



INDIANA STATE BOARD OF EDUCATION

INTASS/IU Contract to Support Districts and Educators

Wednesday, June 3rd, 2015

Agenda

- ▶ History and Overview
- ▶ Scope of Work
- ▶ Next Steps

History and Overview

- ▶ Feedback from over 6,000 educators in the field over the past 7 months identified that there are areas of the educator evaluation system that need improvement.
- ▶ In February 2015, TNTP made recommendations to the SBOE to improve Indiana's educator evaluation system.
- ▶ At the request of the SBOE, the INTASS project at Indiana University submitted an initial proposal that outlined a work scope intended to support the SBOE and the Indiana Department of Education (IDOE) in implementing some of the TNTP recommendations and conducting necessary research on Indiana's evaluation system.
- ▶ This scope of work has the support of DOE leadership and staff along with the SBOE and SBOE staff.

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- ▶ Scope of Work

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Scope of Work Highlights

- ▶ Vision and Theory of Action: Set a vision and theory of action for teacher evaluation; Provide leadership for change management and implementation of newly adopted policies and practices.
- ▶ Increased Focus on High Quality Training--Evaluators: Offer “plan agnostic” training, leverage ESC’s to provide high quality training, and highlight mutually reinforcing nature of evaluator evaluation and teacher evaluation.
- ▶ Educator Engagement: Provide guidance to districts on how to create and implement an appropriate teacher engagement process.
- ▶ Monitoring Plans for Consistency: Support corporation administrators to leverage best practices when designing evaluation plans; Institute a regular reporting cycle on the progress of implementation.
- ▶ Revisions to the State Model: Streamline the TER and align it to

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Next Steps

- ▶ The INTASS/IU contract will come before the SBOE for approval at the July 1st SBOE business meeting.
- ▶ Ashley Cowger (SBOE staff), Sarah Pies (DOE staff), and Dr. Cole and Dr. Murphy (INTASS/IU) will continue to work together and collaborate as the Management Team to ensure streamlined efforts and support for the field.

Introduction

In January of 2015, TNTP made recommendations to the Indiana State Board of Education (SBOE) for changes in Indiana’s Evaluation System. At the request of the SBOE, the INTASS project at Indiana University submitted an initial proposal that outlined a work scope intended to support the SBOE and the Indiana Department of Education (IDOE) in implementing the TNTP recommendations. This document further elaborates on the initial proposal and includes a recommended budget for the work.

The Indiana Teacher Appraisal and Support System (INTASS) was created in 2011 as a process to support Indiana school districts in the development and implementation of their teacher evaluation plans. INTASS has used its process --a collaborative framework for planning to include input and create “buy in” from all stakeholders-- to assist districts in the state in the development and implementation of teacher evaluation plans that go beyond compliance in addressing the requirements of Senate Bill 1. The INTASS process includes all stakeholders in a plan development and implementation process that creates buy in and focuses upon supporting teachers and principals in developing capacity and improving the teaching and learning process.

The INTASS process incorporates the concepts of **Equity, Effectiveness and Efficiency** as fundamental to the development of high quality appraisal systems that go beyond compliance and achieve the intent of the legislation to improve teaching and learning. **Equity** ensures a system that is fair to teachers and guarantees the opportunity for all students to benefit from the appraisal process. **Effectiveness** in the system optimizes instructional excellence and academic achievement, provides teachers with high quality feedback and addresses learning outcomes. **Efficiency** ensures that the system is designed for consistent, comprehensive and manageable implementation in transparent and predictable ways.

The INTASS project is guided by a set of principles that help school districts create and implement:

- 1. A system that ensures fair and accurate judgments about the teaching and learning process.*
- 2. A system that enables valid judgments/assessment of student growth.*
- 3. A system that includes multiple measures of student achievement.*
- 4. A system that facilitates a productive professional dialogue among teachers and administrators to ensure continuous improvement.*
- 5. A system that creates confidence and support for all stakeholders.*
- 6. A system that incorporates procedures to address anomalies and inconsistencies in the implementation process.*
- 7. A system that incorporates collegial decision-making.*

Work Scope

The following work scope is organized by the specific topic areas and recommendations made by TNTP.

Vision and Theory of Action: Set a vision and theory of action for teacher evaluation; Provide leadership for change management and implementation of newly adopted policies and practices.

