

MEMORANDUM

To: Honorable Eric J. Holcomb, Governor of Indiana
Dr. Jennifer McCormick, State Superintendent of Public Instruction

From: Jake Koressel, Computer Science Specialist
Jennifer Jensen, PhD, Director of Teaching and Learning
Robin LeClaire, Chief Academic Officer

Date: July 15, 2020

Re: IC 20-30-5-23 NextLevel Computer Science Program Bi-Annual Report

Background

IC 20-30-5-23 (Act) established the NextLevel computer science grant program (program) and computer science fund (fund) to award grants, after June 30, 2019, to eligible entities to implement teacher professional development programs for training in teaching computer science (CS). This Act 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 20-30-5-23 requires:

- Not later than August 1, 2018, the State Superintendent of Public Instruction to enter into a contract for professional development services.
- 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 15th and January 15th each year thereafter.

Development and Administration of the Program and Fund**Timeline**

- April 2018
 - IDOE completed the special procurement process with Nextech
 - IDOE funded \$70,000 for start-up of Nextech contract
 - State Board of Education (SBOE) approved IDOE-recommended CS course additions
 - Announcement STEM Acceleration Grant - Cohort 1 recipients
- May 2018
 - First CSforIN Summit: www.CSforIN.org

- IDOE met with Nextech, the Governor's Office, and other stakeholders to discuss Nextech budget forecast
 - IDOE awarded grants to seven schools to implement the Project Lead The Way (PLTW) Cybersecurity Pilot Program
 - IDOE published computer science professional development opportunities (continuously updated): <https://www.doe.in.gov/wf-stem/cspd>
- June 2018
 - First IDOE-sponsored Computer Science Fundamentals workshop takes place
 - Computer Science Specialist position begins at IDOE
 - Memo to the field regarding CS requirements and support
- July 2018
 - 2018 CSforAll Letter of Commitment
 - Strategic CSforALL Resource and Implementation Planning Tool (SCRIPT) Train-the-Trainer Workshop at Pathfinders Institute for IDOE and Educational Service Centers
 - Attendance at Computer Science Teachers Association (CSTA) Conference
- August 2018
 - Indiana Course Access Portal (iCAP) enrollments begin - computer science is included in course options: <https://www.doe.in.gov/icap>
 - State-Level Partnership with Girls Who Code begins
 - Identification of Computer Science Champs
 - Memo to the field regarding CS requirements and support
 - Development of two-day "Integrating CS in Middle School" workshop
 - Updated Computer Science Assignment Codes
- September 2018
 - In conjunction with OMB and the Governor's Office, IDOE finalized Nextech contract amendment - additional \$600,000 (Appendix A)
 - First IDOE-sponsored SCRIPT workshop takes place
- October 2018
 - Attendance at CSforALL Summit
 - First IDOE-sponsored Integrating CS in Middle School workshop takes place
- November 2018
 - Launch of IDOE STEM Six-Year Strategic Plan
 - Established CS Training Badge for IDOE-sponsored workshop participants
 - Announcement of STEM Acceleration Grant - Cohort 2 recipients
 - Development of State CS Plan in accordance with the Code.org Advocacy Coalition's Nine Policies
 - CS Champs meet to begin development of middle school CS course
- December 2018
 - Attendance at National Initiative for Cybersecurity Education (NICE) K-12 Conference

- Announcement of IDOE/PLTW Cybersecurity Grant recipients
 - Computer Science Education Week activities promoted by IDOE
 - Call for applicants to participate in “Computational Thinking for Every Educator” online course
 - Approval of the addition of PLTW Cybersecurity to Indiana’s Course Description Guide
 - Updates to the CTE funding memo impacting computer science courses
- January 2019
 - Indiana named the third state to adopt all nine Code.org Advocacy Coalition Policy Recommendations
- February 2019
 - IDOE-sponsored Computer Science Curriculum Showcase
- March 2019
 - State Vex Robotics Competition
 - 50 educators complete “Computational Thinking for Every Educator” course
- April 2019
 - 0488 Computer Science - Middle Level is approved by the SBOE
 - SBOE adopts rules allowing computer science courses to fulfill Core 40 requirement for third-year science
 - Nextech contract amended to include additional summer 2019 projects
 - STEM Plan Playbook developed, including computer science and cybersecurity
 - CS Champs meet to begin developing CS portion of Science Framework
 - Computer Science Assignment Codes updated to provide additional flexibility
 - Biennial budget is finalized including \$3,000,000 annually for the Next Level Computer Science Grant Program
- May 2019
 - Letter of Intent submitted to the Indiana Department of Administration for Computer Science Professional Development RFP
 - Memo to the field regarding CS requirements and support
- June 2019
 - Phase 1 of Science Framework released, including K-8 Computer Science Standards (<https://www.doe.in.gov/science/framework>)
 - Attendance at State Computer Science Supervisors Workshop
 - Attendance at Arkansas’ National Computer Science Summit for State Leaders
 - RFP Released for K-12 Teacher Professional Development in Computer Science
 - STEM Certification Rubric Updates include compliance with IC 20-30-5-23
- July 2019
 - 2019 CSforALL Letter of Commitment
 - Attendance at Computer Science Teachers Association (CSTA) Conference
 - Attendance at Cybertech Midwest Conference
 - New course completion data collected

- August 2019
 - K-12 Computer Science Professional Development RFP submissions scored
 - Computer science assignment codes updated to provide additional licensing flexibility
 - Identification of five additional Computer Science Champs
- September 2019
 - K-12 Computer Science Professional Development RFP awardees publicly notified
 - IDOE publishes vetted list of STEM and computer science curriculum
 - Attendance at CEdCon International Computer Science Education Conference
- October 2019
 - IDOE-sponsored STEM and Computer Science Curriculum Showcase
- November 2019
 - Superintendent of Public Instruction Dr. Jennifer McCormick releases 2020 Legislative Priorities for IDOE including requiring educator preparation programs to prepare new practitioners in state-recognized computer science programs
 - Attendance at CS Policy Academy co-hosted by Education Commission of the States (ECS) and the College Board
- December 2019
 - Attendance at NICE K-12 Cybersecurity Education Conference
 - Announcement of STEM Acceleration Grant - Cohort 3 recipients
 - Updates to the CTE funding memo impacting computer science courses
- January 2020
 - Announcement of STEM Acceleration Grant - Cohort 4 recipients
 - IDOE hosts meeting with representatives from Indiana Educator Preparation Programs to discuss CS in the pre-service teacher education experience
- February 2020
 - Tech Plan Survey questions updated to include K-8 CS implementation details
- April 2020
 - Plans made to shift all summer 2020 computer science professional development opportunities to a virtual format due to the COVID-19 global pandemic
 - Elementary CS course codes created and approved by SBOE
 - Group of Elementary CS teachers convene to begin development of K-5 CS Framework
- May 2020
 - Virtual STEM and Computer Science Showcase conducted
- June 2020
 - Attendance at virtual State Computer Science Supervisors Workshop
 - Various IDOE-sponsored professional development experiences offered through partner providers
 - Announcement of STEM Acceleration Grant - Cohort 5 Recipients
 - Expansion of vetted STEM and Computer Science curriculum list

Training Snapshot by Provider

CodeHS (See Appendix B)

CodeHS Computer Science Training Numbers (Projections through Summer 2020)		
Workshop	Description	Number Trained
New CS Teacher Workshop	Two-day workshop focused on high school teachers that will be teaching a computer science course for the first time	19
Computer Science Principles Workshop	Two-day workshop focused on high school teachers that will be teaching AP Computer Science Principles or Computer Science I	10
Computer Science A Workshop	Two-day workshop focused on high school teachers that will be teaching AP Computer Science A or Computer Science II	12
Cybersecurity Workshop	Two-day workshop focused on high school teachers that will be teaching Computer Science III: Cybersecurity or will be integrating cybersecurity content into other courses	11
Total Educators Impacted		52

Indiana University School of Informatics and Computing (See Appendix C)

Indiana University SOIC Computer Science Training Numbers (Projections through Summer 2020)		
Workshop	Description	Number Trained
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
Total Educators Impacted		75

IndianaComputes! (See Appendix E)

IndianaComputes! Computer Science Training Numbers (Projections through Summer 2020)		
Workshop	Description	Number Trained
Elementary	Year-long program intended to build teacher CS content knowledge that culminates in a week-long curriculum development experience.	121
Middle		48
High		68
Multi-Grade/Other		58
Total Educators Impacted		295

Nextech (See Appendix A and Appendix D)

2018-2019 SY Nextech Computer Science Training Numbers (June 2018 - July 2019)		
Workshop	Description	Number Trained
Computer Science Principles (CSP)	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	44
Computer Science Discoveries (CSD)	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	60
Integrating CS in Middle School (ICS)	One- or two-day workshop targeting middle school teachers	207
Computer Science Fundamentals (CSF)	One- or two-day workshop targeting elementary teachers	744
SCRIPT (districts)	One- or two-day workshop for district teams	66
Cybersecurity Workshop	Three-day cybersecurity training for high school teachers including one day of industry exposure	32
Java Workshop	Four-day intensive Java training for high school teachers	14
Classroom to Career Experiences	One-day computer science industry experiences for K-12 teachers	37
Total Educators Impacted		1204

Nextech Computer Science Training Numbers (Projections through Summer 2020)		
Workshop	Description	Number Trained
Computer Science Principles (CSP)	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	27
CSP 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
Computer Science Discoveries (CSD)	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	55
Integrating CS in Middle School (ICS)	One- or two-day workshop targeting middle school teachers	30
Elementary Workshops	One- or two-day workshop targeting elementary teachers	551
SCRIPT (districts)	One- or two-day workshop for district teams	49
Cybersecurity Workshop	Three-day cybersecurity training for high school teachers	10
CSAwesome (Java)	Five-day intensive Java training for high school teachers	25
WeTeach_CS Licensure Prep	Five-day preparation course for teachers seeking the CS license addition	27
Total Educators Impacted		794

Project Lead The Way (See Appendix F)

Project Lead The Way Computer Science Training Numbers (Projections through Summer 2020)		
Workshop	Description	Number Trained
Computer Science for Innovators and Makers	Five-day training for middle school teachers teaching a computer science course	25
App Creators		22
Computer Science Essentials	Up-to 10-day training for high schools teaching introductory computer science	8
Computer Science Principles	Up-to 10-day training for high schools teaching AP CS Principles or Computer Science I	14
Computer Science A	Up-to 10-day training for high schools teaching AP CS A or Computer Science II	5
Cybersecurity	Up-to 10-day training for high schools teaching Computer Science III: Cybersecurity	12
Total Educators Impacted		86

**Approximately 2,506 Indiana K-12 educators are expected to have received computer science training through partnerships between IDOE and the above mentioned providers by the end of summer 2020.

