school students taking a CS course has reached 22, 921, this number only represents approximately 6% of high school students.
- High school student participation in advanced CS coursework is only 24% of overall course completions.
- Feedback from schools, including survey results, indicate that absence of identified CS teachers may be a barrier to CS implementation in some schools.

With continued support from the Indiana General Assembly, the Governor's Office, IDOE, K-12 schools, families, and other public and private stakeholders, Indiana can continue to support the expansion of CS education and opportunities for students, becoming a recognized leader in CS education across the U.S.

Appendices

Appendix A - BloomBoard, Inc. Contract (Monday, February 13 - Sunday, December 31)

Appendix B - CodeHS Contract (Monday, February 13 - Sunday, December 31)

Appendix C - Indiana University Contract (Monday, February 13 - Monday, December 31)

Appendix D - Nextech Contract (August 1, 2022 - Friday, June 30)

Appendix E - Prism Project at Rose-Hulman (Monday, February 13 - Sunday, December 31)

Appendix F - SEA 172 Gov CS Report (Sunday, January 15)

GRANT AGREEMENT

Contract #000000000000000000072423

This Grant Agreement ("Grant Agreement"), entered into by and between Indiana Department of Education (the "State") and BLOOMBOARD, INC. (the "Grantee"), 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. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award a Grant of **\$428,610** (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Exhibit A** of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 20-20-45 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

FUNDING SOURCE:

If Federal Funds: Program Name per Catalog of Federal Domestic Assistance (CFDA):

CFDA # _____

If State Funds: Next Level Computer Science Program

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as 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 Grantee.

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with **Exhibit A** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted upon request and shall contain such detail of progress or performance on the Project as is requested by the State.

4. Term. This Grant Agreement commences on **February 13, 2023** and shall remain in effect through **December 31, 2023**. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.

5. Grant Funding.

A. The State shall fund this Grant in the amount of **\$428,610**. The approved Project Budget is set forth as **Exhibit A** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

B. The disbursement of Grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

6. Payment of Claims.

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made within thirty-five (35) days in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment will be processed only upon presentation of a form designated by the State. Such form must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.

C. The Grantee agrees to abide by the Grant Budget; except that budget line item transfer of up to ten percent (10%) of the original line item amount may be transferred to other Grant budget line items without State Project Director approval. Transfers exceeding the maximum amount of ten percent (10%) of the budget line item require a budget modification and prior written approval by the State Project Director.

D. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

E. Forms shall be submitted to the State within 60 calendar days following the end of the quarter in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any forms submitted later than 60 calendar days following the end of the quarter in which the services were provided. All final forms and reports must be submitted to the State within 60 calendar days after the expiration or termination of this agreement. Payment for forms submitted after that time may, at the discretion of the State, be denied. Forms may be submitted on a semi-monthly basis. If Grant funds are unexpended at the time that the final form is submitted, all such unexpended grant funds must be returned to the State.

F. Forms must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

7. Project Monitoring by the State. The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full

access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Exhibit A**, the Grant Application, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Exhibit A** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.

A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.331, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, <https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf>. Guidelines for filing the annual report are included in Attachment #1 (Guidelines for Non-governmental Entities).

9. Compliance with Laws.

A. The Grantee 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 enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee 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.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee 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 Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate

this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement 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. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee 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 Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project 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 Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee 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.

G. As required by IC § 5-22-3-7:

(1) The Grantee and any principals of the Grantee certify that:

(A) the Grantee, 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 Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, 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 this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

H. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a

preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.)

10. Debarment and Suspension.

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement 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 Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee 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 Grant Agreement.

11. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee 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 Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee'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; and

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 Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee

who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

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

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

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. Funding Cancellation. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, 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 Grant Agreement, it 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.

14. Governing Law. This Grant Agreement 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.

15. Information Technology Accessibility Standards. Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended.

16. Insurance. The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically 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 Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant 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, Grantee

certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee 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 as amended by Executive Order 13672.

18. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first-class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Jacob Koressel, Director, Office of Teaching and Learning
Indiana Department of Education
Indiana Government Center North, 9th Floor
100 N. Senate Avenue
Indianapolis, IN 46204

B. Notices to the Grantee shall be sent to:

Dr. Keshia Pleasant, Senior Account Representative
BloomBoard, Inc.
5401 Walnut Street, Suite 200
Pittsburgh, PA 15232

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

19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 24, below, (2) this Grant Agreement, (3) Exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. Public Record. The Grantee acknowledges that the State will not treat this Grant as containing confidential information, and the State will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

21. Termination for Breach.

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

22. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying

the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

23. Travel. No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Reimbursement for travel expenditures made by the Grantee will be reimbursed in accordance with the requirements of 2 CFR 200.475, which includes the requirement that reimbursed expenditures be consistent with the Grantee's documented travel policy for all travel. In the absence of a documented travel policy, and consistent with the requirements of 2 CFR 200.475(d), expenditures 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.

24. Federal and State Third-Party Contract Provisions. (Cause deleted by agreement of the parties.)

25. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties. The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

26. 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 standard contract clauses (as contained in the *2022 SCM Template*) in any way except as follows:

6. Payment of Claims. (Modified)

9. Compliance with Laws. (Item H. added.)

23. Travel. (Modified)

24. Federal and State Third-Party Contract Provisions. (Cause deleted by agreement of the parties.)

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

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

BLOOMBOARD, INC.

By: *Jason Lange*
D14B76C988C8456...

Title: Founder and President

Date: 4/5/2023 | 21:23 PDT

Indiana Department of Education

By: *Tracy Brown - 00700*
6F48CC506874466...

Title: Chief Financial Officer

Date: 4/6/2023 | 08:48 EDT

Electronically Approved by: Department of Administration By: <i>Rebecca Holw erda</i> (for) Rebecca Holw erda, Commissioner	
Electronically Approved by: State Budget Agency By: <i>Zachary Q. Jackson</i> (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: <i>Theodore E Rokita</i> (for) Theodore E Rokita, Attorney General

Attachment #1

Annual Financial Report for Non-governmental Entities

Guidelines for filing the annual financial report:

1. Filing an annual financial report called an Entity Annual Report (E-1) is required by IC 5-11-1-4. This is done through Gateway which is an on-line electronic submission process.
 - a. There is no filing fee to do this.
 - b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
 - c. The E-1 electronical submission site is found at <https://gateway.ifionline.org/login.aspx>
 - d. The Gateway User Guide is found at <https://gateway.ifionline.org/userguides/E1guide>
 - e. The State Board of Accounts may request documentation to support the information presented on the E-1.
 - f. Login credentials for filing the E-1 and-additional information can be obtained using the notforprofit@sboa.in.gov email address.
2. A tutorial on completing Form E-1 online is available at https://www.youtube.com/watch?time_continue=87&v=nPpgtPcdUcs
3. Based on the level of government financial assistance received, an audit may be required by IC 5-11-1-9.

Exhibit A

Designing for Impact: Next Level Computer Science Grant 2023	
State Agency: Indiana Department of Education	
Fiscal Year of Award: 2023	
Legal Vendor Name (School or Agency)	BloomBoard, Inc. (BBI)
Vendor Address	5401 Walnut Street, Suite 200, Pittsburgh, Pennsylvania 15232
Grant Cycle: February 13, 2023 - December 31, 2023	
Budget Categories	Requested Amount
Personnel	\$ -
Travel	\$ -
Supplies/Curriculum Materials	\$ -
Contractual	\$ 389,610
Teacher Stipend	\$ 39,000
Other	\$ -
Total	\$ 428,610
<p>Reimbursement will only be made for charges specifically permitted under the scope of funding and in accordance with Indiana State Law under the approved grant agreement.</p>	

GRANT AGREEMENT

Contract #000000000000000000072519

This Grant Agreement ("Grant Agreement"), entered into by and between Indiana Department of Education (the "State") and CODEHS, INC. (the "Grantee"), 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. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award a Grant of **\$595,000** (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Exhibit A** of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 20-20-45 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

FUNDING SOURCE:

If Federal Funds: Program Name per Catalog of Federal Domestic Assistance (CFDA):

CFDA # _____

If State Funds: Next Level Computer Science Program

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as 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 Grantee.

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with **Exhibit A** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted upon request and shall contain such detail of progress or performance on the Project as is requested by the State.

4. Term. This Grant Agreement commences on **February 13, 2023** and shall remain in effect through **December 31, 2023**. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.

5. Grant Funding.

A. The State shall fund this Grant in the amount of **\$595,000**. The approved Project Budget is set forth as **Exhibit A** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

B. The disbursement of Grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

6. Payment of Claims.

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made within thirty-five (35) days in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment will be processed only upon presentation of a form designated by the State. Such form must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.

C. The Grantee agrees to abide by the Grant Budget; except that budget line item transfer of up to ten percent (10%) of the original line item amount may be transferred to other Grant budget line items without State Project Director approval. Transfers exceeding the maximum amount of ten percent (10%) of the budget line item require a budget modification and prior written approval by the State Project Director.

D. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

E. Forms shall be submitted to the State within 60 calendar days following the end of the quarter in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any forms submitted later than 60 calendar days following the end of the quarter in which the services were provided. All final forms and reports must be submitted to the State within 60 calendar days after the expiration or termination of this agreement. Payment for forms submitted after that time may, at the discretion of the State, be denied. Forms may be submitted on a semi-monthly basis. If Grant funds are unexpended at the time that the final form is submitted, all such unexpended grant funds must be returned to the State.

F. Forms must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

7. Project Monitoring by the State. The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full

access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Exhibit A**, the Grant Application, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Exhibit A** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.

A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.331, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, <https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf>. Guidelines for filing the annual report are included in Attachment #1 (Guidelines for Non-governmental Entities).

9. Compliance with Laws.

A. The Grantee 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 enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee 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.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee 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 Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate

this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement 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. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee 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 Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project 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 Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee 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.

G. As required by IC § 5-22-3-7:

(1) The Grantee and any principals of the Grantee certify that:

(A) the Grantee, 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 Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, 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 this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

H. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a

preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.)

10. Debarment and Suspension.

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement 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 Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee 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 Grant Agreement.

11. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee 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 Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee'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; and

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 Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee

who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

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

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

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. Funding Cancellation. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, 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 Grant Agreement, it 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.

14. Governing Law. This Grant Agreement 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.

15. Information Technology Accessibility Standards. Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended.

16. Insurance. The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically 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 Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant 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, Grantee

certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee 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 as amended by Executive Order 13672.

18. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first-class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Jacob Koressel, Director, Office of Teaching & Learning
Indiana Department of Education
Indiana Government Center North, 9th Floor
100 N. Senate Avenue
Indianapolis, IN 46204

B. Notices to the Grantee shall be sent to:

Jeremy Keeshin, Chief Executive Officer
CodeHS, Inc.
747 N. LaSalle #500
Chicago, IL 60654

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

19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 24, below, (2) this Grant Agreement, (3) Exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. Public Record. The Grantee acknowledges that the State will not treat this Grant as containing confidential information, and the State will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

21. Termination for Breach.

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

22. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying

the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

23. Travel. No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Reimbursement for travel expenditures made by the Grantee will be reimbursed in accordance with the requirements of 2 CFR 200.475, which includes the requirement that reimbursed expenditures be consistent with the Grantee's documented travel policy for all travel. In the absence of a documented travel policy, and consistent with the requirements of 2 CFR 200.475(d), expenditures 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.

24. Federal and State Third-Party Contract Provisions. (Cause deleted by agreement of the parties.)

25. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties. The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

26. 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 standard contract clauses (as contained in the *2022 SCM Template*) in any way except as follows:

6. Payment of Claims. (Modified)

9. Compliance with Laws. (Item H. added.)

23. Travel. (Modified)

24. Federal and State Third-Party Contract Provisions. (Cause deleted by agreement of the parties.)

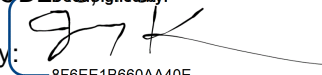
Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

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

CODEHS, INC.
Electronically signed by:
By: 
8F6EE1B660AA40E...

Title: CEO

Date: 4/7/2023 | 09:29 PDT

Indiana Department of Education

By:  - 00700
6F48CC506874466...

Title: Chief Financial Officer

Date: 4/10/2023 | 09:29 EDT

Electronically Approved by: Department of Administration By: Rebecca Holw erda, Commissioner (for)	
Electronically Approved by: State Budget Agency By: Zachary Q. Jackson, Director (for)	Electronically Approved as to Form and Legality by: Office of the Attorney General By: Theodore E Rokita, Attorney General (for)

Attachment #1

Annual Financial Report for Non-governmental Entities

Guidelines for filing the annual financial report:

1. Filing an annual financial report called an Entity Annual Report (E-1) is required by IC 5-11-1-4. This is done through Gateway which is an on-line electronic submission process.
 - a. There is no filing fee to do this.
 - b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
 - c. The E-1 electronical submission site is found at <https://gateway.ifionline.org/login.aspx>
 - d. The Gateway User Guide is found at <https://gateway.ifionline.org/userguides/E1guide>
 - e. The State Board of Accounts may request documentation to support the information presented on the E-1.
 - f. Login credentials for filing the E-1 and-additional information can be obtained using the notforprofit@sboa.in.gov email address.
2. A tutorial on completing Form E-1 online is available at https://www.youtube.com/watch?time_continue=87&v=nPpgtPcdUcs
3. Based on the level of government financial assistance received, an audit may be required by IC 5-11-1-9.

Exhibit A

Designing for Impact: Next Level Computer Science Grant 2023

State Agency: Indiana Department of Education

Fiscal Year of Award: 2023

Legal Vendor Name (School or Agency)

CodeHS, Inc.

Vendor Address

747 N LaSalle Dr. #500

Grant Cycle: February 13, 2023 - December 31, 2023

Budget Categories	Requested Amount
Personnel	\$ 223,500
Travel	\$ 5,300
Supplies/Curriculum Materials	\$ 290,000
Contractual	\$ 20,250
Teacher Stipend	\$ 50,000
Other (Marketing Materials)	\$ 5,950
Total	\$ 595,000

Reimbursement will only be made for charges specifically permitted under the scope of funding and in accordance with Indiana State Law under the approved grant agreement.

GRANT AGREEMENT

Contract #000000000000000000072897

This Grant Agreement ("Grant Agreement"), entered into by and between Indiana Department of Education (the "State") and TRUSTEES OF INDIANA UNIVERSITY (the "Grantee"), 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. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award a Grant of **\$312,612** (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Exhibit A** of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 20-20-45 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

FUNDING SOURCE:

If Federal Funds: Program Name per Catalog of Federal Domestic Assistance (CFDA):

CFDA # _____

If State Funds: Next Level Computer Science Program

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as 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 Grantee.

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with **Exhibit A** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted upon request and shall contain such detail of progress or performance on the Project as is requested by the State.

4. Term. This Grant Agreement commences on **February 13, 2023** and shall remain in effect through **December 31, 2023**. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.

5. Grant Funding.

A. The State shall fund this Grant in the amount of **\$312,612**. The approved Project Budget is set forth as **Exhibit A** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

B. The disbursement of Grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

6. Payment of Claims.

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made within thirty-five (35) days in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment will be processed only upon presentation of a form designated by the State. Such form must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.

C. The Grantee agrees to abide by the Grant Budget; except that budget line item transfer of up to ten percent (10%) of the original line item amount may be transferred to other Grant budget line items without State Project Director approval. Transfers exceeding the maximum amount of ten percent (10%) of the budget line item require a budget modification and prior written approval by the State Project Director.

D. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

E. Forms shall be submitted to the State within 60 calendar days following the end of the quarter in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any forms submitted later than 60 calendar days following the end of the quarter in which the services were provided. All final forms and reports must be submitted to the State within 60 calendar days after the expiration or termination of this agreement. Payment for forms submitted after that time may, at the discretion of the State, be denied. Forms may be submitted on a semi-monthly basis. If Grant funds are unexpended at the time that the final form is submitted, all such unexpended grant funds must be returned to the State.

F. Forms must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

7. Project Monitoring by the State. The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full

access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Exhibit A**, the Grant Application, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Exhibit A** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.

A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.331, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. (Does not apply as Grantee is a governmental entity.)

9. Compliance with Laws.

A. The Grantee 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 enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee 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.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee 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 Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement 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. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee 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 Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project 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 Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee 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.

G. As required by IC § 5-22-3-7:

(1) The Grantee and any principals of the Grantee certify that:

(A) the Grantee, 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 Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, 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 this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

H. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.)

10. Debarment and Suspension.

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement 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 Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee 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 Grant Agreement.

11. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee 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 Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee'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; and
- 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 Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance

or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

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

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

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. Funding Cancellation. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, 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 Grant Agreement, it 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.

14. Governing Law. This Grant Agreement 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.

15. Information Technology Accessibility Standards. Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

16. Insurance. The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically 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 Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant 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, Grantee

certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee 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 as amended by Executive Order 13672.

18. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first-class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Jacob Koressel, Director, Office of Teaching and Learning
Indiana Department of Education
Indiana Government Center North, 9th Floor
100 N. Senate Avenue
Indianapolis, IN 46204

B. Notices to the Grantee shall be sent to:

Steven Martin, Associate Vice President
Trustees of Indiana University
509 E. 3rd Street
Bloomington, IN 47401

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

19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 24, below, (2) this Grant Agreement, (3) Exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. Public Record. The Contractor acknowledges that the State will not treat this Grant as containing confidential information and will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

21. Termination for Breach.

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

22. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying

the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

23. Travel. No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Reimbursement for travel expenditures made by the Grantee will be reimbursed in accordance with the requirements of 2 CFR 200.475, which includes the requirement that reimbursed expenditures be consistent with the Grantee's documented travel policy for all travel. In the absence of a documented travel policy, and consistent with the requirements of 2 CFR 200.475(d), expenditures 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.

24. Federal and State Third-Party Contract Provisions. (Clause deleted by agreement of the parties.)

25. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties. The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

26. 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 standard contract clauses (as contained in the *2022 SCM Template*) in any way except as follows:

- 6. Payment of Claims.** (Modified)
- 8. Compliance with Audit and Reporting Requirements; Maintenance of Records.**
(Item C., deleted)
- 9. Compliance with Laws.** (Item H. added.)
- 23. Travel.** (Modified)
- 24. Federal and State Third-Party Contract Provisions.** (Clause deleted by agreement of the parties.)

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

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

TRUSTEES OF INDIANA UNIVERSITY

By: *Jeff Skaggs*
0DC7A53A99854DB...

Title: senior Contract officer

Date: 5/17/2023 | 06:13 PDT

Indiana Department of Education

By: *Tracy Brown - 00700*
6F48CC506874466...

Title: Chief Financial Officer

Date: 5/17/2023 | 16:29 EDT

Electronically Approved by: Department of Administration By: Rebecca Holwerda, Commissioner (for)	
Electronically Approved by: State Budget Agency By: Zachary Q. Jackson, Director (for)	Electronically Approved as to Form and Legality by: Office of the Attorney General By: Theodore E Rokita, Attorney General (for)

Exhibit A

Designing for Impact : Next Level Computer Science Grant 2023	
State Agency: Indiana Department of Education	
Fiscal Year of Award: 2023	
Legal Vendor Name (School or Agency)	Trustees of Indiana University
Vendor Address	509 E. 3rd St., Bloomington, IN 47401-3654
Grant Cycle: February 13, 2023 - December 31, 2023	
Budget Categories	Amounts
Personnel	\$ 177,146
Travel	\$ 2,000
Supplies/Curriculum Materials	\$ 2,500
Contractual	\$ 40,000
Teacher Stipend	\$ 20,000
Other (G.A. Fee Remission and Pre-service Teachers Project Participation Stipends.)	\$ 70,966
Total	\$ 312,612
Reimbursement will only be made for charges specifically permitted under the scope of funding and in accordance with Indiana State Law under the approved grant agreement.	

PROFESSIONAL SERVICES CONTRACT

Contract #000000000000000000064690

This Contract ("Contract"), entered into by and between Indiana Department of Education (the "State") and NEXTECH.ORG, INC. (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. The Contractor shall provide the following services relative to this Contract:

The Contractor will provide a variety of intensive and embedded professional development opportunities for teachers at all levels of experience and background related to computer science, as well as develop and foster engagement in an interactive professional learning community. Details of the Duties are described in **Exhibit A** attached and fully incorporated by reference.

2. Consideration. The Contractor will be paid in accordance with the budget included in **Exhibit A** for performing the duties set forth above. Total remuneration under this Contract shall not exceed **\$1,032,802**.

3. Term. This Contract shall be effective for a period of eleven months. It shall commence on **August 01, 2022** and shall remain in effect through **June 30, 2023**.

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.

A. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. 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.

B. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. Additionally, the Contractor shall provide prompt written notice to the State of any change in the Contractor's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

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 "Contractor" under 2 C.F.R. 200.331 for purposes of this Contract. However, if it is determined that the Contractor is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and

Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

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. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

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.* and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** 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, 35-44.1-1-4, 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 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 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, 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.

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 any 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, 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, the Contractor may cancel and terminate this Contract and institute measures to collect 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 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 the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

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

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

17. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated 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 the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- A. 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.
- B. 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.
- C. 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. 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-competition agreements that may be in effect. This release will be at no cost to the State or the employee.

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 or as soon as is reasonably possible under the circumstances 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. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, 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 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, its agents, officials, and employees from all third party 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 will not provide 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 or joint venture agreement between the parties. 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 Contractor shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

26. Indiana Veteran Owned Small Business Enterprise Compliance. Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise ("IVOSB") participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as "Attachment A-1" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA's Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term.

The following certified IVOSB subcontractor(s) will be participating in this Contract:

IVOSB	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
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None

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to IndianaVeteransPreference@idoa.IN.gov, or mailed to IDOA, 402 W. Washington Street, Room W-462, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to <mailto:IndianaVeteransPreference@idoa.IN.gov> for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report IVOSB certified subcontractor payments directly to the Division of Supplier Diversity, as reasonably requested and in the format required by the Division of Supplier Diversity.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

27. Information Technology Enterprise Architecture Requirements. If this Contract involves information technology-related products or services, the Contractor agrees that all such products or services are compatible with any of the technology standards found at <https://www.in.gov/iot/2394.htm> that are applicable, including the assistive technology standard. The State may terminate this Contract for default if the terms of this paragraph are breached.

28. Insurance.

A. The Contractor and its subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) 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 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.
2. Automobile liability for owned, non-owned and hired autos with minimum liability limits not less than \$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 with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.
4. Fiduciary liability if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and

savings, among others with limits no less than \$700,000 per cause of action and \$5,000,000 in the aggregate.

5. Valuable Papers coverage, if applicable, with an Inland Marine Policy Insurance with limits sufficient to pay for the re-creation and reconstruction of such records.

6. Surety or Fidelity Bond(s) if required by statute or by the agency.

7. Cyber Liability addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$700,000 per occurrence and \$5,000,000 in the aggregate.

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 or other appropriate authorization to operate in the state in which the policy was issued.

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.

5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

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 before the commencement of this Contract.

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

30. 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.

31. 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.

32. Minority and Women's Business Enterprises Compliance.

Award of this Contract was based, in part, on the Minority and/or Women's Business Enterprise ("MBE" and/or "WBE") participation plan as detailed in the Minority and Women's Business Enterprises Subcontractor Commitment Form, commonly referred to as "Attachment A" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term.

The following Division of Supplier Diversity certified MBE and/or WBE subcontractors will be participating in this Contract:

MBE or WBE	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
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None

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to MWBECompliance@idoa.IN.gov, or mailed to Division of Supplier Diversity, 402 W. Washington Street, Room W-462, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to MWBECompliance@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to Division of Supplier Diversity certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report Division of Supplier Diversity certified subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division of Supplier Diversity.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

33. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically 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"). The 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, the 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 as amended by Executive Order 13672.

34. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it will be sent by E-mail or first-class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Karriane Polk-Meek, Director
Office of Teaching and Learning
Indiana Department of Education
Indiana Government Center North, 9th Floor
100 N. Senate Avenue
Indianapolis, IN 46204

B. Notices to the Contractor shall be sent to:

Stephanie Zircher, Vice-President, Programs
Nextech.org, Inc.
615 N. Alabama Street, Suite 300
Indianapolis, IN 46204

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.

35. 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, and (3) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

36. Ownership of Documents and Materials.

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "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 hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the 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 the 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 Materials and to Contractor's work product during the term of this Contract.

37. Payments.

A. All payments shall be made within thirty-five (35) days in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit 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. If the Contractor is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the Contractor agrees that if it fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

C. All accounts will be closed sixty (60) days after the Expiration Date of this Contract Agreement. Any invoice submitted after sixty (60) days may, at the discretion of the State, be denied.

D. The Contractor agrees to abide by the Contract Budget but may transfer funds from line-item to line-item for changes of less than ten percent (10%) of the approved budget line-items. Budget line-item transfers ("LITs") equal to or greater than ten percent (10%) require prior written approval by the State Project Director (or the State Project Director's Designee). Approval for a LIT must be requested before the expenses are incurred. Transfers will not be approved after expenditures have already been made. A LIT request must be accompanied by an explanation for the changes to each line item. The cumulative amount of any LIT may not exceed 10% of the total budget.

38. 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, IC § 34-13-1 and IC § 34-52-2.

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.

39. Progress Reports. The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports 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.

40. Public Record. The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and the State will post this Contract on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

41. 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 term of the renewed contract may not be longer than the term of the original Contract.

42. 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.

43. 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.

44. 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.

45. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA 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 IDOA 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.

46. 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.

47. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the *Indiana Department of Administration Travel Policy and Procedures* in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with *Travel Policy* guidelines.

48. 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.

49. 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.

50. 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 standard contract clauses (as contained in the *2022 SCM Template*) in any way except as follows:

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

37. Payments. (Modified)

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. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

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

NEXTECH.ORG, INC.

By: 
AD403D8900334F2...

Title: President

Date: 8/10/2022 | 10:47 EDT

Indiana Department of Education

By: 
6F48CC506874466...

Title: Chief Financial Officer

Date: 8/10/2022 | 15:27 EDT

Electronically Approved by: Department of Administration By: _____ (for) Rebecca Holw erda, Commissioner	
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: _____ (for) Theodore E Rokita, Attorney General

Exhibit A

Nextech.org, Inc.

Response to Computer Science Scope of Work Proposal
from the Indiana Department of Education

March 2, 2022

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Approval of Deliverables

All deliverables provided by Nextech.org will be sent to Indiana Department of Education (IDOE) for review and feedback. Nextech.org will implement revisions and feedback per the direction of IDOE. IDOE will approve and sign-off on all of the following but not limited to: deliverables, materials, workshops, agendas, meeting minutes, and anything public facing.

Task #1 Response: Intensive CS PD

Develop and implement a menu of options for intensive computer science professional development.

Nextech will create and publicize a menu of intensive training options (all operating as a cohort model), to include the experiences below. Each training experience includes a wide variety of materials for participants, including, but is not limited to, agendas, no-cost nationally recognized computer science curriculum and supplemental materials. All curriculum will be aligned to Indiana's Core Computer Science Standards and Computer Science Practices.

In all of our immersive PD options, Nextech leverages a cohort model, intentionally building a virtual community of practice to eliminate the "boundary of place" that can happen when teaching CS in geographically dispersed and, at times, isolated schools. Communities of Practice are a collaborative approach to PD where small groups of educators meet regularly to explore new concepts, share expertise, and insights from their teaching experiences, and engage in collective problem solving ([Stoll et al., 2006](#)).

Participants in intensive professional development are traditionally in-service teachers being asked to teach computer science. They can be novice or experienced.

The following is a list of the proposed menu for our intensive computer science professional development options with corresponding links to their detailed information table:

1. [Code.org CS Discoveries](#)
2. [Code.org CS Principles](#)
3. [Code.org CSA \(Java\)](#)
4. [Topics in Computer Science](#)
5. [K-5 Train-the-Trainer Program for District Leaders](#)
6. [Elementary Computer Science Immersion Program](#)

<i>Intensive Option #1: Code.org Computer Science Discoveries</i>			
<p>Computer Science Discoveries is an introductory computer science course for 6 - 10th grade students. Mapped to the CSTA standards nationally and the standards for Introduction to Computer Science and Middle Level Computer Science. Locally, the course takes a wide lens approach on computer science by covering topics such as problem solving, programming, physical computing, user-centered design, and data, while inspiring students as they build their own websites, apps, animations, games, and physical computing systems.</p> <p>CS Discoveries can be flexibly taught as a single semester, two semesters over multiple years, or as a full-year course. Options are even available for less than one semester depending on a school's implementation plan.</p> <p>The curriculum doesn't require any additional cost and will be available in perpetuity under the Creative Commons license.</p>			
Timeline	Intensive Workshop: Summer of 2023 Embedded Workshops: Across the school year (2 in 1 st semester, 2 in second semester) on Saturdays		
Course and Standards Alignment	4803: Introduction to Computer Science 0488.68: Computer Science - Middle Level		
Grades Targeted	Number of PD Days	Delivery Mechanism	Targeted # of Teachers
6th – 10th grade teachers	Intensive: 5	In-Person	32
	Embedded: 4	Virtual	

<i>Intensive Option #2: Code.org CS Principles</i>			
<p>Computer Science Principles introduces students to the foundational concepts of computer science and challenges them to explore how computing and technology can impact the world. More than a traditional introduction to programming, it is a rigorous, engaging, and approachable course that explores many of the foundational ideas of computing so all students understand how these concepts are transforming the world we live in.</p> <p>This year-long course can be taught as an introductory course and as an AP course - no prerequisites required for students or for teachers new to computer science. In addition, the curriculum is available at no cost for anyone in perpetuity via a Creative Commons license.</p> <p>For schools offering the course as Principles of Computing, an additional 6 hours of professional learning will be offered throughout the school year to ensure that schools and teachers are meeting all of the standards in the PoC course framework. Additional information on this can be found in the Task 2 narrative for the embedded option # 8 (link here).</p>			
Timeline	<p>Intensive Workshop: Summer of 2023 Embedded Workshops: Across the school year (3 in 1st semester, 1 in second semester) on Saturdays</p>		
Course and Standards Alignment	<p>4801: Computer Science I 4568: AP Computer Science Principles 7183: Principles of Computing</p>		
Grades Targeted	Number of PD Days	Delivery Mechanism	Targeted # of Teachers
9th -12th grade teachers	Intensive: 5	In-Person	32
	Embedded: 4	Virtual	

Intensive Option #3: Code.org CSA (Java)			
<p>In Computer Science A (CSA) students learn object-oriented programming using Java. Students take on the role of software engineers, and practice skills that are used in the field.</p> <p>The Code.org curriculum for CSA is designed for any high school student who wishes to continue their computer science education after completing an introductory course such as Computer Science Principles (CSP) or Computer Science Discoveries (CSD). Code.org’s CSA curriculum prepares students for the AP® CSA exam.</p> <p>The curriculum was developed with equity in mind, which Code.org believes will make this course more accessible for students who have traditionally been underrepresented in computer science, particularly those from underrepresented racial and ethnic groups and young women.</p> <p>Teachers will go through a three-phase process. Summer 1 is a 5-day intensive workshop followed by 8 academic year workshops held throughout the school year. The cohort will then come together for a second time in the following summer to reflect on their experience and plan for the next year.</p>			
Timeline	<p>Intensive Workshop #1: Summer of 2023 Embedded Workshops: Monthly, across the school year in evenings and/or Saturdays from September through April Intensive Workshop #2: Summer of 2023 (for 2022 participants)</p>		
Course and Standards Alignment	<p>5236: Computer Science II 4570: AP Computer Science A 7352: Computer Science</p>		
Grades Targeted	Number of PD Days	Delivery Mechanism	Targeted # of Teachers
9th -12th grade teachers	Intensive Workshop #1: 5	In-Person	32
	Embedded: 8	Virtual	
	Intensive Workshop #2: 2	In-Person	

Intensive Option #4: Topics in Computer Science			
<p>The new Next Level Programs of Study (NLPS) Topics in Computer Science course is designed for students to investigate emerging disciplines within the field of computer science. Students will use foundational knowledge from 7183 Principles of Computing to study the areas of data science, artificial intelligence, app/game development, and security. Students will utilize knowledge related to these areas and programming skills to develop solutions to authentic problems.</p> <p>This professional learning program is offered to teachers teaching the NLPS Topics in Computer Science (7351) and interested in using a full-year of Indiana standards-aligned curricular materials connected through a single course. The materials will cover all 4 content areas (data science, artificial intelligence, app/game development, and security) intended to be taught quarterly, with a natural curriculum arc and thread woven throughout.</p> <p>As part of this professional development, Nextech will create and make available standards-mapped resources, a pacing guide, and a full suite of suggested year-long integrated projects (including lesson plans, rubrics, and requirement documents).</p> <p>This workshop will be a full week intensive in the summer with optional school year webinars.</p>			
Timeline	Intensive Workshop: Summer of 2023		
Course and Standards Alignment	7351: Topics in Computer Science		
Grades Targeted	Number of PD Days	Delivery Mechanism	Targeted # of Teachers
9th -12th grade teachers	Intensive: 5	In-Person	32

<i>Intensive Option #5: K-5 Train-the-Trainer Program for District Leaders</i>			
<p>To scale K-5 computer science effectively across the state, an investment in training in-house district resources on nationally recognized curricula to ensure they are their district’s CS leaders and facilitators is a must.</p> <p>The train-the-trainer model exists to help support K-5 districts and schools that are “all-in” on bringing CS education to their students and would like to have an in-house staff member in charge of running Code.org workshops for their district.</p> <p>Nextech and Indiana have been selected as a pilot site for the 2022-2023 school year for the Code.org Evolve Elementary Pilot program with the intention of launching a full-scale train-the-trainer program for district leaders in Indiana in the summer of 2023. There are no direct costs to the IDOE for the pilot program in 2022 as those costs are being supported through Code.org. The conclusion of the pilot program will have Nextech as the leader in Indiana, equipped to host the newly designed Code.org professional learning program for district-level leaders that helps ensure continued district CS teacher capacity building.</p> <p>In the summer of 2023, we will host a cohort for district level leaders to prepare them to lead effective Code.org CS Fundamentals professional development workshops for the teachers within their districts beginning in the 2023-24 school year and beyond.</p>			
Timeline		Intensive Workshop: Summer 2023	
Course and Standards Alignment		District Level Implementation of CS using: K-5 Integration 0488.K2, 0488.35: Computer Science - Elementary Level	
Grades Targeted	Number of PD Days	Delivery Mechanism	Targeted # of Teachers
K-5 District Leaders	Intensive: 5	In-Person	25

<i>Intensive Option #6: Elementary CS Immersion Program</i>			
<p>A major missing component to building highly trained computer science teachers throughout the country is the lack of focus on K-5 educators. Unequivocally, there are many, many more elementary teachers than high school teachers that need to be trained in computer science, and most of these educators have never experienced computer science as a student themselves.</p> <p>Nextech has been chipping away at the vast pool of elementary teachers that need to be trained in computer science so that they can bring high-quality computer science to their students. And, we are hoping to solve even more of this capacity building issue through programs like the K-5 Train-the-Trainer Program for District Leaders, the Pre-Service CS License Bootcamp for Pre-Service Educators, and the extensive K-5 embedded PD options.</p> <p>The next level of training K-5 teachers is increasing their depth of knowledge and understanding of all components of computer science. This program leads K-5 educators through an intensive summer and school year experience where they work through learning computer science content, understanding, and utilizing best practices for CS pedagogy, navigating CS exposure barriers in their school and classroom, and building a community of K-5 educators who are fully immersed in their understanding of computer science.</p>			
Timeline		Intensive: Summer of 2023 Embedded: Monthly, across the school year in evenings and/or Saturdays from September through April	
Course and Standards Alignment		K-5 Integration 0488.K2, 0488.35: Computer Science - Elementary Level	
Grades Targeted	Number of PD Days	Delivery Method	Targeted # of Teachers
K-5th grade teachers	Intensive: 5	In-Person	25
	Embedded: 8	Virtual	

Task #2 Response: Embedded CS PD

Develop and implement a menu of options for *embedded* computer science professional development.

