DAVID Y. IGE
GOVERNOR

KEITH T. HAYASHI
INTERIM SUPERINTENDENT

STATE OF HAWAI`I
DEPARTMENT OF EDUCATION
PROCUREMENT AND CONTRACTS BRANCH
94-275 Mokuola Street, Room 200
WAIPAHU, HAWAI`I 96797

May 24, 2022

To: Panorama Education, Inc.
24 School Street, 4th Floor
Boston, MA 02108

Attn: Katie Mallett

From: Procurement Administrator
Department of Education
Office of Fiscal Services
Procurement and Contracts Branch

Subject: **Notice to Proceed**
Project No: RFP D22-104
Contract No: CO-20270
Description: To Provide and Administer a Student Perception Survey

You are hereby notified that the subject contract has been fully executed. Work on this project shall commence as of May 24, 2022 and in accordance with the terms of this agreement.

Your attention is called to the completion date as stipulated herein. Request(s) for extension of completion date will be considered only when submitted in writing to the Hawaii Department of Education Procurement and Contracts Branch prior to the completion date. Request must include documented justification for extension.

Any changes to the contract shall be processed through the Procurement and Contracts Branch, Waipahu Civic Center, 94-475 Mokuola Street, Room 200, Waipahu, Hawaii 96797.

Questions regarding this contract may be directed to Nicole Agena via email at nicole.agena@k12.hi.us.

HAWAII STATE DEPARTMENT OF EDUCATION

PROCUREMENT AND CONTRACTS BRANCH

Contract No. CO-20270

AWARDED PURSUANT TO

SECTION 103D-303, Hawaii Revised Statutes (HRS)

and

SECTIONS 3-122-41 through 3-122-60, Hawaii Administrative Rules (HAR)

BASED UPON COMPETITIVE SEALED PROPOSALS

PROJECT NO. RFP D22-104

WITH

PANORAMA EDUCATION, INC.

TO PROVIDE AND ADMINISTER A STUDENT PERCEPTION SURVEY

STATE OF HAWAII
CONTRACT FOR GOODS OR SERVICES BASED UPON
COMPETITIVE SEALED PROPOSALS

This Contract, executed on the respective dates indicated below, is effective Upon full execution of the contract, between the DEPARTMENT OF EDUCATION, (Insert name of state department, agency, board or commission) State of Hawaii ("STATE"), by its SUPERINTENDENT (Insert title of person signing for State) (hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")), whose address is 1390 Miller Street, Honolulu, Hawaii 96813 and PANORAMA EDUCATION, INC., ("CONTRACTOR"), a corporation (Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor) under the laws of the State of Delaware, whose business address and federal and state taxpayer identification number are as follows: 24 School Street, 4th Floor, Boston, MA 02108; Federal Taxpayer ID No.: 90-0995958; Hawaii GET No.: GE-034-975-0272-01

RECITALS

A. The STATE desires to retain and engage the CONTRACTOR to provide the services described in this Contract and its attachments, and the CONTRACTOR is agreeable to providing said services.

B. The STATE has issued a request for competitive sealed proposals, and has received and reviewed proposals submitted in response to the request.

C. The solicitation for proposals and the selection of the CONTRACTOR were made in accordance with section 103D-303, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 6, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").

D. The CONTRACTOR has been identified as the responsible and responsive offeror whose proposal is the most advantageous for the STATE, taking into consideration price and the evaluation factors set forth in the request.

E. Pursuant to §103D and §302A-1111, HRS, (Legal authority to enter into Contract) the STATE is authorized to enter into this Contract.

F. Money is available to fund this Contract pursuant to:

(1) Program ID 25218 (Identify state sources) or (2) n/a (Identify federal sources)

or both, in the following amounts: State $475,606.65

Federal $n/a

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the request for competitive sealed proposals number RFP D22-104 ("RFP"), the CONTRACTOR's accepted proposal ("Proposal"), and Attachment-S1, all of which, even if not physically attached to this Contract, are made a part of this Contract.

2. Compensation. The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this Contract in a total amount not to exceed FOUR-HUNDRED SEVENTY-FIVE THOUSAND SIX-HUNDRED SIX AND 65/100-------DOLLARS ($475,606.65), including approved costs incurred and taxes, at the time and in the manner set forth in the RFP, CONTRACTOR's Proposal, and the Compensation and Payment Schedule set forth in Attachment-S2, which is made a part of this Contract.

3. Time of Performance. The services or goods required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the Time of Performance set forth in Attachment-S3, which is made a part of this Contract.

4. Bonds. The CONTRACTOR ☐ is required to provide or ☒ is not required to provide: ☐ a performance bond, ☐ a payment bond, ☐ a performance and payment bond in the amount of not applicable DOLLARS ($ n/a).

5. Standards of Conduct Declaration. The Standards of Conduct Declaration by the CONTRACTOR is attached hereto and made a part of this Contract.

6. Other Terms and Conditions. The General Conditions and any Special Conditions are attached hereto and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) this Contract, including all attachments and addenda; (2) the RFP, including all attachments and addenda; and (3) the Proposal.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of not applicable DOLLARS ($ n/a) per day, in accordance with paragraph 9 of the General Conditions.

8. Notices. Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the STATE shall be sent to the HOPA'S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address as indicated in this Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written:

STATE

(Signature)

KEITH T. HAYASHI
(Print Name)

INTERIM SUPERINTENDENT OF EDUCATION
(Print Title)

(Date)

CORPORATE SEAL
(If available)

CONTRACTOR

PANORAMA EDUCATION, INC.
(Name of Contractor)

Aaron Feuer
(Signature)

Aaron Feuer
(Print Name)

CEO - Cofounder *
(Print Title)

5/16/2022
(Date)

APPROVED AS TO FORM:

RDR
05/05/2022 Ronald D. Rodriguez 05/23/2022
Deputy Attorney General

*Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.

8. Notices. Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the STATE shall be sent to the HOPA'S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address as indicated in this Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written:

STATE

(Signature)

KEITH T. HAYASHI
(Print Name)

INTERIM SUPERINTENDENT OF EDUCATION
(Print Title)

05/24/2022
(Date)

CORPORATE SEAL
(If available)

CONTRACTOR

PANORAMA EDUCATION, INC.
(Name of Contractor)

Aaron Feuer
(Signature)

Aaron Feuer
(Print Name)

CEO - Cofounder *
(Print Title)

5/16/2022
(Date)

APPROVED AS TO FORM:

RDR
05/05/2022

Deputy Attorney General

*Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.

STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF Massachusetts)
) **SS.**
Suffolk **COUNTY OF**)

On this 16 day of May, 2022 before me appeared Aaron Feuer and _____, to me known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are

Aaron Feuer and _____ of Panorama Education, the CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said instrument as the free act and deed of the CONTRACTOR.

Genevieve A. Mack
(Signature)

(Notary Stamp or Seal)

Genevieve A. Mack
(Print Name)

GENEVIEVE A. MACK
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
March 31, 2028

Notary Public, State of Massachusetts
My commission expires: March 31, 2028

Doc. Date: 5/16/2022 # Pages: 66
Notary Name: Genevieve A. Mack _____ Circuit
Doc. Description: To provide and administer HPDOE Student Perception Survey RFP RFP D22-104 CO-20270

Genevieve A. Mack 5/16/2022
Notary Signature Date

NOTARY CERTIFICATION

(Notary Stamp or Seal)

GENEVIEVE A. MACK
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
March 31, 2028

STATE OF HAWAII
CONTRACTOR'S
STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of PANORAMA EDUCATION, INC., CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR ☐ is* ☑ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).

2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).

3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).

4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

* Reminder to Agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of $10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

CONTRACTOR

By Aaron Feuer
(Signature)

Print Name Aaron Feuer

Print Title Ceo-Cofounder

Name of Contractor PANORAMA EDUCATION, INC.

Date 5/16/2022

STATE OF HAWAII

SCOPE OF SERVICES

1. CONTRACT ADMINISTRATOR

For purposes of this contract, the person named below or his/her duly authorized representative or successor in office is designated Contract Administrator (CA). The CA may be contacted as follows:

Contract Administrator: Sherilyn Lau
Telephone Number: (808) 733-4008
E-mail Address: sherilyn.lau@k12.hi.us

The CA is responsible for:

1.1. The terms, conditions, quantities, specifications, scope of services, other contract terms, and all decisions relating to the contract;

1.2. Monitoring the CONTRACTOR's work, documenting that CONTRACTOR maintains the required insurance coverage (if applicable), resolving contract disputes and discrepancies, evaluating the work of the CONTRACTOR, assuring the services or goods are delivered as required in the contract, and processing payment for services rendered; and

1.3. Notifying Procurement and Contracts Branch in the event of change in scope of work, change in the performance period, increase or decrease in total compensation, and/or changes in any other contract terms.

Notwithstanding the responsibilities set forth hereinabove, any coordination of services falling outside those articulated above shall remain with the head of the purchasing agency, as set forth in the attached General Conditions (see General Conditions, paragraph 1, entitled "Coordination of Services by the STATE.").

2. POINT OF CONTACT

The CA has designated the following person as Point-of-Contact (POC) for this contract. As such, the POC should be the initial contact on all matters related to this contract. The POC can be contacted as follows:

POC: Morgan Yamamoto
Telephone Number: (808) 733-4008
e-mail Address: morgan.yamamoto@k12.hi.us

3. CONTRACTOR'S POINT OF CONTACT

CONTRACTOR's primary point of contact is as follows:

POC: Katie Mallett, Chief Operating Officer
Telephone Number: (617) 356-8123
e-mail Address: kmallett@panoramaed.com

CONTRACTOR shall make commercially reasonably efforts to notify the STATE of any of the events indicated below:

3.1. Change in the CONTRACTOR's business address or phone number;

3.2. Change in the CONTRACTOR's tax identification number; or

3.3. Any other situation that could reasonably be expected to materially and adversely affect the CONTRACTOR's ability to carry out its obligation under this contract.

4. EXCLUSION OF SPECIFIC WORKERS

The STATE reserves the right to require the CONTRACTOR to remove an employee, agent, subcontractor or volunteer (Worker) from performing work under this contract. The Contract Administrator shall notify the CONTRACTOR in writing and this exclusion of a specific Worker(s) shall take effect as indicated on the notice. The CONTRACTOR may appeal this decision to the Contract Administrator, in writing within ten (10) working days of receipt of the notice. Removal of the employee, agent, subcontractor or volunteer shall remain in effect pending the outcome of the appeal. This provision shall not infringe upon the right of the CONTRACTOR to employ the removed individual, but shall apply to any work requiring interaction with the STATE, its employees or students.

5. VERIFICATION OF CONTRACTOR EMPLOYEES

In accordance with State rules and regulations, CONTRACTOR shall conduct mandatory criminal background checks at no cost to the STATE, on any employee or subcontractor working directly with students.

CONTRACTOR shall make commercially reasonable efforts to notify the STATE, upon learning of the occurrence of any of the events indicated below:

5.1. Any employee, agent or volunteer's license required to perform services under this Contract is or has been suspended, conditioned, revoked, expired, or terminated.

5.2. Any employee, agent or volunteer becomes or has been the subject of any disciplinary proceeding or action before any federal or state agency or Board.

5.3. Any employee, agent or volunteer is or has been convicted of a fraud or felony.

5.4. Any claim, judgment or settlement in which the CONTRACTOR or any of its employees, agents or volunteers is or has been named a defendant.

CONTRACTOR shall maintain the background check records, and shall make the records available for review upon request. Upon review of these records, the STATE reserves the right to request additional background information.

6. CONTRACT STAFFING REQUIREMENTS

Personnel, whose names and resumes are submitted in the Proposal, shall not be removed from the project without prior approval of the CA. Substitute or additional personnel shall not be used for the project until a resume is received and approved by the CA. The STATE shall have the right, and the CONTRACTOR shall comply with any request, to remove and replace any personnel from all work on the project effective immediately upon notification by the STATE. Personnel changes that are not approved by the CA may be grounds for contract termination.

CONTRACTOR will make commercially reasonable efforts to obtain the requisite consent, which shall not be unreasonably withheld by CA. The provisions of this clause shall not apply where the personnel have voluntarily terminated their employment.

7. INSPECTION AND PROCEDURAL CHANGES; RELIEF AVAILABLE TO STATE

All work is subject to inspection, evaluation, and approval by the CA. The STATE may employ all reasonable means to ensure that the work is being performed in compliance with the contract. Should the CA determine that corrections or changes are necessary in order to accomplish the intent or purpose of the contract, the CA may direct the CONTRACTOR to make such changes.

In addition to all rights and remedies available to the STATE provided in this contract or otherwise provided under law, if the CONTRACTOR is in non-compliance with contract requirements, the STATE may:

7.1. Suspend Payments – Temporarily withhold or disallow all or part of the billing cost/payments pending correction of a deficiency or a non-submission of a required deliverable by the CONTRACTOR.

7.2. Suspend Referrals – Suspend referrals to the CONTRACTOR should the CONTRACTOR fail to comply with any of the requirements or other term(s) or condition(s) of this contract and, further, the STATE may maintain the suspension of referrals until such time as the deficiency or non-compliance is corrected and the CONTRACTOR's corrective actions are determined to be acceptable by the STATE.

7.3. Seek Reimbursement – Seek reimbursement from the CONTRACTOR or withhold future payments for any funds paid to the CONTRACTOR subsequent to a determination that such was unauthorized, fraudulently obtained, or inappropriately billed.

7.4. Seek Market Value – In the event the CONTRACTOR fails, refuses or neglects to perform the services in accordance with the requirements of these Special Conditions, the Scope of Services or the General Conditions, the STATE reserves the right to purchase, in the open market, a corresponding quantity of the services specified herein and to deduct from any monies due or that may thereafter become due to the CONTRACTOR, the difference between the price named in the contract and the actual cost to the STATE. In case any money due the CONTRACTOR is insufficient for said purpose, the CONTRACTOR shall pay the difference upon demand from the STATE. The STATE may also utilize all other remedies provided by law.

8. LIABILITY INSURANCE

The CONTRACTOR shall maintain in full force and effect, during the life of this contract, liability and property damage insurance. This insurance shall protect the CONTRACTOR and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the CONTRACTOR providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, CONTRACTOR may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy(ies) are in addition to the CONTRACTOR's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the CONTRACTOR, including its subcontractor(s) where appropriate:

Coverage	Limits
General Liability, Commercial (Occurrence Form)	$2,000,000 aggregate $1,000,000 combined single limit per occurrence for bodily injury and property damage
Automobile Liability Combined Single Limit	$1,000,000 per accident
Professional Liability Insurance	$1,000,000 per claim and $2,000,000 per annual aggregate

General liability and automobile liability policies required by this contract, including a subcontractor's policy, shall contain the following clauses:

1) "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

2) "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements. Each insurance policy shall be written by 1) an insurance company licensed to do business in the State of Hawaii, or 2) if not licensed by the State of Hawaii, an insurance company which meets §431:8-301, Hawaii Revised Statutes.

Upon execution of the contract, the CONTRACTOR agrees to deposit with the STATE certificate(s) of insurance necessary to satisfy the STATE that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the STATE during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the STATE, CONTRACTOR shall be responsible for furnishing a copy of the policy(ies).

Failure of the CONTRACTOR to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the STATE to exercise any or all of the remedies provided herein.

The procuring of such required insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy(ies) of insurance, CONTRACTOR shall be obligated for the full and total amount of any damage, injury, or loss caused by the CONTRACTOR, its employees, officers, or agents, in connection with this contract.