Status of Public Schools in Meeting Computer Science Curriculum Requirements

Grades K-8

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

TEACHERS TRAINED IN CURRICULUM APPROPRIATE FOR MIDDLE SCHOOL (Projections through Summer 2020)	
Computer Science Discoveries	110
Integrating CS in Middle School	237
Computer Science Fundamentals	1295
CS for Innovators and Makers	25
App Creators	22

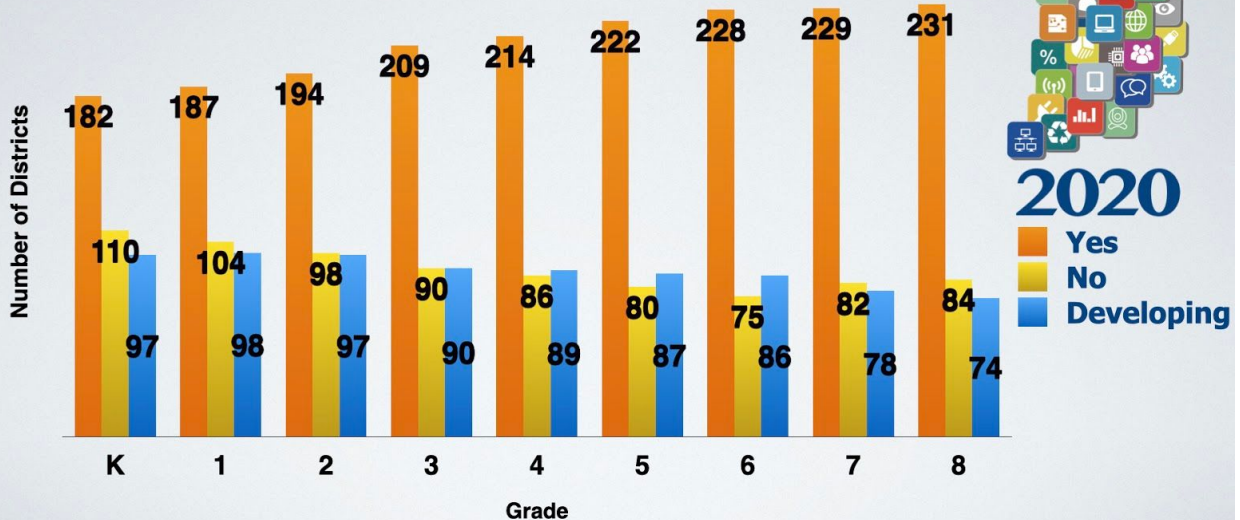
RELEVANT MS COURSE ENROLLMENT TRENDS					
Course	Year				
	2014-15	2015-16	2016-17	2017-18	2018-19
Digital Citizenship	0	8923	15881	18277	23790
Middle Level Business	72702	64057	58708	57884	53004
Introduction to CS	92	22	22	89	364

Additionally, IDOE added K-8 computer science-related questions to the annual Tech Plan Survey. Visual representations of the results can be found below.



INDIANA SCHOOL TECH PLAN

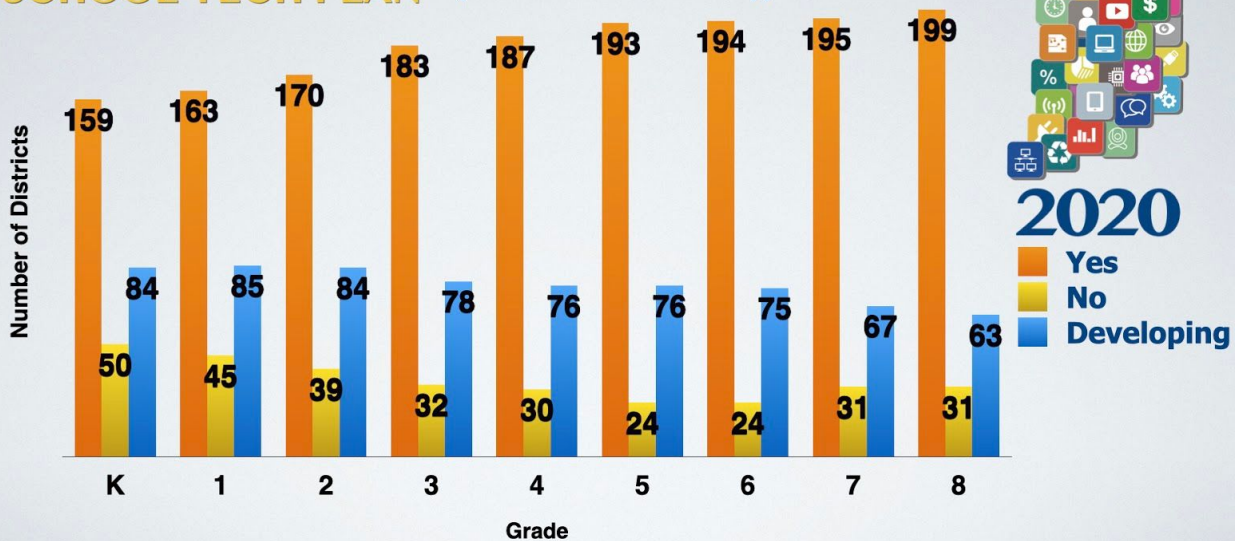
Do your students receive
standards-based CS instruction?
(Traditional Public and Charter)



*2020 data represents 389 traditional school districts and charter schools

INDIANA SCHOOL TECH PLAN

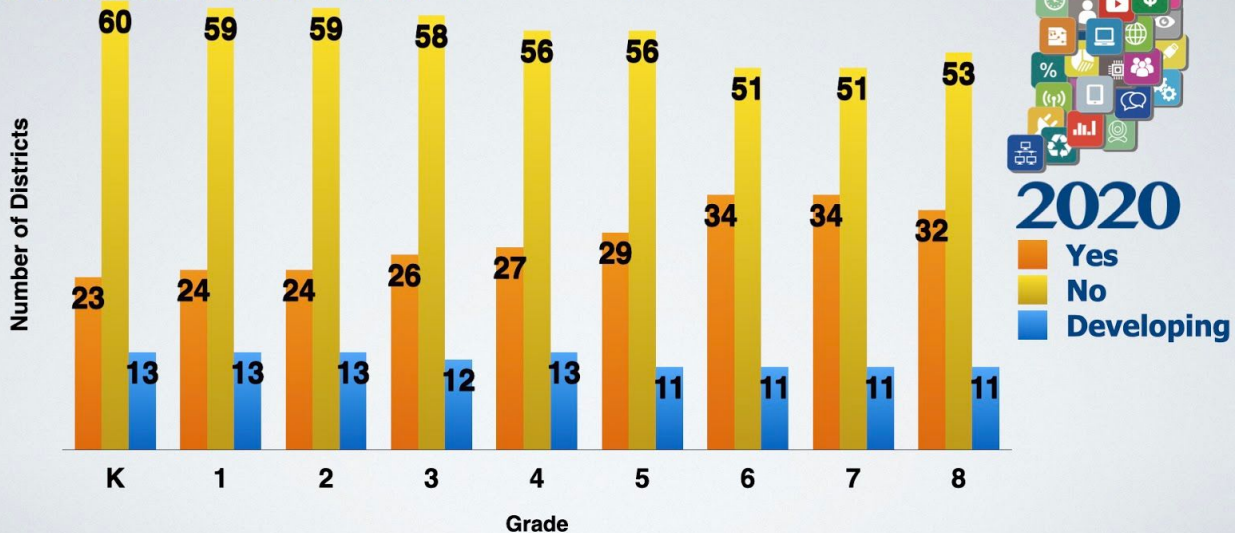
Do your students receive
standards-based CS instruction?
(Traditional Public Only)



*2020 data represents 293 traditional school districts

INDIANA SCHOOL TECH PLAN

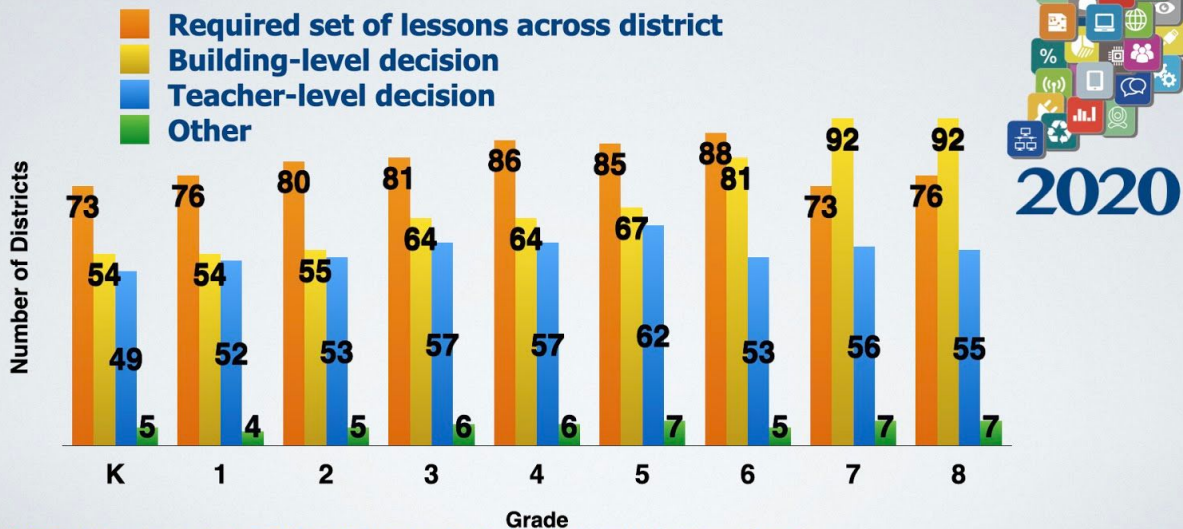
Do your students receive
standards-based CS instruction?
(Charter Only)



*2020 data represents 96 charter schools

INDIANA SCHOOL TECH PLAN

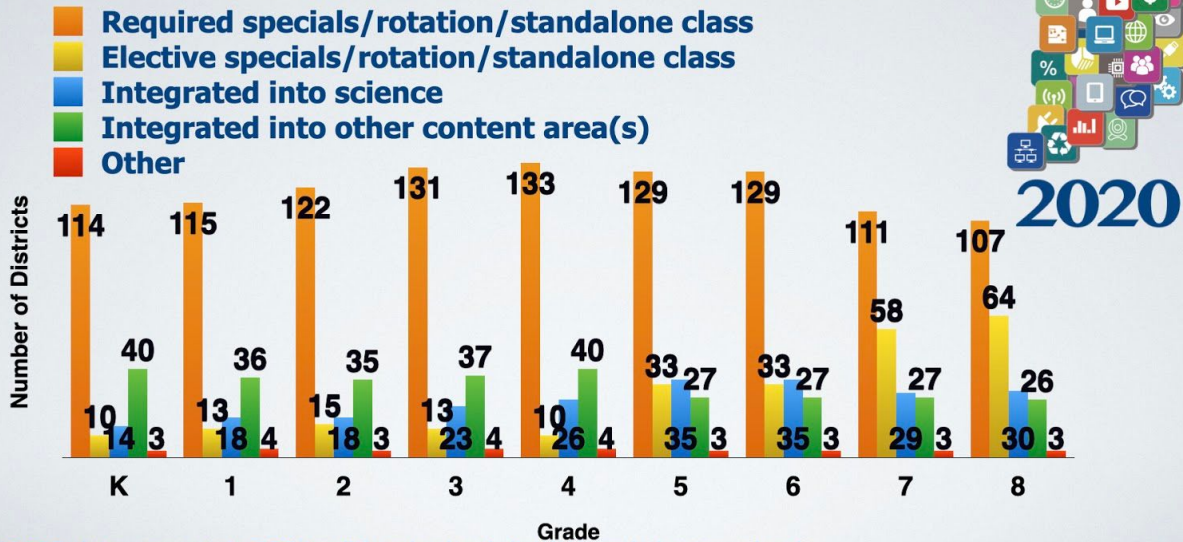
Implementation Strategy
(Traditional Public and Charter)