Nextech will create and publicize a menu of embedded training options, including the following experiences. Each experience will include a large amount of materials for both facilitators and participants including, but not limited to, training agendas, facilitation materials, no-cost nationally recognized computer science curriculum, and Indiana Academic Standards for Computer Science aligned supplemental materials.

Our embedded professional development options are either a) continuations of our intensive computer science professional development options kicking off in the summer PD and providing additional professional develop and community opportunities during the school year or b) one or two day workshops intended as immediate need for computer science professional development for K-8 educators who are just learning about what computer science is during the school year and wanting to learn promptly how to effectively bring it to their classrooms, or c) traditionally intensive PD experiences offered as embedded workshops throughout the school year.

Who Can Participate:

The stand-alone workshops are open for participation from both pre-service and in-service teachers. Nextech plans to partner with pre-service teacher prep programs to bring computer science professional development opportunities to their universities. Ideal teacher participants are K-8 teachers (depending on covered grade band), paraprofessionals, and coaches implementing CS in classrooms.

Workshop Format:

To remove all barriers for teachers to join one-day workshops, we will offer 15 virtual workshops and 15 in-person workshops over the course of the contract.

- In-person workshops will be scheduled around the state, both in partnership with districts and publicly open to all teachers in the community. Each workshop runs 6-7 hours. The calendar for workshops will be created and publicized no later than September 30, 2022 and will be evaluated for attendance and new needs (at least) monthly in scheduled project status meetings.
- Virtual workshops are offered in one of two ways.
 - Saturday Option: 2 hour synchronous morning session, 3 hours of asynchronous work time (including a lunch break), 2 hour afternoon session
 - Weekday Option: 2 hour synchronous evening session on day 1, 3 hours of asynchronous work time to be done on participant's own time, 2 hour synchronous evening session on day 2

The following is a list of the proposed menu for our embedded computer science professional development options with corresponding links to their detailed information table. As the field and what teachers need changes, Nextech plans to collaborate with the IDOE to build workshops to meet the needs of the industry with the intention of offering additional embedded workshops based on educator needs.

1. [Code.org CS Fundamentals & Unpacking the IN CS Standards](#)
2. [Code.org CS Fundamentals Deep Dive](#)
3. [Unpacking the Updated Indiana CS Standards](#)
4. [Integrating CS in your 6-8 classroom](#)
5. [Integrating CS in your 6-8 classroom Deep Dive](#)
6. [Integrating CS in your K-8 classroom using Digital Citizenship](#)
7. [Integrating CS in your K-8 classroom using Artificial Intelligence](#)
8. [Curriculum Alignment for Principles of Computing using CS Principles](#)
9. [WeTeach CS: Computer Science Endorsement Prep Course](#)
10. [Embedded Options for corresponding Intensive PD Options](#)

<i>Embedded Option #1: Code.org CS Fundamentals & Unpacking the IN CS Standards</i>			
<p>These in-person or virtual, full day workshops, with extensive digital support, are intended for K-5 general education teachers, media tech specialists, librarians, and computer science teachers who are planning on bringing a full computer science curriculum to their elementary classroom. The objectives of this workshop are to help K-5 teachers become comfortable with what computer science is, what is expected of their students in regard to the computer science standards, and how to ensure the students experience the full curriculum over the course of the school year.</p>			
Grades Targeted	Number of PD Days and Delivery Method	Course and Standards Alignment	Materials Provided
K-5th grade teachers	1 day or the equivalent of 6 contact hours Virtual or In-Person	K-5 Integration 0488.K2, 0488.35: Computer Science - Elementary Level	Physical Curriculum Guide Digital Resource Hub Indiana standards alignment for all lessons Linked associated Indiana Learning Lab Resources (see “Standards- Based Resources” in Key Deliverable #1 below)

Embedded Option #2: Code.org CS Fundamentals Deep Dive

These in-person or virtual, one day full-day workshops with extensive digital support, are intended for K-5 teachers and staff members who have already begun implementing Code.org's CS Fundamentals curriculum in their classrooms. The objectives of this workshop are that teachers leave with a concrete plan for offering more CS Fundamentals lessons at their school, strategies for addressing roadblocks to implementation, including specific issues experienced in lessons taught thus far and ideas to foster and develop strong classroom rapport that nurtures learners of all types.

Grades Targeted	Number of PD Days and Delivery Method	Course and Standards Alignment	Materials Provided
K-5th grade teachers	1 day or the equivalent of 6 contact hours Virtual or In-Person	K-5 Integration 0488.K2, 0488.35: Computer Science - Elementary Level	Physical Curriculum Guide Digital Resource Hub Indiana standards alignment for all lessons

Embedded Option #3: Unpacking the Updated Indiana CS Standards			
<p>This workshop is intended for Indiana K-8 teachers who have already attended one of Nextech’s CS Fundamentals & Unpacking the IN CS Standards workshop and would like to understand the updates made to the Indiana Academic Standards for Computer Science and how these updates impact their implementation plan. Teachers will be provided with updated materials and given direction on how to alter or add to the lessons they already teach in their classroom to ensure full coverage of the current standards in their classroom.</p>			
Grades Targeted	Number of PD Days and Delivery Method	Course and Standards Alignment	Materials Provided
K-8th grade teachers	1 day or the equivalent of 6 contact hours Virtual or In-Person	K-5 Integration 6-8 Integration 0488.K2, 0488.35: Computer Science - Elementary Level 0488.68: Computer Science - Middle Level	Digital Resource Hub Indiana standards alignment for all lessons Linked associated Indiana Learning Lab Resources (see “Standards- Based Resources” in Key Deliverable #1 below)

Embedded Option #4: Integrating CS in your 6-8 classroom			
<p>This workshop is intended for middle school educators teaching across all subjects and designed to equip teachers with the knowledge and instructional strategies to integrate computer science into existing coursework.</p> <p>The topics covered in each workshop include:</p> <ul style="list-style-type: none"> ● Role of Computer Science in society and the classroom ● Introduction to the Indiana Computer Science Standards ● Introduction to the 5 core concepts of CS: Data and Information, Computing Devices and Systems, Programs and Algorithms, Networking and Communications and Impact and Culture ● Experiencing classroom lessons for each core concept <p>The workshop will provide an intro to computer science, pedagogy, overview of the online curriculum, teacher dashboard, and strategies for teaching “unplugged” classroom activities.</p>			
Grades Targeted	Number of PD Days and Delivery Method	Course and Standards Alignment	Materials Provided
6th-8th grade teachers	1 day or the equivalent of 6 contact hours Virtual or In-Person	6-8 Integration 0488.68: Computer Science - Middle Level	Digital Resource Hub Indiana standards alignment for all lessons

<i>Embedded Option #5: Integrating CS in your 6-8 classroom Deep Dive</i>			
<p>This workshop is a great opportunity for educators to collaborate with other 6-8 teachers that have been working on bringing computer science to their students. This workshop allows teachers to share what is going well with their CS lesson and dive into where they are experiencing issues with their CS lessons.</p> <p>These workshops help teachers to strengthen their understanding and execution of computer science using the Code.org CS Fundamentals and CS Discoveries curriculums.</p>			
Grades Targeted	Number of PD Days and Delivery Method	Course and Standards Alignment	Materials Provided
6th-8th grade teachers	1 day or the equivalent of 6 contact hours Virtual or In-Person	6-8 Integration 0488.68: Computer Science - Middle Level	Digital Resource Hub Indiana standards alignment for all lessons

<i>Embedded Option #6: Integrating CS in your K-8 classroom using Digital Citizenship</i>			
<p>This workshop takes the digital citizenship curriculum teachers are currently using in their school (or teaches them about available resources) and helps them connect the content to the Indiana computer science standards to ensure their students are getting even more computer science in their classroom. At the end of the workshop, teachers will have a cohesive plan of how to adequately bring computer science into their digital citizenship lessons and help their students be good digital leaders of the future.</p>			
Grades Targeted	Number of PD Days and Delivery Method	Course and Standards Alignment	Materials Provided
K-8th grade teachers	1 day or the equivalent of 6 contact hours Virtual or In-Person	K-5 Integration 6-8 Integration 0488.K2, 0488.35: Computer Science - Elementary Level 0488.68: Computer Science - Middle Level	Digital Resource Hub Indiana standards alignment for all lessons

<i>Embedded Option #7: Integrating CS in your K-8 classroom using Artificial Intelligence</i>			
<p>Artificial intelligence (AI) is everywhere. It's also in every single K-12 classroom in Indiana. This workshop explores how teachers can add AI to their computer science lesson and as well as integrate learning about AI and hitting the Indiana CS Standards through non-CS lesson plans.</p> <p>By the end of the workshop, teachers will have a strong understanding of how AI integrates into the Indiana CS standards and how to adequately bring dedicated AI content to their students.</p>			
Grades Targeted	Number of PD Days and Delivery Method	Course and Standards Alignment	Materials Provided
K-8th grade teachers	1 day or the equivalent of 6 contact hours Virtual or In-Person	K-5 Integration 6-8 Integration 0488.K2, 0488.35: Computer Science - Elementary Level 0488.68: Computer Science - Middle Level	Digital Resource Hub Indiana standards alignment for all lessons

<i>Embedded Option #8: Curriculum Alignment for Principles of Computing using CS Principles</i>			
<p>Code.org's CS Principles course covers the majority of topics and requirements necessary for the new Next Level Programs of Study (NLPS) Principles of Computing course. This 6-hour professional learning opportunity will be offered throughout the school year to ensure that schools and teachers are meeting all the standards in the Principles of Computing course framework.</p>			
Grades Targeted	Number of PD Days and Delivery Method	Course and Standards Alignment	Materials Provided
9th-12th grade teachers	1 day or the equivalent of 6 contact hours Virtual	7183: Principles of Computing	Digital Resource Hub Indiana standards alignment for all new and supplemental lessons

<i>Embedded Option #9: WeTeach_CS</i>				
<p>In-Service Educators: The WeTeach_CS Certification Prep course will develop educator competencies necessary to become certified in Computer Science. This course will prepare teachers to take the Praxis Computer Education (5652) test. Following the Praxis structure, the course is divided into five modules (Impacts of Computing, Algorithms and Computational Thinking, Programming, Data, and Computing Systems and Networking) and covers all the competencies listed in both sets of test standards for Computer Science certification.</p> <p>This immersive four-day course will be spread over 4 required days over the 22-23 school year. We are planning on offering two cohorts, one in the fall of 2022 and one in the spring of 2023. The program includes a vast catalog of materials and supports (videos, presentations, interactive practice exercises, module quizzes, and a final quiz) designed to provide an overview of the educator competencies required of all teachers to become endorsed to teach CS in Indiana.</p> <p>Any K-12 Indiana teacher interested in becoming certified to teach Computer Science is eligible to attend. This workshop is run in partnership with the WeTeach_CS program at the Texas Advanced Computing Center (TACC) at the University of Texas at Austin.</p> <p>Note: if this was offered in the summer, it would be considered an intensive PD opportunity, but because it is being offered during the school year, it is considered an embedded option for 22-23.</p>				
Grades Targeted	Number of PD Days	Course and Standards Alignment	Targeted # of Teachers	Stipends
9th -12th grade teachers, but all K-12 are eligible	<p>Embedded: 4</p> <p>Optional Webinars: at least 4</p>	Indiana Computer Science Certification through passing of Praxis Computer Education (5652) exam	<p>Fall 2022: 20</p> <p>Spring 2023: 20</p>	<p>\$800 for 4 embedded workshop(s)</p> <p>\$500 for taking and passing the license exam and adding endorsement to license</p>

Approach for Pre-Service Teachers

One of the most difficult barriers to increasing computer science capacity in Indiana K-12 classrooms is the low number of existing teachers who have computer science knowledge coupled with the desire to teach the subject. Over the next year, Nextech will develop a program to set pre-service teachers up for success in becoming the next wave of teachers powering Indiana K-12 students through learning computer science. This program will recruit college students who are already in education programs and teach them computer science content and pedagogy as well as prepare them to take the Praxis Computer Education (5652) test using the WeTeach_CS professional development to get their computer science endorsement.

Nextech will use this current contract period to lock-in Indiana college and university partners and solidify a program for pre-service teachers in Indiana launching in the fall of 2023 helping graduate more teachers ready to teach computer science.

This deliverable and plan will be complete at the end of the contract period, June 30, 2023.

Embedded Options for corresponding Intensive PD Options

Many of the Intensive Computer Science Professional Development options include embedded professional development as part of the overall program and were detailed above for the following programs:

- Code.org's CS Discoveries
- Code.org's CS Principles
- Code.org's AP CS A (Java)
- Topics in Computer Science
- Elementary Computer Science Immersion Program

Task #3 Response: Interactive Professional Learning Community

Create/curate resources for, recruit interest in, and host an interactive professional learning community of computer science educators for extended learning and ongoing support in the Indiana Learning Lab or another platform identified by IDOE. Minimum requirements for this task include:

1. Two unique standards-based resources per grade band per year that are freely and publicly available in an online location mutually determined by the respondent and IDOE.
2. Two synchronous webinars or collaboration sessions per semester.
3. Opportunities to develop inquiry-based, problem-based, or work-based learning experiences that integrate computer science.

The key components of this task meet and exceed the minimum requirements and are described below.

Key Component #1: Develop and Build the Interactive Professional Community "CS Educator Hub" in Indiana Learning Lab & Deliver Curated Resources (Addresses minimum requirements #1 and #2 above)

Nextech will create, alongside the Indiana Learning Lab and Indiana Department of Education team, a "CS Educator Hub" (name TBD) in the Indiana Learning Lab. The "CS Educator Hub" will be the one-stop shop for all CS content for Indiana teachers. In addition to the creation, Nextech will work to market, promote, and communicate the "CS Educator Hub" and drive engagement.

This task will begin on September 1, 2022 and will be fully completed, no later than April 30, 2023. Detailed task lines and specific deliverable dates will be determined and agreed upon in the project kick-off meeting.

The Hub will include:

K-8 CS Integration Lessons and Standards-Based Resources, for teachers by teachers: To continue our efforts to ensure CS is accessible to all teachers and easily integrated into CS classrooms, Nextech will create a new set of lessons that aim to seamlessly integrate computer science into Indiana standards-aligned ELA, math, social studies, or science topics in a general education K-5 classroom. These lessons will be created by active Indiana teachers already piloting and teaching the lesson in their own classrooms, and will be offered in the Indiana Learning Lab. Each lesson will include a set of activities, a detailed lesson plan, standards alignment, and a webinar/video (live, on-demand, or an interactive course) to introduce the resource.

Nextech will launch at least 16 of these lessons, per grade band (K-5 and 6-8) by the end of the contract period for a total of 32 lessons.

9-12 Curriculum Support Supplemental Materials and Standards-Based Resources, for teachers by teachers: Many experienced Indiana high school teachers create supplemental lessons and materials (worksheets, code

snippets, assessments, project rubrics, etc.) to help ensure the Indiana Academic Standards for Computer Science are being met while using their specified curriculum. These lessons and activities help scaffold, extend, and support the curriculum that is in place and remind classroom teachers that they have a strong computer science networking community. Nextech will help curate, upload, and manage these shared resources in the Indiana Learning Lab. Some of these materials may be applicable to 6-8 teachers as well depending on the reach of the curriculum (i.e., Code.org CS Discoveries) being used. **We will launch at least 16 of these supports, with corresponding webinar/video community sessions (live, on-demand, or an interactive course), when appropriate, by the end of the contract period.**

CS Knowledge & CS Standard Deep Dive Collection: Built by Nextech using our experience providing professional development to Indiana teachers for the past 7 years on CS, these Indiana Learning Lab resources will be a series of 15 videos and corresponding resources for teachers on each of the Indiana Academic Standards for Computer Science core concepts (Data and Information; Computing Devices and Systems; Programs and Algorithms; Networking and Communication; and Impact and Culture) per grade band (K-2, 3-5, 6-8). Each resource set will break down the standard into easily digestible information to help K-8 teachers fully understand what the standards mean and how to approach teaching them. Though these will focus on the core concepts for the K-8 standards, they will be accessible and educational to all K-12 CS teachers to take a deeper dive into a CS concept. **We will provide 15 of these sets (1 per core concept, per grade band).**

Standards-Based Resources: As an organization, everything we do is aligned to the Indiana Academic Standards for Computer Science and created especially for Indiana teachers. Our unique approach to offering professional development where we partner with the best organizations and curriculums from across the nation and then, work to adjust that curriculum to Indiana teachers, allows us to put an Indiana-specific lens on nationally recognized content. These standards-based resources will be created by our in-house professional development team and will focus on ensuring that the various nationally recognized computer science curriculums used throughout Indiana fit the needs of our elementary, middle, and high school teachers. These resources can include, but are not limited to, items such as mapping the Indiana Academic Standards for Computer Science to curriculum, providing additional resources to help teachers meet unmet standards in specific curriculum, providing printable flashcards, word walls, posters for teachers to help reinforce Indiana Academic Standards for Computer Science in their classrooms. **Nextech will create at least 2 resources (1 per semester) per grade band (elementary, middle, and high school) with corresponding webinar community sessions, when appropriate, by the end of the contract period.**

Computer Science Framework Document Updates: Currently posted CS framework documents include success criteria, academic vocabulary, standards-aligned activities, interdisciplinary connections, and looking back/ahead information. These documents will need to be updated in light of the pending K-8 standards revisions process. **Nextech will update the published CS Frameworks Documents on the Indiana Learning Lab to reflect the revised CS standards. Due to the urgency of this need, these will be completed no later than September 30, 2022.**

Key Component #2: Synchronous Webinars and Collaboration Sessions (Addresses Minimum Requirement #2 above)

Interactive Community Sessions: Synchronous webinars will be created and delivered based on the needs of the K-12 computer science teacher community. As mentioned above, Nextech will offer synchronous webinars for standards resources, CS content, etc. as necessary. Throughout the course of the contract, Nextech will listen to the changing needs of the community to determine the best topics each semester.

Manage CS Educator Hub in Indiana Learning Lab & Curate Communities: Using the community feature in the Indiana Learning Lab, Nextech will work to create interactive communities based on relevant and timely topics and conversations. We will provide facilitation of these conversations and interactions while providing specific opportunities for engagement for K-12 teachers throughout Indiana. These interactions will allow teachers to tie in their current classroom experiences, the computer science resources they are using in the Indiana Learning Lab, and their expertise into learning and growing as well as helping build a sense of community among computer science teachers throughout Indiana.

All webinar recordings, resources/materials developed by Nextech as part of this proposal and curated in the Indiana Learning Lab are owned by IDOE at the conclusion of the contract.

Coaching Program: Nextech will create and implement an Indiana High School Computer Science coaching program for novice CS teachers. We will be launching our first cohort of 16 teachers in the fall of 2022.

Educators that are new to teaching computer science will be assigned a 1:1 coach that will be their mentor throughout their first year and half (three semesters of teaching CS) in the program. Coaches will have direct interaction with individual teachers, including:

- A minimum of 1 classroom visit per semester
- Bi-weekly check-ins with teachers
- Goal setting sessions to develop professional growth plans
- Targeted sessions and classroom practice for addressing barriers to CS in their school and classroom
- Personalized support to encourage teachers, build their confidence, increase their understanding of CS pedagogy best practices, improve their CS content knowledge and understanding, and provide teaching guidance
- Monthly cohort meetings to build community and promote growth as a group
- Mentees will be paid a stipend of \$1500 for full participation in the program

Based on the eMINTS coaching model ([Meyers et al., 2016](#)), classroom visits with coaches will consist of support such as lesson planning assistance, observation and feedback, co-teaching or modeling instruction, and reflective practice.

Key Component #3: Teacher Externship Classroom to Career Experiences (Addresses Minimum Requirement #3 Above)

Taking place inside the offices of Indiana employers, the Nextech Teacher Externship is a four-day experience that deepens educators' content knowledge of computer science concepts as well as the connection between computer science and the digital economy. As a direct result, teachers are better equipped to help their students understand the multitude of industries and opportunities available to them in the field of computer science. Through this experience, teachers will also connect with Indiana-based companies, employers, and CS partners to leverage their networks to be able to provide students with similar experiences through co-curricular activities.

The goal of the externship is to equip educators with the content knowledge, instructional strategies and confidence to deliver technical curriculum through real-world industry experiences. Educators in the Externship Cohort will spend four days in the summer visiting Indiana employers, participating in experiences within Indiana workplaces, working alongside company employees, and collaborating as a cohort to build lesson plans and experiences to bring back to their classrooms.

This program is designed for teachers who have been teaching computer science for at least one year. By participating, teachers will be able to create a more authentic learning experience for students by bringing the "real world experience" into the classroom by demonstrating how academic standards are applied every day in Indiana workplaces.

This experience will be offered in-person in the summer of 2023 in the Indianapolis-area and will be open to any K-12 teacher statewide with a goal of 24 teachers. Educators will be paid a stipend of \$800 for full participation.

Maintaining Data Collection for the Executive Summary

Collecting Feedback

To ensure maximum impact for participants, Nextech employs a multi-faceted strategy that consists of a process evaluation to measure teacher satisfaction with program activities and an outcomes evaluation to measure changes in the knowledge, attitudes, and behaviors of teachers.

Outcomes evaluation is implemented using a series of pre- and post-surveys that capture quantitative data along a five-point Likert scale as well as qualitative feedback. For each outcome, Nextech calculates descriptive statistics (mean, median, range, etc.) to determine the extent to which the activities are achieving the desired results for participants. The process evaluation data will provide insight into how program activities may be affecting participant outcomes.

Application & Registration Process

Nextech uses Formstack for Salesforce, a workplace productivity platform, to facilitate teacher application and registration processes. All data in these systems can be easily and quickly exported to Google or Microsoft applications.

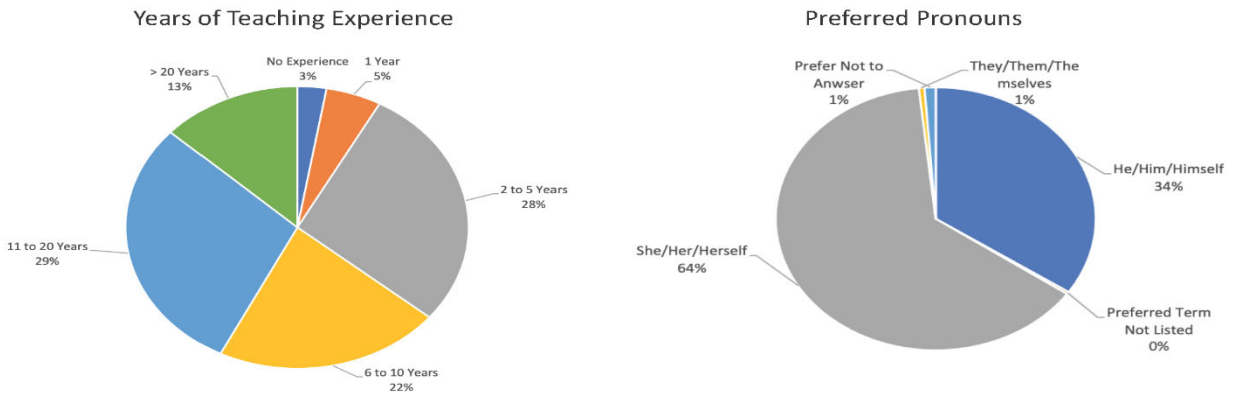
Database of Record

Salesforce is the database of record for all Nextech's professional development activity. We capture and store in Salesforce the following pieces of information for each of our training events:

- About Training Attendees
 - Preferred Pronouns
 - Race / Ethnicity Identity
 - Previous Years Spent Teaching
 - Previous CS Teaching Experience
 - Previous STEM Teacher Experience
 - Current Indiana Teaching Licenses
 - Teaching Status (In-Service vs. Pre-Service)
 - Academic Degree
- About Organizations Represented by Training Attendees
 - School Type
 - Locale
 - Indiana County
 - Indiana Economic Development Region
 - % of Free / Reduced Lunch

- About the Training Event definition:
 - Day of the week
 - Delivery mechanism (in-person vs. virtual)
 - Grade Band of the curriculum of the training event

With all relevant data in a central location, Nextech can quickly analyze teacher training activities and gain insights at any level, giving consideration to any criteria. The following are just a few examples of the charts Nextech can easily generate; these can also be filtered based on any of the criteria outlined above.



Reports on collected data will be provided to IDOE in the format requested, e.g Microsoft Office or Google Apps productivity platforms.

Providing Project Management Support

Below are the key roles that Nextech will employ to execute on the deliverables outlined within this response.

Role	Description / Duties
Program Manager	Owns ultimate responsibility for recruiting K-12 education partners and administration of the professional development program and educator success programs.
Subject Matter Expert(s)	Defines the portfolio of curriculum to be supported in Nextech's PD program, ensuring alignment with Indiana K-12 CS standards. Develops content for K-12 workshops, resources, and webinars. Drives all activities related to Nextech's facilitator programs.

<p>Program Support</p>	<p>Provide assistance as needed to complete such tasks as coordinating logistics of in-person and virtual workshops, generating and updating data reports & dashboards, and securing industry partners / volunteers for work-based learning experiences.</p>
<p>Project Management</p>	<p>Responsible for overall project success including the development of task lines to support the completion of each deliverable, generating monthly invoices, process teacher stipend payments and prepare documentation for project status meetings and quarterly executive summaries.</p>

To facilitate the work outlined in this proposal, Nextech will schedule and facilitate one project kick-off meeting at a mutually-agreed upon time the week of August 1, 2022. An agenda will be provided (at least) 48 hours in advance and minutes will be provided for review within 48 hours of the meeting completion.

Project status meetings will be organized and scheduled bi-weekly. The IDOE will receive an agenda at least 24 hours in advance of the meeting, as well as minutes of the meeting within 24 hours after the meeting for review. Nextech will also maintain a decision and action log, following IDOE’s process, to track outcomes from meetings and note any decisions that require a contract amendment.

All meetings will be virtual and will be held on Microsoft Teams per IDOE preference.

Budget Overview

When developing the proposed budget, the following expenses were taken into consideration:

- Staffing to develop, develop and project manage all deliverables.
- Direct costs associated with each individual workshop, including among other things, facilitator fees, workshop resources/materials, travel and teacher stipends/attendance incentives. All travel costs were budgeted in accordance with the State of Indiana Travel Policy.
- Substitute fees are available to schools that send teachers to K-8 embedded professional development activities during the school day. An attendance incentive is provided to educators who fully attend a K-8 embedded professional development workshop outside of the school day.
- Costs that are shared across all deliverables, including, among other things, technology and facilitator support.

**A minimum of 8 registered participants are required to bill for the deliverable. If less than 8 registered participants, the workshop will be canceled with attempts to re-schedule. Exceptions to this are subject to IDOE approval.