CONTRACTOR shall notify the STATE, via written notice within twenty-four (24) hours should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

9. SCOPE OF WORK

In addition to the CONTRACTOR's proposed solution and technical proposal which is hereby incorporated into this contract, the following deliverables shall be included in the scope of services:

9.1. Student Voice Survey Requirements

9.1.1. Provide a survey instrument that records students' perceptions of classroom practice, student engagement and school climate (including items that measure: school culture, facilities, etc.); and uses developmentally-appropriate question metrics that have an established and tested correlation to student achievement. For purposes of this section, "established and tested" means based on research that involves the application of rigorous, systematic, and objective procedures to obtain reliable and valid knowledge relevant to education activities and programs, including research that:

9.1.1.1. Employs systematic, empirical methods that draw on observation or experiment;

9.1.1.2. Involves rigorous data analyses that are adequate to test the stated hypotheses and justify the general conclusions drawn;

9.1.1.3. Relies on measurements or observational methods that provide reliable and valid data across evaluators and observers, across multiple measurements and observations, and across studies by the same or different investigators;

9.1.1.4. Demonstrates a statistically significant effect on improving student outcomes or other relevant outcomes;

9.1.1.5. Demonstrates a rationale based on high-quality research findings or positive evaluation that such activity, strategy, or intervention is likely to improve student outcomes or other relevant outcomes; and

9.1.1.6. Includes ongoing efforts to examine the effects of such activity, strategy, or intervention.

Refer to Title 20, *United States Code*, section 7801(21), regarding the definition of "evidence-based research", upon which the definition of "established and tested" is substantially based.

9.1.2. Student voice survey instrument shall be able to record student's perceptions of classroom practice, student engagement and school climate (including items that measure: school culture, facilities, etc.) for grades 3 through 12.

9.1.3. Student voice survey instrument shall have the option to customize questions based on needs identified by the STATE.

9.1.4. Administer student voice surveys to multi-track schools, schools with "wheel courses" and "block scheduling" that change classes at the end of each quarter, multi-level school (e.g. K-12, 6-12, etc.) and single-track schools.

9.1.5. Student voice surveys shall be delivered in online format for English, Hawaiian, Chinese – Simplified and Traditional, Chuukese, Ilocano, Japanese, Korean, Marshallese, Pohnpeian, Samoan, Spanish, Tagalog, Tongan, Vietnamese, and Visayan (Cebuano), and three (3) other languages as may be specified by the STATE; provided that the total number of translations shall not exceed 20 languages, including *Braille* books.

9.1.6. Provide "live", second-tier help-desk support to the STATE's EES help-desk, complex area personnel, schools, teachers, and other individuals supporting the student voice survey component in the EES from at least 7:30 a.m. to 3:30 p.m. Hawaii Standard Time (not Daylight Savings Time) during the fall 2022 administration window of the student voice survey and at least 2 weeks after report distribution. (NOTE: The STATE's EES help-desk will provide first-tier support to STATE complex area superintendents, principals, teachers, and other STATE-identified staff.)

9.1.7. Link students' perceptions of classroom practice, student engagement and school climate (including items that measure: school culture, facilities, etc.) from complex area to school, school to teacher, teacher to class period, class period to student, and vice-versa.

9.1.8. Provide comprehensive and construct reports for teachers who meet the minimum response requirements established by the Offeror. The reports include comprehensive tabular views of student responses to student voice survey questions and comparable views of student responses to student voice survey questions over time, in addition to graphical views that anonymously compare a teacher's scores within their school, complex area and across the state.

9.1.9. Provide comprehensive and construct reports for school administrators. The reports include comprehensive tabular views of student responses to student voice survey questions and comparable views of student responses to student voice survey questions over time, in addition to graphical views that anonymously or non-anonymously compare teachers' scores within their school, complex area and across the state.

9.1.10. Provide comprehensive and construct reports for complex area and state administrators. The reports include comprehensive tabular views of student responses to student voice survey questions and comparable views of student responses to student voice survey questions over

time, in addition to graphical views that anonymously or non-anonymously compare teachers' scores across schools within their complex area and across the state.

9.1.11. Provide training, including live web-based training that can be recorded for reference viewing, on the proper administration (e.g., processes and protocols) of the student voice survey and the appropriate use of student voice survey reports to complex area superintendents, principals, teachers, and other STATE-identified staff.

9.1.12. Student voice survey instrument is cross-walked to Components 2b, 2d, 3b, 3c, and 3d of the *Hawaii Adapted Framework for Teaching – Classroom Observation Rubric, Revised July 2013* (refer to Exhibit A), for purposes of comparing students' perceptions against school administrators' observations of classroom practice, school climate, and pupil engagement.

9.1.13. Provide access to a compendium of resources that are research-based and align with survey topics/content. Resources to include strategies, interventions and activities for school and classroom level implementation and support growth and change.

9.2. Description of Work

9.2.1. General Tasks and Activities for SY 2022-2023

The CONTRACTOR shall engage with the STATE in the planning and administration of the student voice survey as a component of the EES in 292 STATE Public and Charter schools during SY 2022-2023 as follows:

9.2.1.1. Review existing materials, solutions, and procedures for collecting, analyzing, and reporting student voice survey results in printable online reports.

9.2.1.2. Provide at least 1 telephone or web-based meeting with the STATE regarding the STATE's training needs. CONTRACTOR shall establish a clear scope and timeline so as to not exceed the timeline and budget specified in the contract.

9.2.1.3. Share insights and provide recommendations for improving the outcomes of the student voice survey project through training.

9.2.1.4. Submit written, monthly status reports, including supplementary presentation materials, on all completed, ongoing, and upcoming training activities, and any outcomes, issues, or corrective actions relating to these training activities.

9.2.1.5. Provide the student voice survey project team with:

9.2.1.5.1. A master project calendar, which shall be updated by the CONTRACTOR as needed;

9.2.1.5.2. An issues log, which shall be updated by the CONTRACTOR at least weekly as part of weekly meeting notes;

9.2.1.5.3. Written status reports that document progress on key project milestones and decisions, including descriptions of any next steps necessary to resolve major issues with the student voice survey project;

9.2.1.5.4. Weekly management meetings, which shall be conducted by the CONTRACTOR using a CONTRACTOR-provided toll-free telephone number;

9.2.1.5.5. An agenda for the weekly management meetings, which shall be provided by the CONTRACTOR to the student voice survey project team at least 24 hours in advance of the meeting. The Project Manager for the CONTRACTOR and the Contract Administrator for the STATE may cancel or reschedule meetings within 24 hours of the meeting date and time; and

9.2.1.5.6. Minutes of the weekly management meetings, which shall be provided by the CONTRACTOR to the student voice survey project team within 24 hours following the meeting.

9.2.1.6. When requested by the STATE, attend meetings in Hawaii with the student voice survey project team. These meetings shall be scoped, scheduled, and agreed upon in the detailed project implementation plan so as to not exceed the designated number of days specified in the contract.

9.2.2. Detailed Project Implementation Plan

The CONTRACTOR, in consultation with the STATE, shall develop a detailed project implementation plan within 10 business days following full execution of the contract. The CONTRACTOR shall produce at least 1 draft of the detailed project implementation plan and provide the STATE with at least 2 opportunities to edit the same. A clear scope and timeline shall be established so as to not exceed the timeline and budget specified in the contract. The detailed project implementation plan shall address the general timeline for all the deliverables contained within the contract and shall contain a specific timeline for the activities.

9.2.2.1. The CONTRACTOR shall provide updated, written summaries of current research on best practices in other countries, states, and school districts with respect to administration of the student voice survey, the use of student voice survey results, and outreach to and training of stakeholders and the general public.

9.2.2.2. The CONTRACTOR, in consultation with the STATE, shall identify designated windows for administering the student voice survey to enable multi-track year-round schools and schools with "wheel courses" and "block scheduling", which change classes at the end of each quarter, to survey all their students in fall 2022.

9.2.2.3. The CONTRACTOR shall create a schedule for transferring student voice survey data to the STATE, which shall include sufficient time for the STATE to conduct its own quality assurance review of the CONTRACTOR's data deliverables.

9.2.2.4. The CONTRACTOR shall schedule regular communications and conference calls or other means of communication (e.g., webinars) to support the student voice survey project on dates and at times mutually agreed upon by the STATE and the CONTRACTOR.

9.2.3. Timeline of Major Tasks

Section	*The estimated timeline of major tasks that shall be incorporated into the detailed project implementation plan include:* Tasks, Fall 2022 Administration	Estimated Timeline
9.2.3.1.	Provide training, including web-based training, on the proper administration (e.g., processes and protocols) of the student voice survey to complex area superintendents, STATE and Charter School principals and teachers, and other STATE-identified staff.	To be scoped, scheduled, and agreed upon in the detailed project implementation plan so as to not exceed the scope and budget specified in the contract.
9.2.3.2.	Administer student voice survey, Schedule 1A (Applicable to specified multi-track schools; and schools with "wheel courses" and "block scheduling" that change classes at the end of each quarter), contingent on the assumptions and dependencies specified in sections 9.2.3.7 and 9.2.3.8 materializing.	October 2022 Timelines and dependencies to be scoped, scheduled, and agreed upon in the detailed project implementation plan so as to not exceed the scope and budget specified in the contract.
9.2.3.3.	Administer student voice survey, Schedule 2B (Applicable to specified multi-track schools; schools with "wheel courses" and "block scheduling" that change classes at the end of each quarter; and single-track schools), contingent on the assumptions and dependencies specified in sections 9.2.3.7 and 9.2.3.8 materializing.	November 2022 Timelines and dependencies to be scoped, scheduled, and agreed upon in the detailed project implementation plan so as to not exceed the scope and budget specified in the contract.
9.2.3.4.	Administer additional student voice surveys as requested by STATE leadership, contingent on the assumptions and dependencies specified in sections 9.2.3.7 and 9.2.3.8 materializing.	Timelines and dependencies to be scoped, scheduled, and agreed upon in the detailed project implementation plan so as to not exceed the scope and budget specified in the contract.
9.2.3.5.	Distribute student voice survey reports to STATE and Charter School principals and teachers, complex area superintendents, and state administrators.	February 2023 The estimated timeline shall include sufficient time for the STATE to conduct its own quality assurance review of the CONTRACTOR's reports and data deliverables. Timelines and dependencies to be scoped, scheduled, and agreed upon in the detailed project implementation plan so as to not exceed the scope and budget specified in the contract.

Section	*The estimated timeline of major tasks that shall be incorporated into the detailed project implementation plan include:* Tasks, Fall 2022 Administration	Estimated Timeline
9.2.3.6.	Provide training, including web-based training, on the appropriate use of student voice survey reports to complex area superintendents, STATE and Charter School principals and teachers, and other STATE-identified staff.	To be scoped, scheduled, and agreed upon in the detailed project implementation plan so as to not exceed the scope and budget specified in the contract.

NOTE: A School Year 2022-2023 student calendar has been attached as Exhibit B (for reference purposes). A School Year 2021-2022 multitrack school student calendar has been attached as Exhibit C (for reference purposes) because the School Year 2022-2023 multitrack school student calendar will not be available for all schools and all school tracks until June 2022.

9.2.3.7. Timelines and Dependencies

The timelines specified herein are based on the assumptions and dependencies specified in sections 9.2.3.7 and 9.2.3.8, and the assumptions for online administration of the student voice survey specified in sections 9.2.7.2.1.

Timelines and Dependencies			
Section	Description	Dependencies	Date Required
9.2.3.7.1	Provision of the roster file of the population to be surveyed, to the specification provided, not to exceed the number of surveys specified in section 9.2.7.	Surveys cannot be created or provided unless a valid roster has been provided for processing.	To be scoped, scheduled, and agreed upon in the detailed project implementation plan so as to not exceed the scope and budget specified in the contract.

9.2.3.8. The STATE shall be responsible for supplying data files and other information (e.g., roster files) to an appropriate and predefined level of quality, and within the timelines specified in section 9.2.3.7, in order for the CONTRACTOR to deliver the services specified in the contract.

9.2.4. Tools, Materials, and Support

9.2.4.1. The CONTRACTOR shall provide the survey materials (e.g. survey administration protocols, proctor scripts, Braille booklets) and online access materials for the student voice survey; materials to describe and support online training for complex area superintendents, principals, teachers, and other STATE-identified staff; and administrative and technical support, including online administrative and technical support, for all activities related to the student voice survey and the student voice survey project. Training and technical support shall be scoped, scheduled, and agreed upon in the detailed project implementation plan so as to not exceed the scope and budget specified in the contract.

9.2.4.2. The CONTRACTOR shall also be responsible for all associated tasks as follows:

9.2.4.2.1. Providing the STATE with either:
9.2.4.2.1.1. The standard version of the CONTRACTOR's student voice survey; or

9.2.4.2.1.2. A shortened or customized version of the CONTRACTOR's student voice survey, provided the shortening or customization of the survey does not change the survey's psychometric properties, which shall be cross-walked to Components 2b, 2d, 3b, 3c, and 3d of the *Hawaii Adapted Framework for Teaching – Classroom Observation Rubric, Revised July 2013* (refer to Exhibit A), or evaluation tool agreed upon by the teacher bargaining unit, for other purposes of comparing students' perceptions against school administrators' observations of classroom practice, student engagement and school climate (including items that measure: school culture, facilities, etc.).

9.2.4.2.2. Shipping online-login materials, associated scripts, instructions, and other materials to schools. Instructions, cards, and associated scripts shall be organized into classroom packets based on information provided by the STATE for each participating teacher.

9.2.4.2.3. The STATE shall provide the classroom information specified in section 9.2.5 to the CONTRACTOR in the format specified by the CONTRACTOR.

9.2.4.3. The STATE will provide the classroom information specified in section 9.2.5 to the CONTRACTOR in a commonly used format, or the native format of the applicable data systems maintained by the STATE.

9.2.4.3.1. Data exported to the CONTRACTOR shall be limited to the data available in the STATE's Student Information System.

9.2.4.3.2. Data in the STATE's Student Information System shall be defined by the STATE and any changes to data entered by schools to meet the CONTRACTOR's data requirements shall be mutually agreed upon by the STATE and the CONTRACTOR.

9.2.4.3.3. Data collected by the CONTRACTOR's system shall be available for extract by the STATE.

9.2.4.3.3.1. The CONTRACTOR shall provide the STATE with metadata defining the CONTRACTOR'S data, a code book, and all required data files.

9.2.4.3.3.2. The CONTRACTOR shall comply with the STATE's requirement to encrypt data transmissions as specified in section 9.2.4.3.3.4.

9.2.4.3.3.3. The STATE shall notify the CONTRACTOR of any changes to the data exchange process at least 1 month prior to the change. The CONTRACTOR shall be responsible for testing the changes. The STATE shall not be responsible for any errors or problems due to limitations of the CONTRACTOR'S system or testing methodology. Significant changes to the data extraction process for the student voice survey project may adversely impact the price, timeliness, quality, and extensiveness of some or all of the deliverables specified in this contract.

9.2.4.3.3.4. Confidential information electronically transferred outside of the STATE's network through the Internet shall be encrypted.

9.2.4.3.3.5. The CONTRACTOR is not entitled to access the STATE's data systems unless access is granted explicitly in writing by the STATE.

9.2.4.3.3.6. Rostering Process (inclusive in base cost)

- The CONTRACTOR shall provide the STATE with a methodology for retrieving roster information from the STATE Public and Charter School student information systems, or provide an alternative method with written guidance and a standard template, such as Microsoft© Office Excel®.