*2020 data represents 389 traditional school districts and charter schools

INDIANA SCHOOL TECH PLAN

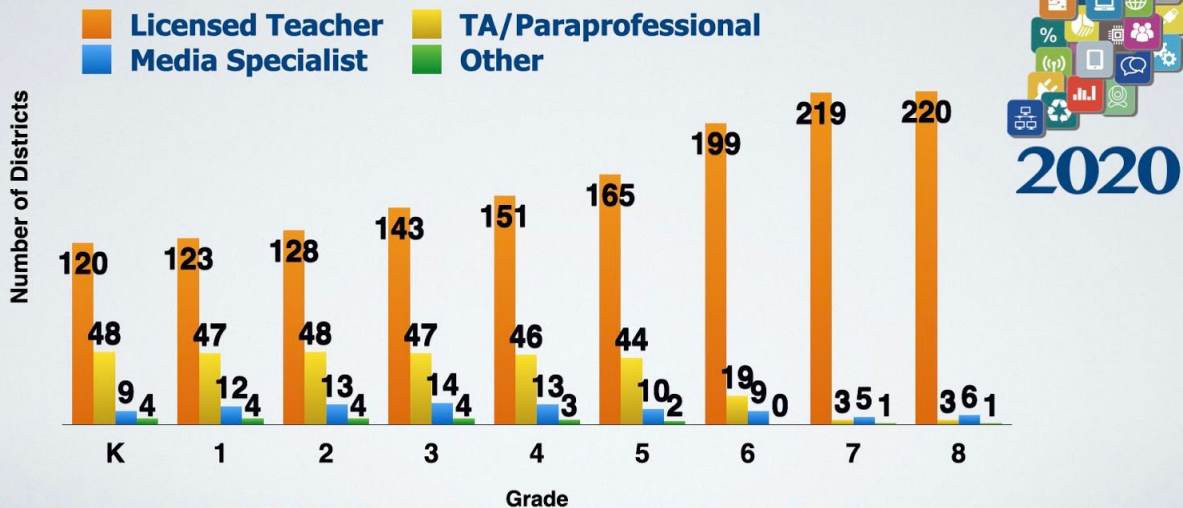
Where does the majority of CS instruction take place?
(Traditional Public and Charter)



*2020 data represents 389 traditional school districts and charter schools

INDIANA SCHOOL TECH PLAN

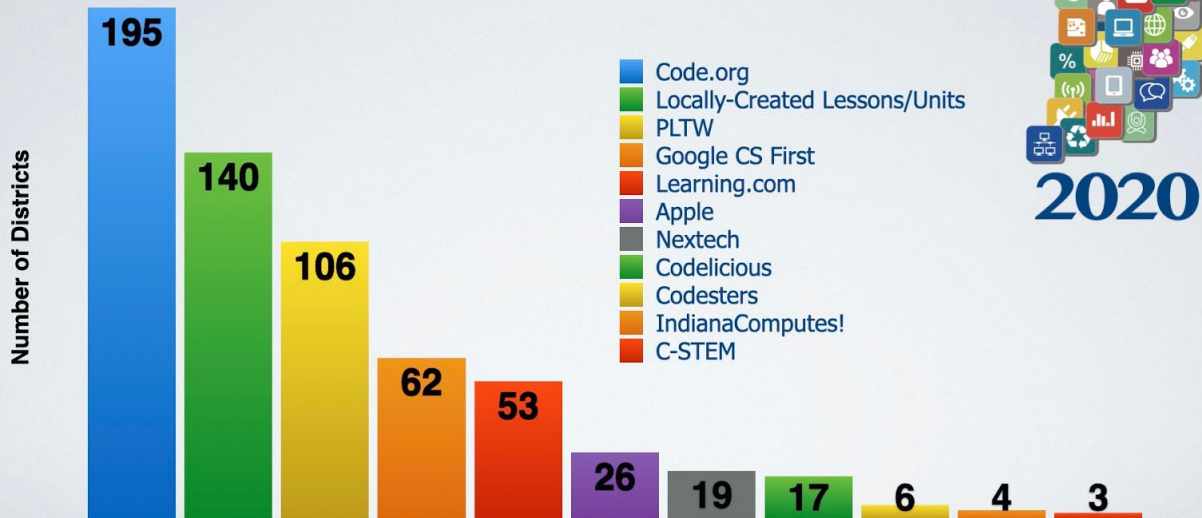
Who delivers the majority of CS instruction?
(Traditional Public and Charter)



*2020 data represents 389 traditional school districts and charter schools

INDIANA SCHOOL TECH PLAN

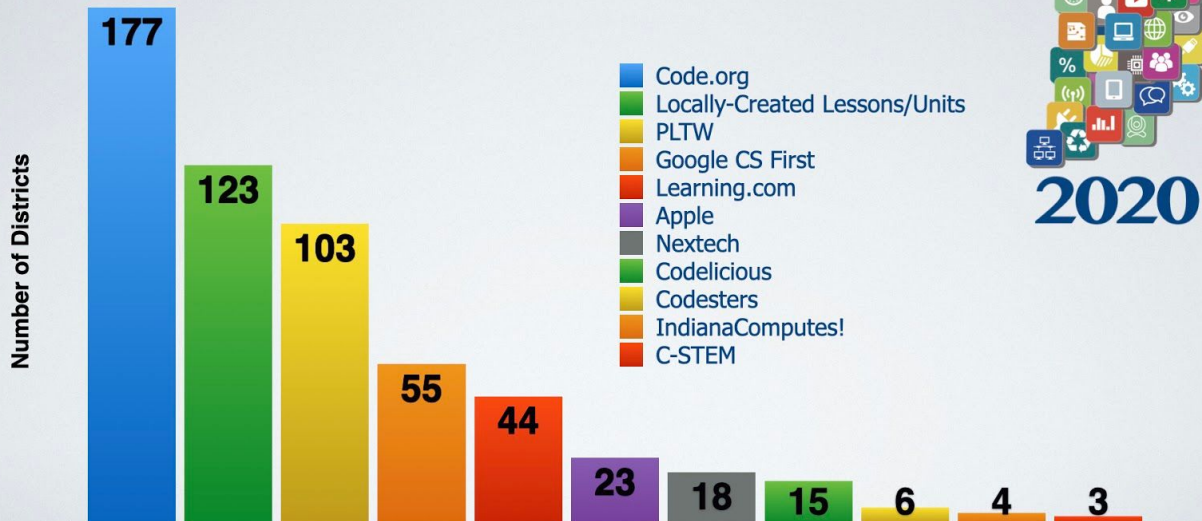
**What CS curriculum providers
do you use in K-5?
(Traditional Public and Charter)**



*2020 data represents 389 traditional school districts and charter schools

INDIANA SCHOOL TECH PLAN

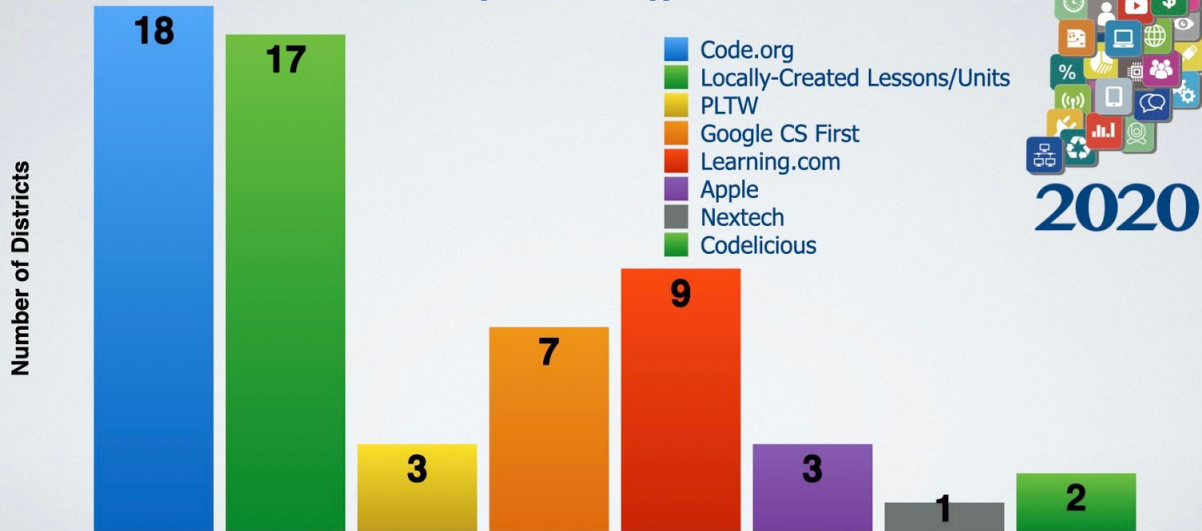
**What CS curriculum providers
do you use in K-5?
(Traditional Public Only)**



*2020 data represents 293 traditional school districts

INDIANA SCHOOL TECH PLAN

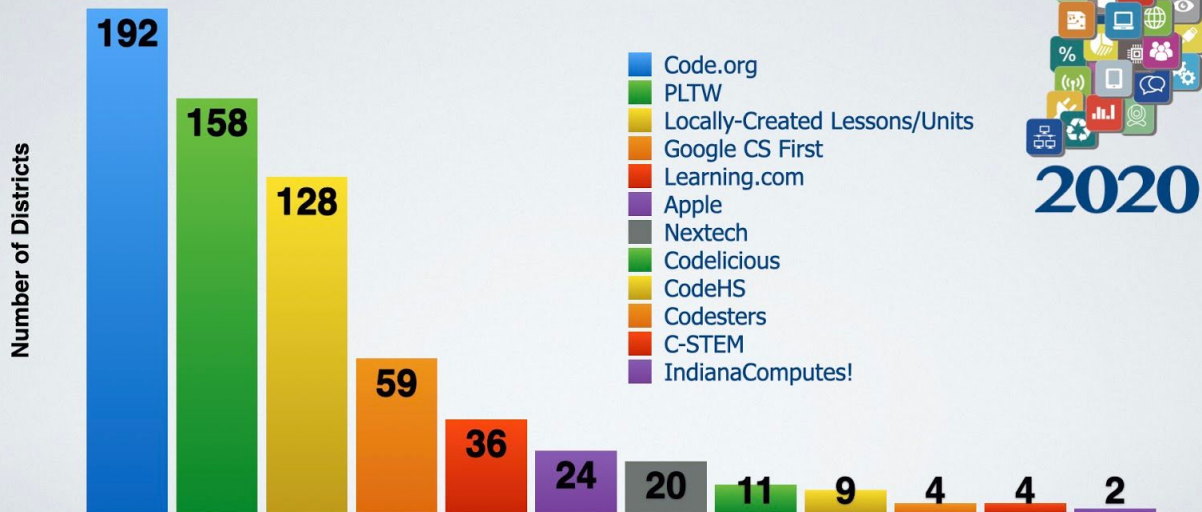
**What CS curriculum providers
do you use in K-5?
(Charter Only)**



*2020 data represents 96 charter schools

INDIANA SCHOOL TECH PLAN

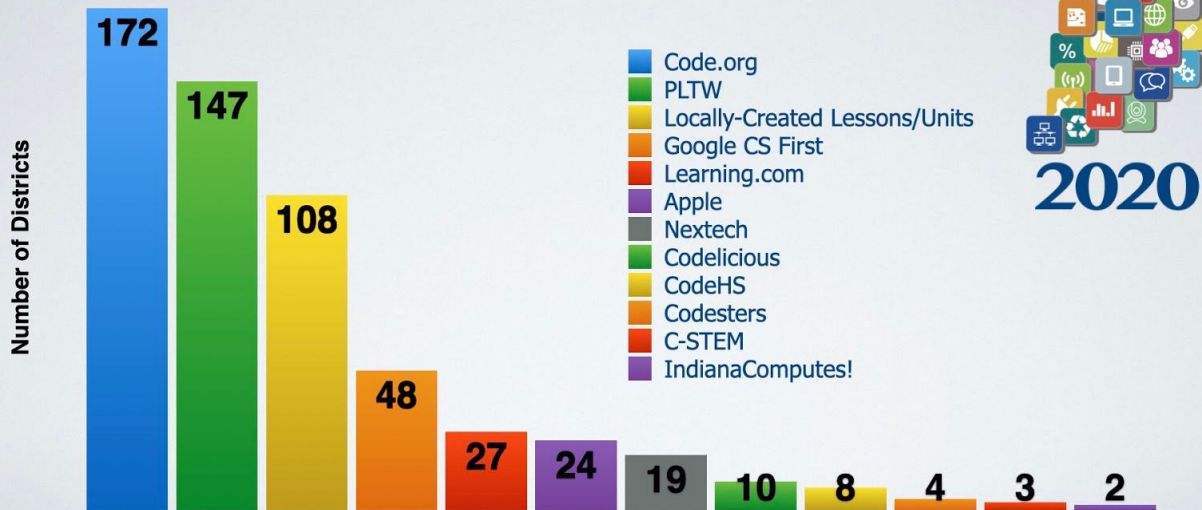
**What CS curriculum providers
do you use in 6-8?
(Traditional Public and Charter)**