INTASS will develop and implement a research design that focuses on features of plan development and implementation that create buy in, sustain and improve healthy school climate, support and develop teachers in the improvement of instruction, and improve the teaching and learning process. The results of this ongoing research will be used to further inform and assist the SBOE and the DOE in offering guidance and support to districts in their plan implementation for effectiveness.

Phase 1: In collaboration with IDOE and SBOE staff, develop the research design based on the research question: What are the development and implementation plan features associated with teacher effectiveness and student learning?

Phase 2: Using existing data, analyze district plans to identify the features associated with teacher effectiveness and student learning outcomes.

Phase 3: Identify the relationship between differentiated district ratings and teacher and student outcomes.

Phase 4: Repeat the 2014 INTASS survey.

Increased Focus on High Quality Training--Evaluators: Offer “plan agnostic” training, leverage ESC’s to provide high quality training, and highlight mutually reinforcing nature of evaluator evaluation and teacher evaluation.

INTASS has established standards for evaluator training that has guided the creation of the online training tutorials and would guide the curriculum for Level 2 training described below.

INTASS will provide the INTASS Level 1 “plan agnostic” online evaluator training to evaluators throughout the state. The successful completion of this online training would provide the evaluator with a certification that acknowledges they are prepared to continue to Level 2 training. The ESC personnel would also complete the online evaluator training.

Level 2 training would be provided in a face-to-face format at the Educational Service Centers (ESC). INTASS will develop a “Level 2” curriculum that would build on and

support the skills that evaluators receive in the online format. INTASS will use this curriculum to train ESC personnel who will provide face-to-face training to evaluators in their regional locations. As part of this partnership with the ESC's, INTASS will provide ongoing monitoring and evaluation of the training to ensure that evaluators across the state are receiving high quality training in a consistent manner. There would be an annual licensing fee for ESC's that would include a fee that would maintain certification for ESC trainers and continued access to the training material.

INTASS will partner with the Indiana Association of Public School Superintendents and the Indiana Urban Schools Association to provide training to Superintendents on how to effectively support and evaluate evaluators.

Increased Focus on High Quality Training-Teacher Training

Using the INTASS Evaluator training standards, INTASS will develop similar standards for teacher training. INTASS will provide the Level 1 "plan agnostic" online evaluator training to teachers throughout the state. INTASS will develop a segment in the "Level 2" training curriculum for evaluators that will address the ways in which evaluators can and should engage their teachers to become fluent with the observation rubric being used in their district.

Educator Engagement: Provide guidance to districts on how to create and implement an appropriate teacher engagement process.

INTASS will work with the IDOE to develop guidance on best practices to involve teachers in the evaluation process. The INTASS rubric, designed and based on research-based practices will be used as the framework for this guidance. This collaborative work with the IDOE would result in a series of webinars and/or tutorials that could be posted along with written guidance.

Monitoring Plans for Consistency: Support corporation administrators to leverage best practices when designing evaluation plans; Institute a regular reporting cycle on the progress of implementation.

INTASS proposes a process for recognizing districts that are implementing high quality plans with fidelity with incentives for plan development and implementation that go beyond compliance. Districts could self nominate themselves to complete this process or the IDOE could recommend that districts participate in this process based on their initial compliance monitoring review. IDOE could also stipulate that district's yet to be monitored could submit their high quality rating as a substitute for some part or all of their scheduled monitoring visit.

Using the *INTASS Plan Rubric*, the INTASS team will facilitate a leadership team (in the recommended district) to analyze their district plan against best practices components.

This would result in a “gap analysis” that would support a district to refine or revise their district plan. Once this is complete, the INTASS team, using the *INTASS Evidence of Implementation* tool, would facilitate the leadership team to assess their implementation, providing evidence to support their self-ratings. Districts who receive an 80% or higher implementation would be awarded a “high quality” designation.

Highly quality districts would be recognized publicly by the SBOE and could receive “model” status. INTASS would bring together these “model” districts and establish a network of resources and support and provide a mechanism for scaling up the number of highly effective districts. Additionally, this designation could result in less compliance monitoring from the IDOE as long as they retain their highly quality status. INTASS would work with SBOE and IDOE to determine the process by which high quality districts maintain their status. The entire process would be coordinated with IDOE staff and become part of their ongoing assurance of plan quality and implementation.