- The STATE shall work with schools to ensure that classes surveyed have the minimum number of students specified by the CONTRACTOR whenever possible.
- The STATE shall work with schools to ensure individual students complete no more than 2 surveys during the fall 2022 administration window whenever possible.
- The STATE shall interface with all participating schools to populate roster templates with all participating teachers.
- A single teacher (including an individual teaching in a co-taught classroom) shall be designated as the teacher of record.
- A roster file shall reflect the specific class period when the student voice survey will be administered. Linkages shall be established for state to complex area, complex area to school, school to teacher, teacher to class period, class period to student.
- The STATE shall work with schools to ensure that schools designate class periods to complete the grade-appropriate student voice survey.
- Class levels shall be defined by school type rather than grade spans, e.g., sixth graders in elementary schools are defined as "elementary schoolers" while sixth graders in middle schools are defined as "middle schoolers". The STATE shall provide the CONTRACTOR with a list of schools with irregular grade configurations.
- The student voice survey shall be delivered in an online format for English, Hawaiian, Chinese – Simplified and Traditional, Chuukese, Ilocano, Japanese, Korean, Marshallese, Pohnpeian, Samoan, Spanish, Tagalog, Tongan, Vietnamese, and Visayan (Cebuano), and three (3) other languages as may be specified by the STATE; provided that the total number of translations shall not exceed 20 languages, including *Braille* books. A protocol for handling non-English speaking or blind/visually impaired survey-takers shall be agreed upon by the STATE and the CONTRACTOR.
- If appropriate quantity of surveys are not ordered, then a protocol for handling these situations without shipping additional surveys will be utilized. The protocol will also apply to additional *Braille* books that may need to be ordered.
- The STATE shall submit 1 merged roster file to the CONTRACTOR. The roster file will contain data for multi-track and single track schools. The roster file may be resubmitted at least twice in order to attain an appropriate and predefined level of quality.
- The STATE shall sign off on each survey order prior to the opening of each respective survey administration window. Changes made by the STATE to a survey order after it is submitted or after the opening of its respective survey administration window may result in additional charges and may delay some or all of the deliverables specified in this contract. The timelines and dependencies specified in sections 3.2.3.7 and 3.2.3.8 shall be scoped, scheduled, and agreed upon in the detailed project implementation plan so as to not exceed the scope and budget specified in this contract.

9.2.4.4. Provide Support to the STATE's EES Help-desk

9.2.4.4.1. The STATE's EES help-desk shall provide first-tier support to complex area superintendents, principals, teachers, and other STATE-identified staff. The CONTRACTOR shall provide second-tier help-desk support to the STATE's EES help-desk, through a toll-free telephone number and by email, before, during, and after the fall 2022 administration of the student voice survey. Unless a change is mutually agreed upon by the STATE and the CONTRACTOR, the CONTRACTOR shall provide "live" help-desk support to the STATE's EES help-desk, complex area

personnel, schools, teachers, and other individuals supporting the student voice survey component in the EES from at least 7:30 a.m. to 3:30 p.m. Hawaii Standard Time (not Daylight Savings Time) during the fall 2022 administration window of the student voice survey and at least 2 weeks after report distribution.

9.2.4.4.2. The CONTRACTOR shall provide the STATE with a weekly help-desk update, as needed, for discussion purposes.

9.2.4.5. The CONTRACTOR shall provide consultative support to help the STATE deal with any problems that may arise within the scope of the student voice survey project. A clear scope and timeline shall be established so as to not exceed the timeline and budget specified in the contract.

9.2.4.6. Unless otherwise specified in this contract or mutually agreed upon by the STATE and the CONTRACTOR, the CONTRACTOR shall provide student voice survey data, results, and reports to the STATE by way of flat files in comma/character-separated value (CSV) format.

9.2.4.7. The STATE may ask the CONTRACTOR to provide a reasonable level of input or participation, or both, in groups that represent the STATE's rank and file employees. A clear scope and timeline shall be established so as to not exceed the timeline and budget specified in the contract.

9.2.4.8. The CONTRACTOR shall assist the STATE with the development of key messages regarding the student voice survey for critical audiences. For purposes of this section, assistance includes developing talking points and "Frequently Asked Questions" for STATE leadership, complex area superintendents, principals, teachers, and other STATE-identified staff.

9.2.4.9. The CONTRACTOR shall grant the STATE access to and, if appropriate, use of media that the CONTRACTOR may already have developed in other jurisdictions for purposes of disseminating information about the student voice survey.

9.2.4.10. The CONTRACTOR shall provide the STATE with agreed upon, prerecorded, process and protocol messages for training and instructional purposes.

9.2.4.11. The CONTRACTOR shall provide the STATE with access to a collection of research-based resources such as strategies, activities and interventions aligned with survey topics for the purpose of school and/or classroom level implementation to support growth and improvement.

9.2.5. Student Voice Survey Process and Procedure

9.2.5.1. The CONTRACTOR shall administer the student voice survey process and associated reporting methodology which shall include:

9.2.5.1.1. The provision of a survey instrument that records students' perceptions of classroom practice, student engagement and school climate (including items that measure: school culture, facilities, etc.); and uses developmentally–appropriate question metrics that have an established and tested correlation to student achievement;

9.2.5.1.2. The comparison of teachers' scores across the state. Separate reports shall also be supplied providing comparative results from the student voice survey national data set, if available;

9.2.5.1.3. The management of data files that link complex areas, schools, teachers, and class periods to students; and

9.2.5.1.4. The distribution of student voice survey reports by the CONTRACTOR to complex area superintendents, STATE Public and Charter School principals and teachers, and other STATE-identified staff after the processing, cleaning, preparation, and analysis of student voice survey data using agreed upon media.

9.2.5.2. Student Voice Survey Procedure

The CONTRACTOR's administration of the student voice survey across the state shall include the following activities and tasks:

9.2.5.2.1. Collecting and processing student rosters.

9.2.5.2.2. Preparing and paneling online English surveys translated into Hawaiian, Chinese – Simplified and Traditional, Chuukese, Ilocano, Japanese, Korean, Marshallese, Pohnpeian, Samoan, Spanish, Tagalog, Tongan, Vietnamese, and Visayan (Cebuano), and 3 other languages as may be specified by the STATE; provided that the total number of translations shall not exceed 20 languages.

9.2.5.2.3. Printing, packing, and shipping of survey materials (e.g. survey administration protocols, proctor scripts, Braille booklets) using businesses physically located in the State of Hawaii, if cost-effective, to reduce shipping time and shipping costs.

9.2.5.2.4. Printing and shipping, or electronic delivery of student online login materials using businesses physically located in the State of Hawaii, if cost-effective, to reduce shipping time and shipping costs.

9.2.5.2.5. Assisting teachers and school-level student voice survey coordinators with survey administration protocols.

9.2.5.2.6. Delivering survey materials (e.g. survey administration protocols, proctor scripts, Braille booklets) and student login materials to principals and school-level student voice survey coordinators.

9.2.5.2.7. Administering online surveys in the classroom.

9.2.5.2.8. Providing second-tier help-desk support throughout the contract period during specified hours.

9.2.5.2.9. Processing and delivering online survey data to the CONTRACTOR.

9.2.5.2.10. Appending data deliveries.

9.2.5.2.11. Cleaning dataset.

9.2.5.2.12. Generating master dataset.

9.2.5.2.13. Reconciling data against student rosters.

9.2.5.2.14. Formatting and inputting data into CONTRACTOR's student voice survey reporting tool.

9.2.5.2.15. Defining student voice survey report specifications.

9.2.5.2.16. CONTRACTOR's report management system must be able to integrate with the STATE'S infrastructure for staff logins.

9.2.5.2.17. Verifying the accuracy of teacher/student data links, student voice survey data, and student voice survey results before the distribution of reports by the CONTRACTOR to complex area superintendents, principals, teachers, and other STATE-identified staff. The estimated timeline shall include sufficient time for the STATE to conduct its own quality assurance review of the CONTRACTOR's reports and data deliverables.

9.2.6. Development and Delivery of Outputs

The CONTRACTOR shall gather and analyze student voice survey data from 294 STATE Public and Charter schools (Refer to Section 2, Purpose and Overview, Table 2) and compile these data into reports. These data shall include information about students' perceptions of classroom practice, student engagement and school climate (including items that measure: school culture, facilities, etc.). The reports shall be provided to decision makers at the state, complex area, school, and classroom level. Each complex area superintendent, principal, and teacher shall receive access to organized feedback related to students' perceptions of classroom practice, student engagement and school climate (including items that measure: school culture, facilities, etc.) in their complex areas, schools, and classrooms. The deliverables shall include:

9.2.6.1. Comprehensive and construct reports for teachers who meet the minimum response requirements agreed upon between the CONTRACTOR and the STATE. The reports shall include:

9.2.6.1.1. Comprehensive tabular views of student responses to student voice survey questions; and

9.2.6.1.2. When available, comparable view of student responses to student voice survey questions over time, in addition to graphical views that anonymously compare a teacher's scores within their school and across the state. A teacher's scores shall take the form of aggregated "favorability" ratings on constructs included in the student voice survey, or an alternative form mutually agreed upon by the STATE and the CONTRACTOR.

9.2.6.2. Comprehensive and construct reports for school administrators. The reports shall include:

9.2.6.2.1. Comprehensive tabular views of student responses to student voice survey questions; and

9.2.6.2.2. When available, comparable view of student responses to student voice survey questions over time, in addition to graphical views that anonymously or non-anonymously compare teachers' scores within their school and across the state. Teachers' scores shall take the form of aggregated "favorability" ratings on constructs included in the student voice survey, or an alternative form mutually agreed upon by the STATE and the CONTRACTOR. The CONTRACTOR shall provide the STATE with a key for purposes of identifying teachers in the reports prepared for school administrators.

9.2.6.3. Comprehensive and construct reports for complex area administrators. The reports shall include:

9.2.6.3.1. Comprehensive tabular views of student responses to student voice survey questions; and

9.2.6.3.2. When available, comparable view of student responses to student voice survey questions over time, in addition to graphical views that anonymously or non-anonymously compare schools' scores across schools within their complex area and across the state. Schools' scores shall take the form of aggregated "favorability" ratings on constructs included in the student voice survey, or an alternative form mutually agreed upon by the STATE and the CONTRACTOR.

9.2.6.4. Comprehensive and construct reports for state administrators. The reports shall include:

9.2.6.4.1. Comprehensive tabular views of student responses to student voice survey questions; and

9.2.6.4.2. When available, comparable view of student responses to student voice survey questions over time, in addition to graphical views that anonymously or non-anonymously compare complex area's scores across the state. Complex area scores

shall take the form of aggregated "favorability" ratings on constructs included in the student voice survey, or an alternative form mutually agreed upon by the STATE and the CONTRACTOR.

9.2.6.5. Comprehensive and construct reports from the national data set. If available, the reports for state and school administrators shall include comparative results from and comprehensive tabular views of the national data set of the student voice survey.

9.2.6.6. Subject to the availability of funds, the STATE, in consultation with the CONTRACTOR, may request reports, views, and scores not already specified in sections 9.2.6.1 to 9.2.6.4; or may consolidate the reports, views, and scores already specified in sections 9.2.6.1 to 9.2.6.4.

9.2.6.7. A data file containing raw, unprocessed student responses to student voice survey questions in comma/character-separated value (CSV) format.

9.2.6.8. An online mechanism for making the reports specified in section 3.2.6 available to complex area superintendents, principals, teachers, and other STATE-identified staff, as appropriate.

9.2.7. Online Administration of the Student Voice Survey

9.2.7.1. The CONTRACTOR shall provide specifications regarding the hardware and software technology required to support the online administration of the student voice survey statewide.

9.2.7.2. For SY 2022-2023 Costing Purposes.

9.2.7.2.1. The STATE and the CONTRACTOR shall assume that one-hundred percent (100%) of students will take the student voice survey online during the fall 2022 administration of the student voice survey.

9.2.7.2.2. The CONTRACTOR shall provide at least one hundred seventy-four thousand nine hundred twenty-eight (174,928) surveys for at least eleven thousand five hundred (11,500) classes during the fall 2022 administration of the student voice survey.

9.2.7.2.3. The STATE and the CONTRACTOR may amend the contract if the assumptions and dependencies specified in sections 9.2.3.7 and 9.2.3.8 do not materialize, or the assumptions for online administration of the student voice survey specified in sections 9.2.7.2.1, and 9.2.7.2.2 exceed the timeline and budget specified in this contract.

9.2.8. Communications and Capacity-Building

9.2.8.1. The CONTRACTOR shall:

9.2.8.1.1. Revise, update, and improve existing communication and outreach strategies and materials to describe and support the appropriate use of student voice survey reports by stakeholders and the general public; and develop new strategies and materials in order to accomplish these objectives as necessary. The CONTRACTOR shall produce at least 1 draft of a communications plan and provide the STATE with at least 2 opportunities to edit the same. A clear scope and timeline shall be established so as to not exceed timeline and budget specified in this contract; and

9.2.8.1.2. Subject to a mutually agreed upon change in the contract, the availability of funds, and with the prior written approval of the STATE, do all other things deemed necessary and proper by the CONTRACTOR to ensure the appropriate use of student voice survey reports by stakeholders and the general public.

9.2.8.2. The CONTRACTOR shall provide technical support (e.g., materials telephone/conference calls, and web-based meetings) with the aim of assisting the STATE in developing the internal capacity of state employees who will fully manage the continued implementation of the student voice survey project after June 30, 2023.

9.3. CONTINUOUS ACTIVITIES

9.3.1. Evaluation

9.3.1.1. The CONTRACTOR shall submit written, monthly status reports on:

9.3.1.1.1. The progress of the student voice survey project, clearly identifying any tasks or deliverables that appear to be at risk of not meeting milestones or deadlines; and

9.3.1.1.2. Any other risks (e.g., low participation rates) related to the purpose of the student voice survey project or those parts of the EES that are dependent on the student voice survey project.

9.3.1.2. The monthly status reports shall include:

9.3.1.2.1. Insights and recommendations for improving the outcomes of the student voice survey project;

9.3.1.2.2. Assessments of ongoing student voice survey project activities, including activities not specifically enumerated in the contract and activities performed by subcontractors and assignees for the CONTRACTOR;

9.3.1.2.3. Assessments of the effectiveness of the CONTRACTOR's detailed project implementation plan, tools, strategies, and materials with respect to the purpose of the EES as specified herein; and

9.3.1.2.4. Presentation materials, telephone/conference calls, web-based meetings, and other forms of communication when requested by the STATE or deemed necessary and proper by the CONTRACTOR, subject to the availability of funds.

9.3.2. Data Management

9.3.2.1. The CONTRACTOR shall be responsible for the following data management activities and elements as they relate to the student voice survey project:

9.3.2.1.1. Collecting, compiling, and analyzing student voice survey data from the online instruments for the student voice survey;

9.3.2.1.2. Working with school-level student voice survey coordinators, complex area superintendents, principals, and other STATE-identified staff to support the STATE's efforts to ensure that all data collection and pre-survey and post-survey procedures are carried out properly; and

9.3.2.1.3. Aligning and managing the scope, cost, quality, and timeliness of all tasks and activities related to the student voice survey project.

9.3.2.1.4. Complying with all relevant student privacy laws and policies including the Family Rights and Privacy Act (FERPA), the Child Online Privacy Protection Act (COPPA), HAR 34, and any other relevant student privacy laws and STATE policies.

9.4. SECURITY REQUIREMENTS

9.4.1. Data Security

The CONTRACTOR agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up-to-date with all appropriate security updates as designated by a relevant authority or vendor (e.g. Microsoft, Adobe, Java, etc.).