*2020 data represents 389 traditional school districts and charter schools

INDIANA SCHOOL TECH PLAN

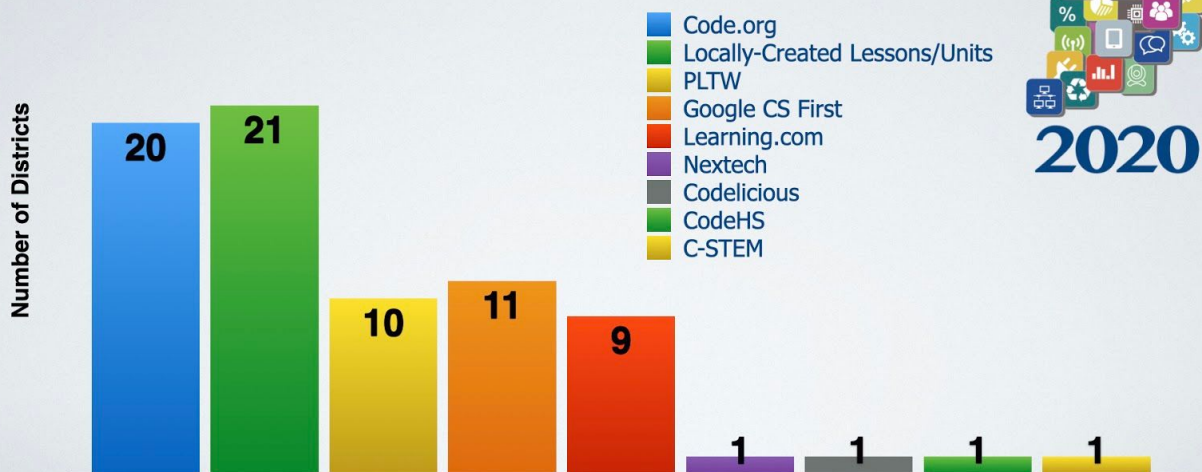
**What CS curriculum providers
do you use in 6-8?
(Traditional Public Only)**



*2020 data represents 293 traditional school districts

INDIANA SCHOOL TECH PLAN

**What CS curriculum providers
do you use in 6-8?
(Charter Only)**



*2020 data represents 96 traditional charter schools

Grades 9-12

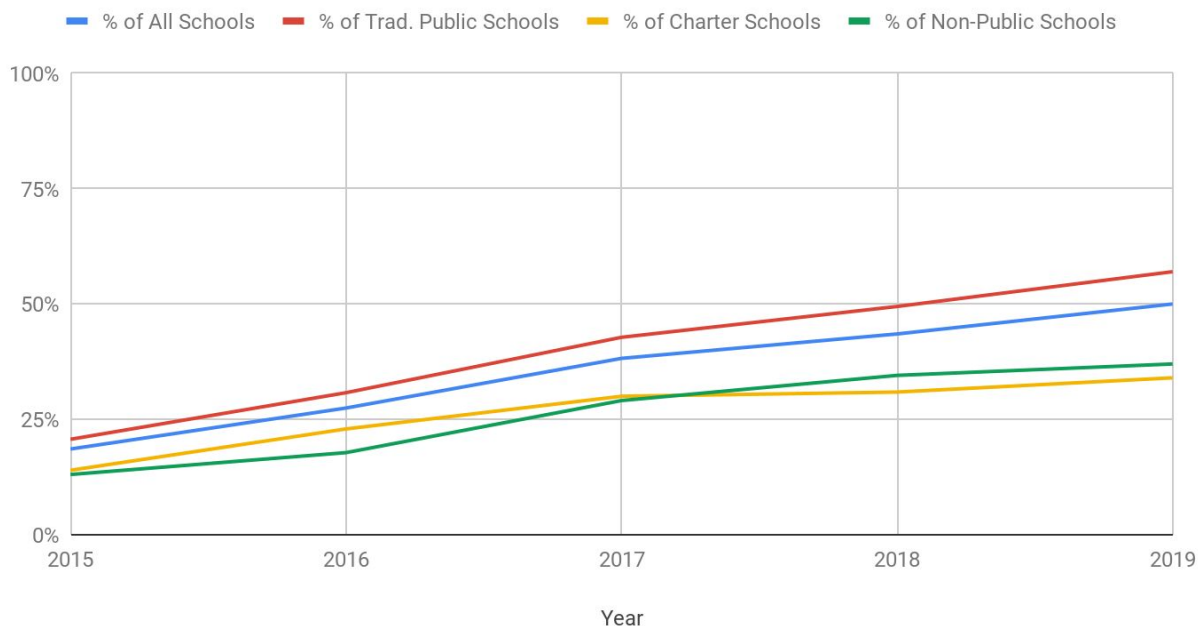
ALL SCHOOLS			
Year	# of Schools	# of Schools Offering At Least 1 CS Course	% of School
2015	528	98	19%
2016	521	143	27%
2017	526	201	38%
2018	531	231	44%
2019	537	271	50%

TRADITIONAL PUBLICS			
Year	# of Schools	# of Schools Offering At Least 1 CS Course	% of School
2015	387	80	21%
2016	377	116	31%
2017	374	160	43%
2018	372	184	49%
2019	369	210	57%

CHARTER PUBLICS			
Year	# of Schools	# of Schools Offering At Least 1 CS Course	% of School
2015	43	6	14%
2016	48	11	23%
2017	50	15	30%
2018	55	17	31%
2019	53	18	34%

NON PUBLIC SCHOOLS			
Year	# of Schools	# of Schools Offering At Least 1 CS Course	% of School
2015	92	12	13%
2016	90	16	18%
2017	86	25	29%
2018	84	29	35%
2019	108	40	37%

Percentage of High Schools with CS Course Completions



TRADITIONAL PUBLIC SCHOOLS <u>WITHOUT</u> CS COURSE										
LOCALE	YEAR									
	2015		2016		2017		2018		2019	
	Count	%	Count	%	Count	%	Count	%	Count	%
City: Large	20	71%	18	67%	11	39%	9	33%	6	32%
City: Midsize	8	89%	8	89%	8	89%	3	33%	4	44%
City: Small	22	71%	17	59%	15	52%	11	39%	11	41%
Suburb: Large	33	58%	25	45%	21	39%	22	41%	20	37%
Suburb: Midsize	5	83%	3	50%	2	33%	1	17%	1	17%
Suburb: Small	5	100%	5	100%	5	100%	3	60%	2	40%
Town: Distant	42	81%	37	74%	29	58%	26	52%	24	49%
Town: Fringe	18	90%	15	75%	11	55%	11	55%	8	40%
Town: Remote	2	100%	2	100%	2	100%	1	50%	0	0%
Rural: Distant	87	86%	82	81%	70	69%	63	62%	50	50%
Rural: Fringe	52	84%	39	64%	33	54%	31	51%	24	39%
Rural: Remote	3	75%	3	75%	2	50%	2	50%	2	50%

CHARTER PUBLIC SCHOOLS <u>WITHOUT</u> A CS COURSE									
2014-15		2015-16		2016-17		2017-18		2018-19	
Count	%	Count	%	Count	%	Count	%	Count	%
37	86%	37	77%	35	70%	38	69%	35	66%

NON-PUBLIC SCHOOLS <u>WITHOUT</u> A CS COURSE									
2014-15		2015-16		2016-17		2017-18		2018-19	
Count	%	Count	%	Count	%	Count	%	Count	%
80	87%	74	82%	61	71%	55	65%	68	63%

2018-19 COUNTIES WITH NO CS OFFERED IN TRAD PUBLIC HS		
Blackford ✓	Jennings ✓	Rush
Cass ✓✓	Lawrence ✓	Sullivan ✓
Decatur ✓	Ohio	Tipton ✓
Fayette ✓	Owen ✓	Union
Franklin ✓	Pulaski	Vermillion ✓

✓ Indicates that a high school teacher from that county is involved in the summer 2019 Nextech teacher cohort, signifying intention to offer computer science in 2019-2020

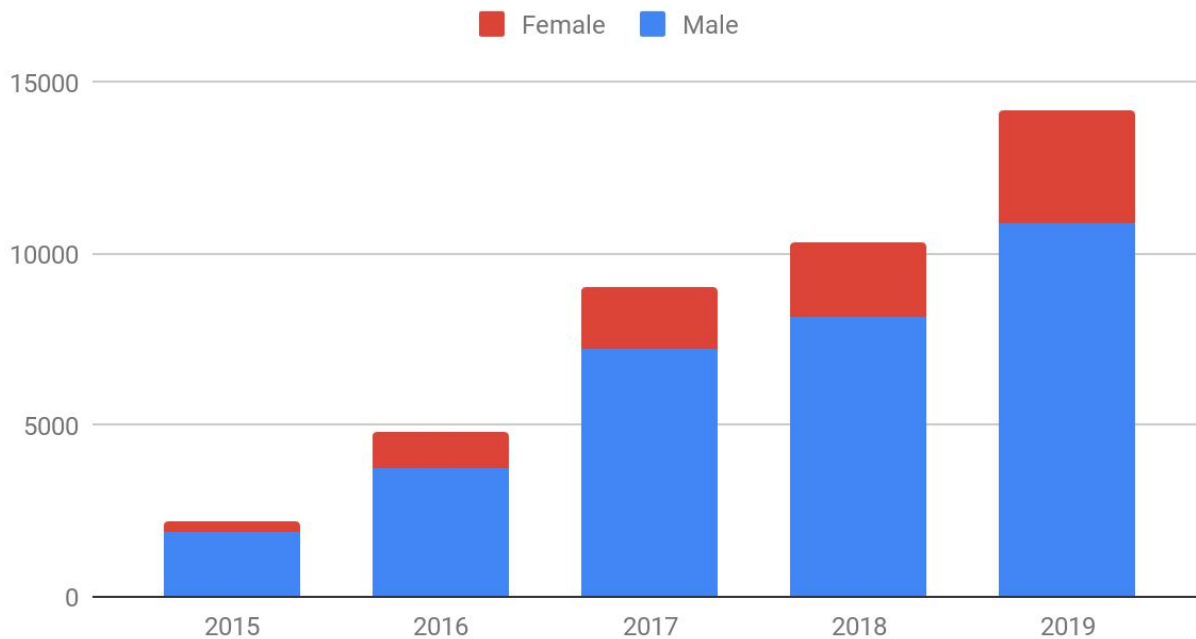
✓ Indicates that a high school teacher from that county was involved in PLTW CS training in summer 2019, signifying intention to offer computer science in 2019-2020

✓ Indicates that a high school teacher from that county did not participate in Nextech or PLTW PD in summer 2019, but confirmed that a high school offered a CS course during the 2019-2020 school year

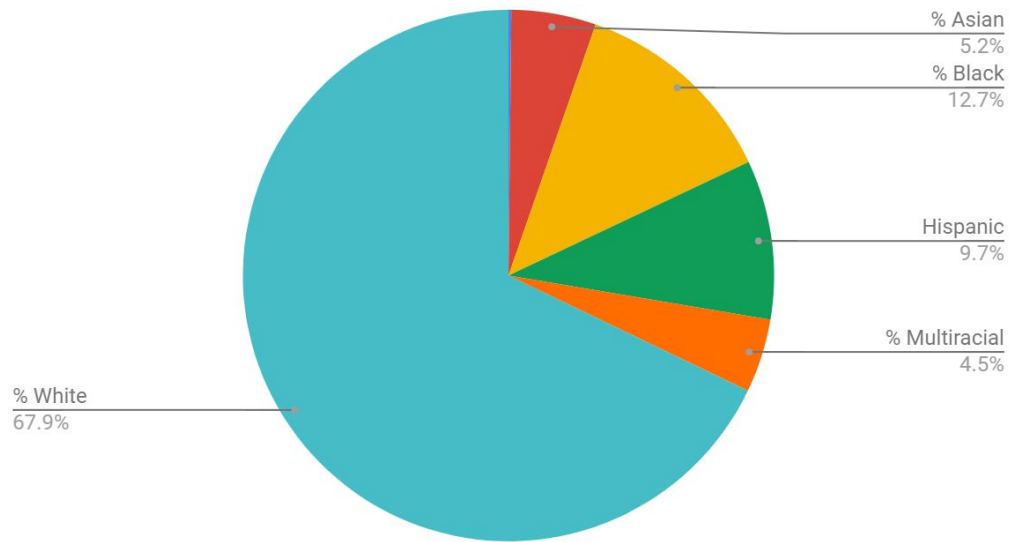
*Course completion data for the 2019-2020 school year will be available in late July 2020.