Finally, INTASS will work with the IDOE to develop guidance and resources to support districts that want to change or revise their evaluation plan. The INTASS standards for plan development (INTASS Rubric) would be the framework for this guidance.

Revisions to the State Model: Streamline the TER and align it to the new state standards.

INTASS will convene a group of stakeholders across the state to review and revise the RISE TER using INTASS teacher evaluation rubric revision processes. We believe that INTASS is uniquely qualified for this recommendation because of its work with districts in the state in the revision of their teacher development plans.

Budget

The budget is spread over a two-year period. Two activities, the Level 1 training and the Recognition of High Quality Plans span across both years. The table below outlines the activities, the deliverables and the cost associated with the above work scope.

<i>Activities</i>	<i>Deliverables</i>	<i>Timeline</i>
Research Design and Implementation	<ul style="list-style-type: none"> • Outline of research design including methods and measures • Reports 	Phase 1: Summer 2015 Phase 2: Fall-Spring 2015-16 Phase 3: Fall 2016 Phase 4: Spring 2017

Level 1 Evaluator and Teacher Training	<ul style="list-style-type: none"> • Online training tutorials • Data, including number of completions and satisfaction ratings 	Late summer 2015- June 2016
Level 2 Evaluator Training with ESC's	<ul style="list-style-type: none"> • Standards based curriculum • Protocol for monitoring training • Evaluation data of trainings 	Spring/Summer 2016
Superintendent training	<ul style="list-style-type: none"> • Standards based curriculum • Evaluation data of trainings 	Fall 2016
Work with IDOE to provide guidance for teacher engagement in the evaluation process	<ul style="list-style-type: none"> • Webinars/tutorials • Written guidance 	Spring/Summer 2016
Recognition of high quality implementation	<ul style="list-style-type: none"> • Network of "model" districts • List of "highly effective" districts 	September 2015-June 2017
Work with IDOE to develop guidance on plan revision	<ul style="list-style-type: none"> • Guidance documents and resources 	Spring/Summer 2016
Revisions to state model TER	<ul style="list-style-type: none"> • Revised RISE rubric 	Gather feedback from RISE users: Fall 2015 Revise Rubric: Spring-Summer 2016 Implementation: School year 2016-17

Activity Timeline

Activity	Year 1- 2015-2016				Year 2- 2016-17			
	August 2015	December 2015	January 2016	July 2016	August 2016	December 2016	January 2017	July 2017
Research Phase 1-2								
Research Phase 3-4								
Level 1 Evaluator Training								
Level 2 Evaluator Training								
Supt. Training								
IDOE guidance on engagement								
Recognition of High Quality Implementation								
IDOE Guidance Plan Revision								
Revise TER								

**CONTRACT BETWEEN THE STATE AND THE TRUSTEES OF INDIANA
UNIVERSITY
EDS # BU1-5-0008**

This Contract (the “Contract”), entered into by and between the Indiana State Board of Education (the “State”) and the Trustees of Indiana University (the “State Educational Institution,” an institution referred to in IC §21-7-13-32(b)), 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 the State Educational Institution.** The duties of the State Educational Institution are set forth on **Exhibit A – Work Scope and Budget**, attached hereto and incorporated fully herein.
- 2. Consideration.** The State Educational Institution will be paid \$550,000.00 for performing the duties set forth above. Total remuneration under this Contract shall not exceed \$550,000.00.
- 3. Term.** This Contract shall commence on May 1, 2015 and shall remain in effect through July 31, 2017.
- 4. “Separateness” of Contracts between 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 Contracts between the State of Indiana and State Institutions and in any contract for professional services are specific to the department or unit of the State Educational Institution. The existence or status of any one contract between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract and shall not form the basis for termination of any other contract by either party.
- 5. Access to Records.** The State Educational Institution 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 term, 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.
- 6. Assignment; Successors.** The State Educational Institution binds its successors and assignees to all the terms and conditions of this Contract. The State Educational Institution shall not assign or subcontract the whole or any part of this Contract without the State’s prior written consent. The State Educational Institution may assign its right to receive payments to such third parties as the State Educational Institution may desire without the prior written consent of the State, provided that the State Educational Institution 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.

7. Audits. The State Educational Institution 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 and all applicable provision of OMB Circular A-133.