ATTACHMENT: Computer Science Scope of Work Deliverable Details			
DOE Task ↑	Line Item Deliverable	Total	Invoicing Cycle
Develop Professional Development Plan	Develop Embedded PD Plan	\$22,459	Deliverable Approved by DOE
	Develop Intensive PD Plan	\$22,459	Deliverable Approved by DOE
	Develop Pre-Service Educators Plan	\$22,459	Deliverable Approved by DOE
	Sum	\$67,377	
Develop Communications Plan	(Deliver) Interactive Professional Learning Community "CS Educator Hub"	\$3,929	Deliverable Approved by DOE
	Develop Approved Communication Plan	\$4,037	Deliverable Approved by DOE
	Sum	\$7,966	
Develop Interactive Professional Learning Community	(Develop) Coaching Program	\$35,689	Deliverable Approved by DOE
	(Develop) Interactive Professional Learning Community "CS Educator Hub"	\$18,728	Deliverable Approved by DOE
	(Develop) Teacher Externship Classroom to Career Experiences	\$2,481	Deliverable Approved by DOE
	Sum	\$56,898	
Deliver 2022-2023 Embedded workshops	Deliver 2022-23 Embedded Workshops (K-8)	\$131,525	Completion of Workshop / Event
	Deliver 2022-23 Embedded Workshops - Elementary CS Immersion Program	\$14,086	Completion of Workshop / Event
	Deliver 2022-23 Embedded Workshops HS - Code.org's CS Discoveries	\$17,097	Completion of Workshop / Event
	Deliver 2022-23 Embedded Workshops HS - Code.org's CS Principles	\$17,653	Completion of Workshop / Event
	Deliver 2022-23 Embedded Workshops HS - Code.org CSA (Java)	\$18,190	Completion of Workshop / Event
	Deliver 2022-23 Embedded Workshops - Principles of Computing	\$7,043	Completion of Workshop / Event
	Deliver 2022-23 Embedded Workshops - WeTeach_CS (Fall '22)	\$95,390	Completion of Workshop / Event
	Deliver 2022-23 Embedded Workshops - WeTeach_CS (Spring '23)	\$73,788	Completion of Workshop / Event
	Sum	\$374,772	
Deliver Summer 2023 Intensive Training	Deliver Summer 2023 Intensive Training - Code.org Computer Science Discoveries	\$36,216	Completion of Workshop / Event
	Deliver Summer 2023 Intensive Training - Code.org CSA (Java) (Cohort 1)	\$19,992	Completion of Workshop / Event
	Deliver Summer 2023 Intensive Training - Code.org CSA (Java) (Cohort 2)	\$14,083	Completion of Workshop / Event
	Deliver Summer 2023 Intensive Training - Code.org CS Principles	\$24,022	Completion of Workshop / Event
	Deliver Summer 2023 Intensive Training - Elementary CS Immersion Program	\$21,380	Completion of Workshop / Event

	Deliver Summer 2023 Intensive Training - K-5 Train the Trainer Program	\$50,468	Completion of Workshop / Event
	Deliver Summer 2023 Intensive Training - Topics in Computer Science	\$34,395	Completion of Workshop / Event
	Sum	\$200,556	
Deliver 2022-2023 Interactive Professional Learning Community	(Deliver) Teacher Externship Classroom to Career Experiences	\$31,520	Completion of Workshop / Event
	9-12 Curriculum Support Supplemental Materials & Standards-Based Resources	\$23,081	Deliverable Approved by DOE
	CS Knowledge & CS Standard Deep Dive Collection	\$14,912	Deliverable Approved by DOE
	Deliver 6-8 Integration Lessons & Standards-Based Resources	\$23,081	Deliverable Approved by DOE
	Deliver Coaching Program	\$139,545	Monthly
	Deliver Interactive Community Sessions (2 synchronous webinars/semesters)	\$1,602	Completion of Workshop / Event
	Deliver K-5 Integration Lessons & Standards-Based Resources	\$23,081	Deliverable Approved by DOE
	Manage CS Educator Hub in INLL, including Communities	\$15,759	Deliverable Approved by DOE
	Sum	\$272,581	
Project Management Support	Executive Summary	\$4,811.50	Quarterly
	Monthly Invoicing	\$7,835	Monthly
	Project Kickoff Meeting	\$908	Completion of Workshop / Event
	Project Status Meetings	\$6,859	Monthly
	Sum	\$20,413.50	
In-State Travel	Deliver 2022-23 Embedded Workshops - IN-STATE TRAVEL Addendum	\$7,008	Completion of Workshop / Event
	Deliver 2022-23 Interactive Professional Learning Community - IN-STATE TRAVEL Addendum	\$12,414	Completion of Workshop / Event
	Deliver Summer '23 Intensive Training - IN-STATE TRAVEL Addendum	\$12,816.50	Completion of Workshop / Event
	Sum	\$32,238.50	
Total		\$1,032,802	

Addendum

Total Lodging Per Event =	Number of Individuals * Number of Nights * Lodging Per
Total Mileage per Event =	Number of Individuals * Number of Nights * Lodging Per
Total Cost per Event =	Total Lodging per Event + Total Mileage per Event
Total Travel for Line Item =	Total Cost per Event * Number of Events

Task	Line Item	Number of Individuals	Nights	Lodging per Night	TOTAL LODGING PER "EVENT"	Mileage Allowance	TOTAL MILEAGE PER "EVENT"	TOTAL COST PER "EVENT"	Number of "Events"	TOTAL TRAVEL FOR LINE ITEM	Comments
Deliver Summer '23 Intensive Training	CSD	3	5	\$128.00	\$1,920.00	\$61.50	\$184.50	\$2,104.50	1	\$2,104.50	3 facilitators
Deliver Summer '23 Intensive Training	CSP	3	5	\$128.00	\$1,920.00	\$61.50	\$184.50	\$2,104.50	1	\$2,104.50	3 facilitators
Deliver Summer '23 Intensive Training	CSA - Cohort 2	2	5	\$128.00	\$1,280.00	\$61.50	\$123.00	\$1,403.00	1	\$1,403.00	2 facilitators
Deliver Summer '23 Intensive Training	CSA - Cohort 1	2	3	\$128.00	\$768.00	\$61.50	\$123.00	\$891.00	1	\$891.00	2 facilitators
Deliver Summer '23 Intensive Training	Topics in CS	3	5	\$128.00	\$1,920.00	\$61.50	\$184.50	\$2,104.50	1	\$2,104.50	2 facilitators + 1 Nextech Staff
Deliver Summer '23 Intensive Training	Elementary Intensive	3	5	\$128.00	\$1,920.00	\$61.50	\$184.50	\$2,104.50	1	\$2,104.50	2 facilitators + 1 Nextech Staff
Deliver Summer '23 Intensive Training	Train the Trainer	3	5	\$128.00	\$1,920.00	\$61.50	\$184.50	\$2,104.50	1	\$2,104.50	2 facilitators + 1 Nextech Staff
Deliver 2022-23 Embedded Workshops	K-8	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	30	\$0.00	N/A
Deliver 2022-23 Embedded Workshops	CSP	3	1	\$128.00	\$384.00	\$61.50	\$184.50	\$568.50	4	\$2,274.00	3 facilitators
Deliver 2022-23 Embedded Workshops	Principles of Computing	2	0	\$0.00	\$0.00	\$61.50	\$123.00	\$123.00	4	\$492.00	2 facilitators
Deliver 2022-23 Embedded Workshops	CSF Cohort	2	0	\$0.00	\$0.00	\$61.50	\$123.00	\$123.00	8	\$984.00	2 facilitators
Deliver 2022-23 Embedded Workshops	CSA (Java)	2	0	\$0.00	\$0.00	\$61.50	\$123.00	\$123.00	8	\$984.00	2 facilitators
Deliver 2022-23 Embedded Workshops	WeTeach (Fall '22)	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1	\$0.00	N/A
Deliver 2022-23 Embedded Workshops	WeTeach (Spring '23)	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1	\$0.00	N/A
Deliver 2022-23 Embedded Workshops	CSD	3	1	\$128.00	\$384.00	\$61.50	\$184.50	\$568.50	4	\$2,274.00	3 facilitators
Deliver 2022-23 Interactive Professional Learning Community	Teacher Externship	10	3	\$128.00	\$3,840.00	\$61.50	\$615.00	\$4,455.00	1	\$4,455.00	10 teachers
Deliver 2022-23 Interactive Professional Learning Community	Deliver Coaching Program	1	1	\$128.00	\$128.00	\$61.50	\$61.50	\$189.50	32	\$6,064.00	Nextech Program Manager
Deliver 2022-23 Interactive Professional Learning Community	Deliver Coaching Program	1	1	\$128.00	\$128.00	\$61.50	\$61.50	\$189.50	10	\$1,895.00	Nextech Director of Educator Success
										\$32,238.50	

GRANT AGREEMENT

Contract #000000000000000000072642

This Grant Agreement ("Grant Agreement"), entered into by and between Indiana Department of Education (the "State") and ROSE-HULMAN INSTITUTE OF TECHNOLOGY, INC. (the "Grantee"), 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. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award a Grant of **\$228,996.20** (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Exhibit A** of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 20-20-45 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

FUNDING SOURCE:

If Federal Funds: Program Name per Catalog of Federal Domestic Assistance (CFDA):

CFDA # _____

If State Funds: Program Title Next Level Computer Science Program

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as 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 Grantee.

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with **Exhibit A** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted upon request and shall contain such detail of progress or performance on the Project as is requested by the State.

4. Term. This Grant Agreement commences on **February 13, 2023** and shall remain in effect through **December 31, 2023**. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.

5. Grant Funding.

A. The State shall fund this Grant in the amount of **\$228,996.20**. The approved Project Budget is set forth as **Exhibit A** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

B. The disbursement of Grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

6. Payment of Claims.

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made within thirty-five (35) days in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment will be processed only upon presentation of a form designated by the State. Such form must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.

C. The Grantee agrees to abide by the Grant Budget; except that budget line item transfer of up to ten percent (10%) of the original line item amount may be transferred to other Grant budget line items without State Project Director approval. Transfers exceeding the maximum amount of ten percent (10%) of the budget line item require a budget modification and prior written approval by the State Project Director.

D. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

E. Forms shall be submitted to the State within 60 calendar days following the end of the quarter in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any forms submitted later than 60 calendar days following the end of the quarter in which the services were provided. All final forms and reports must be submitted to the State within 60 calendar days after the expiration or termination of this agreement. Payment for forms submitted after that time may, at the discretion of the State, be denied. Forms may be submitted on a semi-monthly basis. If Grant funds are unexpended at the time that the final form is submitted, all such unexpended grant funds must be returned to the State.

F. Forms must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

7. Project Monitoring by the State. The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full

access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Exhibit A**, the Grant Application, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Exhibit A** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.

A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.331, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, <https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf>. Guidelines for filing the annual report are included in Attachment #1 (Guidelines for Non-governmental Entities).

9. Compliance with Laws.

A. The Grantee 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 enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee 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.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee 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 Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate

this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement 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. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee 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 Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project 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 Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee 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.

G. As required by IC § 5-22-3-7:

(1) The Grantee and any principals of the Grantee certify that:

(A) the Grantee, 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 Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, 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 this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

H. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a

preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.)

10. Debarment and Suspension.

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement 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 Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee 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 Grant Agreement.

11. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee 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 Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee'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; and
- 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 Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee

who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

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

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

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. Funding Cancellation. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, 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 Grant Agreement, it 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.

14. Governing Law. This Grant Agreement 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.

15. Information Technology Accessibility Standards. Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended.

16. Insurance. The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically 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 Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant 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, Grantee

certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee 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 as amended by Executive Order 13672.

18. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Jacob Koressel, Director, Office of Teaching and Learning
Indiana Department of Education
Indiana Government Center North, 9th Floor
100 N. Senate Avenue
Indianapolis, IN 46204

B. Notices to the Grantee shall be sent to:

Matthew Herrick, Sponsored Programs & Compliance Manager
Rose-Hulman Institute of Technology, Inc.
5500 Wabash Avenue
Terre Haute, IN 47803

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

19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 24, below, (2) this Grant Agreement, (3) Exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. Public Record. The Grantee acknowledges that the State will not treat this Grant as containing confidential information, and the State will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

21. Termination for Breach.

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

22. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying

the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

23. Travel. No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Reimbursement for travel expenditures made by the Grantee will be reimbursed in accordance with the requirements of 2 CFR 200.475, which includes the requirement that reimbursed expenditures be consistent with the Grantee's documented travel policy for all travel. In the absence of a documented travel policy, and consistent with the requirements of 2 CFR 200.475(d), expenditures 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.

24. Federal and State Third-Party Contract Provisions. (Cause deleted by agreement of the parties.)

25. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties. The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

26. 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 standard contract clauses (as contained in the *2022 SCM Template*) in any way except as follows:

6. Payment of Claims. (Modified)

9. Compliance with Laws. (Item H. added.)

23. Travel. (Modified)

24. Federal and State Third-Party Contract Provisions. (Cause deleted by agreement of the parties.)

Non-Collusion, Acceptance

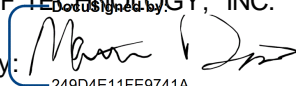
The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

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

ROSE-HULMAN INSTITUTE
OF TECHNOLOGY, INC.

DocuSigned by:
By: 
249D4E11FE9741A...

Title: Associate Vice President for Finance

Date: 5/2/2023 | 13:23 PDT

Indiana Department of Education

DocuSigned by:
By: 
6F48CC506874466...

Title: Chief Financial Officer

Date: 5/3/2023 | 07:54 EDT

Electronically Approved by: Department of Administration By: _____ (for) Rebecca Holw erda, Commissioner	
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: _____ (for) Theodore E Rokita, Attorney General

Attachment #1

Annual Financial Report for Non-governmental Entities

Guidelines for filing the annual financial report:

1. Filing an annual financial report called an Entity Annual Report (E-1) is required by IC 5-11-1-4. This is done through Gateway which is an on-line electronic submission process.
 - a. There is no filing fee to do this.
 - b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
 - c. The E-1 electronical submission site is found at <https://gateway.ifionline.org/login.aspx>
 - d. The Gateway User Guide is found at <https://gateway.ifionline.org/userguides/E1guide>
 - e. The State Board of Accounts may request documentation to support the information presented on the E-1.
 - f. Login credentials for filing the E-1 and-additional information can be obtained using the notforprofit@sboa.in.gov email address.
2. A tutorial on completing Form E-1 online is available at https://www.youtube.com/watch?time_continue=87&v=nPpgtPcdUcs
3. Based on the level of government financial assistance received, an audit may be required by IC 5-11-1-9.

Exhibit A

Designing for Impact: Next Level Computer Science Grant 2023	
State Agency: Indiana Department of Education	
Fiscal Year of Award: 2023	
Legal Vendor Name (School or Agency)	PRISM Project at Rose-Hulman Institute of Technology
Vendor Address	5500 Wabash Avenue, Terre Haute, IN 47803
Grant Point of Contact	Nicki Manion
Grant Cycle: February 13, 2023 - December 31, 2023	
Budget Categories	Requested Amount
Personnel	\$32,223.32
Travel	\$41,252.88
Supplies/Curriculum Materials	\$65,140.00
Contractual	\$1,000.00
Teacher Stipend	\$89,380.00
Other	\$0.00
Total	\$228,996.20
Reimbursement will only be made for charges specifically permitted under the scope of funding and in accordance with Indiana State Law under the approved grant agreement.	



Indiana Department of Education

Dr. Katie Jenner, Secretary of Education

To: Honorable Eric J. Holcomb, Governor of Indiana
Dr. Katie Jenner, Secretary of Education

From: Office of Teaching and Learning

Date: January 15, 2023

Subject: Indiana Code 20-20-45 Next Level Computer Science Program Biannual Report

Background

Indiana Code (IC) 20-20-45 established the Next Level Computer Science (CS) Grant Program and Computer Science Fund to award grants to eligible entities to implement high-quality teacher professional development programs in computer science. Policy indicates that the Indiana Department of Education (IDOE) shall administer the program and fund and, in consultation with the Governor's Office, develop guidelines to award grants beginning June 30, 2019.

IC 20-20-45 requires IDOE to biannually submit a progress report to the Governor regarding the:

1. Development and administration of the program and fund; and
2. Status of public schools in meeting computer science curriculum requirements. This biannual report must be submitted by July 15, 2018 and not later than July 15 and January 15 each year thereafter.

Development and Administration of the Program and Fund Timeline *

IDOE delivers the IC 20-30-5-23 report to the Governor's Office, Indiana General Assembly, Indiana Commission for Higher Education, and State Board of Education.

- | | |
|----------------------|--|
| January 2022 | Indiana commits to participating in a multi-state Data Science Steering Committee. |
| February 2022 | IDOE provides support to schools in the initial stages of computer science implementation. |
| March 2022 | IDOE collaborates with the Governor's Workforce Cabinet to finalize a Next Level Program of Study in Computer Science. |
| April 2022 | IDOE extends current professional development contracts with Nextech and CodeHS to provide additional professional development in summer 2022. |

- May 2022** IDOE attends the Expanding Computing Education Pathways Alliance meeting to develop strategies to increase access to computer science for Indiana K-12 students.
- June 2022** The State Board of Education approves updated Indiana Academic Standards for K-8 Computer Science.
- IDOE collaborates with Nextech and the National Computer Science Teacher Association to host Indiana CSPDWeek for Indiana K-12 educators.
- IDOE attends the State Computer Science Supervisors Workshop to share and learn about successes, challenges, and best practices for implementing computer science education.
- July 2022** The National Governors Association released the final [Chairman’s Initiative Compact to Expand K-12 Computer Science Education](#) signed by 50 governors, including Governor Holcomb.
- IDOE partners with Nextech and CodeHS to develop computer science toolkits for special education and English language learner teachers as well as strategies for computer science integration in math and science.
- August 2022** IDOE launches a new professional development contract with Nextech with an emphasis on professional development for computer science integration for kindergarten through grade eight (K-8) educators, implementing a coaching model for K-12 computer science teachers, and providing the next levels of support for high school educators implementing computer science courses and sequences.
- September 2022** IDOE attends CSEdCon to learn about research and best practices in computer science education from national and international perspectives.
- IDOE begins developing the computer science components of the ILEARN assessment for the 2022 Indiana Academic Standards for Computer Science.
- October 2022** IDOE launches a partnership with TechPoint Foundation for Youth to bring high quality robotics programming to participating schools.
- IDOE completes the onboarding process for participation in the Expanding Computing Education Pathways Common Metrics Project to facilitate the

development of a common framework for monitoring progress in K-12 and higher education computer science education with an emphasis on broadening participation.

November 2022 IDOE launches the K-8 Computer Science Frameworks in the Indiana Learning Lab.

December 2022 IDOE delivers the IC 20-30-5-23 report to the Governor’s Office, Indiana General Assembly, Indiana Commission for Higher Education, and State Board of Education.

IDOE partners with Nextech in delivery of professional development on equitable recruitment strategies to promote enrollment of underrepresented student populations in computer science classes.

IDOE partners with Nextech to recognize winners of the Nextech CSforGood Competition at the Statehouse.

*For timeline information prior to January 1, 2022, see Appendix G.

Training Snapshot by Provider

Since June 1, 2018, over 3,400 Indiana K-12 educators received computer science training through partnerships between IDOE and the following providers*:

*See Appendices A-F for training partner contracts.

CodeHS Computer Science Training Numbers			
Workshop	Description	Total Trained through January 2022	Total Trained through July 2022
New Computer Science Teacher Workshop	Two-day workshop focused on high school teachers who will be teaching a computer science course for the first time	21	21
Computer Science Principles Workshop	Two-day workshop focused on high school teachers who will be teaching AP Computer Science Principles or Computer Science I	7	4
Computer Science A Workshop	Two-day workshop focused on high school teachers who will be teaching AP Computer Science A or Computer Science II	8	8

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Cybersecurity Workshop	Two-day workshop focused on high school teachers who will be teaching Computer Science III: Cybersecurity or will be integrating cybersecurity content into other courses	10	10
Coding Bootcamp	Month-long, intensive, asynchronous session focused on building programming skills.	91	176
Introduction to Computer Science Workshop	Two-day workshop focused on high school teachers who will be teaching Introduction to Computer Science.	10	10
Computer Science I Workshop	Two-day workshop focused on high school teachers who will be teaching Computer Science I.	4	4
K-5 Elementary Workshops	Two-day workshop focused on introducing elementary teachers to computational thinking and student collaboration skills in a computer science classroom.	*	23
Coding in Math	One-day workshop focused on secondary integration of computer science with mathematics.	*	8
Coding in Science	One-day workshop focused on secondary integration of computer science with science.	*	3
Computer Science in Middle School	Four-week virtual session and boot camp focused on middle school teachers who will teach computer science.	*	9
Artificial Intelligence (AI) & Data Science	Four-week virtual session and boot camp focused on high school teachers who will teach AI or Data Science in a secondary computer science course.	*	7
Total Educators Impacted		151	283

Indiana University School of Informatics and Computing Computer Science Training Numbers

Workshop	Description	Total Trained through January 2022	Total Trained through July 1, 2022
Computing by Design Workshop	11 day program intended to help high school teachers implement the Computing by Design (CxD) curriculum of the Informatics Diversity-Enhanced Workforce (iDEW) program.	75	75

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Interdisciplinary Computer Science Workshop	A series of workshops focused on teaching standalone and/or interdisciplinary computer science in middle school and high school.	186	210
PBL Workshop with Computer Science Focus			
Innovation Workshop			
Programming Workshop			
Total Educators Impacted		261	285

IndianaComputes! Computer Science Training Numbers				
Workshop		Description	Total Trained through January 2022	Total Trained through July 1, 2022
Cohort 1	Elementary	Year-long program intended to build teacher computer science content knowledge that culminates in a week-long curriculum development experience.	25	25
	Middle		13	13
	High		9	9
	Multi-Grade		13	13
Cohort 2	Teacher Coaches		16	16
	Elementary		16	16
	Middle		13	13
	High		4	4
Total Educators Impacted			109	109

Nextech Contract #2 - Computer Science Training Numbers			
Workshop	Description	Total Trained through January 2022	Total Trained through July 2022
Computer Science Principles	Nine-day professional development experience for high school teachers including	51	66

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	five-day, intensive training in the summer followed by quarterly Saturday workshops during the school year.		
Computer Science Principles Refresher	Two-day workshop for those who have participated in an initial computer science principles training but want to learn about changes to the course and associated exam.	20	20
Computer Science Discoveries	Nine-day professional development experience for middle and high school teachers including five-day, intensive training in the summer followed by quarterly Saturday workshops during the school year.	101	124
Integrating Computer Science in Middle School	One- or two-day workshop for middle school teachers.	107	120
Elementary Workshops	One- or two-day workshop for elementary teachers.	806	824
Strategic CSforALL Resource & Implementation Planning Tool (SCRIPT)	One- or two-day workshop for district teams.	49	49
Cybersecurity Workshop	Three-day cybersecurity training for high school teachers.	23	23
Computer Science A	Five-day intensive Java training for high school teachers.	34	60
WeTeach Computer Science Licensure Prep	Five-day preparation course for teachers seeking the computer science license addition.	57	78
Pre-K Computer Science Workshop	One day workshop introducing pre-K educators how to engage pre-K students in computer science activities that build as students move on to K-8.	-	20
K-5 Hands-On	Five-day intensive hands-on experience where educators could choose from a menu of professional development options based on	-	82

	implementation strategy and grade level.		
Topics in Computer Science	Five-day intensive professional development to provide training for NLPS 7351 Topics in Computer Science.	-	19
Total Educators Impacted		1248	1485

Nextech Contract #3 - Computer Science Training Numbers		
Workshop	Description	Total Trained through January 2023
Integrating Computer Science in Middle School	One- or two-day workshop for middle school teachers.	28
Elementary Workshops	One day workshop for elementary teachers.	47
Principles of Computing	One-day workshop focusing on professional development for teachers seeking to align curriculum to NLPS 7183 Principles of Computing.	19
WeTeach Computer Science Certification Prep Course	Immersive four-day course designed to provide an overview of the educator competencies to become endorsed to teach computer science in Indiana.	18
Total Educators Impacted		112

In addition to these professional development opportunities, Nextech is implementing a year-long coaching model where experienced Indiana computer science teachers are paired with a computer science teacher seeking support for virtual or in-person mentoring on a consistent basis. Nextech is currently supporting 12 coaching partners.

Project Lead The Way Computer Science Training Numbers			
Workshop	Description	Total Trained through January 2022	Total Trained through July 1, 2022
Computer Science for Innovators and Makers	Five-day training for middle school teachers teaching a computer science course.	63	63
App Creators		46	46

Computer Science Essentials	Up to 10-day training for high schools teaching introductory computer science.	21	21
Computer Science Principles	Up to 10-day training for high school educators teaching AP Computer Science Principles or Computer Science I.	25	25
Computer Science A	Up to 10-day training for high school educators teaching AP Computer Science A or Computer Science II.	13	13
Cybersecurity	Up-to 10-day training for high school educators teaching Computer Science III: Cybersecurity.	25	25
Total Educators Impacted		193	193

Status of Public Schools in Meeting Computer Science Curriculum Requirements

K-8

Prior to the enactment of SEA 172-2018, there was limited availability of computer science-specific data for K-8. IDOE has identified the following as currently-available indicators of progress at these grade levels.

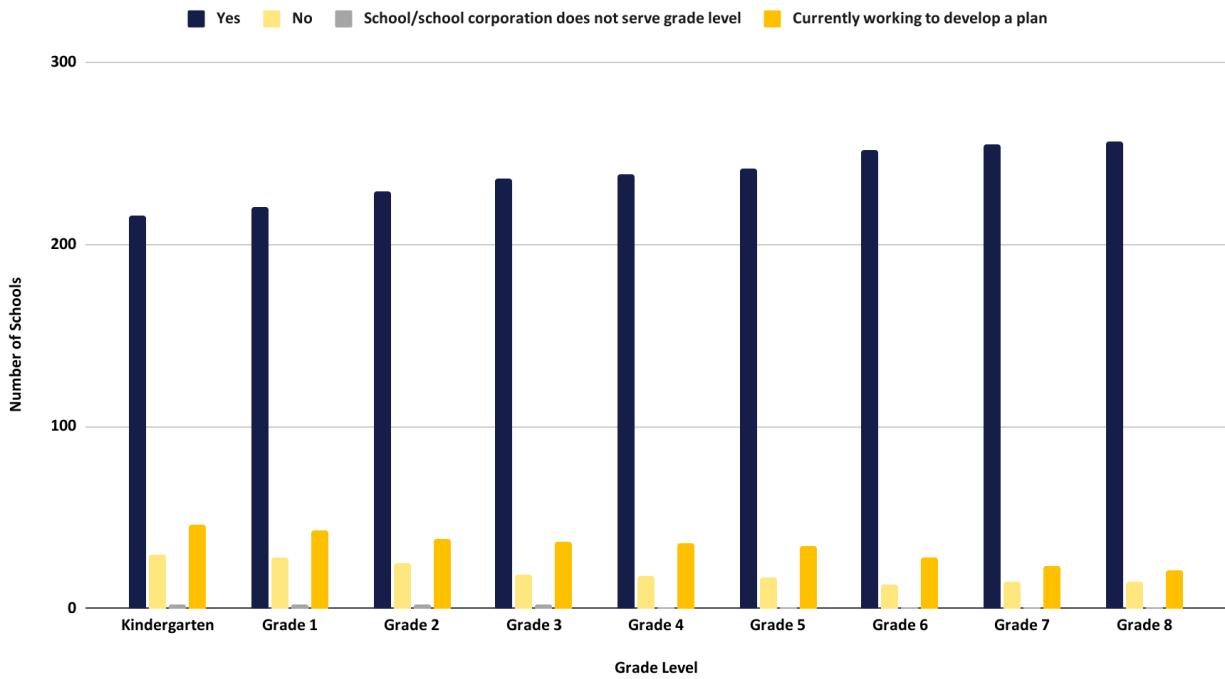
Relevant Elementary and Middle School Student Enrollment Trends *						
Course	Year					
	2016 - 2017	2017 - 2018	2018 - 2019	2019 - 2020	2020 - 2021	2021-2022
0488 Computer Science Middle Level				11852	8827	**
0488 K-2 Computer Science					31961	47945
0488 3-5 Computer Science					39223	54566
0488 6-8 Computer Science					26556	39584
4803 Introduction to Computer Science (Early High School)	46	116	364	1283	980	1673

* Following extensive review, IDOE found inaccuracies in the data reported in the July 2022 SEA 172-2018 report. This dataset has been updated to reflect ongoing efforts to provide accurate data.

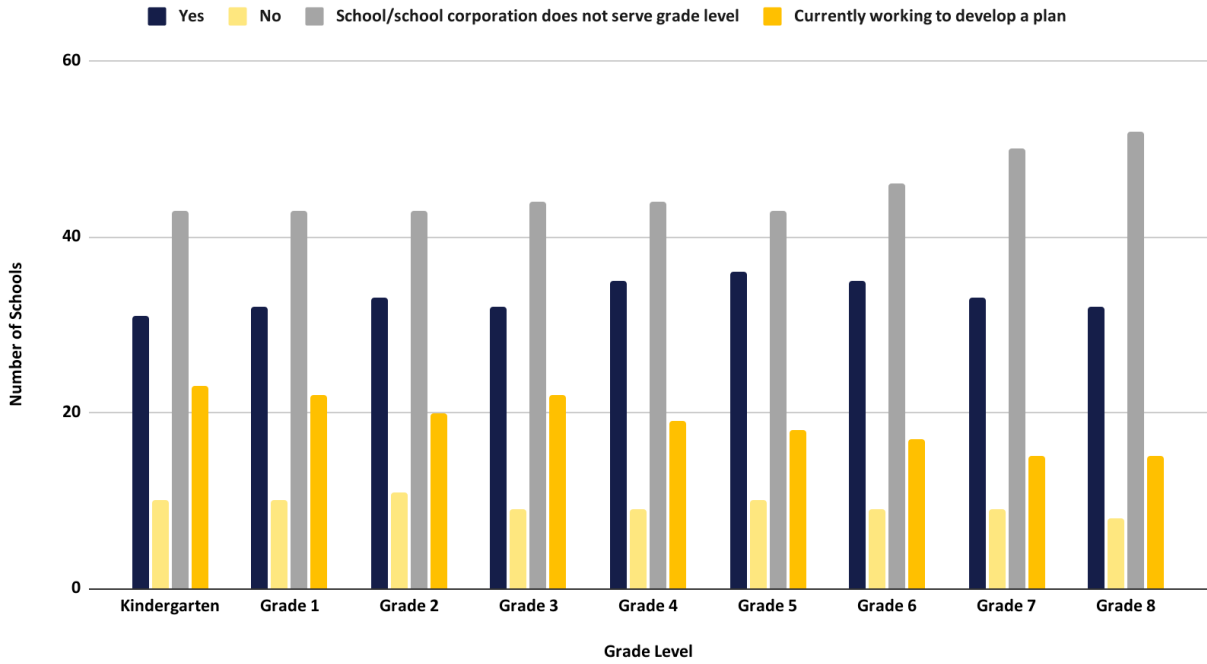
**Computer Science Middle Level was phased out in 2021 to provide aggregated K-8 enrollment data.

Additionally, IDOE included K-8 computer science-related questions in the annual Tech Plan Survey for educators in spring 2022. Visual representations of the results are located on the following pages.