Course Completions by High School Course					
Course	School Year				
	2014-15	2015-16	2016-17	2017-18	2018-19
Introduction to CS	313	1433	2467	3605	5460
CS I	283	1594	3806	3654	4918
CS II	681	754	947	929	966
CS III: Special Topics	0	37	93	132	211
CS III: Software Dev	0	0	0	0	0
CS III: Databases	0	0	1	19	34
CS III: Informatics	0	1	35	48	19
CS III: Cybersecurity	0	0	0	0	11
AP CS A	900	963	1070	1098	1181
AP CS Principles	0	0	560	789	1329
CS Standard Level, IB	0	28	33	29	30
CS Higher Level, IB	0	0	0	0	0
Cambridge Int AS and A	0	0	0	0	0
Total	2177	4810	9012	10303	14159

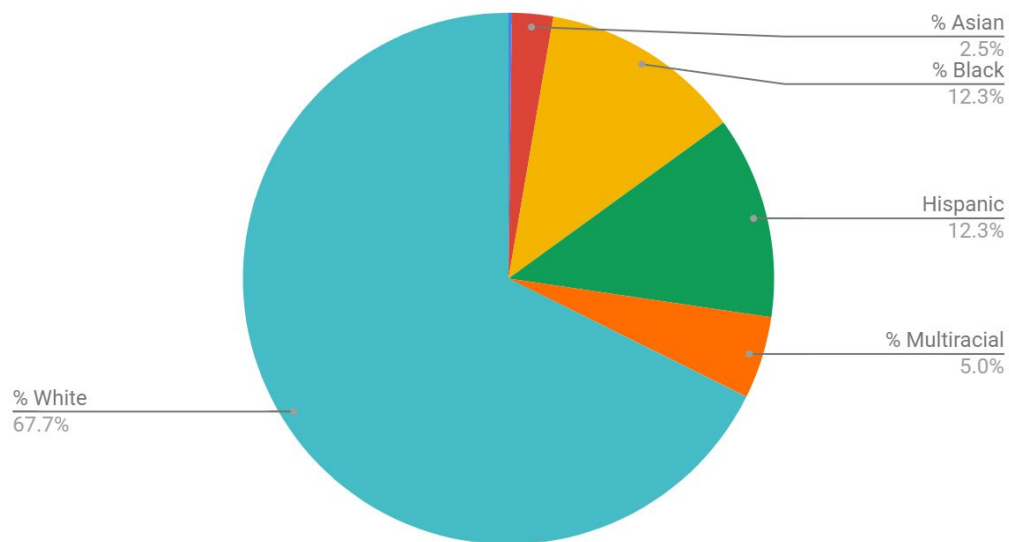
CS Course Completions by Gender Over Time



2019 Course Completions by Race



2019 Overall Student Population by Race



Plans for Continued Growth

- Continue to reach out to schools/counties not offering CS to ensure awareness of professional development opportunities and other resources.
- Identify additional strategies for supporting and engaging late adopters.
- Develop K-5 Computer Science Framework complete with grade-specific standards interpretations, aligned activities, and opportunities for interdisciplinary connections.
- Analyze July 2020 course completion data to identify additional areas of need/focus.
- Continue existing partnerships with organizations like Girls Who Code, Expanding Computing Education Pathways Alliance, CSforIN, professional development partners, etc. to continue scaling CS education across Indiana and making equity a priority.
- Maintain a high level of support and technical assistance for schools and districts.

Appendices

Appendix A - Nextech Contract (June 1, 2018 - July 31, 2019)

Appendix B - CodeHS Contract (October 1, 2019 - July 31, 2021)

Appendix C - Indiana University Contract (October 1, 2019 - July 31, 2021)

Appendix D - Nextech Contract (October 1, 2020 - July 2021)

Appendix E - Notre Dame Contract (February 10, 2020 - July 31, 2021)

Appendix F - Project Lead The Way Contract (May 1, 2020 - July 2021)

Please contact Jake Koressel (jkoressel@doe.in.gov) with any questions.

AMENDMENT #2
CONTRACT #0000000000000000000026238

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 May 10, 2018.

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 thirty days. It shall terminate on **July 31, 2019**.

No additional consideration is being added to the Contract. Total remuneration under the Contract is not to exceed **\$670,000**.

The purpose of this Amendment is to delete **Exhibit B** of Amendment #1 in its entirety and replace with **Exhibit C**, attached and fully incorporated by reference.

The Contract is amended by the following:

1. Duties of Contractor.

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

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

3. Term.

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

This Contract shall commence on **June 1, 2018** and shall remain in effect through **July 31, 2019**.

33. Notice to Parties.

Paragraph 33. relating to Notice of Parties, is hereby modified as follows:

Notices to the State shall be sent to:

Laycee Bruner, Executive Assistant
Indiana Department of Education
115 W. Washington Street
South Tower, Suite 600
Indianapolis, IN 46204

36. Payments.

Paragraph 36. relating to Payments, Item "E" is being modified as follows:

E. Payments shall not exceed \$670,000 for the period of June 1, 2018 through July 31, 2019.

Funding Summary

June 1, 2018 through July 31, 2019 (Original Contract)	\$ 70,000
June 1, 2018 through July 31, 2019 (Amendment #1)	\$600,000
June 1, 2018 through July 31, 2019 (Amendment #2)	\$ <u>0</u>

Total remuneration under this Contract shall not exceed \$670,000.

50. State Boilerplate Affirmation Clause.

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

33. Notice to Parties. (Modified)

36. 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 Amendment 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://hr.gmis.in.gov/psp/paprd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

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

NEXTECH.ORG INC.

Indiana Department of Education

By: 

By: Tracy Brown for Dr. Jennifer McCormick

Title: **President**

Title: *Chief Financial Officer*

Date: **April 9, 2019**

Date: *April 10, 2019*

Electronically Approved by: Department of Administration By: _____ (for) Lesley A. Crane, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	
Electronically Approved by: State Budget Agency By: _____ (for) Jason D.Dudich, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	Electronically Approved as to Form and Legality: Office of the Attorney General By: _____ (for) Curtis T. Hill, Jr., Attorney General <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>

Exhibit C

SOW Narrative - March 2019 Amendment (Bold Indicates New)

During the summer of 2018 as part of the Pathfinders Summer Institute, Nextech organized week-long, intensive professional development experiences in Computer Science Discoveries (CSD) and Computer Science Principles (CSP). CSP had two cohorts and each cohort required two facilitators. CSD also had two cohorts and each cohort required two facilitators. As part of the CSP and CSD cohorts, Nextech will provide two Saturday workshops each quarter during the school year to serve as embedded professional development for cohort participants. Participants will attend one Saturday workshop each quarter. Two facilitators per workshop are required. Each CSP cohort member will be provided with one CSP curriculum guide, one CSP lesson planning packet, one College Board AP CSP Course and Exam Description, and Code.org posters. Each CSD cohort member will be provided with one deck of cards, one CSD curriculum guide, one CSD lesson planning packet, and Code.org posters. CSP cohorts will impact a total of 44 public school teachers, while CSD cohorts will impact a total of 60 public school teachers. Eight total workshop days are expected to be devoted to CSP and CSD across the school year.

Nextech will also organize and promote Computer Science Fundamentals workshops for a minimum of 300 public school teachers (beyond the 220 trained during the summer of 2018) by June 30, 2019. The guidelines for CSF workshops are as follows:

- A minimum of 12 participants is required to conduct a workshop.
- Workshops with less than or equal to 15 participants will only receive reimbursement for one facilitator.
- Each workshop participant will receive one CSF curriculum guide.
- Sub reimbursements will be provided to public school districts that send teachers to workshops that take place during school hours.

A middle school computer science workshop is currently in development and will be offered 10 times by June 30, 2019. The goals of the workshop include preparing middle school teachers to integrate computer science into their curriculum, as well as to meet minimum assessment requirements. The guidelines for middle school workshops are as follows:

- A minimum of 12 participants is required to conduct a workshop.
- Workshops with less than or equal to 15 participants will only receive reimbursement for one facilitator.
- Materials provided to workshop participants will be determined upon the conclusion of workshop development.
- Sub reimbursements will be provided to public school districts that send teachers to workshops that take place during school hours.

Nextech will organize and offer a minimum of 4 SCRIPT workshops by June 30, 2019. The guidelines for SCRIPT workshops are as follows:

- A minimum of 12 participants (four district teams of three) is required to conduct a workshop.

- Workshops will be led by one paid facilitator and one Nextech staff member.
- Three of the workshops should cater to the three regions where ESC leadership did not attend the SCRIPT facilitator workshop in July 2018 (Wilson Education Center, Wabash Valley Education Center, and Northwest Indiana Education Center). The fourth workshop should be offered in the Indianapolis area.
- Additional workshops may be added on an as-needed basis as mutually determined by IDOE and Nextech.

There is flexibility in the number of participants and the format of SCRIPT workshops, however, workshops should effectively meet the needs of participating districts and be deemed fiscally responsible by IDOE. IDOE prefers a minimum of five district teams be present at each SCRIPT workshop.

Nextech will organize and offer Cybersecurity Professional Development Workshops in June and July 2019. These 3-day workshops will cover the 7 cybersecurity topics found in Derek Babb's Cybersecurity Course (Ethics and Society, Security Principles, Classic Cryptography, Modern Cryptography, Malicious Software, Physical Security, Web Security) while also learning how to navigate GitHub and the provided curriculum and related resources. On the final day of the workshop, educators will be invited to some of Indianapolis's top security companies to experience and witness first-hand what goes on in the industry on a day-to-day basis. Participating teachers will receive a stipend of \$25/hour for up to 19 hours.

Nextech will organize and offer a Java Professional Development Workshop in June or July 2019. Java is among the most popular programming languages out there, mainly because of how versatile and compatible it is. Java can be used for a large number of things, including software development, mobile applications, and large systems development. Designed for those teaching AP Computer Science A, this 4-day workshop will cover the basics of object-oriented programming (OOP) with a focus on problem-solving and algorithm development. Participants will study key concepts including abstraction, encapsulation, inheritance, and polymorphism. Participating teachers will receive a stipend of \$25/hour for up to 28 hours.

Nextech will organize a series of microexperiences for educators. These experiences will help computer science teachers make connections between industry and the work they are doing in the classroom in an effort to enhance the learning experiences they provide to their students. Participating teachers will be provided a stipend of \$25/hour for up to 7 hours.