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

9. Compliance with Laws

A. The State Educational Institution 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 of any 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 State Educational Institution to determine whether the provisions of this Contract require formal modification.

B. The State Educational Institution and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in IC 4-2-6, et seq., IC 4-2-7, et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the State Educational Institution is not familiar with these ethical requirements, the State Educational Institution should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ig/>. If the State Educational Institution or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the State Educational Institution. In addition, the State Educational Institution may be subject to penalties under IC 4-2-6 and IC 4-2-7.

C. The State Educational Institution certifies by entering into this Contract, that it is not presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The State Educational Institution agrees that further work may be withheld, delayed, or denied and/or this Contract suspended until the State Educational Institution is current in its payments and has submitted proof of such payment to the State.

D. The State Educational Institution warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State.

E. If a valid dispute exists as to the State Educational Institution'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 State Educational Institution, the State Educational Institution may request that it be allowed to

continue, or receive work, without delay. The State Educational Institution 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.

F. The State Educational Institution warrants that the State Educational Institution and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as 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 State Educational Institution agrees that the State may confirm, at any time, that no liabilities exist to the State, and, if such liabilities are discovered, that the State may bar the State Educational Institution from contracting with the State in the future and cancel existing contracts.

H. As required by IC 5-22-3-7:

(1) The State Educational Institution and its principals certify that:

(A) the State Educational Institution, 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 State Educational Institution 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 State Educational Institution and any principals of the State Educational Institution certify that an affiliate or principal of the State Educational Institution and any agent acting on behalf of the State Educational Institution or on behalf of an affiliate or principal of the State Educational Institution, 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.

10. Confidentiality of Data, Property Rights in Products, Copyright Prohibition and Ownership of Documents and Materials.

A. Publication and dissemination of the project results are of fundamental importance to both the State and the State Educational Institution. The State Educational Institution is free to publish in academic journals, present at symposia, or use any results arising out of the performance of this Contract for its own internal instructional and research, or publication (i.e. graduate theses and dissertations) objectives. Any publications or presentations referencing the State shall be made in accordance with this Article.

B. The parties agree that all information, data, findings, recommendations, proposals, by whatever name described and in whatever form secured, developed, written or produced by the State Educational Institution in furtherance of this Contract shall be available to the State for its use and distribution at its discretion without additional charge to State. The State Educational Institution shall take such action as is necessary under law to preserve such rights in and of the State while such property is within the control and/or custody of the State Educational Institution. Full, immediate, and unrestricted access to the work product of the State Educational Institution during the term of this Contract shall be available to the State.

C. Use of these materials, other than related to Contract performance by the State Educational Institution, that includes any reference to the State, without the prior written consent of the State, is prohibited. For any purposes outside those contemplated by this Contract, and for which the State's participation will be referenced, the State shall have the right of review and approval of the use, disclosure, and the finished product prior to its publication. All such requests shall be made in writing and delivered to the Agency Head or his/her designee. The State shall have sixty (60) days to review such requests and will respond in writing to the State Educational Institution. If the State has not responded within sixty (60) days, the request will be deemed approved.

D. The State Educational Institution and the State agree that the distribution of proceeds from any commercial licenses for patentable or copyrightable material developed as a result of this Contract, other than publications and presentations outlined in the preceding paragraph, shall be negotiated by the parties and shall be representative of the input of each party.

11. Confidentiality of State Information. The State Educational Institution understands and agrees that data, materials, and information disclosed to the State Educational Institution may contain confidential and protected information. Therefore, except to the extent required by the Indiana Access to Public Records Act, IC 5-14-3, the State Educational Institution covenants that data, material and information gathered, based upon or disclosed to the State Educational Institution for the purpose of this Contract, and specifically identified as confidential information by the State, will not be disclosed to or discussed with third parties without the prior written consent of the State.

12. Debarment and Suspension.

A. The State Educational Institution certifies by entering into this Contract that it is not 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. 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 State Educational Institution.

B. The State Educational Institution certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible

for any recoupments or penalties that might arise from non-compliance. The State Educational Institution 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.

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

14. Disputes

A. Should any disputes arise with respect to this Contract, the State Educational Institution and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The State Educational Institution 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 State Educational Institution fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the State Educational Institution as a result of such failure to proceed shall be borne by the State Educational Institution, and the State Educational Institution shall make no claim against the State for such costs.