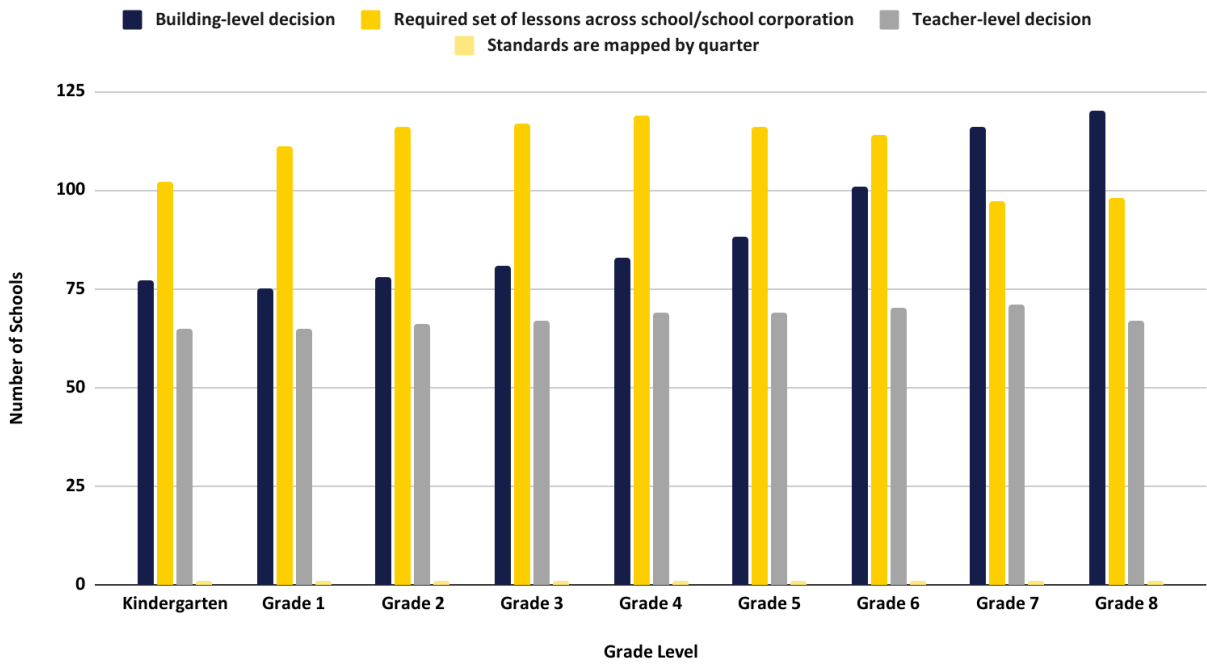
Do your students receive standards-based CS instruction? (Traditional Public Only)



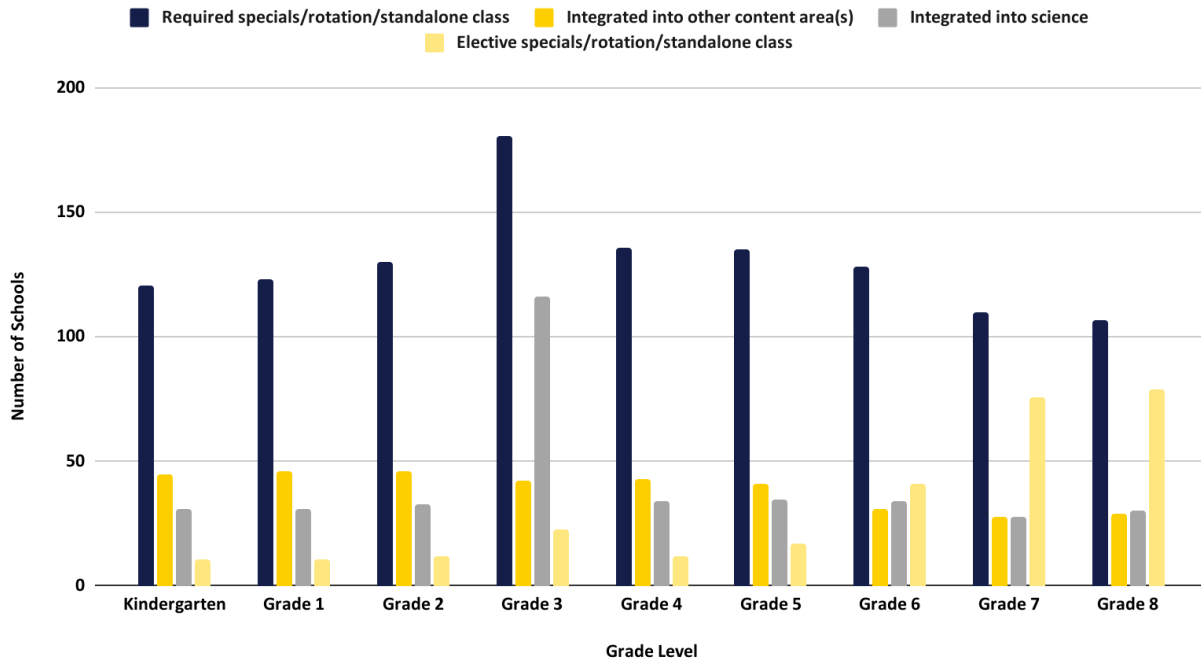
Do your students receive standards-based CS instruction? (Charter Only)



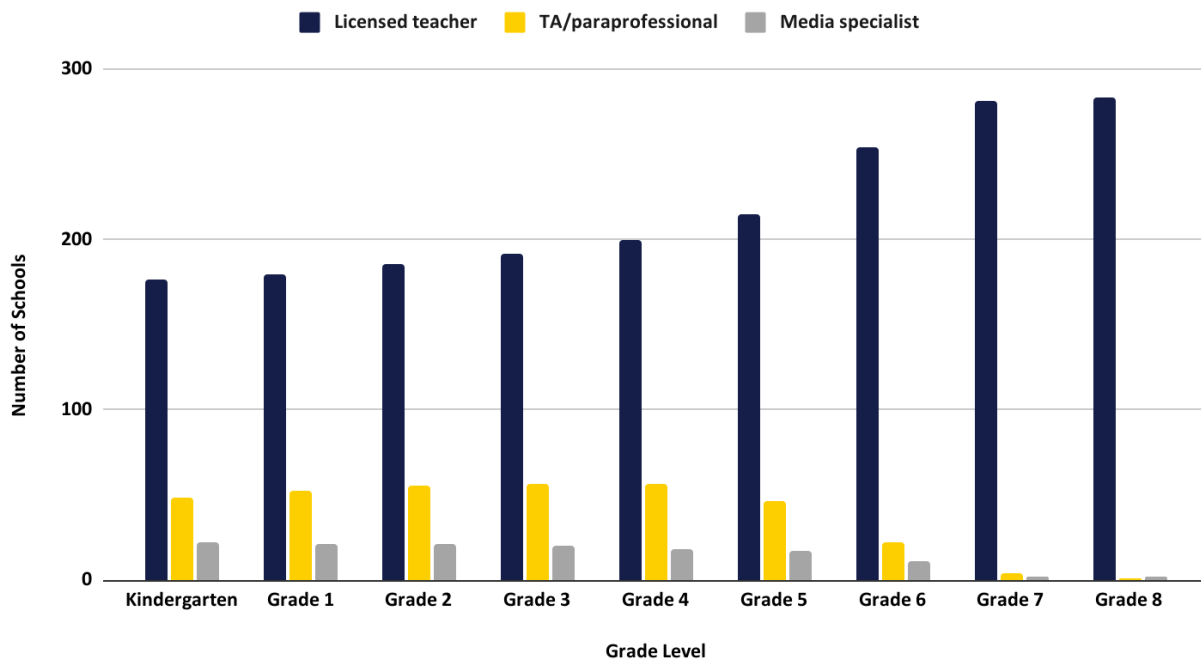
Implementation Strategy (Traditional Public and Charter)



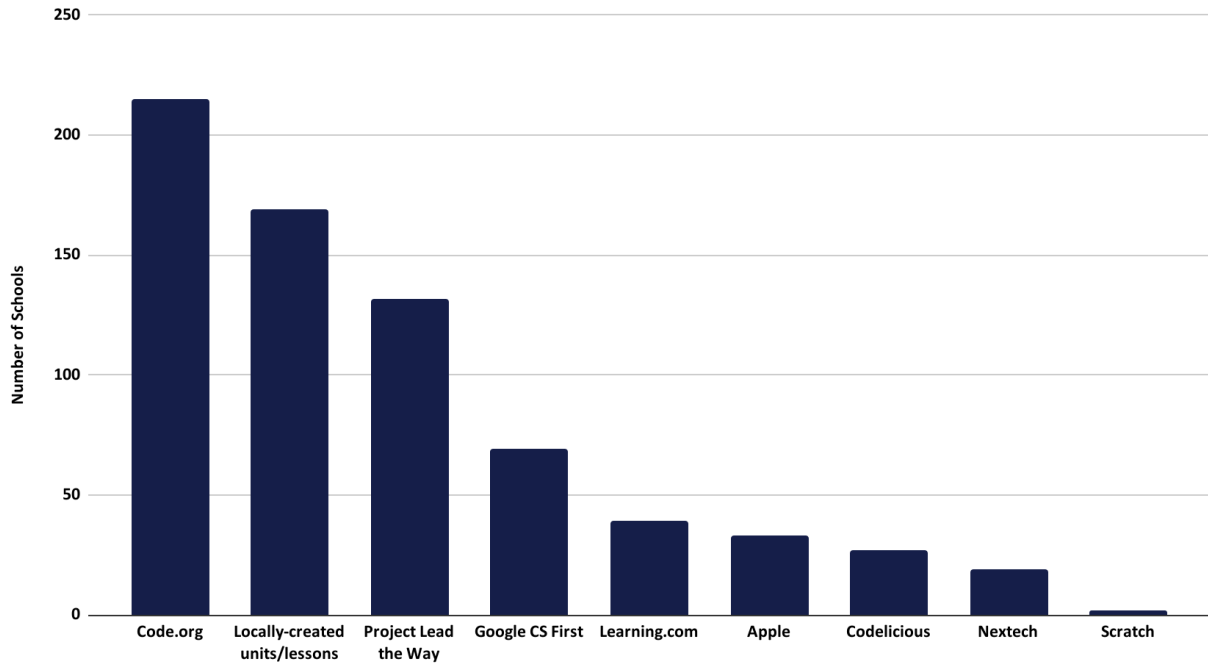
Where does the majority of CS instruction take place? (Traditional Public and Charter)



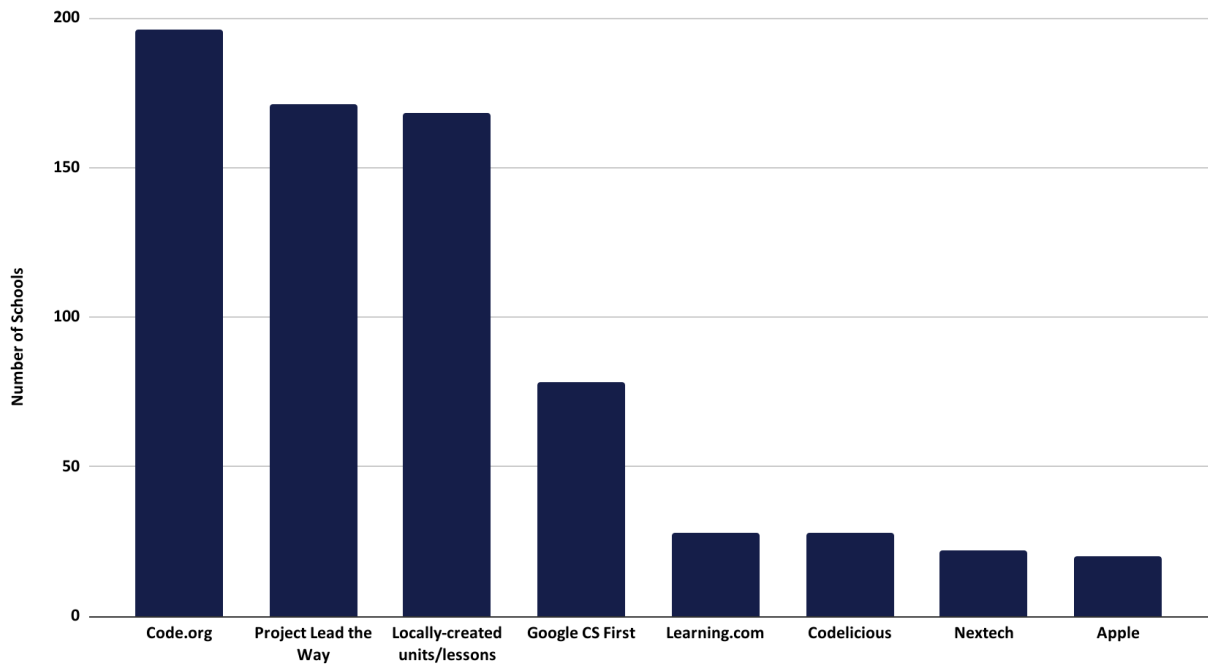
Who delivers the majority of CS instruction? (Traditional Public and Charter)



What CS curriculum providers do you use in K-5? (Traditional Public and Charter)



What CS curriculum providers do you use in 6-8? (Traditional Public and Charter)



Grades 9-12

All Schools			
School Year	Number of Schools	Number of Schools Offering At Least One Computer Science Course	Percentage of All Schools
2016-2017	526	205	39%
2017-2018	537	239	45%
2018-2019	536	277	52%
2019-2020	535	339	63%
2020-2021	540	354	66%
2021-2022	527	396	75%

Traditional Public Schools			
School Year	Number of Schools	Number of Schools Offering At Least One Computer Science Course	Percentage of Schools
2016-2017	368	163	44%
2017-2018	367	186	51%
2018-2019	365	213	58%
2019-2020	366	264	72%
2020-2021	367	279	76%
2021-2022	370	310	84%

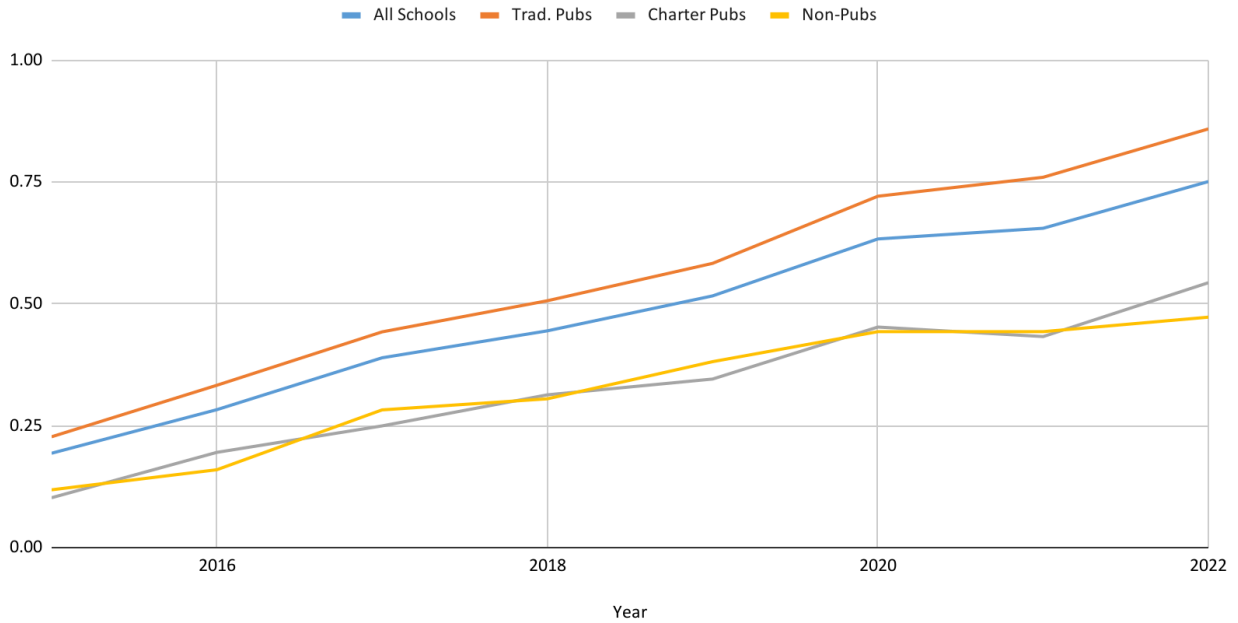
Public Charter Schools			
School Year	Number of Schools	Number of Schools Offering At Least One Computer Science Course	Percentage of Schools
2016-2017	48	12	25%
2017-2018	51	16	31%
2018-2019	52	18	35%
2019-2020	53	24	45%
2020-2021	60	26	43%
2021-2022	57	30	53%

Non-Public Schools			
School Year	Number of Schools	Number of Schools Offering At Least One Computer Science Course	Percentage of Schools
2016-2017	99	28	28%
2017-2018	108	33	31%
2018-2019	110	42	38%

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2019-2020	106	47	44%
2020-2021	106	47	44%
2021-2022	93	44	47%

Percentage of High Schools with Computer Science Course Completions in at Least One CS Course



Traditional Public Schools Without a Computer Science Course												
Locale	2016 - 2017		2017 - 2018		2018 - 2019		2019 - 2020		2020 - 2021		2021-2022	
	#	%	#	%	#	%	#	%	#	%	#	%
City: Large	12	41%	10	37%	6	32%	4	21%	3	16%	3	18%
City: Midsize	9	90%	4	40%	4	40%	3	30%	4	36%	3	27%
City: Small	13	46%	12	43%	10	38%	10	38%	6	26%	3	14%
Rural: Distant	69	68%	60	59%	49	49%	38	38%	36	37%	16	52%
Rural: Fringe	34	55%	31	50%	23	37%	14	23%	9	15%	18	19%
Rural: Remote	2	50%	2	50%	2	50%	1	25%	1	25%	4	7%
Suburb: Large	18	35%	20	38%	19	36%	7	13%	7	14%	1	25%
Suburb: Midsize	2	33%	1	17%	1	17%	0	0%	0	0%	4	9%

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Suburb: Small	6	100%	4	67%	3	50%	3	50%	2	33%	0	0%
Town: Distant	29	58%	26	52%	23	48%	12	25%	9	19%	1	20%
Town: Fringe	11	55%	11	55%	8	40%	5	25%	3	15%	7	15%
Town: Remote	1	100%	1	100%	0	0%	0	0%	0	0%	0	0%
N/A	2	100%	5	100%	8	57%	10	56%	14	54%	0	0%

Public Charter Schools Without a Computer Science Course											
2016-2017		2017-2018		2018-2019		2019-2020		2020-2021		2021-2022	
#	%	#	%	#	%	#	%	#	%	#	%
35	70%	38	69%	35	66%	30	56%	34	57%	27	47%

Non-Public Schools Without a Computer Science Course											
2016-2017		2017-2018		2018-2019		2019-2020		2020-2021		2021-2022	
#	%	#	%	#	%	#	%	#	%	#	%
61	71%	55	65%	68	63%	64	59%	59	56%	49	53%

Since 2017, Indiana has shown consistent growth in the number of all school types offering computer science. Additionally, the number of counties with no computer science offered in traditional public high schools decreased from five in 2020-2021 to two in 2021-2022. Blackford and Warren counties offered no computer science in traditional public high schools in 2021-2022.

2022 Computer Science Course Completion by Grade Level										
Course	Grade									Total
	5	6	7	8	9	10	11	12	13	
Introduction to CS	4	37	158	567	3417	2140	868	630	3	7824
CS I	4	4	9	23	1970	2775	1988	1278	3	8054
CS II	0	0	0	0	10	268	648	551	3	1480
CS III: Cybersecurity	0	0	0	0	0	106	212	288	1	607
CS III: Databases	0	0	0	0	0	47	46	21	0	114
CS III: Informatics	0	0	0	0	0	36	81	54	1	172
CS III: Software Dev	0	0	0	0	0	0	9	55	0	64

CS III: Special Topics	0	0	0	0	0	20	50	50	0	120
AP CS A	0	0	0	0	30	155	373	451	0	1009
AP CS Principles	0	0	0	1	187	514	536	489	2	1729
CS Higher Level, IB	0	0	0	0	0	0	0	0	0	0
CS Standard Level, IB	0	0	0	0	5	21	24	33	0	83
Cambridge Int AS and A	0	0	0	0	0	0	0	0	0	0
Principles of Computing	0	0	0	0	585	611	260	169	0	1625
Software Development	0	0	0	0	0	2	21	17	0	40
Total	8	41	167	591	6204	6695	5116	4086	13	22921

Plans for Continued Growth

1. Engage regional Education Service Centers (ESCs) in developing an outreach plan and support strategy to address remaining compliance gaps.
2. Ensure timely and relevant professional development opportunities continue to be available for teachers of all backgrounds across all grade levels.
3. Identify additional strategies for supporting and engaging schools that are experiencing barriers to computer science implementation.
4. Continue existing partnerships with organizations such as TechPoint Foundation for Youth, Girls Who Code, Expanding Computing Education Pathways Alliance, CSforIN, and others to continue scaling computer science education across Indiana.
5. Leverage the Expanding Access to Well-Rounded Courses Grant to develop creative solutions for offering computer science courses in non-traditional ways.
6. Maintain a high level of support and technical assistance for schools and districts.

Conclusion

Indiana is fortunate to have a supportive policy climate supporting computer science education. Combined with state-supported professional development efforts, this has resulted in tremendous growth of computer science implementation in Indiana’s K-12 schools over the past few years. The data and indicators outlined above demonstrate this growth and also highlight areas where continued or expanded support is necessary. Successes of note include:

- The percentage of all high schools (public, public charter, and non-public) offering at least one computer science course reached an all-time high of approximately 75% in the 2021-2022 school year.
- The number of Indiana counties where no high schools are offering at least one computer science course has reached an all-time low of less than 1%.
- The vast majority of K-8 public schools are either currently teaching computer science standards or developing a plan to teach computer science standards.
- New career and technical education (CTE) programs of study have been aligned with postsecondary and industry credentials.

Areas for improvement:

- While the number of high school students taking a computer science course has reached 19,377, this number only represents approximately 6% of high school students.
- High school student participation in advanced computer science coursework is relatively low.
- Anecdotal evidence and survey results indicate that identifying a teacher may be a barrier to computer science implementation in some schools.

With continued support from IDOE, the Indiana General Assembly, the Governor's Office, Indiana K-12 schools, families, and other public and private stakeholders, Indiana can continue to expand computer science education and opportunities for students and be a recognized leader in computer science education across the United States.

Appendices

Appendix A - CodeHS Contract (October 1, 2019 - July 31, 2022)

Appendix B - Indiana University Contract (October 1, 2019 - July 31, 2022)

Appendix C - Nextech Contract (October 1, 2019 - July 31, 2022)

Appendix D - Notre Dame Contract (February 10, 2020 - July 31, 2022)

Appendix E - Project Lead The Way Contract (May 1, 2020 - July 31, 2022)

Appendix F - Nextech Contract (August 1, 2022 - June 30, 2023)

Appendix G - SEA 172 Gov CS Report, July 2022

AMENDMENT #4
CONTRACT #0000000000000000000040237

This is an Amendment to the Contract (the "Contract") entered into by and between the Indiana Department of Education (the "State") and CODEHS, INC. (the "Contractor") approved by the last State signatory on February 20, 2020.

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

No additional time is being added to the Contract. It shall terminate on **July 31, 2022**.

The consideration during this extension period is **\$224,250**. Total remuneration under the Contract is not to exceed **\$488,250**.

The Contract is amended by the following:

1. Duties of Contractor.

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

The Contractor will perform duties set forth in **Exhibit D** of Amendment #3 and **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 the rate indicated in **Exhibit D** of Amendment #3 and **Exhibit E**, attached and fully incorporated by reference for performing the duties of the Contract. Total remuneration under this Contract shall not exceed **\$488,250**.

34. Notice to Parties.

Paragraph 34. relating to Notice to Parties, Item A., is hereby modified by the following:

A. Notices to the State shall be sent to:

Karriane Polk-Meek, Director of Office of Teaching & Learning
Indiana Department of Education
Indiana Government Center North, 9th Floor
100 N. Senate Avenue
Indianapolis, IN 46204

37. Payments.

Paragraph 37. relating to Payments, Item E. is hereby modified by the following:

E. Payments shall not exceed \$488,250 for the period of October 1, 2019 through July 31, 2022.

Funding Summary

October 1, 2019 through July 31, 2022 (Original Contract)	\$156,000
October 1, 2019 through July 31, 2022 (Amendment #1)	\$ 42,000
October 1, 2019 through July 31, 2022 (Amendment #2)	\$ 0
October 1, 2019 through July 31, 2022 (Amendment #3)	\$ 66,000
October 1, 2019 through July 31, 2022 (Amendment #4)	<u>\$224,250</u>

Total remuneration under this Contract shall not exceed \$488,250.

50. State Boilerplate Affirmation Clause.

Paragraph 50. relating to State Boilerplate Affirmation Clause, is hereby modified by addition of the following:

34. Notice to Parties. (Item A., Modified)

37. Payments. (Item E., Modified)

All matters set forth in the original Contract, Amendment #1, Amendment #2, and Amendment #3 and not affected by this Amendment shall remain in full force and effect.

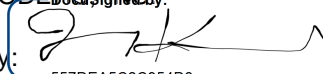
Non-Collusion and Acceptance

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. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

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

CODEHS, INC.
By: 
557DEA5C2C954D3...

Title: CEO

Date: 4/25/2022 | 10:31 EDT

Indiana Department of Education
By: 
6F48CC506874466...

Title: Chief Financial Officer

Date: 4/25/2022 | 11:37 EDT

Electronically Approved by: Department of Administration By: _____ (for) Rebecca Holw erda, Commissioner	
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: _____ (for) Theodore E Rokita, Attorney General

Exhibit E

K-12 Teacher Professional Development	Virtual Bootcamps (Python, JavaScript, and Cybersecurity)	105	\$1,650.00	\$173,250.00
	Elementary Workshops (Lower and Upper)			
	Workshop + Bootcamp (Artificial Intelligence/Data Science and Middle School CS)			
	Virtual Mini Workshops (Coding in Math and Coding in Science)			
Elementary Curriculum License	Elementary Curriculum School License for Elementary Workshop Participants	30	\$1,500.00	\$45,000.00
			Amount added via amendment	\$224,250.00

AMENDMENT #1**CONTRACT #0000000000000000000040748**

This is an Amendment to the Contract (the "Contract") entered into by and between the Indiana Department of Education (the "State") and TRUSTEES OF INDIANA UNIVERSITY (the "State Educational Institution," an institution referred to in IC § 21-7-13-32(b)), approved by the last State signatory on April 20, 2020.

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

The purpose of this Amendment is to delete **Exhibit A** of the original Contract in its entirety and replace with **Exhibit B**, attached and fully incorporated by reference.

The Contract Agreement is hereby extended for an additional period of twelve months. It shall terminate on **July 31, 2022**.

The consideration during this extension period is **\$1,593,363.74**. Total remuneration under the Contract is not to exceed **\$2,088,131.11**.

The Contract is amended by the following:

1. Duties of the State Educational Institution.

Paragraph 1. relating to Duties of the State Educational Institution, is hereby deleted in its entirety and replaced with the following:

The State Educational Institution will provide professional development in Computer Science for up to 75 Indiana high school teachers. The duties of the State Educational Institution are set forth on **Exhibit B**, attached hereto and incorporated fully herein.

2. Consideration.

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

The State Educational Institution will be paid in accordance with the budget in **Exhibit B** for performing the duties set forth above. Total remuneration under this Contract shall not exceed **\$2,088,131.11**.

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 thirty-four months. It shall commence on **October 01, 2019** and shall remain in effect through **July 31, 2022**.

25. Notice to Parties.

Paragraph 25. relating to Notice to Parties, Item A, is hereby modified by the following:

A. Notices to the State shall be sent to:

Dr. Jennifer Jensen, Director, Secondary Learning
Indiana Department of Education

Indiana Government Center North, 9th Floor
100 N. Senate Avenue
Indianapolis, IN 46204

26. Payments.

Paragraph 26. relating to Payments, Item D. is hereby added as follows:

D. Payments shall not exceed \$2,088,131.11 for the period of October 1, 2019 through July 31, 2022.

Funding Summary

October 1, 2019 through July 31, 2022 (Original Contract)	\$494,767.37
October 1, 2019 through July 31, 2022 (Amendment #1)	<u>\$1,593,363.74</u>

Total remuneration under this Contract Agreement shall not exceed \$2,088,131.11

35. State Boilerplate Affirmation Clause.

Paragraph 35. relating to State Boilerplate Affirmation Clause, is hereby modified by following:

- 26. Payments.** (Item D. added)
- 25. Notice to Parties.** (Item A., modified)

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

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. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCT S.GBL

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

TRUSTEES OF INDIANA UNIVERSITY

By: *Jeff Skaggs*
0DC7A53A99854DB...

Title: Senior Contract Officer

Date: 4/23/2021 | 13:26 PDT

Indiana Department of Education

By: *Tracy Brown - 00700*
6F48CC506874466...

Title: Chief Financial Officer

Date: 4/29/2021 | 17:19 EDT

Electronically Approved by: Department of Administration By: _____ (for) Lesley A. Crane, Commissioner	
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: _____ (for) Theodore E. Rokita, Attorney General

Exhibit B

Organization: Indiana University

Contact Name: Steven Martin, Cassie Lockwood, Mathew Palakal

Contact Email: iuprop@iu.edu, csilverm@iu.edu, mpalakal@iupui.edu

Scope of Work

During the summer of 2020, Indiana University (IU) will provide the professional development experience outlined below for up to 75 Indiana high school teachers. IU will be reimbursed for training activities on a per participant basis in the amount indicated in the attached budget (aside from Program Start-Up Costs, which can be drawn from as-needed). Reimbursements will only be provided for teachers of public and public charter schools. In general, registration priority should be given to teachers of public schools and public charters, as well as teachers at schools with no existing computer science programs or that have not participated in computer science professional development in the past.

On a monthly basis, IU will invoice the Indiana Department of Education (IDOE) for all reimbursable training activities to date. At that time, IU will provide IDOE with a training progress update. Additional updates (in-person or virtual) may be requested by IDOE on an as-needed basis. Members of IDOE may attend/observe any IDOE-funded workshop as desired.

Informatics Diversity-Enhanced Workforce (iDEW) Professional Development

- Target Audience: 9-12 Educators
- Target Number of Educators to be Trained: 75
- Details: There will be three training groups of up to 25 participants. Training will consist of on-site and remote components totaling approximately 11-12 days. The training will launch remotely with a checklist of online materials to review prior to the four-day on-site training. The schedule of the on-site training, by group, will be as follows:

	Group 1	Group 2	Group 3
Day 1:	PBL training	PBL training	PBL training
Day 2:	AppDesign Module	IoT Module	GameDesign Module
Day 3:	GameDesign Module	AppDesign Module	IoT Module
Day 4:	IoT Module	GameDesign Module	AppDesign Module

On-site training will be followed by an extended period (up to two weeks) of remote work with support and review from the iDEW team. During this time, teachers will follow the CxD principles (Research, Design, Prototype, and Implement) and complete an appropriate project (AppDesign, IoT, etc.) as a student. Teachers will also formulate a draft syllabus and classroom management plan. The iDEW team will provide a template and guidebook for planning and will provide ongoing support during this period to help teachers fully develop the project. Teachers will submit their finished project online, as a student, for evaluation and assessment. At the

culmination of the remote work, participants will return for one more day of on-site training. A portfolio-based assessment will be carried out at the end of the training period.

IU will subcontract with two entities, TechServ and Engaging Solutions, who will assist with marketing, teacher recruitment, and logistics. Participants outside reasonable commuting distance will be provided with lodging for the duration of on-site training sessions, free of charge.

This contract shall begin on October 1, 2019, and expire on July 31, 2021. IU will be eligible for an extension or renewal at the IDOE's option.

Scope of Work - Indiana University

Purpose/Background

IC 20-30-5-23 requires that, after June 30, 2021, each public and public charter school include computer science in the curriculum for students in grades K-12. In order to meet this requirement, schools/districts are in need of teacher professional development opportunities to ensure that teachers have the computer science content knowledge and confidence to bring high-quality computer science learning experiences to their students. Indiana University has recognized expertise in computer science education and have developed a variety of experiences to help K-12 teachers bring computer science to their students.

Contractor Responsibilities/Deliverables

By July 31, 2022, Indiana University will provide a variety of computer science professional development opportunities for Indiana K-12 teachers. Indiana University will be reimbursed for training activities on a per participant or per activity basis up to the amounts indicated in the attached budget (aside from any fixed costs, which may be utilized as-needed). Reimbursements will only be provided for teachers of public and public charter schools. In general, registration priority should be given to teachers of public schools and public charters, as well as teachers at schools with no existing computer science programs or that have not participated in computer science professional development in the past. Workshops should take place in a variety of locations around the state where possible.

On a quarterly basis, Indiana University will invoice IDOE for all reimbursable training activities to date. At that time, Indiana University will provide IDOE with a training progress update. Additional updates (in-person or virtual) may be requested by IDOE on an as-needed basis. Members of IDOE may attend/observe any IDOE-funded workshop as desired.

See the attached Summary of Activities document for detailed sample workshop descriptions.

Timeline for Project

This contract shall begin on October 1, 2019 and expire on July 31, 2022.

	Activity	Target Number of Participants	Cost Per Participant	Total Cost
10/1/2019 to 12/31/2020	Program Start-Up Costs			\$69,413.12
	Summer iDEW Training Program and Follow-Up	75	\$5,671.39	\$425,354.25
1/1/2021 to 7/31/2022	Fixed Costs - PBL Workshops			\$90,000.74
	Technology Workshops	300	\$1,414.14	\$424,242.00
	Computing by Design Innovation Workshops	300	\$1,436.22	\$430,866.00
	Short CS Projects Workshops	300	\$1,566.67	\$470,001.00
	Repository of Discrete Learning Activities	90	\$1,980.60	\$178,254.00
	Total			\$2,088,131.11
			Previous Contract Amount	\$494,767.37
			Amount Added via Amendment	\$1,593,363.74

AMENDMENT #3
CONTRACT #0000000000000000000040208

This is an Amendment to the Contract (the "Contract") entered into by and between the Indiana Department of Education (the "State") and NEXTECH.ORG, INC. (the "Contractor") approved by the last State signatory on February 6, 2020.

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

No additional time is being added to the Contract. It shall terminate on **July 31, 2022**.

The consideration during this period is **\$403,535**. Total remuneration under the Contract is not to exceed **\$1,978,802.26**.

The Contract is amended by the following:

1. Duties of Contractor.

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

The Contractor will provide workshops on Teacher Professional Development in Computer Science for Indiana middle school and high school teachers. Details of the Duties are described in **Exhibit C** of Amendment #2 and **Exhibit D**, 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 C** of Amendment #2 and **Exhibit D**, attached and fully incorporated by reference for performing the duties of the Contract. Total remuneration under this Contract shall not exceed **\$1,978,802.26**.

34. Notice to Parties.

Paragraph 34. relating to Notice to Parties, Item A. is hereby modified as follows:

A. Notices to the State shall be sent to:

Karrienne Polk-Meek Director, Office of Teaching & Learning
Indiana Department of Education
Indiana Government Center North, 9th Floor
100 N. Senate Avenue
Indianapolis, IN 46204

37. Payments.

Paragraph 37. relating to Payments, Item E. is hereby modified as follows:

E. Payments shall not exceed \$1,978,802.26 for the period of October 1, 2019 through July 31, 2022.

Funding Summary

October 1, 2019 through July 31, 2022 (Original Contract)	\$641,686.00
October 1, 2019 through July 31, 2022 (Amendment #1)	\$ 42,945.00
October 1, 2019 through July 31, 2022 (Amendment #2)	\$890,636.26
October 1, 2019 through July 31, 2022 (Amendment #3)	<u>\$403,535.00</u>

Total remuneration under this Contract shall not exceed \$1,978,802.26

50. State Boilerplate Affirmation Clause.

Paragraph 50. relating to State Boilerplate Affirmation Clause, is hereby modified by the following:

34. Notice to Parties. (Item A., Modified)

37. Payments. (Item E., Modified)

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

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. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

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

NEXTECH.ORG, INC.

By: 
AD403D8900334F2...

Title: president

Date: 4/22/2022 | 13:35 EDT

Indiana Department of Education

By: 
6F48CC506874466...