For all workshops, priority should be given to teachers of public schools and public charters, as well as teachers at schools with no existing computer science programs. Marketing strategies should be developed in consultation with appropriate Indiana Department of Education staff and should include broad advertisement at least one month prior to each event. Following the

registration period, targeted, strategic reminders and informational updates should be sent to participants and school districts. Facilitators are compensated \$500 per day for all workshops. All workshops should be completed by June 30, 2019, and Nextech staffing costs for these workshops should not exceed \$125,397.64 (an updated proposal can be submitted and will be considered by IDOE) based on the following allocations (detailed responsibilities included):

- Fully Allocated Program Manager
 - Identify and onboard partner schools, districts, and other organizations
 - Design and deliver all professional development workshops for elementary, middle and high school teachers
 - Serve as primary contact for all teachers that have / are participating in Nextech's K-12 professional development programs
 - Create a teacher community that persists beyond professional development experiences
 - Manage contracted content facilitators
 - Facilitate workshops to educate middle and high school guidance counselors / administrators on postsecondary pathways in technology
 - Summarize and report teacher proficiency and student mastery of academic content
 - Maintain relationships with key stakeholders in the advancement of K-12 Computer Science in Indiana
 - Lead processes to identify new curriculum and professional providers that will significantly grow our portfolio of classroom solutions for K-12 CS educators
 - Other project-related responsibilities as determined by IDOE in collaboration with the provider
- 40-50% Allocated Marketing Associate
 - Craft and execute content marketing strategy to recruit participants in professional development programs
- 15% Allocated Operations Associate
 - Coordinate details for professional development workshops
 - Process all paperwork regarding stipend payments
 - Serve as onsite staff for select workshops
- 15% Allocated President
 - Assist in the recruitment of curriculum partners and implementation resources
 - Maintain executive level relationship with curriculum providers and funding partners
 - Execute all development activities to raise funds to support professional development activities
 - Monitor and report on financial activity specific to professional development activities

On a monthly basis, Nextech staff members with at least 40% allocation to the activities listed above will meet with the Computer Science Specialist at the Indiana Department of Education. These meetings will be scheduled by the Computer Science Specialist and should include

updates from Nextech on the number of teachers trained, upcoming events and accompanying training projections, detailed expense summaries, applicable invoices for the prior month, as well as any other items as deemed necessary by the Indiana Department of Education or Nextech. Additionally, Nextech should submit an updated budget forecast to IDOE six months after the start of the contract and every six months thereafter, as long as Nextech is under contract with IDOE.

Line Item (Bold Indicates New Line)	Expenses as of 2/15/19	Expenses Invoiced 3/15	Available Projected Expenses Invoiced 4/15	Projected Additional Expenses	Amended Budget Allocation
CSF Workshops	\$67,067.62	\$5,838.34	\$5,838.34	\$25,981.86	\$104,726.16
CSF Sub Reimbursement	\$769.09	\$560.87	\$1,271.66	\$3,225.00	\$5,826.62
SCRIPT TTT @ PF Summit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SCRIPT Training	\$15,154.84	\$4,471.92	\$5,093.02	\$0.00	\$24,719.78
Computer Science Principles	\$113,944.69	\$2,425.19	\$1,208.75	\$14,865.31	\$132,443.94
Computer Science Discoveries	\$127,272.80	\$2,575.19	\$1,208.68	\$16,665.31	\$147,721.98
Middle School 2-Day Development	\$6,950.00	\$0.00	\$0.00	\$0.00	\$6,950.00
Middle School 2-Day	\$10,434.48	\$1,614.86	\$9,440.72	\$1,685.67	\$23,175.73
MS 2-Day Sub Reimbursement	\$2,523.93	\$442.18	\$2,869.20	\$1,935.00	\$7,770.31
Program Management and Marketing	\$80,745.31	\$17,171.12	\$0.00	\$69,304.49	\$167,220.92
Cybersecurity Workshop	\$0.00	\$0.00	\$0.00	\$24,284.56	\$24,284.56
Java Workshop	\$0.00	\$0.00	\$0.00	\$23,060.00	\$23,060.00
Teacher Microexperiences	\$0.00	\$0.00	\$0.00	\$2,100.00	\$2,100.00
Total	\$424,862.76	\$35,099.67	\$26,930.37	\$183,107.20	\$670,000.00

AMENDMENT #1
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:

The Contract is hereby extended for an additional period of ten months. It shall terminate on **July 31, 2021**.

The consideration during this period is **\$42,000**. Total remuneration under the Contract is not to exceed **\$198,000**.

The Contract is amended by the following:

1. Duties of Contractor.

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

The Contractor will perform duties set forth in **Exhibit A** of the original contract, **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 at the rates indicated in **Exhibit A** of the original contract, and **Exhibit B**, attached and fully incorporated by reference for performing the duties of the Contract. Total remuneration under this Contract shall not exceed **\$198,000**.

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-two months. It shall commence on **October 1, 2019** and shall remain in effect through **July 31, 2021**.

37. Payments.

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

E. Payments shall not exceed \$198,000 for the period of October 1, 2019 through July 31, 2021.

Funding Summary

October 1, 2019 through July 31, 2021 (Original Contract)	\$156,000
October 1, 2019 through July 31, 2021 (Amendment #1)	<u>\$ 42,000</u>

Total remuneration under this Contract shall not exceed \$198,000.

50. State Boilerplate Affirmation Clause.

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

37. Payments (Item E. has been 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 Amendment 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, Contractor and the State have, through their duly authorized representatives, entered into this Amendment. The parties, having read and understood the foregoing terms of this Amendment, do by their respective signatures dated below agree to the terms thereof.

CODEHS, INC.

By: 
Jeremy Keeshin

Title: CEO

Date: 5/4/2020

Indiana Department of Education

By: Tracy Brown for Dr. Jennifer McCormick

Title: Chief Financial Officer

Date: May 10, 2020

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

Exhibit B

Organization: CodeHS
Contact Name: Meg Davis
Contact Email: meg@codehs.com

Scope of Work Narrative

By July 31, 2021, CodeHS will provide the workshops outlined below for Indiana high school teachers. CodeHS will be reimbursed for training activities on a per participant basis up to the amounts indicated in the attached budget. Rates were updated on 4/15/2020 to reflect a shift to virtual workshops. 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, CodeHS will invoice IDOE for all reimbursable training activities to date. At that time, CodeHS 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.

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

Activity		Target Number of Participants	Cost Per Participant	Total Cost
High School Teacher Professional Development	New CS Teacher Training	120	\$1,650.00	\$198,000.00
	AP Computer Science Principles Training			
	AP Computer Science A Training			
	Cybersecurity Training			

**CONTRACT BETWEEN THE STATE AND A
STATE EDUCATIONAL INSTITUTION
#0000000000000000000040748**

This Contract (the "Contract"), entered into by and between 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)), 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 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 A**, attached hereto and incorporated fully herein.
- 2. Consideration.** The State Educational Institution will be paid in accordance with the budget in **Exhibit A** for performing the duties set forth above. Total remuneration under this Contract shall not exceed **\$494,767.37**.
- 3. Term.** This Contract shall be effective for a period of twenty-two months. It shall commence on **October 01, 2019** and shall remain in effect through **July 31, 2021**.
- 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 provisions of 2 C.F.R. 200.

The State considers the State Educational Institution to be a "Contractor" under 2 C.F.R. 200.330 for purposes of this Contract. However, if it is determined that the State Educational Institution is

a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), the State Educational Institution shall arrange for a financial and compliance audit which complies with 2 C.F.R. 200.500 *et seq.*

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.* and the regulations promulgated thereunder. **If the State Educational Institution 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 State Educational Institution shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this contract.** 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 Inspector General's 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, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

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 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 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 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.

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.

15. 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.

16. 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.

17. Funding Cancellation. As required by Financial Management Circular 2007-1 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.

18. 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.

19. 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.

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. 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 IVOSB Division ("IVOSB Division") and may require an amendment. It is the State's expectation that the State Educational Institution 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
-------	--------------	-------	-------------------------	---------

None

A copy of each subcontractor agreement must be submitted to the IVOSB 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 IndianaVeteransPreference@idoa.IN.gov, or mailed to IDOA, 402 W. Washington Street, Room W-478, 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 IndianaVeteransPreference@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

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

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

22. Information Technology Enterprise Architecture Requirements. If this Contract involves information technology-related products or services, the State Educational Institution 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.

23. 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 MWBE Compliance and may require an amendment. It is the State's expectation that the State Educational Institution 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
	MBE – Engaging Solutions, LLC	(317) 283-8300	csparks@engagingsolutions.net	10%

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:

Engaging Solutions – will serve as the contact center, communications center, and engagement center for teachers registering for professional development in computer science. Those functions provide a valuable scope contribution in helping to facilitate the appropriate execution of the project.

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 State Educational Institution shall report payments made to Division certified subcontractors under this Contract on a monthly basis using Pay Audit. The State Educational Institution shall notify subcontractors that they must confirm payments received from the State Educational Institution in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The State Educational Institution 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 State Educational Institution's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

24. 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 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, the 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 as amended by Executive Order 13672, which are incorporated herein by specific reference.

25. 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:

Elizabeth Sutton, Project Coordinator
Indiana Department of Education
115 W. Washington Street, South Tower, Suite 600
Indianapolis, IN 46204

B. Notices to the State Educational Institution shall be sent to:

Trustees of Indiana University
Office of Research Administration
980 Indiana Avenue LV 2232
Indianapolis, IN 46202-2915

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

26. Payments. 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 State Educational Institution in writing. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20.

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

C. The State Educational Institution 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.

27. 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.

28. 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.

29. 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.

30. 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 State Educational Institution 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 State Educational Institution 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 State Educational Institution shall be compensated for services herein provided but in no case shall total payment made to the State Educational Institution 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.

31. Termination for Default.

A. With the provision of thirty (30) days' notice to the State Educational Institution, the State may terminate this Contract in whole or in part if the State Educational Institution 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. (Deleted by agreement of the parties.)

C. (Deleted by agreement of the parties.)

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.

32. 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 Budget Agency's *Financial Management Circular -- Travel Policies 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 *Circular* guidelines.

33. 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

34. 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.

35. State Boilerplate Affirmation Clause. The State Educational Institution affirms under the penalties of perjury that it has not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2019 OAG/ IDOA Professional Services Contract Manual* or the *2019 SCM Template*) in any way except as follows:

26. Payments. (Modified)

31. Termination for Default. (Items B and C, deleted by agreement of the parties.)

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the State Educational Institution, or that the undersigned is the properly authorized representative, agent, member or officer of the State Educational Institution. Further, to the undersigned's knowledge, neither the undersigned nor any other member, 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. **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 State Educational Institution 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 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 agree to the terms thereof.

TRUSTEES OF INDIANA UNIVERSITY

By: *Jeff Skaggs*

Title: Senior Contract Officer

Date: 4/1/2020

Indiana Department of Education

By: *Tracy Brown for Dr. Jennifer McCormick*

Title: *Chief Financial Officer*

Date: *April 2, 2020*

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

Exhibit A

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.

Activity	Target Number of Participants	Cost Per Participant	Total Cost
Program Start-Up Costs			\$69,413.12
Summer iDEW Training Program and Follow-Up	75	\$5,671.39	\$425,354.25
Total			\$494,767.37

PROFESSIONAL SERVICES CONTRACT

Contract #0000000000000000000040208

This Contract ("this 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 workshops on Teacher Professional Development in Computer Science for Indiana middle school and high school teachers. Details of the Duties are described in **Exhibit A** attached and fully incorporated by reference.

2. Consideration. The Contractor will be paid the amounts included in **Exhibit A** for performing the duties set forth above. Total remuneration under this Contract shall not exceed **\$641,686**.

3. Term. This Contract shall commence on **October 1, 2019** and shall remain in effect through **September 30, 2020**.

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. 200.330 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 2007-1 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 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 IVOSB Division ("IVOSB Division") 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
<u>None</u>				

A copy of each subcontractor agreement must be submitted to the IVOSB 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

IndianaVeteransPreference@idoa.IN.gov, or mailed to IDOA, 402 W. Washington Street, Room W-478, 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 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 IVOSB Division, as reasonably requested and in the format required by the IVOSB Division.