C. If a party to the Contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the parties have ten (10) working days, unless the parties mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party shall submit the dispute in writing according to the following procedure:

The parties agree to resolve such matters through submission in writing of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the State Educational Institution and the State within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the parties concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive administrative decision unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration or mediation for a determination. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the State Educational Institution of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the State Educational Institution to terminate this Contract, and the State Educational Institution may bring suit to collect these amounts without following the disputes procedure contained herein.

15. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a “Force Majeure Event”), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

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

17. 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.

18. HIPAA Compliance. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the State Educational Institution 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.

19. FERPA Compliance. If the State Educational Institution is an “educational agency or institution” as that term is defined by the Family Educational Rights and Privacy Act (FERPA), 20 USC 1232g, 34 CFR 99.1, and this Contract involves “personally identifiable information,” as defined at 34 CFR 99.3, the State Educational Institution covenants that it will appropriately safeguard from unauthorized disclosure to third parties any “personally identifiable information” with respect to a student.

20. Independent Contractor; Workers’ Compensation Insurance. The State Educational Institution 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 State Educational Institution

shall provide all necessary unemployment and workers' compensation insurance for the State Educational Institution's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

21. Information Technology Accessibility. The State Educational Institution specifically agrees that all hardware, software, and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 749d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by the Indiana Office of Technology (IOT) in advance. The State may terminate this contract for default if State Educational Institution fails to cure a breach of this provision within a reasonable time.

22. Minority and Women's Business Enterprises Compliance. Removed by agreement of the parties.

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

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

24. 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.

25. Taxes. The State is exempt from state, federal and local taxes. The State will not be responsible for any taxes levied on the State Educational Institution as a result of this Contract.

26. Indiana Veteran’s Business Enterprise Compliance. Removed by agreement of the parties.

27. 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.

28. Work Standards. The State Educational Institution 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.

29. State Boilerplate Affirmation Clause. The Contractor affirms that it has not altered, modified or changed the State’s Boilerplate contract clauses (as defined in the *2014 OAG/ IDOA Professional Services Contract Manual – State Educational Institution*) in any way except for the following clauses which are named below:

22. Minority and Women’s Business Enterprises Compliance. Removed by agreement of the parties.

26. Indiana Veteran’s Business Enterprise Compliance. Removed by agreement of the parties.

Non-Collusion and Acceptance

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

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

Trustees of Indiana University

Indiana State Board of Education

By: _____

By: _____

Name and Title, Printed

Robert Guffin, Executive Director

Date: _____

Date: _____

Approved by:
Indiana Department of Administration

Approved by:
State Budget Agency

By: _____ (for)
Jessica Robertson, Commissioner

By: _____ (for)
Brian E. Bailey, Director

Date: _____

Date: _____

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

(for)
Gregory F. Zoeller, Attorney General

Date: _____

Exhibit A – Work Scope and Budget

Introduction

In January of 2015, TNTP made recommendations to the Indiana State Board of Education (SBOE) for changes in Indiana’s Evaluation System. At the request of the SBOE, the INTASS project at Indiana University submitted an initial proposal that outlined a work scope intended to support the SBOE and the Indiana Department of Education (IDOE) in implementing the TNTP recommendations. This document further elaborates on the initial proposal and includes a recommended budget for the work.

The Indiana Teacher Appraisal and Support System (INTASS) was created in 2011 as a process to support Indiana school districts in the development and implementation of their teacher evaluation plans. INTASS has used its process --a collaborative framework for planning to include input and create “buy in” from all stakeholders-- to assist districts in the state in the development and implementation of teacher evaluation plans that go beyond compliance in addressing the requirements of Senate Bill 1. The INTASS process includes all stakeholders in a plan development and implementation process that creates buy in and focuses upon supporting teachers and principals in developing capacity and improving the teaching and learning process.

The INTASS process incorporates the concepts of **Equity, Effectiveness and Efficiency** as fundamental to the development of high quality appraisal systems that go beyond compliance and achieve the intent of the legislation to improve teaching and learning. **Equity** ensures a system that is fair to teachers and guarantees the opportunity for all students to benefit from the appraisal process. **Effectiveness** in the system optimizes instructional excellence and academic achievement, provides teachers with high quality feedback and addresses learning outcomes. **Efficiency** ensures that the system is designed for consistent, comprehensive and manageable implementation in transparent and predictable ways.