Title: Chief Financial Officer

Date: 4/22/2022 | 14:15 EDT

Electronically Approved by: Department of Administration By: _____ (for) Rebecca Holw erda, Commissioner	
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: _____ (for) Theodore E Rokita, Attorney General

Exhibit D

Scope of Work - Nextech

Purpose/Background

IC 20-30-5-23 requires that, after June 30, 2021, each public and public charter school include computer science in the curriculum for students in grades K-12. In order to meet this requirement, schools/districts are in need of teacher professional development opportunities to ensure that teachers have the computer science content knowledge and confidence to bring high-quality computer science learning experiences to their students. Nextech is an Indiana non-profit that provides nationally-recognized computer science professional development opportunities to teachers across the state.

Contractor Responsibilities/Deliverables

**The following is in addition to activities outlined in the previous Scope of Work for this contract.

By July 31, 2022, Nextech will provide the workshops outlined below for Indiana K-12 teachers. Nextech will be reimbursed for training activities as outlined in the attached budget. In general, registration priority should be given to teachers of public schools and public charters, as well as teachers at schools with no existing computer science programs or that have not participated in computer science professional development in the past.

By the 15th of each month, Nextech will invoice the Indiana Department of Education (IDOE) for all creation, delivery, curriculum, materials, and supplies, and stipend expenses related to activities outlined below from the previous month. At that time, Nextech will provide IDOE with a training progress update. Additional updates (in-person or virtual) may be requested by IDOE on an as-needed basis. Members of IDOE may attend/observe any IDOE-funded workshop as desired.

Approval of Deliverables

All deliverables provided by Nextech.org will be sent to IDOE for review and feedback. Nextech will implement revisions and feedback per the direction of IDOE. IDOE will approve and sign-off on all of the following but not limited to: deliverables, materials, workshops, agendas, meeting minutes, and anything public facing.

Date(s)	Deliverable	Target # of Participants
June 27 - July 1, 2022	<u>Hands-On CS for K-5 Teachers</u> <ul style="list-style-type: none"> ● Target Audience: K-5 Educators ● Description: Nextech will create and deliver this 5-day experience where participants will practice weaving computational thinking and interdisciplinary connections together with core content while exploring areas such as robotics and unplugged activities. Participants will receive necessary curriculum, materials, and supplies needed to fully participate in the professional development experience and implement the full curriculum in their classrooms. 	60
June 10, 2022 June 11, 2022 July 8, 2022	<u>Pre-K Computer Science Workshop</u> <ul style="list-style-type: none"> ● Target Audience: Pre-K Educators ● Description: Nextech will create and deliver this one-day experience where participants will learn how to engage Pre-K students in computer science activities that build as students move on to grades K-8. Participants will receive necessary curriculum, materials, and supplies to fully participate in the professional development experience and implement the full range of activities in their classrooms. This opportunity will be offered three times in locations mutually-determined by IDOE and Nextech. Participants will receive a \$200 stipend upon completion of the workshop. 	48
June/July 2022	<u>English Language Learner (ELL) and Special Education Resource Hubs</u> <ul style="list-style-type: none"> ● Target Audience: K-12 Educators ● Description: Nextech will create and deliver two resource collections in the Indiana Learning Lab designed to assist K-12 teachers in removing barriers to CS understanding for ELL and Special Education student populations. A minimum of eight resources will be included in each collection (ELL and Special Education). ● Note: All webinar recordings and resources/materials developed by Nextech as part of this proposal and curated in the Indiana Learning Lab are owned by IDOE at the conclusion of the contract. 	N/A

Date(s)	Deliverable	Target # of Participants
Week of July 18, 2022	<p><u>Virtual Classroom-Career Connection Experience for Teachers</u></p> <ul style="list-style-type: none"> ● Target Audience: K-12 Educators ● Description: Nextech will deliver a full-day, virtual computer science conference, modeled after tech and educational conferences, designed to inspire teachers to engage K-12 students in computer science and technology. This includes direct interaction with CS/technology industry professionals. Teachers will be empowered to make their own agenda by choosing topics that interest them most from a menu of options that connect classroom topics to real-world experiences. Participants will receive a \$200 stipend upon completion of the Classroom-Career Connection Experience. 	48
June/July 2022	<p><u>Summer of Learning</u></p> <ul style="list-style-type: none"> ● Target Audience: K-12 Educators ● Description: Nextech will deliver computer science PD experiences at up to 12 Summer of Learning Conferences (specific sites are still being finalized). Participants will receive necessary curriculum, materials, and supplies to fully participate in the professional development experience and implement the full range of activities in their classrooms. Nextech will be eligible for a reimbursement of \$1,426 per workshop for delivery and \$2,000 per workshop for curriculum, materials, and supplies. Workshop topics will vary by site and may include: <ul style="list-style-type: none"> ○ Code.org CS Fundamentals ○ Unpacking the (NEW!) CS Standards and Integrating Computer Science ○ Integrating Computer Science using Artificial Intelligence ○ Integrating Computer Science using Digital Citizenship 	240

Date:	Deliverable	Target # of Participants
Week of June 27th, 2022	<u>Code.org's CS Discoveries</u> <ul style="list-style-type: none"> ● Target Audience: Grades 6-10 Educators ● Description: Nextech is already slated to deliver this five-day professional learning program designed to prepare teachers before their first year teaching CS Discoveries. This line item of the budget is specifically to provide program participants with necessary curriculum, materials, and supplies to fully participate in the professional development experience and implement the full-course curriculum in their classrooms. 	75
Week of June 27th, 2022	<u>Counselors 4 Computing</u> <ul style="list-style-type: none"> ● Target Audience: 6-12 Guidance Counselors ● Description: Nextech will deliver the Counselors for Computing (C4C) program which provides information and resources that help school counselors join the front line of the computing conversation. During this 1-day intensive workshop, school counselors are provided with professional development, knowledge, and resources to give all students access to transformative computer science opportunities. School counselors try their hand at computing through interactive experiences, such as Code Studio and "Sorting Networks." Participants will receive necessary materials and supplies to fully participate in the experience and implement strategies in their schools to increase student access to computing education and careers. 	25

2022 Amendment	Workshops	Hands-On CS for K-5 Teachers	Creation of 5-day intensive program	\$7,761.00
			Delivery delivery of 5-day intensive program to 60 participants	\$47,070.00
			Curriculum, materials, and supplies for 60 participants	\$115,560.00
		Pre-K Computer Science Workshops	Creation of one-day Pre-K workshop	\$4,000.00
			Delivery of three one-day Pre-K workshops	\$10,032.00
			Curriculum, materials, and supplies for 48 participants	\$38,400.00
			Stipends at \$200 per day for 48 participants	\$9,600.00
		ELL/Special Education Resource Hubs	Creation of eight ELL resources and eight special education resources	\$28,000.00
			Delivery of resources to the Indiana Learning Lab	\$4,000.00
		Virtual Classroom-Career Connection Experience for Teachers	Delivery of full-day experience	\$25,500.00
			Curriculum, materials, and supplies for 48 participants	\$2,900.00
			Stipends at \$200 per day for 48 participants	\$9,600.00
		Summer of Learning	Delivery of 12 workshops at Summer of Learning Conference sites	\$17,112.00
			Curriculum, materials, and supplies for 240 participants	\$24,000.00
		CS Discoveries Workshop	Curriculum, materials, and supplies for 75 participants	\$30,000.00
		Counselors 4 Computing	Delivery of full-day experience	\$29,000.00
			Materials and supplies for 25 participants	\$1,000.00
			Amount Added via amendment	\$403,535.00

AMENDMENT #2
CONTRACT #0000000000000000000040745

This is an Amendment to the Contract (the "Contract") entered into by and between the Indiana Department of Education (the "State") and UNIVERSITY OF NOTRE DAME DU LAC (the "Contractor") approved by the last State signatory on March 17, 2020.

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 **July 31, 2022**.

No additional consideration is being added during the extension period. Total remuneration under the Contract is not to exceed **\$623,608**.

The purpose of this Amendment is to delete **Exhibit A** of the original contract and **Exhibit B** of Amendment #1 and replace with **Exhibit C**, attached and fully incorporated by reference.

The Contract is hereby amended as follows:

1. Duties of Contractor.

Paragraph 1, relating to Duties of Contractor, is hereby deleted in its entirety and replaced with the following:

The Contractor will develop and manage IndianaComputes, a K-12 program offering Computer Science professional development to Indiana educators. Details of the Duties are described in **Exhibit C**, 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 C**, attached and fully incorporated by reference for performing the duties of the Contract. Total remuneration under this Contract shall not exceed **\$623,608**.

3. Term.

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

This Contract shall commence on **February 10, 2020** and shall remain in effect through **July 31, 2022**.

32. Minority and Women's Business Enterprises Compliance.

Paragraph 32, relating to Minority and Women's Business Enterprises Compliance, is included as it was in the original contract:

Award of this Contract was based, in part, on the Minority and/or Women's Business Enterprise ("MBE" and/or "WBE") participation plan as detailed in the Minority and Women's Business Enterprises Subcontractor Commitment Form, commonly referred to as "Attachment A" in the

procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by MWBE Compliance and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term.

The following MBE/WBE Division ("Division") certified MBE and/or WBE subcontractors will be participating in this Contract:

MBE or WBE	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
------------	--------------	-------	-------------------------	---------

	<i>WBE - Braun Analytics, LLC</i>	<i>(574) 635-5977</i>	<i>marcia@braunanalytics.com</i>	<i>4%</i>
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Briefly describe the MBE and/or WBE service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:

Braun Analytics, LLC – pre- and post-test statistical data analyses. Correlation and multivariate analyses.

A copy of each subcontractor agreement must be submitted to the Division within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to MWBECompliance@idoa.IN.gov, or mailed to MWBE Compliance, 402 W. Washington Street, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to MWBECompliance@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to Division certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report Division certified subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

34. Notice to Parties.

Paragraph 34, relating to Notice to Parties, Item A. is hereby modified as follows:

A. Notices to the State shall be sent to:

Dr. Jennifer Jensen, Director, Secondary Learning
 Indiana Department of Education
 Indiana Government Center North, 9th Floor
 100 N. Senate Avenue
 Indianapolis, IN 46204

37. Payments.

Paragraph 37, relating to Payments, Item E. is hereby modified as follows:

E. Payments shall not exceed \$623,608 for the period of February 10, 2020 through July 31, 2022.

Funding Summary

February 10, 2020 through July 31, 2022 (Original Grant)	\$578,608
February 10, 2020 through July 31, 2022 (Amendment #1)	\$ 45,000
February 10, 2020 through July 31, 2022 (Amendment #2)	\$ <u>0</u>

Total remuneration under this Contract Agreement shall not exceed \$623,608.

50. State Boilerplate Affirmation Clause.

Paragraph 50, relating to State Boilerplate Affirmation Clause, is hereby modified by the following:

34. Notice to Parties. (Item A. modified.)

37. Payments (Item E. modified.)

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

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. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCT S.GBL

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

UNIVERSITY OF NOTRE DAME DU LAC

Indiana Department of Education

By: *Greg Luttrell*
0A3D29A44D774DC...

By: *Tracy Brown - 00700*
6F48CC506874466...

Title: Director, Research Contracts

Title: Chief Financial Officer

Date: 4/26/2021 | 09:13 EDT

Date: 4/29/2021 | 17:16 EDT

Electronically Approved by: Department of Administration By: _____ (for) Lesley A. Crane, Commissioner	
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: _____ (for) Theodore E. Rokita, Attorney General

Exhibit C

REVISED Cost Proposal Narrative
***IndianaComputes* Proposal for**
Indiana RFP 20-009 K-12 Teacher Professional Development in Computer Science
Revision: April 20, 2020

The scope of higher education faculty involvement from the 12 partner institutions around the state requires that *IndianaComputes* funding for each partner institution be assured. The revised Cost Proposal Budget, therefore, has identified Direct and Indirect costs as “fixed” costs that will be required to implement the program, regardless of the number of participants. That is, these “fixed” costs would be the same for 1 or 1,000 participants. Participant Support costs, however, are determined based on the number of participants recruited to the *IndianaComputes* program up to the maximum indicated in the proposal. Ultimately, there is no “ceiling” to the number of participants, except for the Participant Support costs.

The Cost Proposal Narrative and Cost Proposal Summary was revised to reflect the need for the “fixed” costs of this program with amendments to the original Cost Proposal as follows:

- Revision submitted November 4, 2019: In the revision submitted November 4, 2019, the line item for Marketing subcontractor JAM was removed, as the inclusion of the subcontractor was not considered a “value add” to the proposal. The funding for this line item was moved to the Materials and Supplies line to provide additional supplies to all partner institutions for “face-to-face” events and general marketing materials. *IndianaComputes* was also informed that refreshments for professional development “face-to-face” events cannot be funded with Indiana RFP 20-009 Teacher Professional Development in Computer Science funds. This has been removed from the Cost Proposal Narrative, and all partner institutions have been informed of this restriction. *IndianaComputes* retained these funds to defray facilities rental, maintenance costs, and technology support for the “face-to-face” events at each site.
- Revision requested November 25, 2019: Per the e-mail communication from Indiana Department of Education Computer Science Specialist, Jake Koressel, on November 22, 2019, the line items for proposed travel to regional or national conferences and the policy expansion were not considered a “value add” to the proposal. As a result, these line items were removed from the Cost Proposal Narrative Direct and Indirect Costs (“Fixed” costs). An addition to the Project Programming costs that was allowed is travel costs for a facilitator to conduct the Capstone Summer training in a location that might not be close to any CS Homeroom. These travel costs are included below and will be provided for each CS Homeroom site. The Cost Proposal Summary shows all changes for both the individual subcontractors and for the indirect costs.
- Revision requested April 20, 2020:
 - After review from the assigned University of Notre Dame Grant Program Manager, it was discovered that Indirect costs were mis-calculated and should be \$1,162 less than stated. After discussion with Jake Koressel on April 17, 2020, it was decided to increase the Materials and Supplies line item to accommodate this difference but not change the overall amount of the “Fixed” Costs (\$308,608). This is reflected in the spreadsheet and in the narrative discussion below for the specific line items.
 - Per discussion with Indiana Department of Education Computer Science Specialist Jake Koressel on April 13, 2020, *IndianaComputes* respectfully requests an additional \$45,000 to create a cohort group of 30 teachers from the K-8 grade levels for participation in research that evaluates teacher and cross-correlated student impacts using our professional development model. The current national model for K-8 CS teacher training is a single, one-day program (at most, two days); facilitated by people with little or no formal training in computer science, delivered from outside a research envelope. Simply put, without execution of professional development (PD) models that employ accepted practice in educational research, the state is limited in its ability to best evaluate where and at what levels subsequent funding dollars should be spent in CS teacher PD.

IndianaComputes believes, and the literature supports, that the K-8 grade bands are critical in student development of all STEM dispositions, including computer science. Further, the literature supports that best practice teacher PD is sustained and includes:

- formative and summative assessment,
- affect measures, and
- classroom observation (virtual and when possible, face to face).

Some funds exist for eligible high school (grades 9-12) teachers to participate in formal and rigorous computer science preparation, but this is not the case for K-8 teachers - even though the critical role K-8 plays in STEM preparation is recognized. Without this key funding support, K-8 teachers are “dis-incented” from pursuing

formal CS training beyond the typical one-day offering, as that pursuit would require out of pocket expense. By supporting a K-8 Cohort group, the state can gather important cost-benefit data on its investment in K-8 teachers to acquire foundational computer science skills.

The proposed cohort group would earn 3 hours of graduate Computer Science credit with successful participation in a rigorous, foundational CS course that has been specially designed for teachers. Creating the funded cohort group now provides research efficiencies in establishing comparison groups across the K-12 bands, permits data analysis for fine-tuning of this PD model, and allows timely exploration of funding sources for programmatic sustainability.

All teachers who participate in graduate work will be required to complete additional content that is not required for non-graduate coursework participants. Some of the content will include teachers across all grade bands, but almost all of the additional content utilizes differentiated learning strategies to create a deeper dive in grade banded work (K-8 vs 9-12). On the content side, the graduate cohort members will explore, in greater depth, the content modules on programming, problem solving, AI/machine learning, Cybersecurity, and Data Science. Reflection exercises and labs in these topics will engage these teachers with greater rigor, appropriate to a graduate course but still differentiated by grade band (K-8 vs 9-12). On the pedagogical side, the graduate cohort will also explore the pedagogical content in greater depth, including assessment, classroom simulations, and educational research reflective of their personal interests; again, differentiated by grade band.

IndianaComputes programmatic content was designed for and will be delivered within a formal research envelope. Including K-8 teachers in the graduate level program supports a grade banded matched pair design (graduate coursework vs non-graduate coursework), permitting the exploration of several critical educational research questions, including relationships between teacher affect and deep content knowledge, student impact and teacher deep content knowledge, and more.

The revision to the Cost Proposal reflects a \$45,000 increase in the award amount as reflected in the January 29, 2020 Cost Proposal Narrative. *IndianaComputes* retains all Direct and Indirect Costs (i.e. “fixed costs”) to develop and implement the program.

COST PROPOSAL NARRATIVE: DIRECT AND INDIRECT (“fixed costs”) Personnel

PD/PI – \$0 – Karen Morris (UND) will serve as PD/PI for the proposed project and will be responsible for coordinating all aspects of it. She will contribute 0.1 FTE (1.2 person months). No salary support is requested. The University of Notre Dame will provide the time she contributes to the project as an in-kind contribution.

Administrative Assistant – \$10,000 – to appoint an individual with the necessary qualifications to provide the project with administrative support. Total is calculated as 20 hours per month, 240 hours total at an hourly wage of \$25 per hour and fringe benefit rate of 52.3% (the University’s current rate for non-exempt employees).

Other Direct Costs

Materials and Supplies – \$11,342 – costs associated with the general consumable supplies and services necessary for the University to administer the project (i.e., shipping costs, teleconferencing services, ADA accommodations, etc.), start up marketing materials for recruitment at state-wide conferences and meetings or visits to schools (e.g., banner for meetings, handouts), and supplies for the “face-to-face” events: the Kick Off meeting at the program start and the four-day Summer Capstone at program conclusion.

Project Programming – The 12 IHE collaborating on this project will provide the programming described in the technical proposal. Funds are requested to support the costs associated with these activities. The costs for the University of Notre Dame (which are representative of the other 11 IHEs) will include:

- Facilitator – \$10,750 – Joe Kintzel (UND) will facilitate 21 online sessions during the school year and provide coaching to the 75 teachers participating in these sessions. He will also help develop content for the online sessions for high school teachers. Finally, he will serve as an instructor for the summer capstone for high school teachers. Cost is calculated as a stipend of \$400 per day for 25 days and fringe benefits at a rate of 7.5% (the University’s current rate for contract employees).
- Facilitator Travel – Up to \$770 – travel to support Summer Capstone activities at sites that are more than one-hour, oneway travel from a facilitator’s CS Homeroom. This includes: hotel for 4 nights at \$94.00-125.00/night; meal per

diem of \$26 per day; mileage reimbursement of \$0.38 cents per mile.

- *Summer Capstone Facilitator for Elementary Teachers* – \$1,720 – stipend of \$400 per day for 4 days with fringe benefit rate of 7.5%.
- *Summer Capstone Facilitator for MS Teachers* – \$1,720 – stipend of \$400 per day for 4 days with fringe benefit rate of 7.5%.
- *Kick-Off Event* – \$375 – defrays facilities rental, parking, maintenance costs, and technology support.
- *Summer Capstone Workshop* – \$3,000 – defrays facilities rental, parking costs, maintenance costs, and technology support.

The 11 other IHE participating in this project will incur similar costs, with each IHE choosing the best mix of personnel and precise event costs to most benefit the project. Please see the budgets for each IHE included in the subcontract documents attachment for detailed information regarding their budgets.

Project Evaluation – \$30,000 – to support a subcontract with Braun Analytics to complete an evaluation of the proposed program – assessment of program satisfaction; support in the development, implementation and evaluation of pre-post teacher CS skills assessment that includes self-efficacy and CK and PK skill mastery; provide reports that contribute to overall IDEO report mid-term and final.

Indirect Costs

Indirect costs are charged as a percentage of the proposed project's modified total direct costs (MTDC). Participant support costs are excluded from the MTDCs, but the first \$25,000 of each subcontract is included as part of the MTDC total. The University's current indirect cost rate for on campus research activities is 54.5%. Per the current policy at the IDOE, a reduced indirect cost rate of 8% will be applied to the budget for this proposed project.



Indiana Department of Education

Dr. Katie Jenner, Secretary of Education

Scope of Work - University of Notre Dame

Purpose/Background

IC 20-30-5-23 requires that, after June 30, 2021, each public and public charter school include computer science in the curriculum for students in grades K-12. In order to meet this requirement, schools/districts are in need of teacher professional development opportunities to ensure that teachers have the computer science content knowledge and confidence to bring high-quality computer science learning experiences to their students. Notre Dame is an advocate for computer science education and has built support across a network of institutions of higher education.

Contractor Responsibilities/Deliverables

By July 31, 2022, Notre Dame will provide a year-long professional development experience (including a mentoring program) to Indiana K-12 teachers.

In addition to offering extended support and leadership building for the first year cohort, *IndianaComputes!* (ICI) will pursue a second year cohort. Part of their sustainability model will be to work toward developing teacher capacity at the building level, as on-site peer coaches can accelerate the emergence of local best practices by being already knowledgeable about local scope and sequencing, resource availability, etc.

It is important to note that ICI does not depend on their developed cadre to create additional facilitators. Instead, ICI will build a cadre of school level peer mentors. Program coaches will always be staffed by IHE personnel, to retain deep content knowledge and to keep up with new developments in Computer Science and Computer Science Education. By using academic partners to coach teachers, the state will be assured that each teacher cohort group receives un-capped coaching in CS content, and that the content evolves to pace developments in the fast moving world of CS.

This no-cost extension, therefore, will be used to implement this next phase of ICI with the establishment of the ICI Mentor Program. The goals of this Program will be to:

- Expand *IndianaComputes!* content to new cohort of teachers
- Develop deep competency with Year 1 *IndianaComputes!* learners

- Utilize and test the growing resources repository that engage K-12 classroom students

The **ICI Mentor Program** will run from July 1, 2021 through June 30, 2022 and consist of the following components:

- **CS Coaches:**
 - Identification: CS coaches will be recruited from the current *IndianaComputes!* program. Identification will be those who have outstanding grades in the *IndianaComputes!* course (determined from Canvas submissions). Part of the selection process will include interview and survey information around recruitment planning and willingness to work within a data driven project. A maximum of 20 teachers will be recruited as teacher coaches.
 - Recruitment: CS Coaches will be responsible for recruiting and retaining a minimum of 5 teachers from their schools, corporations, or areas. These are the "recruits".
 - Training: CS Coaches will be trained by *IndianaComputes!* the CS Head Faculty and IHE Mentors to work with adult learners
 - Implementation: CS Coaches will participate in and provide support for the weekly Synch Sessions through the three *IndianaComputes!* units: Programming, Data, and Cybersecurity. As CS Coaches become facile with the content. IHE Mentors will release responsibility of the Synch Sessions to the CS Coaches.
 - Instruction: mentors will also identify, use, and assess the efficacy of *IndianaComputes!* resource repository.
- ***IndianaComputes!* IHE Faculty Mentors:**
 - IHE Faculty Mentors supervise 5 CS Coaches
 - IHE Faculty Mentors provide content-level support for CS Coaches.
- ***IndianaComputes!* Synchronous Session Instructors**
 - Provide instruction of all Modules
 - Grade all submitted activities
- **Recruits (new Cohort):**
 - Goal will be for 100 new teachers recruited for Cohort 2.
 - Learn CS content using *IndianaComputes!* course modules over the course of a year.
- **Project Support:**
 - Project Manager: manages the program and provides support in developing the Mentor Training Program.
 - CS Head Faculty: maintains program vision, course content, and coherence, guides Instructional Designer, and develops Mentor Training Program.

- o **Administrative Support:** administrative support, consistent communications, website maintenance, and supporting teacher participants in Canvas.
- o **Instructional Design:** productionize the modules so that they are 'stand alone' and have a coherent look and feel.

Budget Narrative

DIRECT COSTS:

1. Project Implementation Subtotal = \$80,000
 - a. CS Coaches = \$30,000
 - i. The maximum number of CS Coaches will be 20.
 - ii. CS Coaches will be expected to recruit 5 Teachers from their local school, corporation or community. These are the Recruits
 - iii. CS Coaches provide instructional support in conjunction with the Synch Sessions, 21 modules over three units.
 - iv. CS Coaches will be paid at a rate of \$500 per completed Unit for a total of \$1,500 per year. A unit is "complete" when Recruits submit the exit project and the post test for each module, and participate in the Gallery Walk.
 - b. *IndianaComputes!* Faculty = \$50,000
 - i. IHE Faculty Mentors: \$30,000
 1. The maximum number of IHE Faculty Mentors will be 5.
 2. Each IHE Faculty Mentor will collaborate with 4 CS Coaches.
 3. IHE Faculty Mentors provide CS Coaches with additional content support. Part of the responsibility of the coach-mentor team is to engage in reflection on pedagogical choices and answer any content questions that arise as IHE Faculty Mentors release responsibility to CS Coaches and CS Coaches' leadership roles emerge.
 4. Paid at a rate of \$2,000 per completed Unit for a total of \$6,000 per year. A Unit is complete with the submission of the exit project and the post test, and participation in the Gallery Walk.
 - ii. Synch Session Providers: \$20,000
 1. The maximum number of Synch Session Providers will be 2.
 2. Synch Session Providers will conduct module Synch Sessions and grade submitted work.
 3. Paid at a rate of \$1,000 per month for 10 months of the project.
2. Project Support Subtotal = \$40,400
 - a. Project Manager: \$20,000

- i. Karen Morris (UND) will continue to serve as PD/PI for the project and will be responsible for coordinating all program components. The FTE for this project is 2.54 months which include fringe benefits.
 - b. CS Head Faculty: \$10,000
 - i. Michele Roberts (IU) will be named to this role.
 - ii. The CS Head Faculty will be responsible for training CS Coaches and IHE Faculty Mentors, and maintaining a community of practice for the mentor-coach pairs.
 - iii. The CS Head Faculty will direct the Instructional Designer regarding the production of *IndianaComputes!* module content the various LMSs.
 - iv. The CS Head Faculty will complete technical improvements to the existing curriculum, including LMS expansion, stand alone module creation, and the personalized professional development user interface.
 - v. The CS Head Faculty will direct the research for this project with contributions from the Project Manager and the IHE Faculty Mentors.
 - vi. Total is calculated as 25 hours per month for 10 months at a rate of \$40/hour. This is a contract hire and there are no fringe benefits.
 - c. Administrative Assistant: \$10,400
 - i. The Administrative Assistant will support the communication efforts of *IndianaComputes!*
 - ii. The Administrative Assistant will manage and maintain the Canvas system for CS Coaches, Recruits, IHE Faculty Mentors, and Synch Session Providers.
 - iii. The Administrative Assistant will track Recruit module completion and prepare PGP Certificates for the Project Manager to distribute.
 - iv. The Administrative Assistant will manage calendar and resource updates for the *IndianaComputes!* website.
 - v. Total is calculated as an average of 20 hours per week for 40 weeks of effort, at an hourly wage of \$13 per hour. As this position is a contract, part-time hire, there are no fringe benefits.
- 3. Instructional Designer Subtotal = \$30,000
 - a. Instructional Designer is TBD.
 - b. Total is calculated as estimated 25 hours per module to productionize 21 modules = 525 hours. Rate is \$57.14/hour, based on average hourly rate on Salary.com
 - c. This is a contract hire and there are no fringe benefits.

TOTAL DIRECT COSTS = \$150,400

INDIRECT COSTS = \$12,032

Indirect costs are charged as a percentage of the proposed project's Direct Costs. Participant support costs are excluded from the Direct Costs and indirects do not apply.

For the purposes of the No Cost Extension, funds remaining are Participant support costs. Since these funds will be transitioned to use for program supports, the amount needed for program support will be charged as an indirect cost.

The University's current indirect cost rate for on campus research activities is 54.5%. Per the current policy at the IDOE, a reduced indirect cost rate of 8% will be applied to the No Cost Extension program budget for this proposed project.

TOTAL DIRECT AND INDIRECT COSTS = \$162,432

TOTAL PARTICIPANT SUPPORT = \$60,000

Stipends are \$600 per year per teacher and are distributed when Recruits complete the program. Total number of Recruits in budget = 100.

TOTAL COST = \$222,432

Timeline for Project

This contract shall begin on February 10, 2020 and expire on July 31, 2022.

	Category	K-5	6-8	9-12	Total
2020-2021	Personnel	\$3,300.00	\$3,300.00	\$3,400.00	\$10,000.00
	Materials and Supplies	\$3,781.00	\$3,781.00	\$3,780.00	\$11,342.00
	UND	\$6,624.33	\$5,855.33	\$5,855.34	\$18,335.00
	BSU	\$7,302.33	\$6,532.33	\$6,532.34	\$20,367.00
	GC	\$7,164.33	\$6,394.33	\$6,395.34	\$19,954.00
	ISU	\$7,235.33	\$6,465.33	\$6,465.34	\$20,166.00
	IUB	\$28,691.32	\$25,611.32	\$25,612.36	\$79,915.00
	IWU	\$7,133.33	\$6,363.33	\$6,363.34	\$19,860.00
	PFW	\$7,164.33	\$6,394.33	\$6,395.34	\$19,954.00
	UE	\$6,875.33	\$6,105.33	\$6,106.34	\$19,087.00
	USI	\$7,209.33	\$6,439.33	\$6,439.34	\$20,088.00
	Braun Analytics	\$10,000.00	\$10,000.00	\$10,000.00	\$30,000.00
	Indirect Costs	\$6,514.00	\$6,513.00	\$6,513.00	\$19,540.00
	Participant Stipends	Participants can earn up to \$300 dollars for completing the 2020-2021 program.			\$47,563.95
Graduate Credit Costs for K-8 Teachers	\$25,500.00	\$19,500.00	\$0.00	\$45,000.00	
2021-2022	CS Coaches Stipends	20 teacher coaches will earn \$500 per completed unit for three units (\$1,500 total). 20 x \$1,500 = \$30,000			\$30,000.00
	IHE Faculty Mentors	5 faculty mentors will engage with small groups of teacher coaches and be paid at a rate of \$2,000 per completed unit for three units (\$6,000 total). 5 x \$6,000 = \$30,000.			\$30,000.00
	Synch Session Providers	2 faculty will conduct regular synchronous sessions to support teacher participants. They will be paid at a rate of \$1,000 per month for ten months (\$10,000 total). 2 x \$10,000 = \$20,000.			\$20,000.00
	Project Manager	PI for project will coordinate all aspects of the project. 2.54 months FTE.			\$20,000.00
	CS Head Faculty	Oversees faculty mentors and synch session providers. Will make updates to curriculum and monitor progress of program. 25 hours per month for ten months at \$40 per hour. 25 x 10 x \$40 = \$10,000.			\$10,000.00
	Administrative Assistant	Manage communications, track recruitment, maintain calendar, provide program support. 20 hours per week for 40 weeks at \$13 per hour. 20 x 40 x \$13 = \$10,400.			\$10,400.00
	Instructional Designer	Productionize 21 content modules. 25 hours per module at \$57.14 per hour. 21 x 25 x \$57.15 = \$30,003.75.			\$30,003.75
	Indirect Costs	Calculated at 8% of direct costs (does not include participant support)			\$12,032.30
	Participant Support	Stipends of \$600 will be provided to up to 100 teacher participants that complete the program. \$600 x 100 = \$60,000.			\$60,000.00
	Total				\$623,608.00

AMENDMENT #1
CONTRACT #0000000000000000000040148

This is an Amendment to the Contract (the "Contract") entered into by and between the Indiana Department of Education (the "State") and PROJECT LEAD THE WAY, INC. (the "Contractor") approved by the last State signatory on June 12, 2020.

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

The purpose of this Amendment is to delete **Exhibit A** of the original Contract in its entirety and replace with **Exhibit B**, attached and fully incorporated by reference.

The Contract is hereby extended for an additional period of twelve months. It shall terminate on **July 31, 2022**.

No additional consideration is being added to the Contract. Total remuneration under the Contract is not to exceed **\$865,000**.

The Contract is amended by the following:

1. Duties of Contractor.

Paragraph 1. relating to Duties of Contractor, is hereby deleted in its entirety and replaced with the following:

The Contractor will provide workshops on Teacher Professional Development in Computer Science for Indiana middle school and high school teachers. Details of the Duties are described in **Exhibit B**, 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 the amounts in **Exhibit B**, attached and fully incorporated by reference for performing the duties of the Contract. Total remuneration under this Contract shall not exceed **\$865,000**.