9.4.2. Network Security

Agree at all times to maintain network security that, at a minimum, includes: Enterprise network firewall, Access Control List, intrusion detection/prevention, and periodic third-party penetration testing. Likewise, the CONTRACTOR agrees to maintain network security that conforms to one of the following:

9.4.2.1. Current standards as set forth and maintained by the National Institute of Standards and Technology (NIST).

9.4.2.2. Any generally recognized, comparable standard that CONTRACTOR then applies to its own network.

9.4.3. Data Transmission

All transmission or exchange of system data with STATE or any other parties shall take place via secure means, (e.g. HTTPS, FTPS, SFTP, VPN) or equivalent.

9.4.4. Data Storage and Backup

9.4.4.1. All data will be stored, processed, and maintained solely on designated servers and that no STATE data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of CONTRACTOR's designated backup and recovery processes.

9.4.4.2. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the continental United States or Hawaii. Store all STATE backup data stored as part of its backup and recovery processes in encrypted form, using no less than 128-bit key.

9.4.5. Data Breach

9.4.5.1. The CONTRACTOR shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification.

9.4.5.2. In the event of a breach of any of the CONTRACTOR's security obligations or other event requiring notification under applicable law, the CONTRACTOR shall notify STATE and any other necessary agency, office, or organization immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the STATE and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event, unless released in writing by a STATE officer with designated data, security, or signature authority. Additionally, STATE reserves the right to audit and/or inspect CONTRACTORS security, systems, operations, or anything else related to the breach.

9.4.6. Disaster Recovery

The CONTRACTOR shall provide the following recovery services including, but not limited to:

9.4.6.1. At a minimum, nightly full database backups of all instances shall be completed using a hot backup solution. Nightly backups shall be stored in a secure off-site location and kept for a minimum of seven (7) days.

9.4.6.2. Weekly full database backups of the instances shall be completed using a hot backup solution. Weekly backups shall be stored off-site and kept for a minimum of one (1) month.

9.4.6.3. A disaster recovery plan, to include but not limited to, all information regarding contingencies and recovery protocols relating to loss of data or data center due to power or connectivity outage, natural disaster, terrorist threat or attack, act of God, war, criminal enterprise, or any state of war that many exist, and other exigent situation.

9.4.7. End of Agreement Data Handling

Upon termination of this Agreement, the CONTRACTOR shall return all data to STATE in a useable electronic form, and erase, destroy, and render unreadable data in their entirety in a manner that prevents their physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within thirty (30) days of the termination of this Agreement.

Attachment-S2

STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

1. TOTAL COMPENSATION

In full consideration of goods delivered and/or services performed by the CONTRACTOR under the terms and conditions of this contract, the STATE agrees to pay the CONTRACTOR the total and complete sum, not to exceed:

FOUR-HUNDRED SEVENTY-FIVE THOUSAND SIX-HUNDRED SIX AND 65/100 DOLLARS ($475,606.65)

The contract price shall include all services, materials, overhead, profit, all applicable taxes, any reimbursement costs, and any other incidental and operational expenses incurred by CONTRACTOR in the performance of its obligations hereunder. The contract price shall be the all-inclusive cost to the STATE and no other charges will be honored.

The contract price to the STATE, including profit or fee, shall be adjusted to exclude any significant sums by which the STATE finds that the price was increased because the CONTRACTOR, furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between the parties.

2. COMPENSATION RATES

The STATE shall purchase from the CONTRACTOR the specific services listed in the table below. In the event STATE decides to purchase additional services, STATE and CONTRACTOR shall execute further documentation to cover such additional services.

Total Compensation shall be based on the following:

Enrollment Count		(A1)	(A2)	(A3) (A1 x A2 = A3)
		SY 2022-2023 (Projected)	Cost Per Student	Total Cost
	3	12,608	$3.45	$43,497.60
	4	12,779	$3.45	$44,087.55
	5	12,603	$3.45	$43,480.35
	6	11,906	$3.45	$41,075.70
	7	12,197	$3.45	$42,079.65
	8	9,105	$3.45	$31,412.25
	9	13,505	$3.45	$46,592.25
	10	12,482	$3.45	$43,062.90
	11	11,603	$3.45	$40,030.35
	12	10,820	$3.45	$37,329.00

Enrollment Count		(A1)	(A2)	(A3) (A1 x A2 = A3)
		SY 2022-2023 (Projected)	Cost Per Student	Total Cost
Subtotal Regular Education		119,608		$412,647.60
Special Education (by Grade Bands)	*K-6*	*9,186*	$3.45	$31,691.70
	7-8	*2,869*	$3.45	$9,898.05
	9-12	*6,194*	$3.45	$21,369.30
Subtotal Special Education		*18,249*		$62,959.05
Grand Total Regular and Special Education		**137,857**		**$475,606.65**

3. PAYMENT SCHEDULE

3.1. Payment shall be made upon i) satisfactory completion of services as described on Attachment-S1, Scope of Services ii) and receipt of an original invoice based upon the actual number of students, in accordance with the rates described in section 2, Compensation Rates above, and as follows.

Payment No.	Tasks for SY 2022-2023 Survey Administration	Deadlines and Estimated Payment Dates	Estimated Payment Amount (Not to Exceed)
1	Upon completion of the CONTRACTOR's detailed project implementation plan for the fall 2022 administration of the student survey.	Within ten (10) business days following submission of finalized project implementation plan, with estimated payment to the CONTRACTOR on or about July 30, 2022	10 percent
2	Upon placement of full order details for online survey login cards, and upon submission of monthly reports.	By October 10, 2022, with estimated payment to the CONTRACTOR on or about November 10, 2022.	15 percent
3	Upon completion of the fall 2022 administration of the Panorama Student Survey, and upon submission of monthly reports	By December 9, 2022, with estimated payment to the CONTRACTOR on or about January 9, 2023.	25 percent
4	Upon distribution of reports and finalization of the raw data and favorability, Normal Curve Equivalent (NCE), and school climate score files from fall 2022 administration of the Panorama Student Survey; and upon submission of monthly reports.	By February 15, 2023, with estimated payment to the CONTRACTOR on or about March 15, 2023.	25 percent

5	Upon completion of the Panorama Help Desk support for the Panorama reports, and upon submission of monthly reports.	By March 15, 2023, with estimated payment to the CONTRACTOR on or about April 15, 2023.	15 percent
6	Upon the submission of the March, April and May 2023 monthly report and final project summary for SY 22-23	By May 30, 2023, with final payment to the CONTRACTOR on or about June 30, 2023.	10 percent

3.2. Section 103-10, HRS, provides that the STATE shall have thirty (30) calendar days after receipt of invoice or satisfactory performance of services, to make payment. The STATE will not recognize any requirement established by the CONTRACTOR and communicated to the STATE which requires payment within a shorter period or interest payment not in conformance with statute.

3.3. Progress payment shall not be construed as an absolute acceptance of the work done up to the time of the payments, but the entire work is subject to acceptance at the time CONTRACTOR advises STATE that the work is complete.

4. INVOICING

4.1. CONTRACTOR shall send an original invoice and one (1) copy to:

Department of Education
OS-OSIP-AAB- Accountability Section Office
237 18th Avenue, Room C202
Honolulu, HI 96816

4.2. Invoices shall reference the contract number and must have the following information identified: invoice number, date of invoice, CONTRACTOR's name and remittance address, service period covered, and total amount due.

4.3. If a copy is submitted as the original, such invoice must bear an original signature certifying that the invoice is being submitted as the original.

5. AVAILABILITY OF FUNDS

This contract is subject to the availability of funds. Pursuant to Section 103D-309, HRS, except in certain instances, no contract entered into between the STATE and the CONTRACTOR shall be binding or of any force unless the Chief Financial Officer (CFO) certifies that there is an available unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the contract.

If the contract calls for performance or payment in more than one fiscal year (July 1 to June 30), the CFO may certify only that portion of the total funds allocated to satisfy the STATE's obligations for payments in the current fiscal year. In that event, the STATE will not be liable for the unpaid balance beyond the end of the current fiscal year, and availability of funds in excess of the amount certified shall be contingent upon future appropriations or special fund revenues. All partially-funded contracts shall be enforceable only to the extent that funds are certified as available. The STATE agrees to notify the CONTRACTOR of such non-allocation at the earliest possible time. The STATE shall not be penalized in the event this provision is exercised. This provision is not meant to permit the STATE to terminate the contract in order to acquire similar equipment or services from a third party. No refunds shall be made for any prepaid fees.

6. MULTI-TERM CONTRACT

Funds are available for only the initial fiscal period of the contract. Contractual obligation of both parties in each fiscal period succeeding the first is subject to the appropriation and availability of funds. Unit price shall be given

for each good or service and that unit prices shall be the same throughout the contract except to the extent price adjustment is allowed. A multi-term contract will be cancelled if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the initial fiscal period of the contract and contractor will be reimbursed the unamortized reasonably incurred, nonrecurring costs; however, this does not affect either party's rights under any termination clause of the contract. The State will notify the contractor on a timely basis that the funds are, or are not, available for the continuation of the contract for each succeeding fiscal period. No refunds shall be made for any prepaid fees.

7. ADDITIONAL WORK

Additional work not identified under this contract, if any, must be authorized by the STATE and approved via issuance of a contract amendment prior to performance of work and pursuant to the applicable terms and conditions stated in the General Conditions attached hereto.

7.1. Any reasonable modification of the scope of work which does not materially add to the cost of the work shall be performed without extra payment on account of those changes.

7.2. If the scope of work is reduced, the method and schedule of payments, together with the total contract price, will be amended as mutually agreed between the parties.

8. FINAL PAYMENT

8.1. The **final payment** on the contract shall be for services rendered during the billing period just prior to the contract expiration date. In addition to the requirements in the General Conditions, the following shall accompany the final payment invoice:

8.1.1. A tax clearance certificate, not over two months old and with an original green "certified copy" stamp, must accompany the invoice for final payment. In addition to the tax clearance certificate, the "Certification of Compliance for Final Payment" (DOE Form-22) with an original signature will be required for final payment.

8.1.2. In lieu of the above, CONTRACTOR may also submit an original CERTIFICATE OF VENDOR COMPLIANCE as issued by the State Procurement Office via an online system, also referred to as "Hawaii Compliance Express". Details regarding this online application process can be viewed at: http://vendors.ehawaii.gov/hce/.

STATE OF HAWAII

TIME OF PERFORMANCE

1. CONTRACT TERM

Contract shall commence upon full execution of the contract by the Superintendent of the Department of Education, and shall end on June 30, 2023.

2. CONTRACT RENEWAL

This contract may be extended for not more than four (4) additional twelve-month periods, i) upon mutual written agreement of the parties, ii) prior to expiration and iii) under the same terms and conditions of the original contract or as negotiated between the STATE and the CONTRACTOR. Contract extension(s) shall be contingent upon i) the need for continued services and ii) funding availability beyond the current fiscal year. As each option(s) to extend is mutually agreed upon, the CONTRACTOR shall be required to execute a supplement to the contract for each additional period.

3. PERFORMANCE PERIOD

The CONTRACTOR shall complete the work within the time limits specified herein. The time specified herein is the maximum time allowed.

4. CONTRACT EXECUTION

CONTRACTOR shall be required to enter into a formal written contract, and no work is to be undertaken by the CONTRACTOR prior to the commencement date of the contract. The STATE is not liable for any work, contract costs, expenses, loss of profits, or any damages whatsoever incurred by the CONTRACTOR prior to official starting date.

STATE OF HAWAII

SPECIAL CONDITIONS

1. SPECIAL CONDITIONS ARE SUPPLEMENTAL

These Special Conditions shall serve to supplement and not replace the General Conditions; both documents remain part of this contract with full force and effect. In the case of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control to the extent necessary to resolve the conflict.

2. CONFIDENTIALITY OBLIGATIONS

The following serves to supplement provision 24 of the General Condition, entitled "Confidentiality of Material" and provision 42, entitled "Confidentiality of Personal Information":

2.1. Obligations Confidential Information: Infrastructure. The CONTRACTOR must agree to keep confidential and not disclose any information relating to the STATE's information processing infrastructure. This includes but is not limited to, all data, computer hardware, computer software, network designs, network diagrams, firewalls and other security infrastructure, and Internet protocol (IP) addresses.

2.2. General Confidentiality Obligations. While performing under this contract, the CONTRACTOR may receive, be exposed to or acquire confidential information. Such information may include names, addresses, telephone numbers, birthdates, social security numbers, medical information, and other educational, student, or personal employment information. The information may be in written or oral form, fixed in hard copy or contained in a computer database or computer readable form. Hereinafter, such language shall be collectively referred to as "Confidential Information."

The CONTRACTOR, including its employees, agents, representatives, and assigns shall abide by the following with regards to Confidential Information: (i) They shall not disclose to any unauthorized party any Confidential Information, except as specifically permitted by the STATE and subject to the STATE's limitations on confidentiality of information and relevant legal requirements of the S to include, but be not limited to the Family Educational Rights and Privacy Act ("FERPA"). Permission will be granted through a formal written agreement concerning the disclosure of personally identifiable information (PII) from student education records, signed by the STATE and the CONTRACTOR, and must be provided as an attachment to this contract; (ii) They shall only permit access to Confidential Information to employees, agents, representatives, and assigns having a specific need to know in connection with performance under this contract; and (iii) They shall advise each of their employees, agents, representatives, and assigns of their obligations to keep such Confidential Information confidential in compliance with all relevant state and federal laws.

CONTRACTOR, its employees, agents, representatives, or assigns shall ensure the security of the Confidential Information. The CONTRACTOR shall provide the STATE with a list of individuals (by name and position) who are authorized to handle the Confidential Information (hereinafter referred to as "Authorized Handlers"). Authorized Handlers shall ensure the security of the Confidential Information. Only Authorized Handlers shall have access to the Confidential Information, which will be kept on password protected computers with the hard copy documents kept in a locked file cabinet. CONTRACTOR shall ensure that procedures exist to prohibit access to the Confidential Information by anyone other than an Authorized Handler.

CONTRACTOR will be responsible for safeguarding the confidentiality of all Confidential Information it receives from the STATE and shall safeguard and protect such documents from unauthorized use, handling, or viewing. CONTRACTOR shall be liable to the STATE and to any person whose records the CONTRACTOR receives custody of under this contract for records protection for any unpermitted release, viewing, or loss of such records. CONTRACTOR shall assume liability responsibility for records protection and for the inappropriate or unlawful release of Confidential Information. CONTRACTOR shall return all documents containing Confidential Information upon completion of the services CONTRACTOR is contracted to provide under this contract.

2.2.1. Prior Written Approval: CONTRACTOR may not i) share Confidential Information or any other data received under this contract, ii) publish, or iii) distribute such information without the prior written approval of the STATE.

2.2.2. In the event of termination of this contract, CONTRACTOR shall return to STATE all student information received under this contract and further agrees to destroy any and all copies of, or references to, any student information shared by STATE as a result of this contract.

3. OWNERSHIP OF DOCUMENTS

General Condition paragraph 26 entitled "Ownership Rights and Copyright" is deleted entirely and replaced with the following:

All documents and reports and student data/records developed or generated under this contract shall be the sole property of the STATE. CONTRACTOR retains ownership of any proprietary or copyrighted materials, data, software, technologies, test items, test forms that are previously developed, owned and/or copyrighted by the CONTRACTOR and used or adapted for use under this contract.

4. RECORDS RETENTION

The following serves to supplement provision 31 of the General Condition, entitled "Records Retention":

Should the CONTRACTOR be aware of or be made aware of any dispute, disagreement, or request relating to the files, books, or records prior to their destruction, the CONTRACTOR shall retain the files, books, and records until said dispute, disagreement, or request has been fully resolved, including any potential lawsuits or appeals. Said files, books, and records may thereafter be destroyed upon obtaining the agreement of the STATE.