The INTASS project is guided by a set of principles that help school districts create and implement:

- 1. A system that ensures fair and accurate judgments about the teaching and learning process.*
- 2. A system that enables valid judgments/assessment of student growth.*
- 3. A system that includes multiple measures of student achievement.*
- 4. A system that facilitates a productive professional dialogue among teachers and administrators to ensure continuous improvement.*
- 5. A system that creates confidence and support for all stakeholders.*
- 6. A system that incorporates procedures to address anomalies and inconsistencies in the implementation process.*

7. *A system that incorporates collegial decision-making.*

Work Scope

The following work scope is organized by the specific topic areas and recommendations made by TNTP.

Vision and Theory of Action: Set a vision and theory of action for teacher evaluation; Provide leadership for change management and implementation of newly adopted policies and practices.

INTASS will develop and implement a research design to enable the features of plan development and implementation that create buy in, sustain and improve healthy school climate, support and develop teachers in the improvement of instruction, and improve the teaching and learning process to be identified, and their impact evaluated. The results of this ongoing research will be used to further inform and assist the SBOE and the DOE in offering guidance and support to districts in their plan implementation for effectiveness.

Phase 1: In collaboration with IDOE and SBOE staff, develop the research design based on the research question: What are the development and implementation plan features associated with teacher effectiveness and student learning?

Phase 2: Using existing data, analyze district plans to identify the features associated with teacher effectiveness and student learning outcomes.

Phase 3: Identify the relationship between differentiated district ratings and teacher and student outcomes.

Phase 4: Repeat the 2014 INTASS survey.

Increased Focus on High Quality Training--Evaluators: Offer “plan agnostic” training, leverage ESC’s to provide high quality training, and highlight mutually reinforcing nature of evaluator evaluation and teacher evaluation.

INTASS has established standards for evaluator training that has guided the creation of the online training tutorials and would guide the curriculum for Level 2 training described below.

INTASS will provide the INTASS Level 1 “plan agnostic” online evaluator training to evaluators throughout the state. The successful completion of this online training would provide the evaluator with a certification that acknowledges they are prepared to continue to Level 2 training. The ESC personnel would also complete the online evaluator training.

Level 2 training would be provided in a face-to-face format at the Educational Service Centers (ESC). INTASS will develop a “Level 2” curriculum that would build on and support the skills that

evaluators receive in the online format. INTASS will use this curriculum to train ESC personnel who will provide face-to-face training to evaluators in their regional locations. As part of this partnership with the ESC's, INTASS will provide ongoing monitoring and evaluation of the training to ensure that evaluators across the state are receiving high quality training in a consistent manner. There would be an annual licensing fee for ESC's that would include a fee that would maintain certification for ESC trainers and continued access to the training material.

INTASS will partner with the Indiana Association of Public School Superintendents and the Indiana Urban Schools Association to provide training to Superintendents on how to effectively support and evaluate evaluators.

Increased Focus on High Quality Training-Teacher Training

Using the INTASS Evaluator training standards, INTASS will develop similar standards for teacher training. INTASS will provide the Level 1 "plan agnostic" online evaluator training to teachers throughout the state. INTASS will develop a segment in the "Level 2" training curriculum for evaluators that will address the ways in which evaluators can and should engage their teachers to become fluent with the observation rubric being used in their district.

Educator Engagement: Provide guidance to districts on how to create and implement an appropriate teacher engagement process.

INTASS will work with the IDOE to develop guidance on best practices to involve teachers in the evaluation process. The INTASS rubric, designed and based on research-based practices will be used as the framework for this guidance. This collaborative work with the IDOE would result in a series of webinars and/or tutorials that could be posted along with written guidance.

Monitoring Plans for Consistency: Support corporation administrators to leverage best practices when designing evaluation plans; Institute a regular reporting cycle on the progress of implementation.

INTASS proposes a process for recognizing districts that are implementing high quality plans with fidelity with incentives for plan development and implementation that go beyond compliance. Districts could self nominate themselves to complete this process or the IDOE could recommend that districts participate in this process based on their initial compliance monitoring review. IDOE could also stipulate that district's yet to be monitored could submit their high quality rating as a substitute for some part or all of their scheduled monitoring visit.