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 twenty-seven months. It shall commence on **May 1, 2020** and shall remain in effect through **July 31, 2022**.

34. Notice to Parties.

Paragraph 34. relating to Notice to Parties, Item A., is hereby modified by the following:

- A. Notices to the State shall be sent to:

Richard McKnight, Project Coordinator
Indiana Department of Education

115 W. Washington Street, South Tower, Suite 600
Indianapolis, IN 46204

37. Payments.

Paragraph 37. relating to Payments, Item E., is hereby added as follows:

E. Payments shall not exceed \$865,000 for the period of May 1, 2020 through July 31, 2022.

Funding Summary

May 1, 2020 through July 31, 2022 (Original Contract)	\$865,000
May 1, 2020 through July 31, 2022 (Amendment #1)	<u>\$ 0.00</u>

Total remuneration under this Contract shall not exceed \$865,000.

50. State Boilerplate Affirmation Clause.

Paragraph 50. relating to State Boilerplate Affirmation Clause, is hereby modified by the following:

34. Notice to Parties. (Item A., Modified)

37. Payments (Item E., Added)

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

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. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures


I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

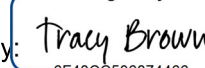
https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCT S.GBL

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

PROJECT LEAD THE WAY, INC.

Indiana Department of Education

By: 
DEB53FAE8FE5486...

By: 
6F48CC506874466...

Title: EVP & Chief Administrative Officer

Title: Chief Financial Officer

Date: 2/3/2021 | 12:02 PST

Date: 2/10/2021 | 14:06 EST

Electronically Approved by: Department of Administration By: _____ (for) Lesley A. Crane, Commissioner	
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: _____ (for) Curtis T. Hill Jr., Attorney General

Exhibit B

Organization: Project Lead The Way (PLTW)

Contact Name: Sean Cosgrove

Contact Email: scosgrove@pltw.org

Scope of Work Narrative

PLTW will provide the workshops outlined below for Indiana middle school and high school teachers. PLTW will be reimbursed for training activities on a per participant basis in the amounts indicated in the attached budget. Reimbursements will only be provided for teachers of public and public charter schools. In general, registration priority should be given to teachers of public schools and public charters, as well as teachers at schools with no existing computer science programs or that have not participated in computer science professional development in the past. Workshops should take place in a variety of locations around the state where possible. While in-person training is preferred, online training is reimbursable excluding the travel costs associated with each program (\$700/participant for Gateway and \$1,500 per participant for Computer Science).

On a quarterly basis, PLTW will invoice the Indiana Department of Education (IDOE) for all reimbursable training activities to date. At that time, PLTW will provide IDOE with a training progress update. Additional updates (in-person or virtual) may be requested by IDOE on an as-needed basis. Members of IDOE may attend/observe any IDOE-funded workshop as desired.

Where applicable, PLTW will also allow the IDOE Computer Science Grant to pair with the PLTW Computer Science Grant in an effort to offset curriculum costs and/or training costs for additional teachers. PLTW will provide additional information on those additional teachers trained through the PLTW Computer Science Grant as the information becomes available.

PLTW Gateway (Middle School)

- Program: Computer Science for Innovators and Makers
 - Target Audience: 6-8 Educators
 - Target Number of Public Educators to be Trained: 125
- Program: App Creators
 - Target Audience: 6-8 Educators
 - Target Number of Educators to be Trained: 125

PLTW Computer Science (High School)

- Program: Computer Science Essentials

- Target Audience: 9-12 Educators
- Target Number of Public Educators: 20
- Program: Computer Science Principles
 - Target Audience: 9-12 Educators
 - Target Number of Public Educators: 30
- Program: Computer Science A
 - Target Audience: 9-12 Educators
 - Target Number of Public Educators: 20
- Program: Cybersecurity
 - Target Audience: 9-12 Educators
 - Target Number of Public Educators: 30

If training takes place virtually, travel funds may be utilized to purchase course materials/supplies or train additional teachers according to the information included below:

Middle School

- App Creators - This course would be granted at only the \$1,200 amount to cover teacher professional development.
- Computer Science for Innovators and Makers - This course would be granted the originally proposed amount of \$1,900. This would cover teacher professional development at \$1,200 and an additional \$700 for travel if in person training is selected next summer or equipment costs.

High School

These courses would be granted the originally proposed amount of \$3,900. This would cover teacher professional development at \$2,400 and an additional \$1,500 to be used either for travel if in person training is selected or to be applied to equipment costs. If Computer Science A is selected, the additional funds could be used to train a second teacher or to purchase PLTW supplies for a different PLTW CS course.

- Computer Science Essentials
- Cybersecurity
- Computer Science Principles (new 2020-21 school year)

This contract shall begin on May 1, 2020, and expire on July 31, 2022. PLTW may be eligible for an extension or renewal at the IDOE's option.

Activity		Target Number of Participants (If all In-person)	Cost Per Participant	Total Cost
PLTW Gateway (Middle School)	Computer Science for Innovators and Makers	125	\$1,900.00	\$237,500.00
	App Creators	125	\$1,900.00	\$237,500.00
PLTW Computer Science (High School)	Computer Science Essentials	20	\$3,900.00	\$78,000.00
	Computer Science Principles	30	\$3,900.00	\$117,000.00
	Computer Science A	20	\$3,900.00	\$78,000.00
	Cybersecurity	30	\$3,900.00	\$117,000.00
Total		350		\$865,000.00
<p>*Per participant costs include tuition and travel expenses. For middle school, this is \$1,200 for tuition and \$700 for travel. For high school, this is \$2,400 for tuition and \$1,500 for travel. **If the virtual option is chosen, travel funds may be utilized to purchase course supplies/material per the information included in the Scope of Work.</p>				

PROFESSIONAL SERVICES CONTRACT

Contract #000000000000000000064690

This Contract ("Contract"), entered into by and between Indiana Department of Education (the "State") and NEXTECH.ORG, INC. (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. The Contractor shall provide the following services relative to this Contract:

The Contractor will provide a variety of intensive and embedded professional development opportunities for teachers at all levels of experience and background related to computer science, as well as develop and foster engagement in an interactive professional learning community. Details of the Duties are described in **Exhibit A** attached and fully incorporated by reference.

2. Consideration. The Contractor will be paid in accordance with the budget included in **Exhibit A** for performing the duties set forth above. Total remuneration under this Contract shall not exceed **\$1,032,802**.

3. Term. This Contract shall be effective for a period of eleven months. It shall commence on **August 01, 2022** and shall remain in effect through **June 30, 2023**.

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.

A. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. 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.

B. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. Additionally, the Contractor shall provide prompt written notice to the State of any change in the Contractor's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

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 "Contractor" under 2 C.F.R. 200.331 for purposes of this Contract. However, if it is determined that the Contractor is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and

Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

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. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

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.* and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** 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, 35-44.1-1-4, 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 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 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, 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.

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 any 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, 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, the Contractor may cancel and terminate this Contract and institute measures to collect 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 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 the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

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

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

17. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated 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 the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- A. 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.
- B. 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.
- C. 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. 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-competition agreements that may be in effect. This release will be at no cost to the State or the employee.

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 or as soon as is reasonably possible under the circumstances 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. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, 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 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, its agents, officials, and employees from all third party 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 will not provide 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 or joint venture agreement between the parties. 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 Contractor shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

26. Indiana Veteran Owned Small Business Enterprise Compliance. Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise ("IVOSB") participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as "Attachment A-1" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA's Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term.

The following certified IVOSB subcontractor(s) will be participating in this Contract:

IVOSB	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
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None

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to IndianaVeteransPreference@idoa.IN.gov, or mailed to IDOA, 402 W. Washington Street, Room W-462, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to <mailto:IndianaVeteransPreference@idoa.IN.gov> for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report IVOSB certified subcontractor payments directly to the Division of Supplier Diversity, as reasonably requested and in the format required by the Division of Supplier Diversity.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

27. Information Technology Enterprise Architecture Requirements. If this Contract involves information technology-related products or services, the Contractor agrees that all such products or services are compatible with any of the technology standards found at <https://www.in.gov/iot/2394.htm> that are applicable, including the assistive technology standard. The State may terminate this Contract for default if the terms of this paragraph are breached.

28. Insurance.

A. The Contractor and its subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) 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 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.
2. Automobile liability for owned, non-owned and hired autos with minimum liability limits not less than \$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 with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.
4. Fiduciary liability if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and

savings, among others with limits no less than \$700,000 per cause of action and \$5,000,000 in the aggregate.

5. Valuable Papers coverage, if applicable, with an Inland Marine Policy Insurance with limits sufficient to pay for the re-creation and reconstruction of such records.

6. Surety or Fidelity Bond(s) if required by statute or by the agency.

7. Cyber Liability addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$700,000 per occurrence and \$5,000,000 in the aggregate.

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 or other appropriate authorization to operate in the state in which the policy was issued.

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.

5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

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 before the commencement of this Contract.

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

30. 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.

31. 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.

32. Minority and Women's Business Enterprises Compliance.

Award of this Contract was based, in part, on the Minority and/or Women's Business Enterprise ("MBE" and/or "WBE") participation plan as detailed in the Minority and Women's Business Enterprises Subcontractor Commitment Form, commonly referred to as "Attachment A" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term.

The following Division of Supplier Diversity certified MBE and/or WBE subcontractors will be participating in this Contract:

MBE or WBE	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
<i>None</i>				

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to MWBECompliance@idoa.IN.gov, or mailed to Division of Supplier Diversity, 402 W. Washington Street, Room W-462, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to MWBECompliance@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to Division of Supplier Diversity certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report Division of Supplier Diversity certified subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division of Supplier Diversity.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

33. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically 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"). The 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, the 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 as amended by Executive Order 13672.

34. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it will be sent by E-mail or first-class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Karriane Polk-Meek, Director
Office of Teaching and Learning
Indiana Department of Education
Indiana Government Center North, 9th Floor
100 N. Senate Avenue
Indianapolis, IN 46204

B. Notices to the Contractor shall be sent to:

Stephanie Zircher, Vice-President, Programs
Nextech.org, Inc.
615 N. Alabama Street, Suite 300
Indianapolis, IN 46204

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.

35. 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, and (3) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

36. Ownership of Documents and Materials.

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "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 hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the 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 the 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 Materials and to Contractor's work product during the term of this Contract.

37. Payments.

A. All payments shall be made within thirty-five (35) days in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit 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. If the Contractor is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the Contractor agrees that if it fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

C. All accounts will be closed sixty (60) days after the Expiration Date of this Contract Agreement. Any invoice submitted after sixty (60) days may, at the discretion of the State, be denied.

D. The Contractor agrees to abide by the Contract Budget but may transfer funds from line-item to line-item for changes of less than ten percent (10%) of the approved budget line-items. Budget line-item transfers ("LITs") equal to or greater than ten percent (10%) require prior written approval by the State Project Director (or the State Project Director's Designee). Approval for a LIT must be requested before the expenses are incurred. Transfers will not be approved after expenditures have already been made. A LIT request must be accompanied by an explanation for the changes to each line item. The cumulative amount of any LIT may not exceed 10% of the total budget.

38. 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, IC § 34-13-1 and IC § 34-52-2.

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.

39. Progress Reports. The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports 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.

40. Public Record. The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and the State will post this Contract on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

41. 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 term of the renewed contract may not be longer than the term of the original Contract.

42. 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.

43. 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.

44. 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.

45. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA 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 IDOA 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.

46. 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.

47. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the *Indiana Department of Administration Travel Policy and Procedures* in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with *Travel Policy* guidelines.

48. 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.

49. 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.

50. 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 standard contract clauses (as contained in the *2022 SCM Template*) in any way except as follows:

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

37. Payments. (Modified)

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. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

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

NEXTECH.ORG, INC.

By: 
AD403D8900334F2...

Title: president

Date: 8/10/2022 | 10:47 EDT

Indiana Department of Education

By: 
6F48CC506874466...

Title: Chief Financial Officer

Date: 8/10/2022 | 15:27 EDT

Electronically Approved by: Department of Administration By: _____ (for) Rebecca Holw erda, Commissioner	
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: _____ (for) Theodore E Rokita, Attorney General

Exhibit A

Nextech.org, Inc.

Response to Computer Science Scope of Work Proposal
from the Indiana Department of Education

March 2, 2022

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Approval of Deliverables

All deliverables provided by Nextech.org will be sent to Indiana Department of Education (IDOE) for review and feedback. Nextech.org will implement revisions and feedback per the direction of IDOE. IDOE will approve and sign-off on all of the following but not limited to: deliverables, materials, workshops, agendas, meeting minutes, and anything public facing.

Task #1 Response: Intensive CS PD

Develop and implement a menu of options for intensive computer science professional development.

Nextech will create and publicize a menu of intensive training options (all operating as a cohort model), to include the experiences below. Each training experience includes a wide variety of materials for participants, including, but is not limited to, agendas, no-cost nationally recognized computer science curriculum and supplemental materials. All curriculum will be aligned to Indiana's Core Computer Science Standards and Computer Science Practices.

In all of our immersive PD options, Nextech leverages a cohort model, intentionally building a virtual community of practice to eliminate the "boundary of place" that can happen when teaching CS in geographically dispersed and, at times, isolated schools. Communities of Practice are a collaborative approach to PD where small groups of educators meet regularly to explore new concepts, share expertise, and insights from their teaching experiences, and engage in collective problem solving ([Stoll et al., 2006](#)).

Participants in intensive professional development are traditionally in-service teachers being asked to teach computer science. They can be novice or experienced.

The following is a list of the proposed menu for our intensive computer science professional development options with corresponding links to their detailed information table:

1. [Code.org CS Discoveries](#)
2. [Code.org CS Principles](#)
3. [Code.org CSA \(Java\)](#)
4. [Topics in Computer Science](#)
5. [K-5 Train-the-Trainer Program for District Leaders](#)
6. [Elementary Computer Science Immersion Program](#)

<i>Intensive Option #1: Code.org Computer Science Discoveries</i>			
<p>Computer Science Discoveries is an introductory computer science course for 6 - 10th grade students. Mapped to the CSTA standards nationally and the standards for Introduction to Computer Science and Middle Level Computer Science. Locally, the course takes a wide lens approach on computer science by covering topics such as problem solving, programming, physical computing, user-centered design, and data, while inspiring students as they build their own websites, apps, animations, games, and physical computing systems.</p> <p>CS Discoveries can be flexibly taught as a single semester, two semesters over multiple years, or as a full-year course. Options are even available for less than one semester depending on a school's implementation plan.</p> <p>The curriculum doesn't require any additional cost and will be available in perpetuity under the Creative Commons license.</p>			
Timeline	Intensive Workshop: Summer of 2023 Embedded Workshops: Across the school year (2 in 1 st semester, 2 in second semester) on Saturdays		
Course and Standards Alignment	4803: Introduction to Computer Science 0488.68: Computer Science - Middle Level		
Grades Targeted	Number of PD Days	Delivery Mechanism	Targeted # of Teachers
6th – 10th grade teachers	Intensive: 5	In-Person	32
	Embedded: 4	Virtual	

<i>Intensive Option #2: Code.org CS Principles</i>			
<p>Computer Science Principles introduces students to the foundational concepts of computer science and challenges them to explore how computing and technology can impact the world. More than a traditional introduction to programming, it is a rigorous, engaging, and approachable course that explores many of the foundational ideas of computing so all students understand how these concepts are transforming the world we live in.</p> <p>This year-long course can be taught as an introductory course and as an AP course - no prerequisites required for students or for teachers new to computer science. In addition, the curriculum is available at no cost for anyone in perpetuity via a Creative Commons license.</p> <p>For schools offering the course as Principles of Computing, an additional 6 hours of professional learning will be offered throughout the school year to ensure that schools and teachers are meeting all of the standards in the PoC course framework. Additional information on this can be found in the Task 2 narrative for the embedded option # 8 (link here).</p>			
Timeline	<p>Intensive Workshop: Summer of 2023 Embedded Workshops: Across the school year (3 in 1st semester, 1 in second semester) on Saturdays</p>		
Course and Standards Alignment	<p>4801: Computer Science I 4568: AP Computer Science Principles 7183: Principles of Computing</p>		
Grades Targeted	Number of PD Days	Delivery Mechanism	Targeted # of Teachers
9th -12th grade teachers	Intensive: 5	In-Person	32
	Embedded: 4	Virtual	

Intensive Option #3: Code.org CSA (Java)			
<p>In Computer Science A (CSA) students learn object-oriented programming using Java. Students take on the role of software engineers, and practice skills that are used in the field.</p> <p>The Code.org curriculum for CSA is designed for any high school student who wishes to continue their computer science education after completing an introductory course such as Computer Science Principles (CSP) or Computer Science Discoveries (CSD). Code.org’s CSA curriculum prepares students for the AP® CSA exam.</p> <p>The curriculum was developed with equity in mind, which Code.org believes will make this course more accessible for students who have traditionally been underrepresented in computer science, particularly those from underrepresented racial and ethnic groups and young women.</p> <p>Teachers will go through a three-phase process. Summer 1 is a 5-day intensive workshop followed by 8 academic year workshops held throughout the school year. The cohort will then come together for a second time in the following summer to reflect on their experience and plan for the next year.</p>			
Timeline	<p>Intensive Workshop #1: Summer of 2023 Embedded Workshops: Monthly, across the school year in evenings and/or Saturdays from September through April Intensive Workshop #2: Summer of 2023 (for 2022 participants)</p>		
Course and Standards Alignment	<p>5236: Computer Science II 4570: AP Computer Science A 7352: Computer Science</p>		
Grades Targeted	Number of PD Days	Delivery Mechanism	Targeted # of Teachers
9th -12th grade teachers	Intensive Workshop #1: 5	In-Person	32
	Embedded: 8	Virtual	
	Intensive Workshop #2: 2	In-Person	

Intensive Option #4: Topics in Computer Science			
<p>The new Next Level Programs of Study (NLPS) Topics in Computer Science course is designed for students to investigate emerging disciplines within the field of computer science. Students will use foundational knowledge from 7183 Principles of Computing to study the areas of data science, artificial intelligence, app/game development, and security. Students will utilize knowledge related to these areas and programming skills to develop solutions to authentic problems.</p> <p>This professional learning program is offered to teachers teaching the NLPS Topics in Computer Science (7351) and interested in using a full-year of Indiana standards-aligned curricular materials connected through a single course. The materials will cover all 4 content areas (data science, artificial intelligence, app/game development, and security) intended to be taught quarterly, with a natural curriculum arc and thread woven throughout.</p> <p>As part of this professional development, Nextech will create and make available standards-mapped resources, a pacing guide, and a full suite of suggested year-long integrated projects (including lesson plans, rubrics, and requirement documents).</p> <p>This workshop will be a full week intensive in the summer with optional school year webinars.</p>			
Timeline	Intensive Workshop: Summer of 2023		
Course and Standards Alignment	7351: Topics in Computer Science		
Grades Targeted	Number of PD Days	Delivery Mechanism	Targeted # of Teachers
9th -12th grade teachers	Intensive: 5	In-Person	32

<i>Intensive Option #5: K-5 Train-the-Trainer Program for District Leaders</i>			
<p>To scale K-5 computer science effectively across the state, an investment in training in-house district resources on nationally recognized curricula to ensure they are their district’s CS leaders and facilitators is a must.</p> <p>The train-the-trainer model exists to help support K-5 districts and schools that are “all-in” on bringing CS education to their students and would like to have an in-house staff member in charge of running Code.org workshops for their district.</p> <p>Nextech and Indiana have been selected as a pilot site for the 2022-2023 school year for the Code.org Evolve Elementary Pilot program with the intention of launching a full-scale train-the-trainer program for district leaders in Indiana in the summer of 2023. There are no direct costs to the IDOE for the pilot program in 2022 as those costs are being supported through Code.org. The conclusion of the pilot program will have Nextech as the leader in Indiana, equipped to host the newly designed Code.org professional learning program for district-level leaders that helps ensure continued district CS teacher capacity building.</p> <p>In the summer of 2023, we will host a cohort for district level leaders to prepare them to lead effective Code.org CS Fundamentals professional development workshops for the teachers within their districts beginning in the 2023-24 school year and beyond.</p>			
Timeline		Intensive Workshop: Summer 2023	
Course and Standards Alignment		District Level Implementation of CS using: K-5 Integration 0488.K2, 0488.35: Computer Science - Elementary Level	
Grades Targeted	Number of PD Days	Delivery Mechanism	Targeted # of Teachers
K-5 District Leaders	Intensive: 5	In-Person	25

Intensive Option #6: Elementary CS Immersion Program			
<p>A major missing component to building highly trained computer science teachers throughout the country is the lack of focus on K-5 educators. Unequivocally, there are many, many more elementary teachers than high school teachers that need to be trained in computer science, and most of these educators have never experienced computer science as a student themselves.</p> <p>Nextech has been chipping away at the vast pool of elementary teachers that need to be trained in computer science so that they can bring high-quality computer science to their students. And, we are hoping to solve even more of this capacity building issue through programs like the K-5 Train-the-Trainer Program for District Leaders, the Pre-Service CS License Bootcamp for Pre-Service Educators, and the extensive K-5 embedded PD options.</p> <p>The next level of training K-5 teachers is increasing their depth of knowledge and understanding of all components of computer science. This program leads K-5 educators through an intensive summer and school year experience where they work through learning computer science content, understanding, and utilizing best practices for CS pedagogy, navigating CS exposure barriers in their school and classroom, and building a community of K-5 educators who are fully immersed in their understanding of computer science.</p>			
Timeline		Intensive: Summer of 2023 Embedded: Monthly, across the school year in evenings and/or Saturdays from September through April	
Course and Standards Alignment		K-5 Integration 0488.K2, 0488.35: Computer Science - Elementary Level	
Grades Targeted	Number of PD Days	Delivery Method	Targeted # of Teachers
K-5th grade teachers	Intensive: 5	In-Person	25
	Embedded: 8	Virtual	

Task #2 Response: Embedded CS PD

Develop and implement a menu of options for *embedded* computer science professional development.

Nextech will create and publicize a menu of embedded training options, including the following experiences. Each experience will include a large amount of materials for both facilitators and participants including, but not limited to, training agendas, facilitation materials, no-cost nationally recognized computer science curriculum, and Indiana Academic Standards for Computer Science aligned supplemental materials.

Our embedded professional development options are either a) continuations of our intensive computer science professional development options kicking off in the summer PD and providing additional professional develop and community opportunities during the school year or b) one or two day workshops intended as immediate need for computer science professional development for K-8 educators who are just learning about what computer science is during the school year and wanting to learn promptly how to effectively bring it to their classrooms, or c) traditionally intensive PD experiences offered as embedded workshops throughout the school year.

Who Can Participate:

The stand-alone workshops are open for participation from both pre-service and in-service teachers. Nextech plans to partner with pre-service teacher prep programs to bring computer science professional development opportunities to their universities. Ideal teacher participants are K-8 teachers (depending on covered grade band), paraprofessionals, and coaches implementing CS in classrooms.

Workshop Format:

To remove all barriers for teachers to join one-day workshops, we will offer 15 virtual workshops and 15 in-person workshops over the course of the contract.

- In-person workshops will be scheduled around the state, both in partnership with districts and publicly open to all teachers in the community. Each workshop runs 6-7 hours. The calendar for workshops will be created and publicized no later than September 30, 2022 and will be evaluated for attendance and new needs (at least) monthly in scheduled project status meetings.
- Virtual workshops are offered in one of two ways.
 - Saturday Option: 2 hour synchronous morning session, 3 hours of asynchronous work time (including a lunch break), 2 hour afternoon session
 - Weekday Option: 2 hour synchronous evening session on day 1, 3 hours of asynchronous work time to be done on participant's own time, 2 hour synchronous evening session on day 2

The following is a list of the proposed menu for our embedded computer science professional development options with corresponding links to their detailed information table. As the field and what teachers need changes, Nextech plans to collaborate with the IDOE to build workshops to meet the needs of the industry with the intention of offering additional embedded workshops based on educator needs.

1. [Code.org CS Fundamentals & Unpacking the IN CS Standards](#)
2. [Code.org CS Fundamentals Deep Dive](#)
3. [Unpacking the Updated Indiana CS Standards](#)
4. [Integrating CS in your 6-8 classroom](#)
5. [Integrating CS in your 6-8 classroom Deep Dive](#)
6. [Integrating CS in your K-8 classroom using Digital Citizenship](#)
7. [Integrating CS in your K-8 classroom using Artificial Intelligence](#)
8. [Curriculum Alignment for Principles of Computing using CS Principles](#)
9. [WeTeach CS: Computer Science Endorsement Prep Course](#)
10. [Embedded Options for corresponding Intensive PD Options](#)

<i>Embedded Option #1: Code.org CS Fundamentals & Unpacking the IN CS Standards</i>			
<p>These in-person or virtual, full day workshops, with extensive digital support, are intended for K-5 general education teachers, media tech specialists, librarians, and computer science teachers who are planning on bringing a full computer science curriculum to their elementary classroom. The objectives of this workshop are to help K-5 teachers become comfortable with what computer science is, what is expected of their students in regard to the computer science standards, and how to ensure the students experience the full curriculum over the course of the school year.</p>			
Grades Targeted	Number of PD Days and Delivery Method	Course and Standards Alignment	Materials Provided
K-5th grade teachers	1 day or the equivalent of 6 contact hours Virtual or In-Person	K-5 Integration 0488.K2, 0488.35: Computer Science - Elementary Level	Physical Curriculum Guide Digital Resource Hub Indiana standards alignment for all lessons Linked associated Indiana Learning Lab Resources (see “Standards- Based Resources” in Key Deliverable #1 below)

Embedded Option #2: Code.org CS Fundamentals Deep Dive

These in-person or virtual, one day full-day workshops with extensive digital support, are intended for K-5 teachers and staff members who have already begun implementing Code.org's CS Fundamentals curriculum in their classrooms. The objectives of this workshop are that teachers leave with a concrete plan for offering more CS Fundamentals lessons at their school, strategies for addressing roadblocks to implementation, including specific issues experienced in lessons taught thus far and ideas to foster and develop strong classroom rapport that nurtures learners of all types.

Grades Targeted	Number of PD Days and Delivery Method	Course and Standards Alignment	Materials Provided
K-5th grade teachers	1 day or the equivalent of 6 contact hours Virtual or In-Person	K-5 Integration 0488.K2, 0488.35: Computer Science - Elementary Level	Physical Curriculum Guide Digital Resource Hub Indiana standards alignment for all lessons

Embedded Option #3: Unpacking the Updated Indiana CS Standards			
<p>This workshop is intended for Indiana K-8 teachers who have already attended one of Nextech’s CS Fundamentals & Unpacking the IN CS Standards workshop and would like to understand the updates made to the Indiana Academic Standards for Computer Science and how these updates impact their implementation plan. Teachers will be provided with updated materials and given direction on how to alter or add to the lessons they already teach in their classroom to ensure full coverage of the current standards in their classroom.</p>			
Grades Targeted	Number of PD Days and Delivery Method	Course and Standards Alignment	Materials Provided
K-8th grade teachers	1 day or the equivalent of 6 contact hours Virtual or In-Person	K-5 Integration 6-8 Integration 0488.K2, 0488.35: Computer Science - Elementary Level 0488.68: Computer Science - Middle Level	Digital Resource Hub Indiana standards alignment for all lessons Linked associated Indiana Learning Lab Resources (see “Standards- Based Resources” in Key Deliverable #1 below)

<i>Embedded Option #4: Integrating CS in your 6-8 classroom</i>			
<p>This workshop is intended for middle school educators teaching across all subjects and designed to equip teachers with the knowledge and instructional strategies to integrate computer science into existing coursework.</p> <p>The topics covered in each workshop include:</p> <ul style="list-style-type: none"> ● Role of Computer Science in society and the classroom ● Introduction to the Indiana Computer Science Standards ● Introduction to the 5 core concepts of CS: Data and Information, Computing Devices and Systems, Programs and Algorithms, Networking and Communications and Impact and Culture ● Experiencing classroom lessons for each core concept <p>The workshop will provide an intro to computer science, pedagogy, overview of the online curriculum, teacher dashboard, and strategies for teaching “unplugged” classroom activities.</p>			
Grades Targeted	Number of PD Days and Delivery Method	Course and Standards Alignment	Materials Provided
6th-8th grade teachers	1 day or the equivalent of 6 contact hours Virtual or In-Person	6-8 Integration 0488.68: Computer Science - Middle Level	Digital Resource Hub Indiana standards alignment for all lessons

<i>Embedded Option #5: Integrating CS in your 6-8 classroom Deep Dive</i>			
<p>This workshop is a great opportunity for educators to collaborate with other 6-8 teachers that have been working on bringing computer science to their students. This workshop allows teachers to share what is going well with their CS lesson and dive into where they are experiencing issues with their CS lessons.</p> <p>These workshops help teachers to strengthen their understanding and execution of computer science using the Code.org CS Fundamentals and CS Discoveries curriculums.</p>			
Grades Targeted	Number of PD Days and Delivery Method	Course and Standards Alignment	Materials Provided
6th-8th grade teachers	1 day or the equivalent of 6 contact hours Virtual or In-Person	6-8 Integration 0488.68: Computer Science - Middle Level	Digital Resource Hub Indiana standards alignment for all lessons

<i>Embedded Option #6: Integrating CS in your K-8 classroom using Digital Citizenship</i>			
<p>This workshop takes the digital citizenship curriculum teachers are currently using in their school (or teaches them about available resources) and helps them connect the content to the Indiana computer science standards to ensure their students are getting even more computer science in their classroom. At the end of the workshop, teachers will have a cohesive plan of how to adequately bring computer science into their digital citizenship lessons and help their students be good digital leaders of the future.</p>			
Grades Targeted	Number of PD Days and Delivery Method	Course and Standards Alignment	Materials Provided
K-8th grade teachers	1 day or the equivalent of 6 contact hours Virtual or In-Person	K-5 Integration 6-8 Integration 0488.K2, 0488.35: Computer Science - Elementary Level 0488.68: Computer Science - Middle Level	Digital Resource Hub Indiana standards alignment for all lessons

<i>Embedded Option #7: Integrating CS in your K-8 classroom using Artificial Intelligence</i>			
<p>Artificial intelligence (AI) is everywhere. It's also in every single K-12 classroom in Indiana. This workshop explores how teachers can add AI to their computer science lesson and as well as integrate learning about AI and hitting the Indiana CS Standards through non-CS lesson plans.</p> <p>By the end of the workshop, teachers will have a strong understanding of how AI integrates into the Indiana CS standards and how to adequately bring dedicated AI content to their students.</p>			
Grades Targeted	Number of PD Days and Delivery Method	Course and Standards Alignment	Materials Provided
K-8th grade teachers	1 day or the equivalent of 6 contact hours Virtual or In-Person	K-5 Integration 6-8 Integration 0488.K2, 0488.35: Computer Science - Elementary Level 0488.68: Computer Science - Middle Level	Digital Resource Hub Indiana standards alignment for all lessons

<i>Embedded Option #8: Curriculum Alignment for Principles of Computing using CS Principles</i>			
<p>Code.org's CS Principles course covers the majority of topics and requirements necessary for the new Next Level Programs of Study (NLPS) Principles of Computing course. This 6-hour professional learning opportunity will be offered throughout the school year to ensure that schools and teachers are meeting all the standards in the Principles of Computing course framework.</p>			
Grades Targeted	Number of PD Days and Delivery Method	Course and Standards Alignment	Materials Provided
9th-12th grade teachers	1 day or the equivalent of 6 contact hours Virtual	7183: Principles of Computing	Digital Resource Hub Indiana standards alignment for all new and supplemental lessons

<i>Embedded Option #9: WeTeach_CS</i>				
<p>In-Service Educators: The WeTeach_CS Certification Prep course will develop educator competencies necessary to become certified in Computer Science. This course will prepare teachers to take the Praxis Computer Education (5652) test. Following the Praxis structure, the course is divided into five modules (Impacts of Computing, Algorithms and Computational Thinking, Programming, Data, and Computing Systems and Networking) and covers all the competencies listed in both sets of test standards for Computer Science certification.</p> <p>This immersive four-day course will be spread over 4 required days over the 22-23 school year. We are planning on offering two cohorts, one in the fall of 2022 and one in the spring of 2023. The program includes a vast catalog of materials and supports (videos, presentations, interactive practice exercises, module quizzes, and a final quiz) designed to provide an overview of the educator competencies required of all teachers to become endorsed to teach CS in Indiana.</p> <p>Any K-12 Indiana teacher interested in becoming certified to teach Computer Science is eligible to attend. This workshop is run in partnership with the WeTeach_CS program at the Texas Advanced Computing Center (TACC) at the University of Texas at Austin.</p> <p>Note: if this was offered in the summer, it would be considered an intensive PD opportunity, but because it is being offered during the school year, it is considered an embedded option for 22-23.</p>				
Grades Targeted	Number of PD Days	Course and Standards Alignment	Targeted # of Teachers	Stipends
9th -12th grade teachers, but all K-12 are eligible	<p>Embedded: 4</p> <p>Optional Webinars: at least 4</p>	Indiana Computer Science Certification through passing of Praxis Computer Education (5652) exam	<p>Fall 2022: 20</p> <p>Spring 2023: 20</p>	<p>\$800 for 4 embedded workshop(s)</p> <p>\$500 for taking and passing the license exam and adding endorsement to license</p>

Approach for Pre-Service Teachers

One of the most difficult barriers to increasing computer science capacity in Indiana K-12 classrooms is the low number of existing teachers who have computer science knowledge coupled with the desire to teach the subject. Over the next year, Nextech will develop a program to set pre-service teachers up for success in becoming the next wave of teachers powering Indiana K-12 students through learning computer science. This program will recruit college students who are already in education programs and teach them computer science content and pedagogy as well as prepare them to take the Praxis Computer Education (5652) test using the WeTeach_CS professional development to get their computer science endorsement.