5. APPROVALS

Any agreement arising out of this RFP may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

GENERAL CONDITIONS

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1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.

2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.

   a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.

   b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.

   c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.

   d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.

   e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.

   f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.

h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.

i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.

b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.

a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:

(1) The Assignee assumes all of the CONTRACTOR'S obligations;

(2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and

(3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.

b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the

Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.

d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.

7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.

8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.

9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.

10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.

11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.

12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.

a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified

period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

(1) Cancel the stop performance order; or

(2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.

b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:

(1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and

(2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.

c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.

d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

13. Termination for Default.

a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and

necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.

d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.

e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.

f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14. Termination for Convenience.

a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.

b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the STATE'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:

(1) Any completed goods or work product; and

(2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

d. Compensation.

(1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.

(2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.

(3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:

(A) Contract prices for goods or services accepted under the Contract;

(B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);

(D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the

total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

(4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

(1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:

(A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;

(B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or

(C) Within such further time as may be allowed by the Agency procurement officer in writing.

(2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;

(3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and

(4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.

b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.

c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:

a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.

b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.

c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

17. Payment Procedures; Final Payment; Tax Clearance.

a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.

b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.

c. Prompt payment.

(1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and

(2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.

d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.

19. Modifications of Contract.

a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.

b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.

c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:

(A) Changes in the work within the scope of the Contract; and

(B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.

d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.

e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.

f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.

g. Head of the purchasing agency approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least $25,000.00 and ten per cent (10%) or more of the initial contract price, must receive the prior approval of the head of the purchasing agency.

h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.

i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.

20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:

(1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;

(2) Method of delivery; or

(3) Place of delivery.

a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By

proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.

c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.

d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:

(1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(2) By unit prices specified in the Contract or subsequently agreed upon;

(3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;

(4) In such other manner as the parties may mutually agree; or

(5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.

b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:

(1) Description of performance (Attachment 1);

(2) Time of performance (i.e., hours of the day, days of the week, etc.);

(3) Place of performance of services;

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;

(5) Method of shipment or packing of supplies; or

(6) Place of delivery.

b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.

c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.

d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.

e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.

24. Confidentiality of Material.

a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.

25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.

26. ~~Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.~~ AF

27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:

a. The cost or pricing data, and

b. A state contract, including subcontracts, other than a firm fixed-price contract.

29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over $100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.

If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.

30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.

31. Records Retention.

(1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.

(2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.

33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.

35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.

36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.

37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.

38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.

39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.

40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.

41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-355, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.

42. Confidentiality of Personal Information.

a. Definitions.

"Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:

(1) Social security number;

(2) Driver's license number or Hawaii identification card number; or

(3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

(1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.

(2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.

(3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.

(4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.

(5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.

(6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

(1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.

(2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:

(A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;

(B) Access to the personal information will be allowed only as necessary to perform the Contract; and

(C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

d. Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:

(1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or

(2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

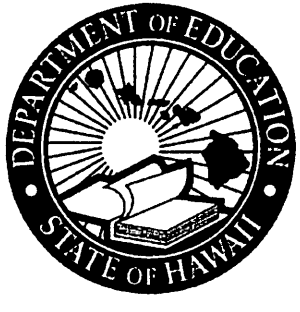
e. Records Retention.

(1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.

(2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

EXHIBIT A

Hawaii Adapted Framework for Teaching
Classroom Observation Rubric



Hawaii Adapted Framework for Teaching Rubrics with Indicators Classroom Observation

Adapted from the Charlotte Danielson Framework for Teaching Evaluation Instrument 2013 Edition

Rev. Jul 2013

Domain 2: The Classroom Environment

Component 2b:	Establishing a Culture for Learning
	A "culture for learning" refers to the atmosphere in the classroom that reflects the educational importance of the work undertaken by both students and teacher. It describes the norms that govern the interactions among individuals about the activities and assignments, the value of hard work and perseverance, and the general tone of the class. The classroom is characterized by high cognitive energy, by a sense that what is happening there is important, and by a shared belief that it is essential, and rewarding, to get it right. There are high expectations for all students; the classroom is a place where the teacher and students value learning and hard work. Teachers who are successful in creating a culture for learning know that students are, by their nature, intellectually curious, and that one of the many challenges of teaching is to direct the students' natural energy toward the content of the curriculum. They also know that students derive great satisfaction, and a sense of genuine power, from mastering challenging content in the same way they experience pride in mastering, for example, a difficult physical skill. Part of a culture of hard work involves precision in thought and language; teachers whose classrooms display such a culture insist that students use language to express their thoughts clearly. An emphasis on precision reflects the importance placed, by both teacher and students, on the quality of thinking; this emphasis conveys that the classroom is a business-like place where important work is being undertaken. The classroom atmosphere may be vibrant, even joyful, but it is not frivolous. The elements of component 2b are: • Importance of the content and of learning *In a classroom with a strong culture for learning, teachers convey the educational value of what the students are learning.* • Expectations for learning and achievement *In classrooms with robust cultures for learning, all students receive the message that although the work is challenging, they are capable of achieving it if they are prepared to work hard. A manifestation of teachers' expectations for high student achievement is their insistence on the use of precise language by students.* • Student pride in work *When students are convinced of their capabilities, they are willing to devote energy to the task at hand, and they take pride in their accomplishments. This pride is reflected in their interactions with classmates and with the teacher.* Indicators include: • Belief in the value of what is being learned • High expectations, supported through both verbal and nonverbal behaviors, for both learning and participation • Expectation of high-quality work on the part of students • Expectation and recognition of effort and persistence on the part of students • High expectations for expression and work products

Component	Unsatisfactory	Basic	Proficient	Distinguished
2b: Establishing a Culture for Learning	The classroom culture is characterized by a lack of teacher or student commitment to learning, and/or little or no investment of student energy in the task at hand. Hard work and the precise use of language are not expected or valued. Medium to low expectations for student achievement are the norm, with high expectations for learning reserved for only one or two students.	The classroom culture is characterized by little commitment to learning by the teacher or students. The teacher appears to be only "going through the motions," and students indicate that they are interested in the completion of a task rather than the quality of the work. The teacher conveys that student success is the result of natural ability rather than hard work, and refers only in passing to the precise use of language. High expectations for learning are reserved for those students thought to have a natural aptitude for the subject.	The classroom culture is a place where learning is valued by all; high expectations for both learning and hard work are the norm for most students. Students understand their role as learners and consistently expend effort to learn. Classroom interactions support learning, hard work, and the precise use of language.	The classroom culture is a cognitively busy place, characterized by a shared belief in the importance of learning. The teacher conveys high expectations for learning for all students and insists on hard work; students assume responsibility for high quality by initiating improvements, making revisions, adding detail, and/or assisting peers in their precise use of language.
Critical Attributes	The teacher conveys that there is little or no purpose for the work, or that the reasons for doing it are due to external factors. The teacher conveys to at least some students that the work is too challenging for them. Students exhibit little or no pride in their work. Students use language incorrectly; the teacher does not correct them.	The teacher's energy for the work is neutral, neither indicating a high level of commitment nor ascribing the need to do the work to external forces. The teacher conveys high expectations for only some students. Students exhibit a limited commitment to complete the work on their own; many students indicate that they are looking for an "easy path." The teacher's primary concern appears to be to complete the task at hand. The teacher urges, but does not insist, that students use precise language.	The teacher communicates the importance of the content and the conviction that with hard work all students can master the material. The teacher demonstrates a high regard for students' abilities. The teacher conveys an expectation of high levels of student effort. Students expend good effort to complete work of high quality. The teacher insists on precise use of language by students.	The teacher communicates passion for the subject. The teacher conveys the satisfaction that accompanies a deep understanding of complex content. Students indicate through their questions and comments a desire to understand the content. Students assist their classmates in understanding the content. Students take initiative in improving the quality of their work. Students correct one another in their use of language.
Possible Examples	*The teacher tells students that they're doing a lesson because it's in the book or is district-mandated.* *The teacher says to a student, "Why don't you try this easier problem?"* *Students turn in sloppy or incomplete work.* *Many students don't engage in an assigned task, and yet the teacher ignores their behavior.* *Students have not completed their homework; the teacher does not respond.* *And others…*	*The teacher says, "Let's get through this."* *The teacher says, "I think most of you will be able to do this."* *Students consult with one another to determine how to fill in a worksheet, without challenging one another's thinking.* *The teacher does not encourage students who are struggling.* *Only some students get right to work after an assignment is given or after entering the room.* *And others…*	*The teacher says, "This is important; you'll need to speak grammatical English when you apply for a job."* *The teacher says, "This idea is really important! It's central to our understanding of history."* *The teacher says, "Let's work on this together; it's hard, but you all will be able to do it well."* *The teacher hands a paper back to a student, saying, "I know you can do a better job on this." The student accepts it without complaint.* *Students get to work right away when an assignment is given or after entering the room.* *And others…*	*The teacher says, "It's really fun to find the patterns for factoring polynomials."* *A student says, "I don't really understand why it's better to solve this problem that way."* *A student asks a classmate to explain a concept or procedure since he didn't quite follow the teacher's explanation.* *Students question one another on answers.* *A student asks the teacher for permission to redo a piece of work since she now sees how it could be strengthened.* *And others…*
Elements	**Unsatisfactory**	**Basic**	**Proficient**	**Distinguished**
Importance of Content	Teacher or students convey a negative attitude toward the content, suggesting that it is not important or has been mandated by others.	Teacher communicates importance of the work but with little conviction and only minimal apparent buy-in by the students.	Teacher conveys genuine enthusiasm for the content, and students demonstrate consistent commitment to its value	Students demonstrate through their active participation, curiosity and taking initiative that they value the importance of the content.
Expectations for Learning and Achievement	Instructional outcomes, activities and assignments, and classroom interactions convey low expectations for at least some students.	Instructional outcomes, activities, and assignments, and classroom interactions convey only modest expectations for student learning and achievement.	Instructional outcomes, activities and assignments, and classroom interactions convey high expectations for most students.	Instructional outcomes, activities and assignments, and classroom interactions convey high expectations for all students. Students appear to have internalized these expectations.
Student Pride in Work	Students demonstrate little or no pride in their work. They seem to be motivated by the desire to complete a task rather than to do high-quality work.	Students minimally accept the responsibility to do good work but invest little of their energy into its quality.	Students accept the teacher's insistence on work of high quality and demonstrate pride in that work.	Students demonstrate attention to detail and take obvious pride in their work, initiating improvements in it by, for example, revising drafts on their own or helping peers.

Component 2d:	Managing Student Behavior
	In order for students to be able to engage deeply with content, the classroom environment must be orderly; the atmosphere must feel business-like and productive, without being authoritarian. In a productive classroom, standards of conduct are clear to students; they know what they are permitted to do and what they can expect of their classmates. Even when their behavior is being corrected, students feel respected; their dignity is not undermined. Skilled teachers regard positive student behavior not as an end in itself, but as a prerequisite to high levels of engagement in content. The elements of component 2d are: • Expectations *It is clear, either from what the teacher says or by inference from student actions, that expectations for student conduct have been established and that they are being implemented.* • Monitoring of student behavior *Experienced teachers seem to have eyes in the backs of their heads; they are attuned to what's happening in the classroom and can move subtly to help students, when necessary, re-engage with the content being addressed in the lesson. At a high level, such monitoring is preventive and subtle, which may make it challenging to observe.* • Response to student misbehavior *Even experienced teachers find that their students occasionally violate one or another of the agreed-upon standards of conduct; how the teacher responds to such infractions is an important mark of the teacher's skill. Accomplished teachers try to understand why students are conducting themselves in such a manner (are they unsure of the content? are they trying to impress their friends?) and respond in a way that respects the dignity of the student. The best responses are those that address misbehavior early in an episode, although doing so is not always possible.* Indicators include: • Clear standards of conduct, possibly posted, and possibly referred to during a lesson • Absence of acrimony between teacher and students concerning behavior • Teacher awareness of student conduct • Preventive action when needed by the teacher • Absence of misbehavior • Reinforcement of positive behavior

Component	Unsatisfactory	Basic	Proficient	Distinguished
2d: Managing Student Behavior	There appear to be no established standards of conduct, or students challenge them. There is little or no teacher monitoring of student behavior, and response to students' misbehavior is repressive or disrespectful of student dignity.	Standards of conduct appear to have been established, but their implementation is inconsistent. The teacher tries, with uneven results, to monitor student behavior and respond to student misbehavior.	Student behavior is generally appropriate. The teacher monitors student behavior against established standards of conduct. Teacher response to student misbehavior is consistent, proportionate, and respectful to students and is effective.	Student behavior is entirely appropriate. Students take an active role in monitoring their own behavior and/or that of other students against standards of conduct. Teacher monitoring of student behavior is subtle and preventive. The teacher's response to student misbehavior is sensitive to individual student needs and respects students' dignity.
Critical Attributes	The classroom environment is chaotic, with no standards of conduct evident. The teacher does not monitor student behavior. Some students disrupt the classroom, without apparent teacher awareness or with an ineffective response.	The teacher attempts to maintain order in the classroom, referring to classroom rules, but with uneven success. The teacher attempts to keep track of student behavior, but with no apparent system. The teacher's response to student misbehavior is inconsistent: sometimes harsh, other times lenient.	Standards of conduct appear to have been established and implemented successfully. Overall, student behavior is generally appropriate. The teacher frequently monitors student behavior. The teacher's response to student misbehavior is effective.	Student behavior is entirely appropriate; any student misbehavior is very minor and swiftly handled. The teacher silently and subtly monitors student behavior. Students respectfully intervene with classmates at appropriate moments to ensure compliance with standards of conduct.
Possible Examples	*Students are talking among themselves, with no attempt by the teacher to silence them.* *An object flies through the air, apparently without the teacher's notice.* *Students are running around the room, resulting in chaos.* *Students use their phones and other electronic devices; the teacher doesn't attempt to stop them.* *And others…*	*Classroom rules are posted, but neither the teacher nor the students refer to them.* *The teacher repeatedly asks students to take their seats; some ignore her.* *To one student: "Where's your late pass? Go to the office." To another: "You don't have a late pass? Come in and take your seat; you've missed enough already."* *And others…*	*Upon a nonverbal signal from the teacher, students correct their behavior.* *The teacher moves to every section of the classroom, keeping a close eye on student behavior.* *The teacher gives a student a "hard look," and the student stops talking to his neighbor.* *And others…*	*A student suggests a revision to one of the classroom rules.* *The teacher notices that some students are talking among themselves and without a word moves nearer to them; the talking stops.* *The teacher speaks privately to a student about misbehavior.* *A student reminds her classmates of the class rule about chewing gum.* *And others…*
Elements	**Unsatisfactory**	**Basic**	**Proficient**	**Distinguished**
Expectations	No standards of conduct appear to have been established, or students are confused as to what the standards are.	Standards of conduct appear to have been established, and most students seem to understand them.	Standards of conduct are clear to all students.	Standards of conduct are clear to all students and appear to have been developed with student participation.
Monitoring of Student Behavior	Student behavior is not monitored, and teacher is unaware of what the students are doing.	Teacher is generally aware of student behavior but may miss the activities of some students.	Teacher is alert to student behavior at all times.	Monitoring by teacher is subtle and preventive. Students monitor their own and peers' behavior, correcting one another respectfully.
Response to Student Misbehavior	Teacher does not respond to misbehavior, or the response is inconsistent, is overly repressive, or does not respect the student's dignity.	Teacher attempts to respond to student misbehavior but with uneven results, or there are no major infractions of the rules.	Teacher response to misbehavior is appropriate and successful and respects the student's dignity, or student behavior is generally appropriate.	Teacher response to misbehavior is highly effective and sensitive to students' individual needs or student behavior is entirely appropriate.