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 any such products or services are compatible with the technology standards, including the assistive technology standard, all found at <https://www.in.gov/iot/2394.htm>. 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 if requested by the State 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 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
------------	--------------	-------	-------------------------	---------

None

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.

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:

Liz Sutton, Project Coordinator
Indiana Department of Education
115 W. Washington Street, South Tower, Suite 600
Indianapolis, IN 46204

B. Notices to the Contractor shall be sent to:

Stephanie Zircher, Senior Director, CS for IN
Nextech.org, Inc.
615 North Alabama Street, Suite 119
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 will post this Contract on the transparency portal as required by 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 Budget Agency's *Financial Management Circular -- Travel Policies 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 *Circular* 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 *2018 OAG/ IDOA Professional Services Contract Manual* or the *2018 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://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.

NEXTECH.ORG, INC.

By: 

Title: President

Date: January 15, 2020

Indiana Department of Education

By: *Tracy Brown for Dr. Jennifer McCormick*

Title: *Chief Financial Officer*

Date: *January 22, 2020*

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: Office of the Attorney General By: _____ (for) Curtis T. Hill, Jr., Attorney General

EXHIBIT A

Scope of Work Narrative

Between October 1, 2019 and September 30, 2020, Nextech will provide the workshops outlined below for Indiana K-12 teachers. Nextech 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.

On the 15th of each month, Nextech will invoice the Indiana Department of Education (IDOE) for all training activities 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.

Integrating Computer Science into your K-5 Classroom

- Target Audience: K-5 Educators
- Target Number of Public Educators to be Trained: 136
- Description: These public, blended, one-day, 7-hour workshops with extensive online support (including, but not limited to online resources, Facebook groups, and slack channels), are intended for K-5 general education teachers who do not have any prior knowledge of computer science or how to teach it. One to two Nextech facilitators, depending on the number of participants, will lead teachers in learning about the K-5 IN CS standards and learn how to integrate teaching the standards in their general education elementary classrooms. The objectives of this workshop are to help K-5 teachers become comfortable with what computer science is, understand what is expected of their students with regards to the computer science standards, and how to begin integrating computer science into their classrooms every day. Participants will explore Code.org's CS Fundamentals and the CS Unplugged curricula through a slide presentation, hands-on model lessons and handouts. Substitute reimbursements will be available to public schools and public charter schools that send teachers to workshops that take place during school hours.

Integrating Computer Science into your K-8 Classroom

- Target Audience: K-8 Educators
- Target Number of Public Educators to be Trained: 51
- Description: These private, blended, one or two day, 7-to-14 hour workshops with extensive online support (including, but not limited to online resources, Facebook groups, and slack channels), are intended for K-8 general education teachers as well as media tech specialists, librarians, computer science teachers and elementary/middle school tech directors. These workshops are requested by the school or district's administration. One to two Nextech facilitators, depending on the number of participants and the length of the workshop, will lead teachers in learning about the K-8 IN CS standards and learn how to integrate teaching the

standards in their general education elementary classrooms. The objectives of this workshop are to help K-8 teachers become comfortable with what computer science is, what is expected of their students with regards to the computer science standards, and how to begin integrating computer science into their classrooms every day. The most important objective of this workshop is that the school/district that requested the session has a defined K-8 computer science implementation plan for all teachers in their building(s). Participants will explore Code.org's CS Fundamentals and CS Discoveries curricula through a slide presentation, hands-on model lessons and handouts. Substitute reimbursements will be available to public schools and public charter schools that send teachers to workshops that take place during school hours.

Introduction to Code.org's Computer Science Fundamentals

- Target Audience: K-5 Educators
- Target Number of Public Educators to be Trained: 367
- Description: These public, blended, one or two day, 7-to-14 hour workshops with extensive online support (including, but not limited to online resources, Facebook groups, and slack channels), are intended for K-5 general education, media tech specialist, librarians and computer science teachers who are planning on bringing a full computer science curriculum to their elementary classroom. One to two Nextech facilitators, depending on the number of participants, will lead teachers in learning about the K-5 IN CS standards and learn how to integrate teaching the standards in their general education elementary classrooms. The objectives of this workshop are to help K-5 teachers become comfortable with what computer science is, what is expected of their students with regards to the computer science standards, and how to ensure the students experience the full curriculum over the course of the school year. Participants will explore Code.org's CS Fundamentals curriculum through a slide presentation, hands-on model lessons and handouts. Substitute reimbursements will be available to public schools and public charter schools that send teachers to workshops that take place during school hours.

Deep Dive into Code.org's Computer Science Fundamentals:

- Target Audience: K-5 Educators
- Target Number of Public Educators to be Trained: 119
- Description: These public, blended, one-day, 7-hour workshops with extensive online support (including, but not limited to online resources, Facebook groups, and slack channels), are intended for K-5 teachers who have already begun implementing Code.org's CS Fundamentals curriculum into their classroom. One to two Nextech facilitators, depending on the number of participants, will lead teachers in deepening their knowledge of the philosophy, values, and rationale behind how CS Fundamentals courses are structured, the various means to support all students through equitable teaching practices, and the intended approach to classroom practices, and the unique roles of teachers and students. 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. Participants will continue to explore Code.org's CS Fundamentals curriculum through a slide presentation, hands-on model lessons and handouts. Substitute reimbursements will be available to public schools and public charter schools that send teachers to workshops that take place during school hours.

micro:bit: CS Fundamentals and Beyond

- Target Audience: 3-7 Educators
- Target Number of Public Educators to be Trained: 34
- Description: These public, blended, one-day, 7-hour workshops with extensive online support

(including, but not limited to online resources, Facebook groups, and slack channels), are intended for K-5 teachers who are well versed in Code.org's CS Fundamentals curriculum and are looking to add more computer science to their classroom. One to two Nextech facilitators, depending on the number of participants, will lead teachers in understanding all of the available micro:bit curricular options available to them and have the opportunity to explore lesson plans and activities in each curriculum with individual micro:bit computers. The objective of this workshop is that teachers leave with a full picture of how they can easily introduce micro:bits to their classroom and supplement their students' computer science learning through physical computing. Participants will continue to explore these different curricula through a slide presentation, hands-on model lessons and handouts. Substitute reimbursements will be available to public schools and public charter schools that send teachers to workshops that take place during school hours.

Picademy

- Target Audience: 3-7 Educators
- Target Number of Public Educators to be Trained: 40
- Description: These public, blended, two-day, 14-hour workshops with extensive online support (including, but not limited to online resources, Facebook groups, and slack channels), are intended for all 3-7 educators, including classroom teachers, librarians, technology coaches, after-school and community educators and beyond. No experience with computer science or coding is required. One to two Raspberry Pi Certified Educators, depending on the number of participants, will lead teachers in hands-on exploration of physical computing that builds skills, amplifies creative confidence and cultivates community. The objective of this workshop is that teachers leave with a full picture of how they can easily introduce Raspberry Pi into their classroom and supplement their students' computer science learning through physical computing. Participants will explore the many capabilities of the Raspberry Pi through a slide presentation, hands-on model lessons and handouts.

Integrating Computer Science into your 6-8 Classroom

- Target Audience: 6-8 Educators
- Target Number of Public Educators to be Trained: 114
- Description: These public, blended, one or two day, 7-to-14 hour workshops with extensive online support (including, but not limited to online resources, Facebook groups, and slack channels), are intended for 6-8 general education teachers as well as media tech specialists, librarians, computer science teachers and elementary/middle school tech directors. These workshops are requested by the school or district's administration. One to two Nextech facilitators, depending on the number of participants and the length of the workshop, will lead teachers in learning about the 6-8 IN CS standards and learn how to integrate teaching the standards in their general education elementary classrooms. The objectives of this workshop are to help 6-8 teachers become comfortable with what computer science is, what is expected of their students with regards to the computer science standards, and how to begin integrating computer science into their classrooms every day. The most important objective of this workshop is that the school/district that requested the session has a defined 6-8 computer science implementation plan for all teachers in their building(s). Participants will explore Code.org's CS Discoveries curriculum through a slide presentation, hands-on model lessons and handouts. Substitute reimbursements will be available to public schools and public charter schools that send teachers to workshops that take place during school hours.

Code.org's CS Discoveries

- Target Audience: 6-10 Educators
- Target Number of Public Educators to be Trained:
 - 2019-20 - 40
 - 2020-21 - 55
- Description: The Code.org Professional Learning Program has both in-person and online supports designed to prepare teachers before and during their first year teaching CS Discoveries. There is a 9-day, in-person requirement for teachers, kicking off with 5 intensive days in the summer, followed by four 1-day quarterly workshops during the school year. This program is available to all 6-10 teachers interested in teaching Code.org courses - no prior computer science experience required! In order to participate in this program, we ask that applicants commit to participating in the full, year-long professional learning program, plan to teach the course in the 2019-20 school year and support the recruitment and enrollment of a diverse group of students in the course, representative of the school's student population. The main objectives of this program is that teachers understand the curriculum, transform their practice, develop empathy with the student experience, and become part of a network of teachers who are doing similar work. Participants will explore Code.org's CS Discoveries curriculum through a slide presentation, hands-on model lessons and handouts.

Circuit Playground - CS Discoveries and Beyond

- Target Audience: 6-10 Educators
- Target Number of Public Educators to be Trained: 51
- Description: These public, blended, one-day, 7-hour workshops with extensive online support (including, but not limited to online resources, Facebook groups, and slack channels), are intended for 6-10 teachers who are well versed in Code.org's CS Discoveries curriculum and are looking to add more computer science to their classroom. One to two Nextech facilitators, depending on the number of participants, will lead teachers in understanding all of the available Circuit Playground curricular options available to them and have the opportunity to explore lesson plans and activities in each curriculum with individual circuit playground computers. The objective of this workshop is that teachers leave with a full picture of how they can easily introduce circuit playground to their classroom and supplement their students' computer science learning through physical computing. Participants will continue to explore these different curricula through a slide presentation, hands-on model lessons and handouts. Substitute reimbursements will be available to public schools and public charter schools that send teachers to workshops that take place during school hours.

WeTeach_CS

- Target Audience: K-12 Educators (8-12 priority)
- Target Number of Public Educators to be Trained: 40
- Description: WeTeach_CS Certification Prep In-Person is an intensive two-day course designed to provide an overview of the educator competencies required of all teachers to become certified in Grades PK-12 Computer Science through learning about the content in the Pearson Computer Science Content test. This workshop is run by The STEM Center at The University of Texas at Austin.

Code.org's CS Principles

- Target Audience: 9-12 Educators
- Target Number of Public Educators to be Trained:
 - 2019-20 - 27
 - 2020-21 - 30
- Description: The Code.org Professional Learning Program has both in-person and online supports designed to prepare teachers before and during their first year teaching CS Principles. There is a 9-day, in-person requirement for teachers, kicking off with 5 intensive days in the summer, followed by four 1-day quarterly workshops during the school year. This program is

available to all 9-12 teachers interested in teaching Code.org courses - no prior computer science experience required! In order to participate in this program, we ask that applicants commit to participating in the full, year-long professional learning program, plan to teach the course in the 2019-20 school year and support the recruitment and enrollment of a diverse group of students in the course, representative of the school's student population. The main objectives of this program is that teachers understand the curriculum, transform their practice, develop empathy with the student experience, and become part of a network of teachers who are doing similar work. Participants will explore Code.org's CS Principles curriculum through a slide presentation, hands-on model lessons and handouts. The full workshop agenda, list of materials needed to run the workshop and materials provided to the participating teachers are appropriately labeled in the High Schools Attachment folder.