Nextech will use this current contract period to lock-in Indiana college and university partners and solidify a program for pre-service teachers in Indiana launching in the fall of 2023 helping graduate more teachers ready to teach computer science.

This deliverable and plan will be complete at the end of the contract period, June 30, 2023.

Embedded Options for corresponding Intensive PD Options

Many of the Intensive Computer Science Professional Development options include embedded professional development as part of the overall program and were detailed above for the following programs:

- Code.org's CS Discoveries
- Code.org's CS Principles
- Code.org's AP CS A (Java)
- Topics in Computer Science
- Elementary Computer Science Immersion Program

Task #3 Response: Interactive Professional Learning Community

Create/curate resources for, recruit interest in, and host an interactive professional learning community of computer science educators for extended learning and ongoing support in the Indiana Learning Lab or another platform identified by IDOE. Minimum requirements for this task include:

1. Two unique standards-based resources per grade band per year that are freely and publicly available in an online location mutually determined by the respondent and IDOE.
2. Two synchronous webinars or collaboration sessions per semester.
3. Opportunities to develop inquiry-based, problem-based, or work-based learning experiences that integrate computer science.

The key components of this task meet and exceed the minimum requirements and are described below.

Key Component #1: Develop and Build the Interactive Professional Community "CS Educator Hub" in Indiana Learning Lab & Deliver Curated Resources (Addresses minimum requirements #1 and #2 above)

Nextech will create, alongside the Indiana Learning Lab and Indiana Department of Education team, a "CS Educator Hub" (name TBD) in the Indiana Learning Lab. The "CS Educator Hub" will be the one-stop shop for all CS content for Indiana teachers. In addition to the creation, Nextech will work to market, promote, and communicate the "CS Educator Hub" and drive engagement.

This task will begin on September 1, 2022 and will be fully completed, no later than April 30, 2023. Detailed task lines and specific deliverable dates will be determined and agreed upon in the project kick-off meeting.

The Hub will include:

K-8 CS Integration Lessons and Standards-Based Resources, for teachers by teachers: To continue our efforts to ensure CS is accessible to all teachers and easily integrated into CS classrooms, Nextech will create a new set of lessons that aim to seamlessly integrate computer science into Indiana standards-aligned ELA, math, social studies, or science topics in a general education K-5 classroom. These lessons will be created by active Indiana teachers already piloting and teaching the lesson in their own classrooms, and will be offered in the Indiana Learning Lab. Each lesson will include a set of activities, a detailed lesson plan, standards alignment, and a webinar/video (live, on-demand, or an interactive course) to introduce the resource.

Nextech will launch at least 16 of these lessons, per grade band (K-5 and 6-8) by the end of the contract period for a total of 32 lessons.

9-12 Curriculum Support Supplemental Materials and Standards-Based Resources, for teachers by teachers: Many experienced Indiana high school teachers create supplemental lessons and materials (worksheets, code

snippets, assessments, project rubrics, etc.) to help ensure the Indiana Academic Standards for Computer Science are being met while using their specified curriculum. These lessons and activities help scaffold, extend, and support the curriculum that is in place and remind classroom teachers that they have a strong computer science networking community. Nextech will help curate, upload, and manage these shared resources in the Indiana Learning Lab. Some of these materials may be applicable to 6-8 teachers as well depending on the reach of the curriculum (i.e., Code.org CS Discoveries) being used. **We will launch at least 16 of these supports, with corresponding webinar/video community sessions (live, on-demand, or an interactive course), when appropriate, by the end of the contract period.**

CS Knowledge & CS Standard Deep Dive Collection: Built by Nextech using our experience providing professional development to Indiana teachers for the past 7 years on CS, these Indiana Learning Lab resources will be a series of 15 videos and corresponding resources for teachers on each of the Indiana Academic Standards for Computer Science core concepts (Data and Information; Computing Devices and Systems; Programs and Algorithms; Networking and Communication; and Impact and Culture) per grade band (K-2, 3-5, 6-8). Each resource set will break down the standard into easily digestible information to help K-8 teachers fully understand what the standards mean and how to approach teaching them. Though these will focus on the core concepts for the K-8 standards, they will be accessible and educational to all K-12 CS teachers to take a deeper dive into a CS concept. **We will provide 15 of these sets (1 per core concept, per grade band).**

Standards-Based Resources: As an organization, everything we do is aligned to the Indiana Academic Standards for Computer Science and created especially for Indiana teachers. Our unique approach to offering professional development where we partner with the best organizations and curriculums from across the nation and then, work to adjust that curriculum to Indiana teachers, allows us to put an Indiana-specific lens on nationally recognized content. These standards-based resources will be created by our in-house professional development team and will focus on ensuring that the various nationally recognized computer science curriculums used throughout Indiana fit the needs of our elementary, middle, and high school teachers. These resources can include, but are not limited to, items such as mapping the Indiana Academic Standards for Computer Science to curriculum, providing additional resources to help teachers meet unmet standards in specific curriculum, providing printable flashcards, word walls, posters for teachers to help reinforce Indiana Academic Standards for Computer Science in their classrooms. **Nextech will create at least 2 resources (1 per semester) per grade band (elementary, middle, and high school) with corresponding webinar community sessions, when appropriate, by the end of the contract period.**

Computer Science Framework Document Updates: Currently posted CS framework documents include success criteria, academic vocabulary, standards-aligned activities, interdisciplinary connections, and looking back/ahead information. These documents will need to be updated in light of the pending K-8 standards revisions process. **Nextech will update the published CS Frameworks Documents on the Indiana Learning Lab to reflect the revised CS standards. Due to the urgency of this need, these will be completed no later than September 30, 2022.**

Key Component #2: Synchronous Webinars and Collaboration Sessions (Addresses Minimum Requirement #2 above)

Interactive Community Sessions: Synchronous webinars will be created and delivered based on the needs of the K-12 computer science teacher community. As mentioned above, Nextech will offer synchronous webinars for standards resources, CS content, etc. as necessary. Throughout the course of the contract, Nextech will listen to the changing needs of the community to determine the best topics each semester.

Manage CS Educator Hub in Indiana Learning Lab & Curate Communities: Using the community feature in the Indiana Learning Lab, Nextech will work to create interactive communities based on relevant and timely topics and conversations. We will provide facilitation of these conversations and interactions while providing specific opportunities for engagement for K-12 teachers throughout Indiana. These interactions will allow teachers to tie in their current classroom experiences, the computer science resources they are using in the Indiana Learning Lab, and their expertise into learning and growing as well as helping build a sense of community among computer science teachers throughout Indiana.

All webinar recordings, resources/materials developed by Nextech as part of this proposal and curated in the Indiana Learning Lab are owned by IDOE at the conclusion of the contract.

Coaching Program: Nextech will create and implement an Indiana High School Computer Science coaching program for novice CS teachers. We will be launching our first cohort of 16 teachers in the fall of 2022.

Educators that are new to teaching computer science will be assigned a 1:1 coach that will be their mentor throughout their first year and half (three semesters of teaching CS) in the program. Coaches will have direct interaction with individual teachers, including:

- A minimum of 1 classroom visit per semester
- Bi-weekly check-ins with teachers
- Goal setting sessions to develop professional growth plans
- Targeted sessions and classroom practice for addressing barriers to CS in their school and classroom
- Personalized support to encourage teachers, build their confidence, increase their understanding of CS pedagogy best practices, improve their CS content knowledge and understanding, and provide teaching guidance
- Monthly cohort meetings to build community and promote growth as a group
- Mentees will be paid a stipend of \$1500 for full participation in the program

Based on the eMINTS coaching model ([Meyers et al., 2016](#)), classroom visits with coaches will consist of support such as lesson planning assistance, observation and feedback, co-teaching or modeling instruction, and reflective practice.

Key Component #3: Teacher Externship Classroom to Career Experiences (Addresses Minimum Requirement #3 Above)

Taking place inside the offices of Indiana employers, the Nextech Teacher Externship is a four-day experience that deepens educators' content knowledge of computer science concepts as well as the connection between computer science and the digital economy. As a direct result, teachers are better equipped to help their students understand the multitude of industries and opportunities available to them in the field of computer science. Through this experience, teachers will also connect with Indiana-based companies, employers, and CS partners to leverage their networks to be able to provide students with similar experiences through co-curricular activities.

The goal of the externship is to equip educators with the content knowledge, instructional strategies and confidence to deliver technical curriculum through real-world industry experiences. Educators in the Externship Cohort will spend four days in the summer visiting Indiana employers, participating in experiences within Indiana workplaces, working alongside company employees, and collaborating as a cohort to build lesson plans and experiences to bring back to their classrooms.

This program is designed for teachers who have been teaching computer science for at least one year. By participating, teachers will be able to create a more authentic learning experience for students by bringing the "real world experience" into the classroom by demonstrating how academic standards are applied every day in Indiana workplaces.

This experience will be offered in-person in the summer of 2023 in the Indianapolis-area and will be open to any K-12 teacher statewide with a goal of 24 teachers. Educators will be paid a stipend of \$800 for full participation.

Maintaining Data Collection for the Executive Summary

Collecting Feedback

To ensure maximum impact for participants, Nextech employs a multi-faceted strategy that consists of a process evaluation to measure teacher satisfaction with program activities and an outcomes evaluation to measure changes in the knowledge, attitudes, and behaviors of teachers.

Outcomes evaluation is implemented using a series of pre- and post-surveys that capture quantitative data along a five-point Likert scale as well as qualitative feedback. For each outcome, Nextech calculates descriptive statistics (mean, median, range, etc.) to determine the extent to which the activities are achieving the desired results for participants. The process evaluation data will provide insight into how program activities may be affecting participant outcomes.

Application & Registration Process

Nextech uses Formstack for Salesforce, a workplace productivity platform, to facilitate teacher application and registration processes. All data in these systems can be easily and quickly exported to Google or Microsoft applications.

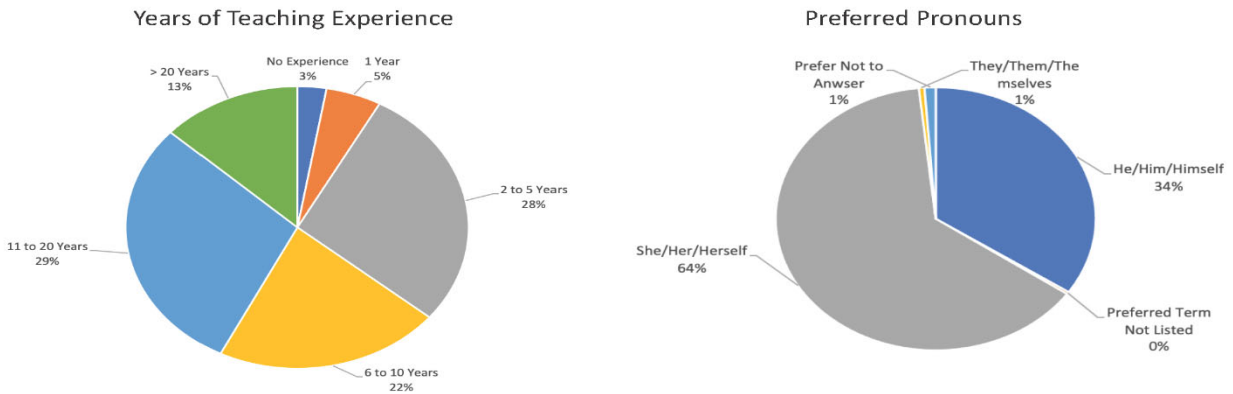
Database of Record

Salesforce is the database of record for all Nextech's professional development activity. We capture and store in Salesforce the following pieces of information for each of our training events:

- About Training Attendees
 - Preferred Pronouns
 - Race / Ethnicity Identity
 - Previous Years Spent Teaching
 - Previous CS Teaching Experience
 - Previous STEM Teacher Experience
 - Current Indiana Teaching Licenses
 - Teaching Status (In-Service vs. Pre-Service)
 - Academic Degree
- About Organizations Represented by Training Attendees
 - School Type
 - Locale
 - Indiana County
 - Indiana Economic Development Region
 - % of Free / Reduced Lunch

- About the Training Event definition:
 - Day of the week
 - Delivery mechanism (in-person vs. virtual)
 - Grade Band of the curriculum of the training event

With all relevant data in a central location, Nextech can quickly analyze teacher training activities and gain insights at any level, giving consideration to any criteria. The following are just a few examples of the charts Nextech can easily generate; these can also be filtered based on any of the criteria outlined above.



Reports on collected data will be provided to IDOE in the format requested, e.g Microsoft Office or Google Apps productivity platforms.

Providing Project Management Support

Below are the key roles that Nextech will employ to execute on the deliverables outlined within this response.

Role	Description / Duties
Program Manager	Owns ultimate responsibility for recruiting K-12 education partners and administration of the professional development program and educator success programs.
Subject Matter Expert(s)	Defines the portfolio of curriculum to be supported in Nextech's PD program, ensuring alignment with Indiana K-12 CS standards. Develops content for K-12 workshops, resources, and webinars. Drives all activities related to Nextech's facilitator programs.

<p>Program Support</p>	<p>Provide assistance as needed to complete such tasks as coordinating logistics of in-person and virtual workshops, generating and updating data reports & dashboards, and securing industry partners / volunteers for work-based learning experiences.</p>
<p>Project Management</p>	<p>Responsible for overall project success including the development of task lines to support the completion of each deliverable, generating monthly invoices, process teacher stipend payments and prepare documentation for project status meetings and quarterly executive summaries.</p>

To facilitate the work outlined in this proposal, Nextech will schedule and facilitate one project kick-off meeting at a mutually-agreed upon time the week of August 1, 2022. An agenda will be provided (at least) 48 hours in advance and minutes will be provided for review within 48 hours of the meeting completion.

Project status meetings will be organized and scheduled bi-weekly. The IDOE will receive an agenda at least 24 hours in advance of the meeting, as well as minutes of the meeting within 24 hours after the meeting for review. Nextech will also maintain a decision and action log, following IDOE’s process, to track outcomes from meetings and note any decisions that require a contract amendment.

All meetings will be virtual and will be held on Microsoft Teams per IDOE preference.

Budget Overview

When developing the proposed budget, the following expenses were taken into consideration:

- Staffing to develop, develop and project manage all deliverables.
- Direct costs associated with each individual workshop, including among other things, facilitator fees, workshop resources/materials, travel and teacher stipends/attendance incentives. All travel costs were budgeted in accordance with the State of Indiana Travel Policy.
- Substitute fees are available to schools that send teachers to K-8 embedded professional development activities during the school day. An attendance incentive is provided to educators who fully attend a K-8 embedded professional development workshop outside of the school day.
- Costs that are shared across all deliverables, including, among other things, technology and facilitator support.

****A minimum of 8 registered participants are required to bill for the deliverable. If less than 8 registered participants, the workshop will be canceled with attempts to re-schedule. Exceptions to this are subject to IDOE approval.**

ATTACHMENT: Computer Science Scope of Work Deliverable Details			
DOE Task ↑	Line Item Deliverable	Total	Invoicing Cycle
Develop Professional Development Plan	Develop Embedded PD Plan	\$22,459	Deliverable Approved by DOE
	Develop Intensive PD Plan	\$22,459	Deliverable Approved by DOE
	Develop Pre-Service Educators Plan	\$22,459	Deliverable Approved by DOE
	Sum	\$67,377	
Develop Communications Plan	(Deliver) Interactive Professional Learning Community "CS Educator Hub"	\$3,929	Deliverable Approved by DOE
	Develop Approved Communication Plan	\$4,037	Deliverable Approved by DOE
	Sum	\$7,966	
Develop Interactive Professional Learning Community	(Develop) Coaching Program	\$35,689	Deliverable Approved by DOE
	(Develop) Interactive Professional Learning Community "CS Educator Hub"	\$18,728	Deliverable Approved by DOE
	(Develop) Teacher Externship Classroom to Career Experiences	\$2,481	Deliverable Approved by DOE
	Sum	\$56,898	
Deliver 2022-2023 Embedded workshops	Deliver 2022-23 Embedded Workshops (K-8)	\$131,525	Completion of Workshop / Event
	Deliver 2022-23 Embedded Workshops - Elementary CS Immersion Program	\$14,086	Completion of Workshop / Event
	Deliver 2022-23 Embedded Workshops HS - Code.org's CS Discoveries	\$17,097	Completion of Workshop / Event
	Deliver 2022-23 Embedded Workshops HS - Code.org's CS Principles	\$17,653	Completion of Workshop / Event
	Deliver 2022-23 Embedded Workshops HS - Code.org CSA (Java)	\$18,190	Completion of Workshop / Event
	Deliver 2022-23 Embedded Workshops - Principles of Computing	\$7,043	Completion of Workshop / Event
	Deliver 2022-23 Embedded Workshops - WeTeach_CS (Fall '22)	\$95,390	Completion of Workshop / Event
	Deliver 2022-23 Embedded Workshops - WeTeach_CS (Spring '23)	\$73,788	Completion of Workshop / Event
	Sum	\$374,772	
Deliver Summer 2023 Intensive Training	Deliver Summer 2023 Intensive Training - Code.org Computer Science Discoveries	\$36,216	Completion of Workshop / Event
	Deliver Summer 2023 Intensive Training - Code.org CSA (Java) (Cohort 1)	\$19,992	Completion of Workshop / Event
	Deliver Summer 2023 Intensive Training - Code.org CSA (Java) (Cohort 2)	\$14,083	Completion of Workshop / Event
	Deliver Summer 2023 Intensive Training - Code.org CS Principles	\$24,022	Completion of Workshop / Event
	Deliver Summer 2023 Intensive Training - Elementary CS Immersion Program	\$21,380	Completion of Workshop / Event

	Deliver Summer 2023 Intensive Training - K-5 Train the Trainer Program	\$50,468	Completion of Workshop / Event
	Deliver Summer 2023 Intensive Training - Topics in Computer Science	\$34,395	Completion of Workshop / Event
	Sum	\$200,556	
Deliver 2022-2023 Interactive Professional Learning Community	(Deliver) Teacher Externship Classroom to Career Experiences	\$31,520	Completion of Workshop / Event
	9-12 Curriculum Support Supplemental Materials & Standards-Based Resources	\$23,081	Deliverable Approved by DOE
	CS Knowledge & CS Standard Deep Dive Collection	\$14,912	Deliverable Approved by DOE
	Deliver 6-8 Integration Lessons & Standards-Based Resources	\$23,081	Deliverable Approved by DOE
	Deliver Coaching Program	\$139,545	Monthly
	Deliver Interactive Community Sessions (2 synchronous webinars/semesters)	\$1,602	Completion of Workshop / Event
	Deliver K-5 Integration Lessons & Standards-Based Resources	\$23,081	Deliverable Approved by DOE
	Manage CS Educator Hub in INLL, including Communities	\$15,759	Deliverable Approved by DOE
	Sum	\$272,581	
Project Management Support	Executive Summary	\$4,811.50	Quarterly
	Monthly Invoicing	\$7,835	Monthly
	Project Kickoff Meeting	\$908	Completion of Workshop / Event
	Project Status Meetings	\$6,859	Monthly
	Sum	\$20,413.50	
In-State Travel	Deliver 2022-23 Embedded Workshops - IN-STATE TRAVEL Addendum	\$7,008	Completion of Workshop / Event
	Deliver 2022-23 Interactive Professional Learning Community - IN-STATE TRAVEL Addendum	\$12,414	Completion of Workshop / Event
	Deliver Summer '23 Intensive Training - IN-STATE TRAVEL Addendum	\$12,816.50	Completion of Workshop / Event
	Sum	\$32,238.50	
Total		\$1,032,802	

Addendum

Total Lodging Per Event =	Number of Individuals * Number of Nights * Lodging Per
Total Mileage per Event =	Number of Individuals * Number of Nights * Lodging Per
Total Cost per Event =	Total Lodging per Event + Total Mileage per Event
Total Travel for Line Item =	Total Cost per Event * Number of Events

Task	Line Item	Number of Individuals	Nights	Lodging per Night	TOTAL LODGING PER "EVENT"	Mileage Allowance	TOTAL MILEAGE PER "EVENT"	TOTAL COST PER "EVENT"	Number of "Events"	TOTAL TRAVEL FOR LINE ITEM	Comments
Deliver Summer '23 Intensive Training	CSD	3	5	\$128.00	\$1,920.00	\$61.50	\$184.50	\$2,104.50	1	\$2,104.50	3 facilitators
Deliver Summer '23 Intensive Training	CSP	3	5	\$128.00	\$1,920.00	\$61.50	\$184.50	\$2,104.50	1	\$2,104.50	3 facilitators
Deliver Summer '23 Intensive Training	CSA - Cohort 2	2	5	\$128.00	\$1,280.00	\$61.50	\$123.00	\$1,403.00	1	\$1,403.00	2 facilitators
Deliver Summer '23 Intensive Training	CSA - Cohort 1	2	3	\$128.00	\$768.00	\$61.50	\$123.00	\$891.00	1	\$891.00	2 facilitators
Deliver Summer '23 Intensive Training	Topics in CS	3	5	\$128.00	\$1,920.00	\$61.50	\$184.50	\$2,104.50	1	\$2,104.50	2 facilitators + 1 Nextech Staff
Deliver Summer '23 Intensive Training	Elementary Intensive	3	5	\$128.00	\$1,920.00	\$61.50	\$184.50	\$2,104.50	1	\$2,104.50	2 facilitators + 1 Nextech Staff
Deliver Summer '23 Intensive Training	Train the Trainer	3	5	\$128.00	\$1,920.00	\$61.50	\$184.50	\$2,104.50	1	\$2,104.50	2 facilitators + 1 Nextech Staff
Deliver 2022-23 Embedded Workshops	K-8	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	30	\$0.00	N/A
Deliver 2022-23 Embedded Workshops	CSP	3	1	\$128.00	\$384.00	\$61.50	\$184.50	\$568.50	4	\$2,274.00	3 facilitators
Deliver 2022-23 Embedded Workshops	Principles of Computing	2	0	\$0.00	\$0.00	\$61.50	\$123.00	\$123.00	4	\$492.00	2 facilitators
Deliver 2022-23 Embedded Workshops	CSF Cohort	2	0	\$0.00	\$0.00	\$61.50	\$123.00	\$123.00	8	\$984.00	2 facilitators
Deliver 2022-23 Embedded Workshops	CSA (Java)	2	0	\$0.00	\$0.00	\$61.50	\$123.00	\$123.00	8	\$984.00	2 facilitators
Deliver 2022-23 Embedded Workshops	WeTeach (Fall '22)	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1	\$0.00	N/A
Deliver 2022-23 Embedded Workshops	WeTeach (Spring '23)	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1	\$0.00	N/A
Deliver 2022-23 Embedded Workshops	CSD	3	1	\$128.00	\$384.00	\$61.50	\$184.50	\$568.50	4	\$2,274.00	3 facilitators
Deliver 2022-23 Interactive Professional Learning Community	Teacher Externship	10	3	\$128.00	\$3,840.00	\$61.50	\$615.00	\$4,455.00	1	\$4,455.00	10 teachers
Deliver 2022-23 Interactive Professional Learning Community	Deliver Coaching Program	1	1	\$128.00	\$128.00	\$61.50	\$61.50	\$189.50	32	\$6,064.00	Nextech Program Manager
Deliver 2022-23 Interactive Professional Learning Community	Deliver Coaching Program	1	1	\$128.00	\$128.00	\$61.50	\$61.50	\$189.50	10	\$1,895.00	Nextech Director of Educator Success
										\$32,238.50	



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To: Honorable Eric J. Holcomb, Governor of Indiana
Dr. Katie Jenner, Secretary of Education

From: Dana Calfee, STEM and Computer Science Specialist
Jake Koressel, Assistant Director of STEM and Computer Science

Date: July 15, 2022

Subject: IC 20-20-45 Next Level Computer Science Program Biannual Report

Background

IC 20-20-45 established the Next Level Computer Science (CS) Grant Program and Computer Science Fund to award grants, after June 30, 2019, to eligible entities. The program and fund were established for eligible entities to implement teacher professional development programs for teaching computer science. This requires the Indiana Department of Education (IDOE) to:

1. Administer the program and fund; and
2. Develop, in consultation with the Governor's Office, guidelines to award grants from the fund to eligible entities.

Additionally, IC 20-20-45 requires IDOE to biannually submit a progress report to the Governor regarding the:

1. Development and administration of the program and fund; and
2. Status of public schools in meeting computer science curriculum requirements. This biannual report must be submitted by July 15, 2018 and not later than July 15 and January 15 each year thereafter.

Development and Administration of the Program and Fund

Timeline*

- January 2021
 - IDOE renews professional development contracts with the following five vendor partners:
 - CodeHS;
 - Indiana University School of Informatics and Computing at IUPUI;
 - IndianaComputes!;



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- Nextech; and
- Project Lead The Way.

- February 2021
 - IDOE refines the Tech Plan Survey questions for computer science educators to optimize the collection of kindergarten through grade eight computer science implementation data and information related to accessibility barriers.

- March 2021
 - New Career and Technical Education (CTE) computer science course codes and competencies are released.

- April 2021
 - Indiana’s biennial budget is finalized for FY 2022-2023, including \$3 million annually for the Next Level Computer Science Grant Program.

- May 2021
 - IDOE and the Governor’s Workforce Cabinet begin collaborating to develop an exploratory computer science program of study.

- June 2021
 - IDOE makes a “Data Science 4 Everyone Commitment” to explore the inclusion of data science in computer science courses, mathematics courses, and/or other academic pathways for students in kindergarten through grade 12.

- July 2021
 - IDOE sponsors numerous week-long professional development programs for computer science teachers of all grade levels.

- August 2021
 - IDOE attends CS State Supervisors Workshop to share and learn about successes, challenges, and best practices for implementing computer science education.

- September 2021
 - IDOE convenes educator committees to begin revisions of kindergarten through grade eight Indiana Academic Standards for Computer Science.

- October 2021
 - 2022-2023 Course Titles and Descriptions are released with information regarding new computer science course options and programs of study.



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- November 2021
 - IDOE attends CEdCon International Computer Science Conference to strategically plan opportunities for Indiana's Computer Science educators and identify additional implementation resources.
- December 2021
 - The Indiana Learning Partnership focuses on computer science and CEdWeek.
 - IDOE partners with Nextech to recognize winners of the Nextech CSforGood Competition at the Statehouse.
 - IDOE delivers the IC 20-30-5-23 report to the Governor's Office, Indiana General Assembly, Indiana Commission for Higher Education, and State Board of Education.
- January 2022
 - Indiana commits to participating in a multi-state Data Science Steering Committee.
- February 2022
 - IDOE provides support to schools who are in the initial stages of computer science implementation.
- March 2022
 - IDOE collaborates with the Governor's Workforce Cabinet to finalize a Next Level Program of Study in Computer Science.
- April 2022
 - IDOE extends current professional development contracts with Nextech and CodeHS to provide additional professional development in summer 2022.
- May 2022
 - IDOE attends the Expanding Computing Education Pathways Alliance meeting to develop strategies to increase access to computer science for Indiana K-12 students.
- June 2022
 - The State Board of Education approves updated K-8 Computer Science standards.
 - IDOE collaborates with Nextech and the National Computer Science Teacher Association to host Indiana CSPDWeek for Indiana K-12 educators.
 - IDOE attends the State CS Supervisors Workshop to share and learn about successes, challenges, and best practices for implementing computer science education.



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*For timeline information prior to January 1, 2021, see Appendix F

Training Snapshot by Provider

Between June 1, 2018 and January 15, 2022, over 3,200 Indiana kindergarten through grade 12 educators received CS training through partnerships between IDOE and the following providers. See appendices A-E for training partner contracts.

CodeHS Computer Science Training Numbers			
Workshop	Description	Total Number Trained through January 2022	Total Number Trained through July 1, 2022
New CS Teacher Workshop	Two-day workshop focused on high school teachers who will be teaching a computer science course for the first time.	21	21
Computer Science Principles Workshop	Two-day workshop focused on high school teachers who will be teaching AP Computer Science Principles or Computer Science I.	7	7
Computer Science A Workshop	Two-day workshop focused on high school teachers who will be teaching AP Computer Science A or Computer Science II.	8	8
Cybersecurity Workshop	Two-day workshop focused on high school teachers who will be teaching Computer Science III: Cybersecurity or will be integrating cybersecurity content into other courses.	10	10
Coding Bootcamp	Month-long, intensive, asynchronous session focused on building programming skills.	91	110
Introduction to CS Workshop	Two-day workshop focused on high school teachers who will be teaching Introduction to Computer Science.	10	10
Computer Science I Workshop	Two-day workshop focused on high school teachers who will be teaching Computer Science I.	4	4
Total Educators Impacted		151	170



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Indiana University School of Informatics and Computing CS Training Numbers			
Workshop	Description	Total Number Trained through January 2022	Total Number Trained through July 1, 2022
Computing by Design Workshop	11-day program intended to help high school teachers implement the Computing by Design (CxD) curriculum of the Informatics Diversity-Enhanced Workforce (iDEW) program.	75	75
Interdisciplinary CS Workshop	A series of workshops focused on teaching standalone and/or interdisciplinary computer science in grades six-12.	186	210
CS-Focused PBL Workshop			
Innovation Workshop			
Programming Workshop			
Total Educators Impacted		261	285

IndianaComputes! Computer Science Training Numbers				
Workshop	Description	Total Number Trained through January 2022	Total Number Trained through July 1, 2022	
Cohort 1	Elementary	Year-long program intended to build teacher CS content knowledge that culminates in a week-long curriculum development experience.	25	25
	Middle		13	13
	High		9	9
	Multi-Grade/Other		13	13
Cohort 2	Teacher Coaches		16	16
	Elementary		16	16
	Middle		13	13
	High		4	4
Total Educators Impacted		109	109	



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Nextech Contract #2 - Computer Science Training Numbers

Workshop	Description	Total Number Trained through January 2022	Total Number Trained through July 1, 2022
CS Principles	Nine-day professional development experience for high school teachers including five-day, intensive training in the summer followed by quarterly Saturday workshops during the school year.	51	66
CS Principles Refresher	Two-day workshop for those who have participated in an initial CSP training but want to learn about changes to the course and associated exam.	20	20
CS Discoveries	Nine-day professional development experience for middle and high school teachers including five-day, intensive training in the summer followed by quarterly Saturday workshops during the school year.	101	124
Integrating CS in Middle School	One- or two-day workshop for middle school teachers.	107	120
Elementary Workshops	One- or two-day workshop for elementary teachers.	806	824
SCRIPT (districts)	One- or two-day workshop for district teams.	49	49
Cybersecurity Workshop	Three-day cybersecurity training for high school teachers.	23	23
CSA	Five-day intensive Java training for high school teachers.	34	60
WeTeach_CS Licensure Prep	Five-day preparation course for teachers seeking the CS license addition.	57	78
Pre-K Computer Science Workshop	One day workshop introducing pre-K educators how to engage pre-K students in computer science activities that build as students move on to grades K-8	-	20
K-5 Hands-On	Five-day intensive hands-on experience where educators could choose from a menu of	-	82



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	professional development options based on implementation strategy and grade level.		
Topics in CS	Five-day intensive professional development to provide training for NLPS 7351 Topics in Computer Science	-	19
Total Educators Impacted		1248	1416

As a result of an amendment to Nextech Contract #2, Nextech is participating in 2022 Summer of Learning conferences, as well as developing and curating English language learner and special education computer science resource hubs in the Indiana Learning Lab.