Domain 3: Instruction

Component 3b:	Using Questioning and Discussion Techniques
	Questioning and discussion are the only instructional strategies specifically referred to in the Framework for Teaching, a decision that reflects their central importance to teachers' practice. In the Framework, it is important that questioning and discussion be used as techniques to deepen student understanding rather than serve as recitation, or a verbal "quiz." Good teachers use divergent as well as convergent questions, framed in such a way that they invite students to formulate hypotheses, make connections, or challenge previously held views. Students' responses to questions are valued; effective teachers are especially adept at responding to and building on student responses and making use of their ideas. High-quality questions encourage students to make connections among concepts or events previously believed to be unrelated and to arrive at new understandings of complex material. Proficient teachers also pose questions for which they do not know the answers. Even when a question has a limited number of correct responses, the question, being nonformulaic, is likely to promote student thinking. Class discussions are animated, engaging all students in important issues and promoting the use of precise language to deepen and extend their understanding. These discussions may be based around questions formulated by the students themselves. Furthermore, when a teacher is building on student responses to questions (whether posed by the teacher or by other students), students are challenged to explain their thinking and to cite specific text or other evidence (for example, from a scientific experiment) to back up a position. This focus on argumentation forms the foundation of logical reasoning, a critical skill in all disciplines. Not all questions must be at a high cognitive level in order for a teacher's performance to be rated at a high level; that is, when exploring a topic, a teacher might begin with a series of questions of low cognitive challenge to provide a review, or to ensure that everyone in the class is "on board." Furthermore, if questions are at a high level but only a few students participate in the discussion, the teacher's performance on the component cannot be judged to be at a high level. In addition, during lessons involving students in small-group work, the quality of the students' questions and discussion in their small groups may be considered as part of this component. In order for students to formulate high-level questions, they must have learned how to do so. Therefore, high-level questions from students, either in the full class or in small-group discussions, provide evidence that these skills have been taught. The elements of component 3b are: • Quality of questions/prompts *Questions of high quality cause students to think and reflect, to deepen their understanding, and to test their ideas against those of their classmates. When teachers ask questions of high quality, they ask only a few of them and provide students with sufficient time to think about their responses, to reflect on the comments of their classmates, and to deepen their understanding. Occasionally, for the purposes of review, teachers ask students a series of (usually low-level) questions in a type of verbal quiz. This technique may be helpful for the purpose of establishing the facts of a historical event, for example, but should not be confused with the use of questioning to deepen students' understanding.* • Discussion techniques *Proficient teachers promote learning through discussion. A foundational skill that students learn through engaging in discussion is that of explaining and justifying their reasoning and conclusions, based on specific evidence. Teachers skilled in the use of questioning and discussion techniques challenge students to examine their premises, to build a logical argument, and to critique the arguments of others. Some teachers report, "We discussed x," when what they mean is "I said x." That is, some teachers confuse discussion with explanation of content; as important as that is, it's not discussion. Rather, in a true discussion a teacher poses a question and invites all students' views to be heard, enabling students to engage in discussion directly with one another, not always mediated by the teacher. Furthermore, in conducting discussions, skilled teachers build further questions on student responses and insist that students examine their premises, build a logical argument, and critique the arguments of others.* • Student participation *In some classes a few students tend to dominate the discussion; other students, recognizing this pattern, hold back their contributions. The skilled teacher uses a range of techniques to encourage all students to contribute to the discussion and enlists the assistance of students to ensure this outcome.* Indicators include: • Questions of high cognitive challenge, formulated by both students and teacher • Questions with multiple correct answers or multiple approaches, even when there is a single correct response • Effective use of student responses and ideas • Discussion, with the teacher stepping out of the central, mediating role • Focus on the reasoning exhibited by students in discussion, both in give-and-take with the teacher and with their classmates • High levels of student participation in discussion

Component	Unsatisfactory	Basic	Proficient	Distinguished
3b: Using Questioning and Discussion Techniques	The teacher's questions are of low cognitive challenge, with single correct responses, and are asked in rapid succession. Interaction between the teacher and students is predominantly recitation style, with the teacher mediating all questions and answers; the teacher accepts all contributions without asking students to explain their reasoning. Only a few students participate in the discussion.	The teacher's questions lead students through a single path of inquiry, with answers seemingly determined in advance. Alternatively, the teacher attempts to ask some questions designed to engage students in thinking, but only a few students are involved. The teacher attempts to engage all students in the discussion, to encourage them to respond to one another, and to explain their thinking, with uneven results.	While the teacher may use some low-level questions, he poses questions designed to promote student thinking and understanding. The teacher creates a genuine discussion among students, providing adequate time for students to respond and stepping aside when doing so is appropriate. The teacher challenges students to justify their thinking and successfully engages most students in the discussion, employing a range of strategies to ensure that most students are heard.	The teacher uses a variety or series of questions or prompts to challenge students cognitively, advance high-level thinking and discourse, and promote metacognition. Students formulate many questions, initiate topics, challenge one another's thinking, and make unsolicited contributions. Students themselves ensure that all voices are heard in the discussion.
Critical Attributes	Questions are rapid-fire and convergent, with a single correct answer. Questions do not invite student thinking. All discussion is between the teacher and students; students are not invited to speak directly to one another. The teacher does not ask students to explain their thinking. Only a few students dominate the discussion.	The teacher frames some questions designed to promote student thinking, but many have a single correct answer, and the teacher calls on students quickly. The teacher invites students to respond directly to one another's ideas, but few students respond. The teacher calls on many students, but only a small number actually participate in the discussion. The teacher asks students to explain their reasoning, but only some students attempt to do so.	The teacher uses open-ended questions, inviting students to think and/or offer multiple possible answers. The teacher makes effective use of wait time. Discussions enable students to talk to one another without ongoing mediation by teacher. The teacher calls on most students, even those who don't initially volunteer. Many students actively engage in the discussion. The teacher asks students to justify their reasoning, and most attempt to do so.	Students initiate higher-order questions. The teacher builds on and uses student responses to questions in order to deepen student understanding. Students extend the discussion, enriching it. Students invite comments from their classmates during a discussion and challenge one another's thinking. Virtually all students are engaged in the discussion.
Possible Examples	*All questions are of the "recitation" type, such as "What is 3 x 4?"* *The teacher asks a question for which the answer is on the board; students respond by reading it.* *The teacher calls only on students who have their hands up.* *A student responds to a question with wrong information, and the teacher doesn't follow up.* *And others…*	*Many questions are of the "recitation" type, such as "How many members of the House of Representatives are there?"* *The teacher asks, "Who has an idea about this?" The usual three students offer comments.* *The teacher asks, "Maria, can you comment on Ian's idea?" but Maria does not respond or makes a comment directly to the teacher.* *The teacher asks a student to explain his reasoning for why 13 is a prime number but does not follow up when the student falters.* *And others…*	*The teacher asks, "What might have happened if the colonists had not prevailed in the American war for independence?"* *The teacher uses the plural form in asking questions, such as "What are some things you think might contribute to _____?"* *The teacher asks, "Maria, can you comment on Ian's idea?" and Maria responds directly to Ian.* *The teacher poses a question, asking every student to write a brief response and then share it with a partner, before inviting a few to offer their ideas to the entire class.* *The teacher asks students when they have formulated an answer to the question "Why do you think Huck Finn did _____?" to find the reason in the text and to explain their thinking to a neighbor.* *And others…*	*A student asks, "How many ways are there to get this answer?"* *A student says to a classmate, "I don't think I agree with you on this, because…"* *A student asks of other students, "Does anyone have another idea how we might figure this out?"* *A student asks, "What if…?"* *And others…*

Elements	Unsatisfactory	Basic	Proficient	Distinguished
Quality of Questions	Teacher's questions are virtually all of poor quality, with low cognitive challenge and single correct responses, and they are asked in rapid succession.	Teacher's questions are a combination of low and high quality, posed in rapid succession. Only some invite a thoughtful response.	Most of the teacher's questions are of high quality. Adequate time is provided for students to respond.	Teacher's questions are of uniformly high quality, with adequate time for students to respond. Students formulate many questions.
Discussion Techniques	Interaction between teacher and students is predominantly recitation style, with the teacher mediating all questions with answers.	Teacher makes some attempt to engage students in genuine discussion rather than recitation, with uneven results.	Teacher creates a genuine discussion among students, stepping aside when appropriate.	Students assume considerable responsibility for the success of the discussion, initiating topics and making unsolicited contributions.
Student Participation	A few students dominate the discussion.	Teacher attempts to engage all students in the discussion, but with only limited success.	Teacher successfully engages all students in the discussion.	Students themselves ensure that all voices are heard in the discussion.

Component 3c:	Engaging Students in Learning
	Student engagement in learning is the centerpiece of the Framework for Teaching; all other components contribute to it. When students are engaged in learning, they are not merely "busy," nor are they only "on task." Rather, they are intellectually active in learning important and challenging content. The critical distinction between a classroom in which students are compliant and busy and one in which they are engaged is that in the latter, students are developing their understanding through what they do. That is, they are engaged in discussion, debate, answering "what if?" questions, discovering patterns, and the like. They may be selecting their work from a range of (teacher-arranged) choices, and making important contributions to the intellectual life of the class. Such activities don't typically consume an entire lesson, but they are essential components of engagement. A lesson in which students are engaged usually has a discernible structure: a beginning, a middle, and an end, with scaffolding provided by the teacher or by the activities themselves. Student tasks are organized to provide cognitive challenge, and then students are encouraged to reflect on what they have done and what they have learned. That is, the lesson has closure, in which teachers encourage students to derive the important learning from the learning tasks, from the discussion, or from what they have read. Critical questions for an observer in determining the degree of student engagement are "What are the students being asked to do? Does the learning task involve thinking? Are students challenged to discern patterns or make predictions?" If the answer to these questions is that students are, for example, filling in blanks on a worksheet or performing a rote procedure, they are unlikely to be cognitively engaged. In observing a lesson, it is essential not only to watch the teacher but also to pay close attention to the students and what they are doing. The best evidence for student engagement is what students are saying and doing as a consequence of what the teacher does, or has done, or has planned. And while students may be physically active (e.g., using manipulative materials in mathematics or making a map in social studies), it is not essential that they be involved in a hands-on manner; it is, however, essential that they be challenged to be "minds-on." The elements of component 3c are: • Activities and assignments *The activities and assignments are the centerpiece of student engagement, since they determine what it is that students are asked to do. Activities and assignments that promote learning require student thinking that emphasizes depth over breadth and encourage students to explain their thinking.* • Grouping of students *How students are grouped for instruction (whole class, small groups, pairs, individuals) is one of the many decisions teachers make every day. There are many options; students of similar background and skill may be clustered together, or the more-advanced students may be spread around into the different groups. Alternatively, a teacher might permit students to select their own groups, or they could be formed randomly.* • Instructional materials and resources *The instructional materials a teacher selects to use in the classroom can have an enormous impact on students' experience. Though some teachers are obliged to use a school's or district's officially sanctioned materials, many teachers use these selectively or supplement them with others of their choosing that are better suited to engaging students in deep learning—for example, the use of primary source materials in social studies.* • Structure and pacing *No one, whether an adult or a student, likes to be either bored or rushed in completing a task. Keeping things moving, within a well-defined structure, is one of the marks of an experienced teacher. And since much of student learning results from their reflection on what they have done, a well-designed lesson includes time for reflection and closure.* Indicators include: • Student enthusiasm, interest, thinking, problem solving, etc. • Learning tasks that require high-level student thinking and invite students to explain their thinking • Students highly motivated to work on all tasks and persistent even when the tasks are challenging • Students actively "working," rather than watching while their teacher "works" • Suitable pacing of the lesson: neither dragged out nor rushed, with time for closure and student reflection

Component	Unsatisfactory	Basic	Proficient	Distinguished
3c: Engaging Students in Learning	The learning tasks/activities, materials, and resources are poorly aligned with the instructional outcomes, or require only rote responses, with only one approach possible. The groupings of students are unsuitable to the activities. The lesson has no clearly defined structure, or the pace of the lesson is too slow or rushed.	The learning tasks and activities are partially aligned with the instructional outcomes but require only minimal thinking by students and little opportunity for them to explain their thinking, allowing most students to be passive or merely compliant. The groupings of students are moderately suitable to the activities. The lesson has a recognizable structure; however, the pacing of the lesson may not provide students the time needed to be intellectually engaged or may be so slow that many students have a considerable amount of "downtime."	The learning tasks and activities are fully aligned with the instructional outcomes and are designed to challenge student thinking, inviting students to make their thinking visible. This technique results in active intellectual engagement by most students with important and challenging content, and with teacher scaffolding to support that engagement. The groupings of students are suitable to the activities. The lesson has a clearly defined structure, and the pacing of the lesson is appropriate, providing most students the time needed to be intellectually engaged.	Virtually all students are intellectually engaged in challenging content through well-designed learning tasks and activities that require complex thinking by students. The teacher provides suitable scaffolding and challenges students to explain their thinking. There is evidence of some student initiation of inquiry and student contributions to the exploration of important content; students may serve as resources for one another. The lesson has a clearly defined structure, and the pacing of the lesson provides students the time needed not only to intellectually engage with and reflect upon their learning but also to consolidate their understanding.
Critical Attributes	Few students are intellectually engaged in the lesson. Learning tasks/activities and materials require only recall or have a single correct response or method. Instructional materials used are unsuitable to the lesson and/or the students. The lesson drags or is rushed. Only one type of instructional group is used (whole group, small groups) when variety would promote more student engagement.	Some students are intellectually engaged in the lesson. Learning tasks are a mix of those requiring thinking and those requiring recall. Student engagement with the content is largely passive; the learning consists primarily of facts or procedures. The materials and resources are partially aligned to the lesson objectives. Few of the materials and resources require student thinking or ask students to explain their thinking. The pacing of the lesson is uneven—suitable in parts but rushed or dragging in others. The instructional groupings used are partially appropriate to the activities.	Most students are intellectually engaged in the lesson. Most learning tasks have multiple correct responses or approaches and/or encourage higher-order thinking. Students are invited to explain their thinking as part of completing tasks. Materials and resources support the learning goals and require intellectual engagement, as appropriate. The pacing of the lesson provides students the time needed to be intellectually engaged. The teacher uses groupings that are suitable to the lesson activities. The lesson is neither rushed nor does it drag.	Virtually all students are intellectually engaged in the lesson. Lesson activities require high-level student thinking and explanations of their thinking. Students take initiative to improve the lesson by (1) modifying a learning task to make it more meaningful or relevant to their needs, (2) suggesting modifications to the grouping patterns used, and/or (3) suggesting modifications or additions to the materials being used. Students have an opportunity for reflection and closure on the lesson to consolidate their understanding.
Possible Examples	*Most students disregard the assignment given by the teacher; it appears to be much too difficult for them.* *Students fill out the lesson worksheet by copying words from the board.* *Students are using math manipulative materials in a rote activity.* *The teacher lectures for 45 minutes.* *Most students don't have time to complete the assignment; the teacher moves on in the lesson.* *And others…*	*Students in only three of the five small groups are figuring out an answer to the assigned problem; the others seem to be unsure how they should proceed.* *Students are asked to fill in a worksheet, following an established procedure.* *There is a recognizable beginning, middle, and end to the lesson.* *The teacher lectures for 20 minutes and provides 15 minutes for the students to write an essay; not all students are able to complete it.* *And others…*	*Five students (out of 27) have finished an assignment early and begin talking among themselves; the teacher assigns a follow-up activity.* *Students are asked to formulate a hypothesis about what might happen if the American voting system allowed for the direct election of presidents and to explain their reasoning. Students are given a task to do independently, then to discuss with a table group, followed by a reporting from each table.* *Students are asked to create different representations of a large number using a variety of manipulative materials. And others…*	*Students are asked to write an essay in the style of Hemingway and to describe which aspects of his style they have incorporated.* *Students determine which of several tools—e.g., a protractor, spreadsheet, or graphing calculator—would be most suitable to solve a math problem.* *A student asks whether they might remain in their small groups to complete another section of the activity, rather than work independently.* *Students identify or create their own learning materials.* *Students summarize their learning from the lesson.* *And others…*
Elements	**Unsatisfactory**	**Basic**	**Proficient**	**Distinguished**
Activities and Assignments	Activities and assignments are inappropriate for students' age or background. Students are not mentally engaged in them.	Activities and assignments are appropriate to some students and engage them mentally, but others are not engaged.	Most activities and assignments are appropriate to students, and almost all students are cognitively engaged in exploring content.	All students are cognitively engaged in the activities and assignments in their exploration of content. Students initiate or adapt activities and projects to enhance their understanding.
Grouping of Students	Instructional groups are inappropriate to the students or to the instructional outcomes.	Instructional groups are only partially appropriate to the students or only moderately successful in advancing the instructional outcomes of the lesson.	Instructional groups are productive and fully appropriate to the students or to the instructional purpose of the lesson.	Instructional groups are productive and fully appropriate to the students or to the instructional purposes of the lesson. Students take the initiative to influence the formation or adjustment of groups.
Instructional Materials and Resources	Instructional materials and resources are unsuitable to the instructional purposes or do not engage students mentally.	Instructional materials and resources are only partially suitable to the instructional purposes, or students are only partially mentally engaged with them.	Instructional materials and resources are suitable to the instructional purposes and engage students mentally.	Instructional materials and resources are suitable to the instructional purposes and engage students mentally. Students initiate the choice, adaptation, or creation of materials to enhance their learning.
Structure and Pacing	The lesson has no clearly defined structure, or the pace of the lesson is too slow or rushed, or both.	The lesson has a recognizable structure, although it is not uniformly maintained throughout the lesson. Pacing of the lesson is inconsistent.	The lesson has a clearly defined structure around which the activities are organized. Pacing of the lesson is generally appropriate.	The lesson's structure is highly coherent, allowing for reflection and closure. Pacing of the lesson is appropriate for all students.