Code.org's CS Principles Refresher

- Target Audience: 9-12 Educators
- Target Number of Public Educators to be Trained: 24
- Description: This 2-day, blended workshop is intended for any 9-12 teacher already teaching Code.org's CS Principles course and interested in learning about the College Board's updates to the test and how Code.org updated the curriculum to adjust for these updates. The workshop is still being developed by Code.org as the College Board has not yet released it's updates and Code.org needs to update their curriculum prior to the content of the workshop being written. Overall, the workshop will cover all of the College Board's updates as well as how Code.org incorporated those changes into their CS Principles curriculum.

Cybersecurity

- Target Audience: 9-12 Educators
- Target Number of Public Educators to be Trained: 24
- Description: These public, blended, 3-day, 21-hour workshops with extensive online support (including, but not limited to online resources, Facebook groups, and slack channels), are intended for 9-12 teachers who are teaching cybersecurity. One to two Nextech facilitators, depending on the number of participants, will lead teachers through the 7 cybersecurity topics found in Derek Babb's Cybersecurity Course (Ethics and Society, Security Principles, Classic Cryptography, Modern Cryptography, Malicious Software, Physical Security, Web Security) while also learning how to navigate GitHub and the provided curriculum and related resources. Participants will continue to explore these different curricula through a slide presentation, hands-on model lessons and handouts. The full workshop agenda, list of materials needed to run the workshop and materials provided to the participating teachers are appropriately labeled in the High Schools Attachment folder.

Java

- Target Audience: 9-12 Educators
- Target Number of Public Educators to be Trained: 48
- Description: These public, blended, 4-day, 28-hour workshops with extensive online support (including, but not limited to online resources, Facebook groups, and slack channels), are intended for 9-12 teachers who are teaching java. Kenzie Academy runs these workshops and provides all of the workshop and participant materials.

Additional Projects

- SCRIPT Workshops
 - Target Audience: K-12 Educators and Administrators
 - Target Number of Participants: 105
 - Description: These in-person events bring together teams from school districts where

participants are led through exercises to help them identify appropriate resources and partners, create working groups to support computer science initiatives, and identify short term goals to make progress on the CS efforts of their district.

This contract shall expire on September 30, 2020. At that time, Nextech will be eligible for an extension at the IDOE's option.

Activity		Target Number of Participants	Cost per Participant	Line Item Cost	Total Cost
Elementary Workshops	Computer Science Fundamentals Introduction (367 ppl)	747	\$209	\$156,123	\$156,123
	Computer Science Fundamentals Deep Dive (119 ppl)				
	Integrating Computer Science into your K-5 Classroom (136 ppl)				
	Integrating Computer Science into your K-8 Classroom (51 ppl)				
	Micro:bit - CS Fundamentals and Beyond (34 ppl)				
	Picademy (40 ppl)				
Middle School Workshops	Integrating Computer Science into your 6-8 Classroom	114	\$223	\$25,422	\$33,582
	Circuit Playground - CS Discoveries and Beyond	51	\$160	\$8,160	
High School Workshops	CS Discoveries (2019-20)	40	\$677	\$27,080	\$189,646
	CS Principles (2019-20)	27	\$724	\$19,548	
	CS Principles Refresher	24	\$535	\$12,840	
	Cybersecurity	24	\$543	\$13,032	
	Java	48	\$867	\$41,616	
	WeTeach_CS	40	\$417	\$16,680	
	CS Discoveries (2020-21)	55	\$632	\$34,760	
	CS Principles (2020-21)	30	\$803	\$24,090	
Strategic Planning	SCRIPT Workshops	105	\$174	\$18,270	\$18,270
Teacher Stipend Payments	CS Discoveries (2019-20)	40	\$500	\$20,000	\$244,065
	CS Principles (2019-20)	27	\$500	\$13,500	
	CS Principles Refresher	24	\$525	\$12,600	
	Cybersecurity	24	\$525	\$12,600	
	Java	48	\$525	\$25,200	
	WeTeach_CS	40	\$925	\$37,000	
	CS Discoveries (2020-21)	55	\$1,449	\$79,695	
	CS Principles (2020-21)	30	\$1,449	\$43,470	
Total					\$641,686

AMENDMENT #1
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 a period of five months and nineteen days. It shall terminate on **July 31, 2021**.

The consideration during this extension period is **\$45,000**. Total remuneration under the Contract is not to exceed **\$623,608**.

1. Duties of Contractor.

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

The Contractor will perform duties set forth in **Exhibit A** of the original contract and **Exhibit 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 at the rates indicated in **Exhibit A** of the original contract and **Exhibit B**, 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, 2021**.

37. Payments.

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

E. Payments shall not exceed \$578,608 for the period of February 10, 2020 through February 9, 2021 and \$45,000 for the period of February 10, 2020 through July 31, 2021.

Funding Summary

February 10, 2020 through February 9, 2021 (Original Grant)	\$578,608
February 10, 2020 through July 31, 2021 (Amendment #1)	<u>\$45,000</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 addition of the following:

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

UNIVERSITY OF NOTRE DAME DU LAC

DocuSigned by:
By: 
0A3D29A44D774DC...
Greg Luttrell

Title: Director, Research Contracts

Date: 5/21/2020 | 16:26 EDT

Indiana Department of Education

DocuSigned by:
By:  - 00700
6F48CC506874466...

Title: Chief Financial Officer

Date: 5/21/2020 | 17:28 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: Office of the Attorney General By: _____ (for) Curtis T. Hill, Jr., Attorney General

Exhibit B

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 *Indiana Computes* 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.

TOTAL DIRECT AND INDIRECT ("FIXED") COSTS = \$308,608

COST PROPOSAL NARRATIVE: PARTICIPANT SUPPORT

In-Service Teacher Stipends – \$270,000 – to provide stipends of \$300 each to the K-12 in-service teachers that participate in and complete the proposed program.

Graduate Credit for K-8 Teacher Participants – \$45,000 - to support the cost of a 30 member cohort of K-8 teacher participants to receive graduate credit. The cost of graduate credit is \$1,500 for 3 credit hours.

TOTAL PARTICIPANT SUPPORT = \$315,000

TOTAL COST = \$623,608

Cost Proposal Summary					
Category /Item	Total Cost	Grade Band			
		K-5	6-8	9-12	
Personnel					
PD/PI - K. Morris - 1.2 months (0.1 FTE)	-	-	-	-	
Admin. Asst. - TBN - 1.4 months (0.12 FTE)	10,000.00	3,300.00	3,300.00	3,400.00	
Other Direct Costs					
Materials and Supplies (for program administration)	11,342.00	3,781.00	3,781.00	3,780.00	
Programming Provided by Participating Institutions					
University of Notre Dame	18,335.00	6,624.33	5,855.33	5,855.34	
Ball State University - Subcontractor	20,367.00	7,302.33	6,532.33	6,532.34	
Goshen College - Subcontractor	19,954.00	7,164.33	6,394.33	6,395.34	
Indiana State University - Subcontractor	20,166.00	7,235.33	6,465.33	6,465.34	
Indiana University Bloomington - Subcontractor*	79,915.00	28,691.32	25,611.32	25,612.36	
Indiana Wesleyan University - Subcontractor	19,860.00	7,133.33	6,363.33	6,363.34	
Purdue University Fort Wayne - Subcontractor	19,954.00	7,164.33	6,394.33	6,395.34	
University of Evansville - Subcontractor	19,087.00	6,875.33	6,105.33	6,106.34	
University of Southern Indiana - Subcontractor	20,088.00	7,209.33	6,439.33	6,439.34	
Contracted Services					
Evaluation - Braun Analytics - Subcontractor	30,000.00	10,000.00	10,000.00	10,000.00	
Total Direct Costs	289,068.00	102,480.96	93,241.96	93,345.08	
Indirect Costs (F&A rate of 8% applied)	19,540.00	6,514.00	6,513.00	6,513.00	
SUBTOTAL of Fixed Costs	308,608.00	108,994.96	99,754.96	99,858.08	
Participant Support					
Stipends for K-12 In-Service Teachers	270,000.00	126,000.00	90,000.00	54,000.00	
Graduate Credit Costs for K-8 Teachers (30)	45,000.00	25,500.00	19,500.00		
Total Costs	623,608.00	260,494.96	209,254.96	153,858.08	

PROFESSIONAL SERVICES CONTRACT

Contract #0000000000000000000040148

This Contract ("this Contract"), entered into by and between Indiana Department of Education (the "State") and PROJECT LEAD THE WAY, 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 workshops on Teacher Professional Development in Computer Science for Indiana middle school and high school teachers. Details of the Duties are described in **Exhibit A** attached and fully incorporated by reference.

2. Consideration. The Contractor will be paid the amounts included in **Exhibit A** for performing the duties set forth above. Total remuneration under this Contract shall not exceed **\$865,000**.

3. Term. This Contract shall commence on **May 1, 2020** and shall remain in effect through **July 31, 2021**.

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. 200.330 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 2007-1 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 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 IVOSB Division ("IVOSB Division") 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
-------	--------------	-------	-------------------------	---------

None

A copy of each subcontractor agreement must be submitted to the IVOSB 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

IndianaVeteransPreference@idoa.IN.gov, or mailed to IDOA, 402 W. Washington Street, Room W-478, 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 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 IVOSB Division, as reasonably requested and in the format required by the IVOSB Division.

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 any such products or services are compatible with the technology standards, including the assistive technology standard, all found at <https://www.in.gov/iot/2394.htm>. 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 if requested by the State addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$700,000 per occurrence and \$3,000,000 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 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
------------	--------------	-------	-------------------------	---------

None

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.

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:

Liz Sutton, Project Coordinator
Indiana Department of Education
115 W. Washington Street, South Tower, Suite 600
Indianapolis, IN 46204

B. Notices to the Contractor shall be sent to:

Sean Cosgrove
Project Lead The Way, Inc.
3939 Priority Way South Drive, Suite 400
Indianapolis, IN 46240

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, (3) RFP #20-009, (4) Contractor's response to RFP #20-009, and (5) 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") whether developed or licensed by the Contractor prior to execution of this Contract, or specifically developed by Contractor under this Contract are the property of Contractor.

B. The information and Materials used and/or provided by Contractor to satisfy Contractor's performance of this Contract are confidential and proprietary information to Contractor. Absent prior written consent by an authorized representative of Contractor, Contractor does not authorize and expressly prohibits the use and/or disclosure of the Materials. The State will not save, download, use, copy, share, or otherwise disclose any information, content, and/or materials contained in the Materials, unless prior written consent has been obtained by Contractor. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials. Any loss or damage thereto shall be restored at the Contractor's expense. Upon written request of the State and subject to Contractor's confidentiality requirements, the Contractor may provide the State limited 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 will post this Contract on the transparency portal as required by 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 Contractor 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 Budget Agency's *Financial Management Circular -- Travel Policies 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 *Circular* 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 *2018 OAG/ IDOA Professional Services Contract Manual* or the *2018 SCM Template*) in any way except as follows:

28. Insurance. (Item A.7 modified).

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

36. Ownership of Documents and Materials. (Modified)

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.**

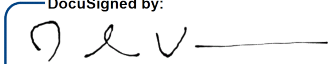
Agreement to Use Electronic Signatures

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:

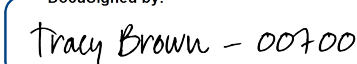
https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCT S.GBL

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.

DocuSigned by:
By: 
AB5F42DCECFE4E1...
Title: CFO

Indiana Department of Education

DocuSigned by:
By:  - 00700
6F48CC506874466...
Title: Chief Financial Officer

Date: 5/28/2020 | 17:00 EDT

Date: 5/28/2020 | 17:27 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: Office of the Attorney General By: _____ (for) Curtis T. Hill, Jr., Attorney General

Exhibit A

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

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

Budget

Activity		Target Number of Participants	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
*Per participant costs include tuition and travel expenses **If the online option is chosen, travel costs will be subtracted from the per participant cost. The reimbursable amounts for online training will be \$1,200/participant for PLTW Gateway and \$2,400/participant for PLTW Computer Science.				