Project Lead The Way Computer Science Training Numbers			
Workshop	Description	Total Number Trained through January 2022	Total Number Trained through July 1, 2022
Computer Science for Innovators and Makers	Five-day training for middle school teachers teaching a computer science course.	63	63
App Creators		46	46
Computer Science Essentials	Up-to 10-day training for high schools teaching introductory computer science.	21	21
Computer Science Principles	Up-to 10-day training for high schools teaching AP CS Principles or Computer Science I.	25	25
Computer Science A	Up-to 10-day training for high schools teaching AP CS A or Computer Science II.	13	13
Cybersecurity	Up-to 10-day training for high schools teaching Computer Science III: Cybersecurity.	25	25
Total Educators Impacted		193	193



Status of Public Schools in Meeting Computer Science Curriculum Requirements

Kindergarten through Grade Eight

Prior to the enactment of SEA 172 (2018), there was limited availability of computer science-specific data for kindergarten through grade eight. IDOE has identified the following as currently-available indicators of progress at these grade levels.

Relevant Elementary and Middle School Student Enrollment Trends					
Course	Year				
	2016 - 2017	2017 - 2018	2018 - 2019	2019 - 2020	2020 - 2021
0488.K2 Computer Science <i>(kindergarten through grade two)</i>	-	-	-	-	8338
0488.35 Computer Science <i>(grades three through five)</i>	-	-	-	-	12740
0488.68 Computer Science <i>(grades six through eight)</i>	-	-	-	8714	11488
4803 Introduction to CS <i>(early high school)</i>	21	80	250	1084	366

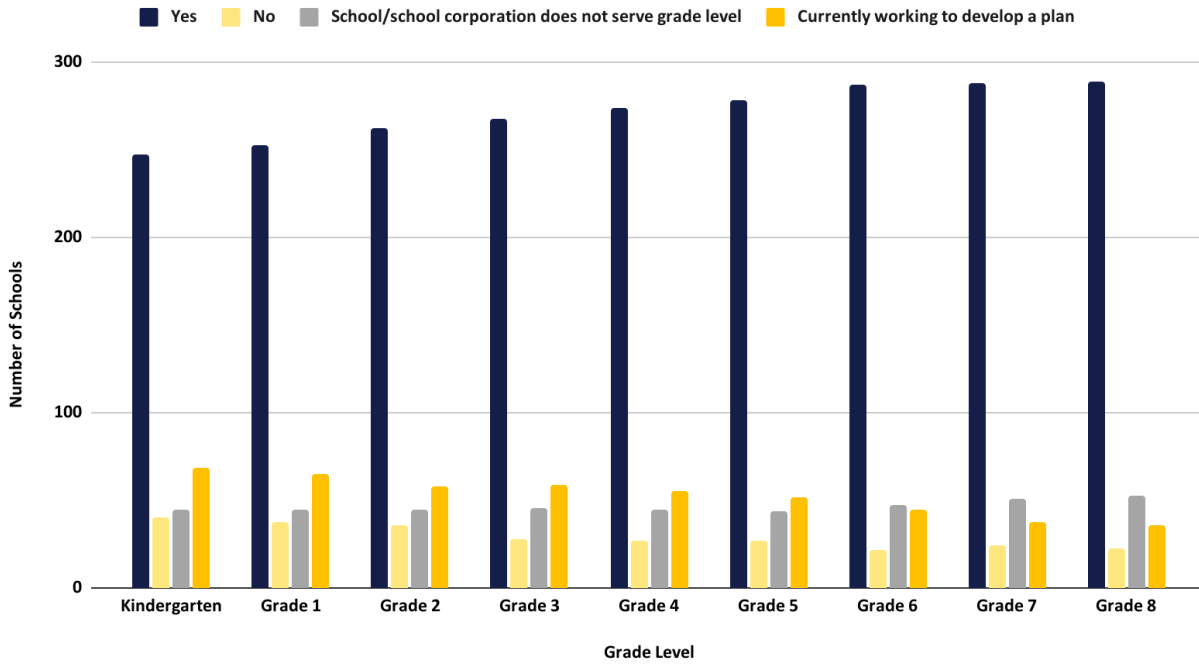
Additionally, IDOE included kindergarten through grade eight CS-related questions in the annual Tech Plan Survey for educators in spring 2022. Visual representations of the results are located on the following pages. Updated course completion data for the 2021-2022 school year will be available in July 2022.



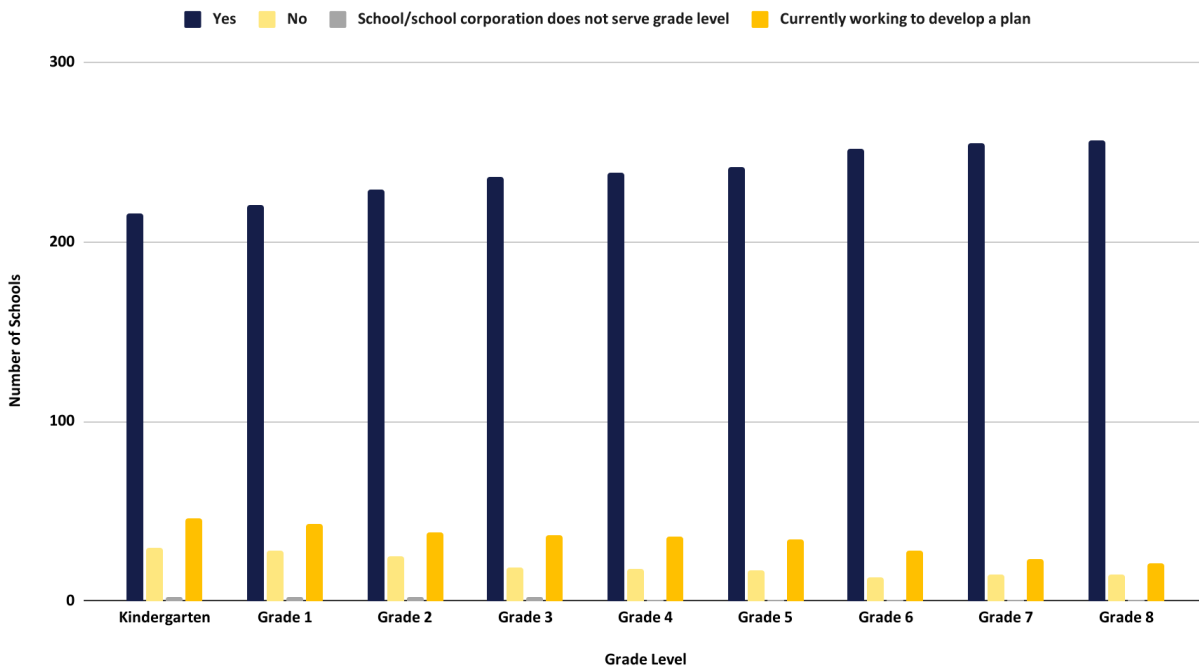
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Do your students receive standards-based CS instruction? (Traditional Public and Charter)



Do your students receive standards-based CS instruction? (Traditional Public Only)

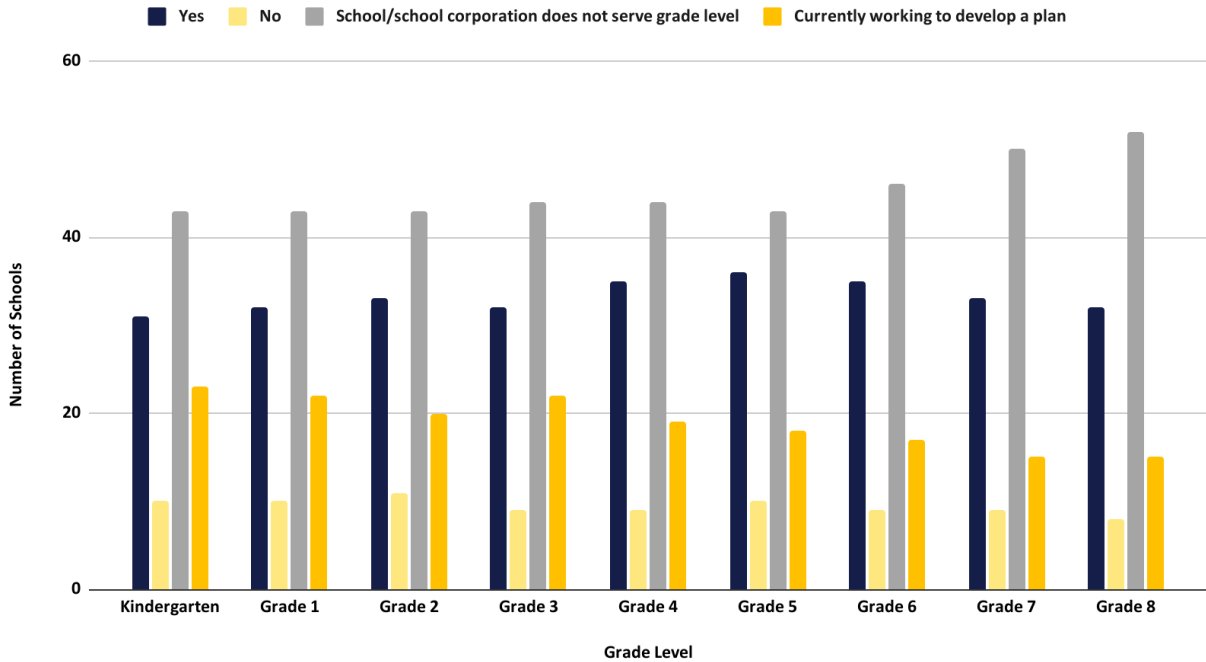




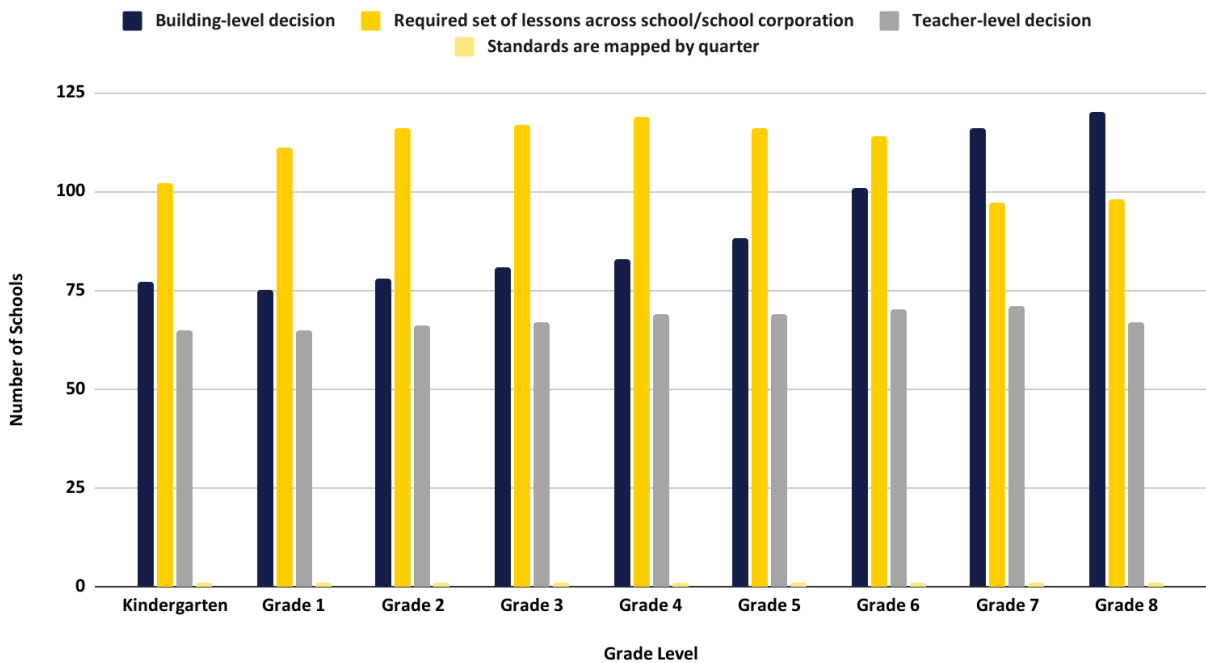
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Do your students receive standards-based CS instruction? (Charter Only)



Implementation Strategy (Traditional Public and Charter)

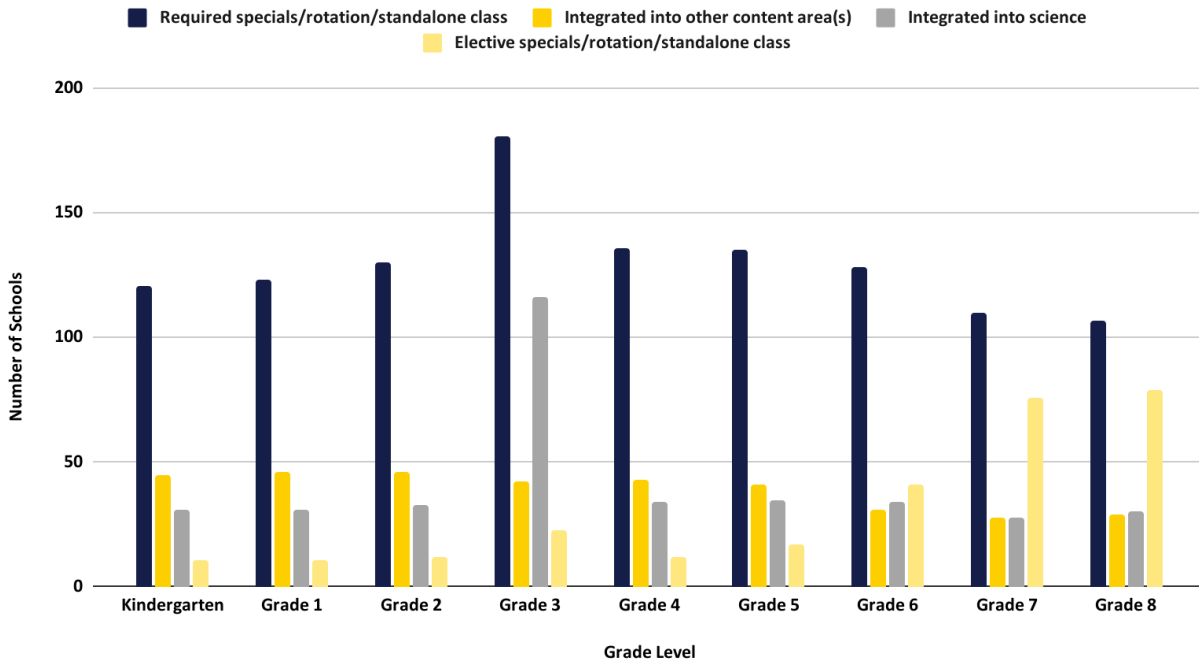




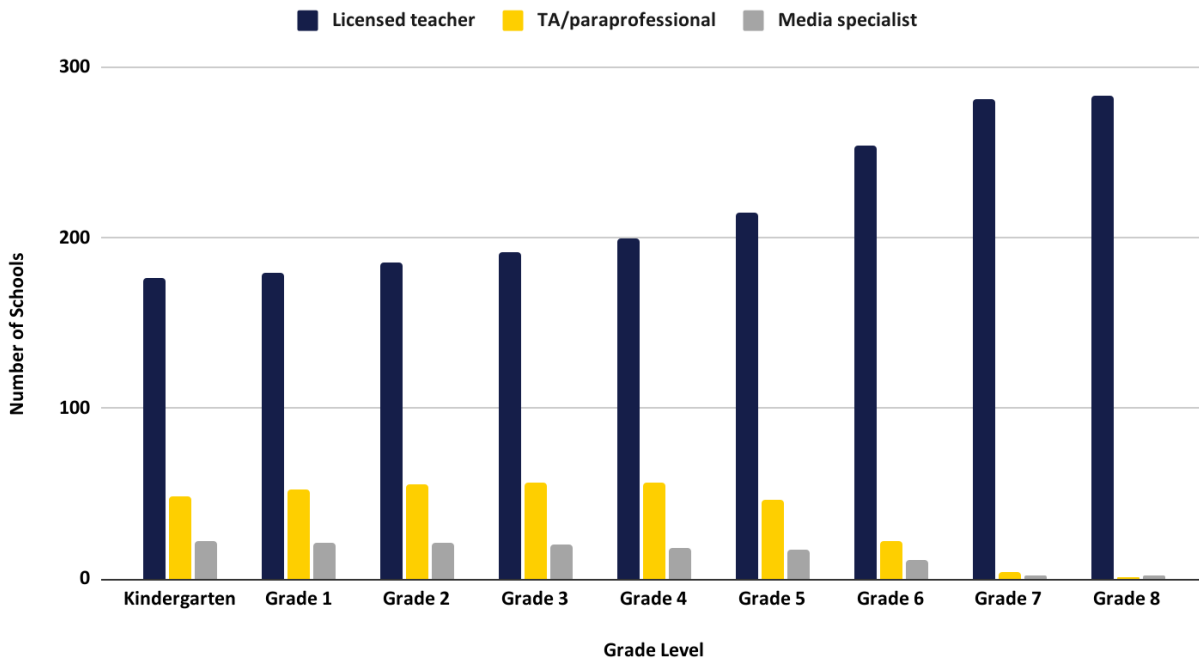
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Where does the majority of CS instruction take place? (Traditional Public and Charter)



Who delivers the majority of CS instruction? (Traditional Public and Charter)

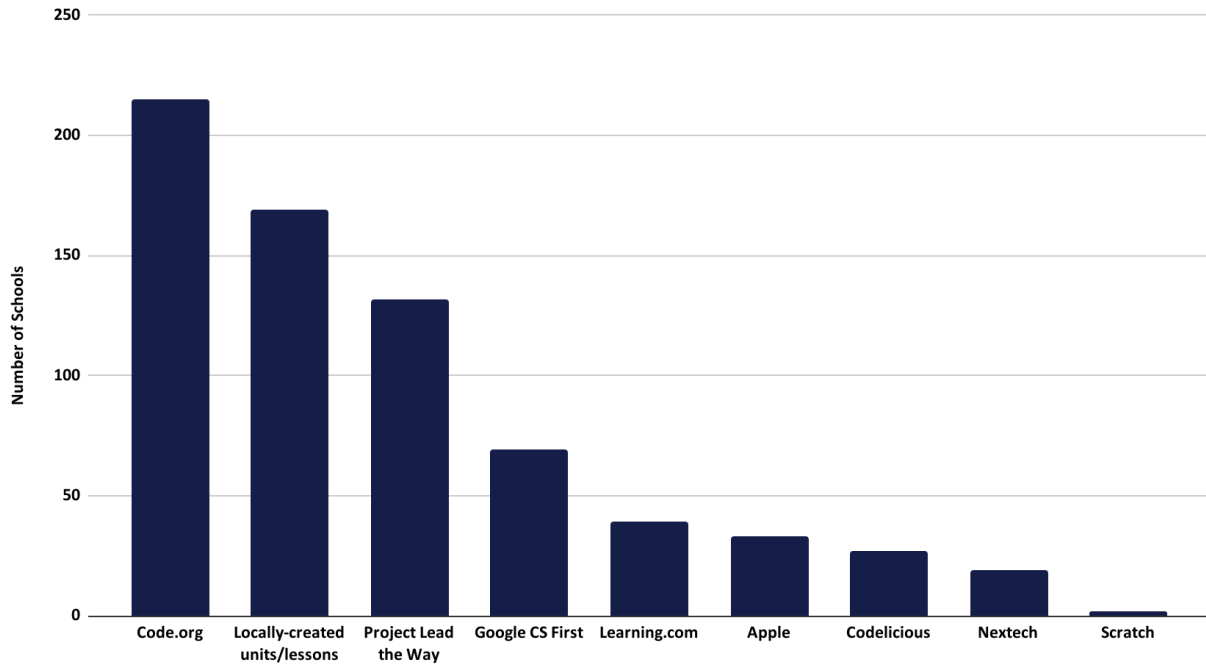




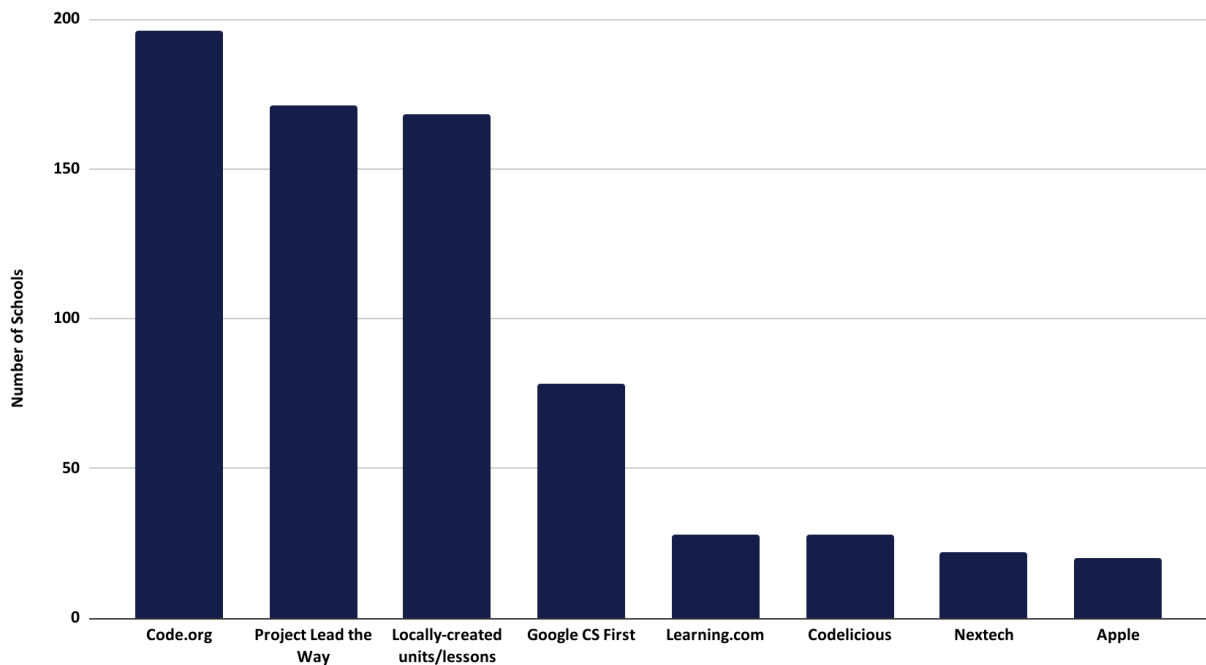
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What CS curriculum providers do you use in K-5? (Traditional Public and Charter)



What CS curriculum providers do you use in 6-8? (Traditional Public and Charter)





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Grades Nine through 12

ALL SCHOOLS			
School Year	Number of Schools	Number of Schools Offering At Least 1 CS Course	Percentage of all Schools
2016-2017	526	205	39%
2017-2018	537	239	45%
2018-2019	536	277	52%
2019-2020	535	339	63%
2020-2021	540	354	66%

TRADITIONAL PUBLIC SCHOOLS			
School Year	Number of Schools	Number of Schools Offering At Least 1 CS Course	Percentage of Schools
2016-2017	368	163	44%
2017-2018	367	186	51%
2018-2019	365	213	58%
2019-2020	366	264	72%
2020-2021	367	279	76%

PUBLIC CHARTER SCHOOLS			
School Year	Number of Schools	Number of Schools Offering At Least One CS Course	Percentage of Schools
2016-2017	48	12	25%
2017-2018	51	16	31%
2018-2019	52	18	35%
2019-2020	53	24	45%
2020-2021	60	26	43%

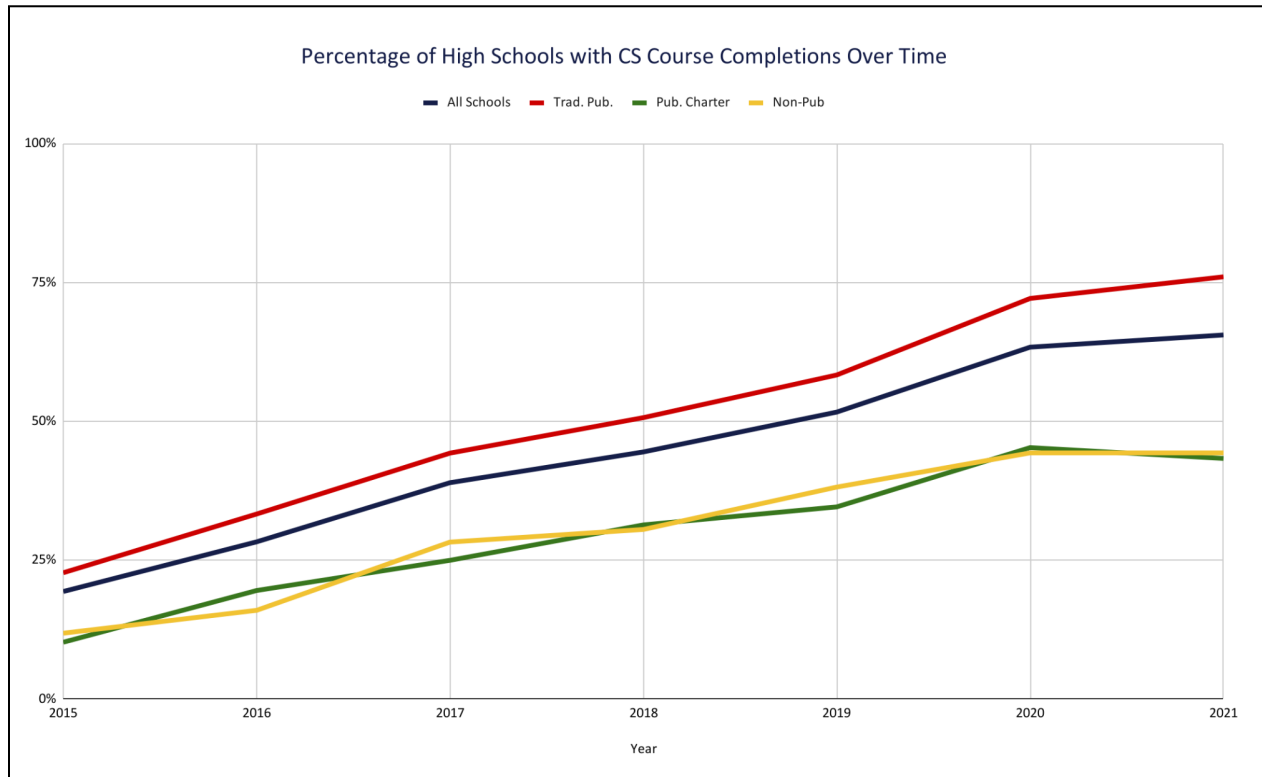
NONPUBLIC SCHOOLS			
School Year	Number of Schools	Number of Schools Offering At Least One CS Course	Percentage of Schools
2016-2017	99	28	28%
2017-2018	108	33	31%
2018-2019	110	42	38%
2019-2020	106	47	44%
2020-2021	106	47	44%

Updated course completion data for the 2021-2022 school year will be available by the end of July 2022.



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Traditional Public Schools <i>Without</i> a CS Course										
LOCALE	2016 - 2017		2017 - 2018		2018 - 2019		2019 - 2020		2020 - 2021	
	#	%	#	%	#	%	#	%	#	%
City: Large	12	41%	10	37%	6	32%	4	21%	3	16%
City: Midsize	9	90%	4	40%	4	40%	3	30%	4	36%
City: Small	13	46%	12	43%	10	38%	10	38%	6	26%
Rural: Distant	69	68%	60	59%	49	49%	38	38%	36	37%
Rural: Fringe	34	55%	31	50%	23	37%	14	23%	9	15%
Rural: Remote	2	50%	2	50%	2	50%	1	25%	1	25%
Suburb: Large	18	35%	20	38%	19	36%	7	13%	7	14%
Suburb: Midsize	2	33%	1	17%	1	17%	0	0%	0	0%
Suburb: Small	6	100%	4	67%	3	50%	3	50%	2	33%
Town: Distant	29	58%	26	52%	23	48%	12	25%	9	19%
Town: Fringe	11	55%	11	55%	8	40%	5	25%	3	15%
Town: Remote	1	100%	1	100%	0	0%	0	0%	0	0%
N/A	2	100%	5	100%	8	57%	10	56%	14	54%



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Public Charter Schools <i>Without</i> a CS Course									
2016-2017		2017-2018		2018-2019		2019-2020		2020-2021	
#	%	#	%	#	%	#	%	#	%
35	70%	38	69%	35	66%	30	56%	34	57%

Non-Public Schools <i>Without</i> a CS Course									
2016-2017		2017-2018		2018-2019		2019-2020		2020-2021	
#	%	#	%	#	%	#	%	#	%
61	71%	55	65%	68	63%	64	59%	59	56%

Since 2017, Indiana has shown consistent growth in the number of all school types offering computer science. Additionally, the number of counties with no computer science offered in traditional public high schools decreased from seven in 2019-2020 to five in 2020-2021. Blackford, Ohio, Starke, Union, and Warren counties offered no computer science in traditional public high schools in 2020-2021.

High School Enrollment Course	Year						
	2015	2016	2017	2018	2019	2020	2021
Introduction to CS	292	1428	2446	3553	5357	7585	8068
CS I	283	1592	3779	3596	4877	5100	6255
CS II	638	753	935	914	956	1035	1082
CS III: Special Topics	0	0	0	120	195	0	213
CS III: Software Dev	N/a	N/a	N/a	N/a	0	18	92
CS III: Databases	0	0	0	19	34	0	71
CS III: Informatics	N/a	1	35	48	15	138	73
CS III: Cybersecurity	N/a	N/a	N/a	N/a	11	315	524
AP CS A	900	958	1070	1098	1180	1247	1025
AP CS Principles	0	0	559	764	1301	1659	1940
CS Standard Level, IB	0	28	33	29	30	30	34
CS Higher Level, IB	0	0	0	0	0	0	0
Cambridge Int AS and A	N/a	N/a	N/a	N/a	0	0	0
	2113	4760	8857	10141	13956	17127	19377



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Plans for Continued Growth

- Engage regional Education Service Centers in developing an outreach plan and support strategy to address remaining compliance gaps.
- Ensure timely and relevant professional development opportunities continue to be available for teachers of all backgrounds across all grade levels.
- Update kindergarten through grade eight CS frameworks to provide educators with resources to implement 2022 K-8 Computer Science Standards in alignment with national best practices.
- Identify additional strategies for supporting and engaging schools that are experiencing barriers to computer science implementation.
- Continue existing partnerships with organizations such as Girls Who Code, Expanding Computing Education Pathways Alliance, CSforIN, professional development partners, and others to continue scaling CS education across Indiana.
- Leverage the Expanding Access to Well-Rounded Courses Grant to develop creative solutions for offering CS courses in non-traditional ways.
- Maintain a high level of support and technical assistance for schools and districts.

Conclusion

Indiana is fortunate to have a supportive policy climate as related to computer science education. This, along with state-supported professional development efforts, has resulted in tremendous growth of computer science implementation in Indiana's kindergarten through grade 12 schools over the past few years. The data and indicators outlined above demonstrate this growth and also clarify areas where continued or expanded support is necessary.

- Successes of note include:
 - The percentage of all high schools (public, public charter, and non-public) offering at least one computer science course reached an all-time high of approximately 66% in the 2020-2021 school year.
 - The number of Indiana counties where no high schools are offering at least one computer science course has reached an all-time low of <1%.



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- The vast majority of kindergarten through grade eight public schools are either currently teaching computer science standards or developing a plan to teach computer science standards.
- New CTE programs of study have been aligned with postsecondary and industry credentials.

- Areas for improvement:
 - While the number of high school students taking a computer science course has reached 19,377, this number only represents approximately 6% of high school students.
 - High school student participation in advanced computer science coursework is relatively low.
 - Anecdotal evidence and survey results indicate that identifying a teacher may be a barrier to computer science implementation in some schools.

With continued support from IDOE, the Indiana General Assembly, the Governor's Office, Indiana K-12 schools, families, and other public and private stakeholders, Indiana can continue to expand computer science education and opportunities for students and be a recognized leader in computer science education across the United States.

Please contact [Jake Koressel](#) with any questions.

Appendices

Appendix A - CodeHS Contract (October 1, 2019 - July 31, 2022)

Appendix B - Indiana University Contract (October 1, 2019 - July 31, 2022)

Appendix C - Nextech Contract (October 1, 2019 - July 31, 2022)

Appendix D - Notre Dame Contract (February 10, 2020 - July 31, 2022)

Appendix E - Project Lead The Way Contract (May 1, 2020 - July 31, 2022)

Appendix F - SEA 172 Gov CS Report, January 2021