Component 3d:	Using Assessment in Instruction
	Assessment of student learning plays an important new role in teaching: no longer signaling the *end* of instruction, it is now recognized to be an integral *part* of instruction. While assessment *of* learning has always been and will continue to be an important aspect of teaching (it's important for teachers to know whether students have learned what teachers intend), assessment *for* learning has increasingly come to play an important role in classroom practice. And in order to assess student learning for the purposes of instruction, teachers must have a "finger on the pulse" of a lesson, monitoring student understanding and, where feedback is appropriate, offering it to students. A teacher's actions in monitoring student learning, while they may superficially look the same as those used in monitoring student behavior, have a fundamentally different purpose. When monitoring behavior, teachers are alert to students who may be passing notes or bothering their neighbors; when monitoring student learning, teachers look carefully at what students are writing, or listen carefully to the questions students ask, in order to gauge whether they require additional activity or explanation to grasp the content. In each case, the teacher may be circulating in the room, but his or her purpose in doing so is quite different in the two situations. Similarly, on the surface, questions asked of students for the purpose of monitoring learning are fundamentally different from those used to build understanding; in the former, the questions seek to reveal students' misconceptions, whereas in the latter the questions are designed to explore relationships or deepen understanding. Indeed, for the purpose of monitoring, many teachers create questions specifically to elicit the extent of student understanding and use additional techniques (such as exit tickets) to determine the degree of understanding of every student in the class. Teachers at high levels of performance in this component, then, demonstrate the ability to encourage students and actually teach them the necessary skills of monitoring their own learning against clear standards. But as important as monitoring student learning and providing feedback to students are, however, they are greatly strengthened by a teacher's skill in making mid-course corrections when needed, seizing on a "teachable moment," or enlisting students' particular interests to enrich an explanation. The elements of component 3d are: • Assessment criteria *It is essential that students know the criteria for assessment. At its highest level, students themselves have had a hand in articulating the criteria (for example, of a clear oral presentation).* • Monitoring of student learning *A teacher's skill in eliciting evidence of student understanding is one of the true marks of expertise. This is not a hit-or-miss effort, but is planned carefully in advance. Even after planning carefully, however, a teacher must weave monitoring of student learning seamlessly into the lesson, using a variety of techniques.* • Feedback to students *Feedback on learning is an essential element of a rich instructional environment; without it, students are constantly guessing at how they are doing and at how their work can be improved. Valuable feedback must be timely, constructive, and substantive and must provide students the guidance they need to improve their performance.* • Student self-assessment and monitoring of progress *The culmination of students' assumption of responsibility for their learning is when they monitor their own learning and take appropriate action. Of course, they can do these things only if the criteria for learning are clear and if they have been taught the skills of checking their work against clear criteria.* Indicators include: • The teacher paying close attention to evidence of student understanding • The teacher posing specifically created questions to elicit evidence of student understanding • The teacher circulating to monitor student learning and to offer feedback • Students assessing their own work against established criteria

Component	Unsatisfactory	Basic	Proficient	Distinguished
3d: Using Assessment in Instruction	Students do not appear to be aware of the assessment criteria, and there is little or no monitoring of student learning; feedback is absent or of poor quality. Students do not engage in self- or peer assessment.	Students appear to be only partially aware of the assessment criteria, and the teacher monitors student learning for the class as a whole. Questions and assessments are rarely used to diagnose evidence of learning. Feedback to students is general, and few students assess their own work.	Students appear to be aware of the assessment criteria, and the teacher monitors student learning for groups of students. Questions and assessments are regularly used to diagnose evidence of learning. Teacher feedback to groups of students is accurate and specific; some students engage in self-assessment.	Assessment is fully integrated into instruction, through extensive use of formative assessment. Students appear to be aware of, and there is some evidence that they have contributed to, the assessment criteria. Questions and assessments are used regularly to diagnose evidence of learning by individual students. A variety of forms of feedback, from both teacher and peers, is accurate and specific and advances learning. Students self-assess and monitor their own progress. The teacher successfully differentiates instruction to address individual students' misunderstandings.
Critical Attributes	The teacher gives no indication of what high-quality work looks like. The teacher makes no effort to determine whether students understand the lesson. Students receive no feedback, or feedback is global or directed to only one student. The teacher does not ask students to evaluate their own or classmates' work.	There is little evidence that the students understand how their work will be evaluated. The teacher monitors understanding through a single method, or without eliciting evidence of understanding from students. Feedback to students is vague and not oriented toward future improvement of work. The teacher makes only minor attempts to engage students in self- or peer assessment.	The teacher makes the standards of high-quality work clear to students. The teacher elicits evidence of student understanding. Students are invited to assess their own work and make improvements; most of them do so. Feedback includes specific and timely guidance, at least for groups of students.	Students indicate that they clearly understand the characteristics of high-quality work, and there is evidence that students have helped establish the evaluation criteria. The teacher is constantly "taking the pulse" of the class; monitoring of student understanding is sophisticated and continuous and makes use of strategies to elicit information about individual student understanding. Students monitor their own understanding, either on their own initiative or as a result of tasks set by the teacher. High-quality feedback comes from many sources, including students; it is specific and focused on improvement.
Possible Examples	*A student asks, "How is this assignment going to be graded?"* *A student asks, "Is this the right way to solve this problem?" but receives no information from the teacher.* *The teacher forges ahead with a presentation without checking for understanding.* *After the students present their research on globalization, the teacher tells them their letter grade; when students ask how he arrived at the grade, the teacher responds, "After years in education, I just know what grade to give."*	*The teacher asks, "Does anyone have a question?"* *When a student completes a problem on the board, the teacher corrects the student's work without explaining why.* *The teacher says, "Good job, everyone."* *The teacher, after receiving a correct response from one student, continues without ascertaining whether other students understand the concept.* *The students receive their tests back; each one is simply marked with a letter grade at the top.* *And others…*	*The teacher circulates during small-group or independent work, offering suggestions to students.* *The teacher uses specifically formulated questions to elicit evidence of student understanding.* *The teacher asks students to look over their papers to correct their errors; most of them engage in this task.* *And others…*	*The teacher reminds students of the characteristics of high-quality work, observing that the students themselves helped develop them.* *While students are working, the teacher circulates, providing specific feedback to individual students.* *The teacher uses popsicle sticks or exit tickets to elicit evidence of individual student understanding.* *Students offer feedback to their classmates on their work.* *Students evaluate a piece of their writing against the writing rubric and confer with the teacher about how it could be improved. And others…*
Elements	**Unsatisfactory**	**Basic**	**Proficient**	**Distinguished**
Assessment Criteria	Students are not aware of the criteria and performance standards by which their work will be evaluated.	Students know some of the criteria and performance standards by which their work will be evaluated.	Students are fully aware of the criteria and performance standards by which their work will be evaluated.	Students are fully aware of the criteria and performance standards by which their work will be evaluated and have contributed to the development of the criteria.
Monitoring of Student Learning	Teacher does not monitor student learning in the curriculum.	Teacher monitors the progress of the class as a whole but elicits no diagnostic information.	Teacher monitors the progress of groups of students in the curriculum, making limited use of diagnostic prompts to elicit information.	Teacher actively and systematically elicits diagnostic information from individual students regarding their understanding and monitors individual progress.
Feedback to Students	Teacher's feedback to students is of poor quality and not provided in a timely manner.	Teacher's feedback to students is uneven, and its timeliness is inconsistent.	Teacher's feedback to students is timely and of consistently high quality.	Teacher's feedback to students is timely and of consistently high quality, and students make use of the feedback in their learning.
Student Self Assessment and Monitoring of Progress	Students do not engage in self-assessment or monitoring of progress.	Students occasionally assess the quality of their own work against the assessment criteria and performance standards.	Students frequently assess and monitor the quality of their own work against the assessment criteria and performance standards.	Students not only frequently assess and monitor the quality of their own work against the assessment criteria and performance standards but also make active use of that information in their learning.

EXHIBIT B

School Year 2022-2023, 2023-2024 and 2024-2025 School Calendars

State of Hawaii – Department of Education
2022-2023 OFFICIAL SCHOOL CALENDAR

Teachers' Work Year - 1st Semester: July 26, 2022 - January 3, 2023; 2nd Semester: January 4, 2023 - May 30, 2023

Students' Work Year - 1st Semester: August 1, 2022 - December 16, 2022; 2nd Semester: January 4, 2023 - May 26, 2023

Week	Student Days	Teacher Days		Su	M	T	W	Th	F	Sa	
			July 2022	17	18	19	20	21	22	23	**1st SEMESTER - 89 Student Days (Ends December 16)**
1	0	4		24	25	26	27	28	29	30	July 26: Teachers' First Day
2	5	9	***August***	31	1	2	3	4	5	6	July 26-July 29: Teacher Work Days (no students)
3	10	14		7	8	9	10	11	12	13	August 1: Students' First Day
4	14	18		14	15	16	17	18	19	20	August 19: Statehood Day
5	19	23		21	22	23	24	25	26	27	
6	24	28	***September***	28	29	30	31	1	2	3	
7	28	32		4	5	6	7	8	9	10	September 5: Labor Day
8	33	37		11	12	13	14	15	16	17	
9	38	42		18	19	20	21	22	23	24	
10	43	47	***October***	25	26	27	28	29	30	1	
11	43	47		2	3	4	5	6	7	8	October 3-7: Fall Break***
12				9	10	11	12	13	14	15	
13	53	57		16	17	18	19	20	21	22	
14	58	62		23	24	25	26	27	28	29	
15	63	67	***November***	30	31	1	2	3	4	5	
16	66	70		6	7	8	9	10	11	12	November 8: Election Day
17	71	75		13	14	15	16	17	18	19	November 11: Veterans Day
18	74	78		20	21	22	23	24	25	26	November 24: Thanksgiving
19	79	83	***December***	27	28	29	30	1	2	3	November 25: School Holiday
20	84	88		4	5	6	7	8	9	10	
21	89	93		11	12	13	14	15	16	17	December 19-December 30: Winter Break***
22				18	19	20	21	22	23	24	**2nd SEMESTER - 93 Student Days (Ends May 26)**
23				25	26	27	28	29	30	31	December 26: Christmas (observed)
24	92	97	***January 2023***	1	2	3	4	5	6	7	January 2: New Year's Day (observed)
25	97	102		8	9	10	11	12	13	14	January 3: Teacher Workday (no students)*
26	101	106		15	16	17	18	19	20	21	January 16: Dr. Martin Luther King Jr. Day
27	106	111		22	23	24	25	26	27	28	
28	111	116	***February***	29	30	31	1	2	3	4	*Institute Day (one day with no*
29	116	121		5	6	7	8	9	10	11	*students during the week.*
30	120	126		12	*13*	*14*	*15*	*16*	*17*	18	*Date for each island TBD.)*
31	124	130		19	20	21	22	23	24	25	February 20: Presidents' Day
32	129	135	***March***	26	27	28	1	2	3	4	
33	134	140		5	6	7	8	9	10	11	
34				12	13	14	15	16	17	18	March 13-17: Spring Break***
35	139	145		19	20	21	22	23	24	25	
36	143	149	***April***	26	27	28	29	30	31	1	March 27: Kuhio Day (observed)
37	147	153		2	3	4	5	6	7	8	April 7: Good Friday
38	152	158		9	10	11	12	13	14	15	
39	157	163		16	17	18	19	20	21	22	
40	162	168		23	24	25	26	27	28	29	
41	167	173	***May***	30	1	2	3	4	5	6	
42	172	178		7	8	9	10	11	12	13	
43	177	183		14	15	16	17	18	19	20	May 26: Last Day for Students & Second Semester Ends**
44	182	188		21	22	23	24	25	26	27	May 29: Memorial Day
45	182	189	***June***	28	29	30	31	1	2	3	May 30: Last Day for Teachers
	-2^	+1^^									
	180	190									
	180	190									

Q1 43 days — Ends Sept. 30

Q2 46 days — Ends Dec. 16

Q3 45 days — Ends Mar. 10

Q4 48 days — Ends May 26

Approved November 19, 2020

^2 Instructional days shall be converted to a non-student day for school planning and collaboration.

^^The employer may assign up to 6 additional hours, in half hour blocks (an "equivalent day") for training and meetings beyond the teacher's regular work day.