Using the *INTASS Plan Rubric*, the INTASS team will facilitate a leadership team (in the recommended district) to analyze their district plan against best practices components. This would result in a "gap analysis" that would support a district to refine or revise their district plan. Once this is complete, the INTASS team, using the *INTASS Evidence of Implementation* tool, would facilitate the leadership team to assess their implementation, providing evidence to

support their self-ratings. Districts who receive an 80% or higher implementation would be awarded a “high quality” designation.

Highly quality districts would be recognized publicly by the SBOE and could receive “model” status. INTASS would bring together these “model” districts and establish a network of resources and support and provide a mechanism for scaling up the number of highly effective districts. Additionally, this designation could result in less compliance monitoring from the IDOE as long as they retain their highly quality status. INTASS would work with SBOE and IDOE to determine the process by which high quality districts maintain their status. The entire process would be coordinated with IDOE staff and become part of their ongoing assurance of plan quality and implementation.

Finally, INTASS will work with the IDOE to develop guidance and resources to support districts that want to change or revise their evaluation plan. The INTASS standards for plan development (INTASS Rubric) would be the framework for this guidance.

Revisions to the State Model: Streamline the TER and align it to the new state standards.

INTASS will convene a group of stakeholders across the state to review and revise the RISE TER using INTASS teacher evaluation rubric revision processes. We believe that INTASS is uniquely qualified for this recommendation because of its work with districts in the state in the revision of their teacher development plans.

Budget

The budget is spread over a two-year period. Two activities, the Level 1 training and the Recognition of High Quality Plans span across both years. The table below outlines the activities, the deliverables and the cost associated with the above work scope.

<i>Activities</i>	<i>Deliverables</i>	<i>Timeline</i>	<i>Cost</i>
Research Design and Implementation	<ul style="list-style-type: none"> • Outline of research design including methods and measures • Reports 	Phase 1: Summer 2015 Phase 2: Fall-Spring 2015-16 Phase 3: Fall 2016 Phase 4: Spring 2017	Phase 1-2: \$50,000 Phase 3-4: \$50,000
Level 1 Evaluator and Teacher Training	<ul style="list-style-type: none"> • Online training tutorials • Data, including number of completions and satisfaction ratings 	Late summer 2015- June 2016	Up to 1000 users- \$100,000 Over 1000 users- \$200,000

Level 2 Evaluator Training with ESC's	<ul style="list-style-type: none"> Standards based curriculum Protocol for monitoring training Evaluation data of trainings 	Spring/Summer 2016	\$72,000
Superintendent training	<ul style="list-style-type: none"> Standards based curriculum Evaluation data of trainings 	Fall 2016	\$15,000
Work with IDOE to provide guidance for teacher engagement in the evaluation process	<ul style="list-style-type: none"> Webinars/tutorials Written guidance 	Spring/Summer 2016	\$22,000
Recognition of high quality implementation	<ul style="list-style-type: none"> Network of "model" districts List of "highly effective" districts 	September 2015-June 2016	Up to 10 districts-\$45,000 Up to 15 districts-\$67,500 Up to 20 districts-\$90,000
Work with IDOE to develop guidance on plan revision	<ul style="list-style-type: none"> Guidance documents and resources 	Spring/Summer 2016	\$22,000
Revisions to state model TER	<ul style="list-style-type: none"> Revised RISE rubric 	Gather feedback from RISE users: Fall 2015 Revise Rubric: Spring-Summer 2016 Implementation: School year 2016-17	\$36,000
Total 2015-16			\$347,000-492,000
Total 2016-17			\$210,000-355,000

Activity Timeline

Activity	Year 1- 2015-2016				Year 2- 2016-17			
	August 2015	December 2015	January 2016	July 2016	August 2016	December 2016	January 2017	July 2017
Research Phase 1-2								
Research Phase 3-4								
Level 1 Evaluator Training								
Level 2 Evaluator Training								
Supt. Training								
IDOE guidance on engagement								
Recognition of High Quality Implementation								
IDOE Guidance Plan Revision								
Revise TER								

Planning activities will begin May 1, 2015

Cost of the 2-year scope of work:

Year 1 – 2015-16: \$250,000

Year 2 – 2016-17: \$200,000