OFFICIAL STATE HOLIDAYS: 2022-2023 SCHOOL YEAR

Statehood Day:	August 19, 2022	New Year's Day (obs.):	January 2, 2023
Labor Day:	September 5, 2022	Dr. Martin Luther King Jr. Day:	January 16, 2023
Election Day:	November 8, 2022	Presidents' Day:	February 20, 2023
Veterans Day:	November 11, 2022	Prince Jonah Kuhio Kalanianaole Day (obs.)	March 27, 2023
Thanksgiving Day:	November 24, 2022	Good Friday:	April 7, 2023
Christmas Day (obs.):	December 26, 2022	Memorial Day:	May 29, 2023

*Teacher work day between semesters: January 3 **Commencement exercises: No sooner than May 19, 2023

***For 10-month teachers - Intersession: Oct. 3-7; Recesses: Dec. 19-Dec. 30 & March 13-17

Educational Officer & Teacher Institute Days TBD (one day per island)

Hawaii State Department of Education
2023-2024 OFFICIAL SCHOOL CALENDAR

Teachers' Work Year - 1st Semester: August 1, 2023 - January 5, 2024; 2nd Semester: January 8, 2024 - May 31, 2024
Students' Work Year - 1st Semester: August 7, 2023 - December 21, 2023; 2nd Semester: January 8, 2024 - May 30, 2024

Week	Student Days	Teacher Days		Su	M	T	W	Th	F	Sa	
	0	0	*July 2023*	23	24	25	26	27	28	29	**1st SEMESTER - 89 Student Days (Ends December 21)**
1	0	4		30	31	1	2	3	4	5	August 1: Teachers' First Day
2	5	9	*August*	6	7	8	9	10	11	12	August 1-4: Teacher Work Days (no students)
3	9	13		13	14	15	16	17	18	19	August 7: Students' First Day
4	14	18		20	21	22	23	24	25	26	August 18: Statehood Day
5	19	23		27	28	29	30	31	1	2	
6	23	27	*September*	3	4	5	6	7	8	9	September 4: Labor Day
7	28	32		10	11	12	13	14	15	16	
8	33	37		17	18	19	20	21	22	23	
9	38	42		24	25	26	27	28	29	30	
10	43	47	*October*	1	2	3	4	5	6	7	
11				8	9	10	11	12	13	14	October 9-13: Fall Break***
12	48	52		15	16	17	18	19	20	21	
13	53	57		22	23	24	25	26	27	28	
14	58	62		29	30	31	1	2	3	4	
15	62	66	*November*	5	6	7	8	9	10	11	November 10: Veterans Day (obs.)
16	67	71		12	13	14	15	16	17	18	
17	70	74		19	20	21	22	23	24	25	November 23: Thanksgiving
18	75	79		26	27	28	29	30	1	2	November 24: School Holiday****
19	80	84	*December*	3	4	5	6	7	8	9	
20	85	89		10	11	12	13	14	15	16	December 22-January 4: Winter Break***/****
21	89	93		17	18	19	20	21	22	23	December 25: Christmas
22				24	25	26	27	28	29	30	**2nd SEMESTER - 93 Student Days (Ends May 31)**
23		94		31	1	2	3	4	5	6	January 1: New Year's Day
24	94	99	*January 2024*	7	8	9	10	11	12	13	January 5: Teacher Workday (no students)*
25	98	103		14	15	16	17	18	19	20	January 15: Dr. Martin Luther King Jr. Day
26	103	108		21	22	23	24	25	26	27	
27	108	113		28	29	30	31	1	2	3	*February 12-16: Institute Day (One day*
28	113	118	*February*	4	5	6	7	8	9	10	*with no students during the week.*
29	117	123		11	*12*	*13*	*14*	*15*	*16*	17	*Date for each island TBD.)*
30	121	127		18	19	20	21	22	23	24	February 19: Presidents' Day
31	126	132		25	26	27	28	29	1	2	
32	131	137	*March*	3	4	5	6	7	8	9	
33	136	142		10	11	12	13	14	15	16	
34				17	18	19	20	21	22	23	March 18-22: Spring Break***
35	139	145		24	25	26	27	28	29	30	March 26: Kuhio Day
36	144	150	*April*	31	1	2	3	4	5	6	March 29: Good Friday
37	149	155		7	8	9	10	11	12	13	
38	154	160		14	15	16	17	18	19	20	
39	159	165		21	22	23	24	25	26	27	
40	164	170		28	29	30	1	2	3	4	
41	169	175	*May*	5	6	7	8	9	10	11	
42	174	180		12	13	14	15	16	17	18	May 27: Memorial Day
43	179	185		19	20	21	22	23	24	25	May 30: Last Day for Students and Second Semester Ends**
44	182	189		26	27	28	29	30	31	1	May 31: Last Day for Teachers
	-2^	+1^^	*June*	2	3	4	5	6	7	8	
	180	190									

Q1 43 days — Ends October 6

Q2 46 days — Ends December 21

Q3 47 days — Ends March 15

Q4 46 days — Ends May 31

Approved October 21, 2021

^2 Instructional days shall be converted to a non-student day for school planning and collaboration.

^^The employer may assign up to 6 additional hours, in half hour blocks (an "equivalent day") for training and meetings beyond the teacher's regular work day.

OFFICIAL STATE HOLIDAYS: 2023-2024 SCHOOL YEAR

Statehood Day:	August 18, 2023	New Year's Day:	January 1, 2024
Labor Day:	September 4, 2023	Dr. Martin Luther King Jr. Day:	January 15, 2024
Veterans Day (observed):	November 10, 2023	Presidents' Day:	February 19, 2024
Thanksgiving Day:	November 23, 2023	Prince Jonah Kuhio Kalanianaole Day:	March 26, 2024
Christmas Day:	December 25, 2023	Good Friday:	March 29, 2024
		Memorial Day:	May 27, 2024

*Teacher work day between semesters: January 5 **Commencement exercises: No sooner than May 24, 2024
***For 10-month teachers - Intersession: Oct. 9-13; Recesses: Dec. 22-Jan. 4 & March 18-22
****For 12-month teachers - Paid break days include the day after Thanksgiving: Nov. 24, and Winter Break: Dec. 22-Jan. 4
Educational Officer & Teacher Institute Days: Feb. 12-16 (one day per island)

Hawaii State Department of Education

2024-2025 OFFICIAL SCHOOL CALENDAR

Teachers' Work Year - 1st Semester: July 30, 2024 - January 6, 2025; 2nd Semester: January 7, 2025 - June 2, 2025

Students' Work Year - 1st Semester: August 5, 2024 - December 20, 2024; 2nd Semester: January 7, 2025 - May 30, 2025

Week	Student Days	Teacher Days		Su	M	T	W	Th	F	Sa	
	0	0	***July 2024***	21	22	23	24	25	26	27	**1st SEMESTER - 89 Student Days (Ends December 20)**
1	0	4		28	29	30	31	1	2	3	July 30: Teachers' First Day
2	5	9	***August***	4	5	6	7	8	9	10	July 30 - August 2: Teacher Work Days (no students)
3	9	13		11	12	13	14	15	16	17	August 5: Students' First Day
4	14	18		18	19	20	21	22	23	24	August 16: Statehood Day
5	19	23		25	26	27	28	29	30	31	
6	23	27	***September***	1	2	3	4	5	6	7	September 2: Labor Day
7	28	32		8	9	10	11	12	13	14	
8	33	37		15	16	17	18	19	20	21	
9	38	42		22	23	24	25	26	27	28	
10	43	47	***October***	29	30	1	2	3	4	5	
11				6	7	8	9	10	11	12	October 7-11: Fall Break***
12	48	52		13	14	15	16	17	18	19	
13	53	57		20	21	22	23	24	25	26	
14	58	62		27	28	29	30	31	1	2	
15	62	66	***November***	3	4	5	6	7	8	9	November 5: Election Day
16	66	70		10	11	12	13	14	15	16	November 11: Veterans' Day
17	69	73		17	18	19	20	21	22	23	November 28: Thanksgiving
18	74	78		24	25	26	27	28	29	30	November 29: School Holiday****
19	79	83	***December***	1	2	3	4	5	6	7	
20	84	88		8	9	10	11	12	13	14	
21	89	93		15	16	17	18	19	20	21	December 23-January 6: Winter Break***/****
22				22	23	24	25	26	27	28	**2nd SEMESTER - 93 Student Days (Ends May 30)**
23				29	30	31	1	2	3	4	December 25: Christmas
24	93	98	***January 2025***	5	6	7	8	9	10	11	January 1: New Year's Day
25	98	103		12	13	14	15	16	17	18	January 6: Teacher Workday (no students*)
26	102	107		19	20	21	22	23	24	25	January 20: Dr. Martin Luther King Jr Day
27	107	112		26	27	29	28	29	30	1	
28	112	117	***February***	2	3	4	5	6	7	8	*February 10-14: Institute Day*
29	116	122		9	*10*	*11*	*12*	*13*	*14*	15	*(One day with no students during the week.*
30	120	126		16	17	18	19	20	21	22	*Date for each island TBD.)*
31	125	131		23	24	25	26	27	28	1	February 17: Presidents' Day
32	130	136	***March***	2	3	4	5	6	7	8	
33	135	141		9	10	11	12	13	14	15	
34				16	17	18	19	20	21	22	March 17 - 21: Spring Break***
35	139	145		23	24	25	26	27	28	29	March 26: Kuhio Day
36	144	150		30	31	1	2	3	4	5	
37	149	155	***April***	6	7	8	9	10	11	12	
38	153	159		13	14	15	16	17	18	19	April 18: Good Friday
39	158	164		20	21	22	23	24	25	26	
40	163	169		27	28	29	30	1	2	3	
41	168	174	***May***	4	5	6	7	8	9	10	
42	173	179		11	12	13	14	15	16	17	
43	178	184		18	19	20	21	22	23	24	May 26: Memorial Day
44	182	188		25	26	27	28	29	30	31	May 30: Last Day for Students
45	182	189	***June***	1	2	3	4	5	6	7	and Second Semester Ends**
	-2^	+1^^		8	9	10	11	12	13	14	June 2: Last Day for Teachers
	180	190									

Q1 43 days — Ends Oct. 4

Q2 46 days — Ends Dec. 20

Q3 46 days — Ends Mar. 14

Q4 47 days — Ends May 30

Approved October 21, 2021

^2 Instructional days shall be converted to a non-student day for school planning and collaboration.

^^The employer may assign up to 6 additional hours, in half hour blocks (an "equivalent day") for training and meetings beyond the teacher's regular work day.

OFFICIAL STATE HOLIDAYS: 2024-2025 SCHOOL YEAR

Statehood Day:	August 16, 2024	New Year's Day:	January 1, 2025
Labor Day:	September 2,2024	Dr. Martin Luther King Jr. Day:	January 20, 2025
Election Day:	November 5, 2024	Presidents' Day:	February 17, 2025
Veterans' Day:	November 11, 2024	Prince Jonah Kuhio Kalanianaole Day:	March 26, 2025
Thanksgiving Day:	November 28, 2024	Good Friday:	April 18, 2025
Christmas Day:	December 25, 2024	Memorial Day:	May 26, 2025

*Teacher workday between semesters: January 6 **Commencement exercises: No sooner than May 23, 2025

***For 10-month teachers - Intersession: Oct. 7-11; Recesses: Dec. 23-Jan. 3 and March 17-21

****For 12-month teachers - Paid break days include the day after Thanksgiving: Nov. 29 and Winter Break: Dec. 23-Jan. 3

Educational Officer & Teacher Institute Days: TBD (one day per island)

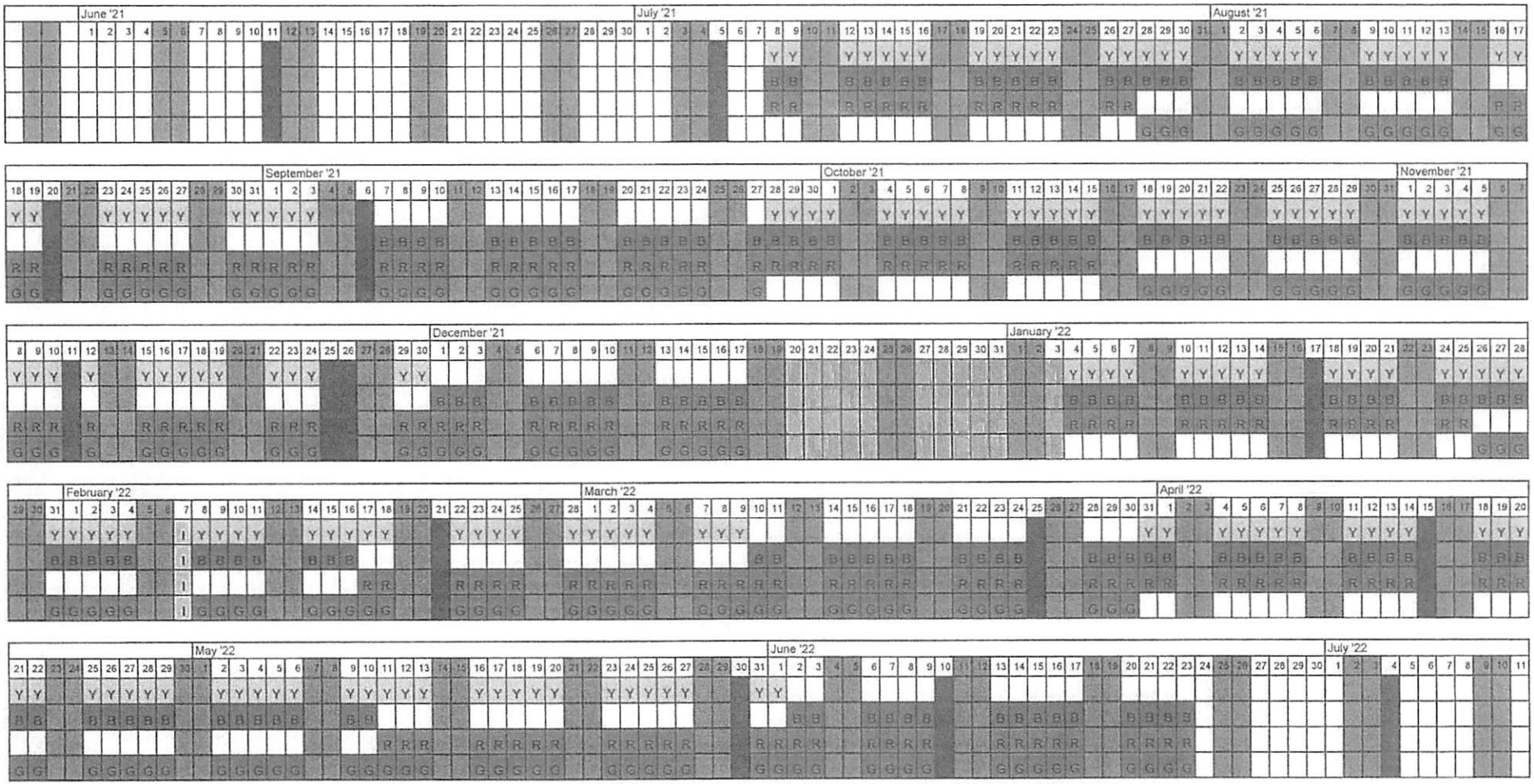
EXHIBIT C

School Year 2021-2022 Student Calendar for Multi Track Schools

Y - Yellow
B - Blue
R - Red
G - Green

Mililani Middle School Calendar
School Year 2021-2022
Student Calendar

U - Union
A - Admin
P - Plan



QUARTER END DATES

Yellow Track	Green, Blue and Red Tracks
Q1: September 3, 2021	Q1: September 27, 2021
Q2: November 30, 2021	Q2: December 17, 2021
Q3: March 9, 2022	Q3: March 30, 2022
Q4: June 1, 2022	Q4: June 23, 2022

NO SCHOOL FOR STUDENTS IN ALL TRACKS

Independence Day	July 5, 2021 (Observed)	Dr. Martin Luther King Jr. Day	January 17, 2022
Statehood Day	August 20, 2021	*Teacher Institute Day*	*February 7, 2022 (Tentative)*
Labor Day	September 6, 2021	President's Day	February 21, 2022
Veterans Day	November 11, 2021	Prince Jonah Kuhio Day	March 25, 2022 (Observed)
Thanksgiving Break	November 25-26, 2021	Good Friday	April 15, 2022
Winter Break	December 20-31, 2021	Memorial Day	May 30, 2022
		Kamehameha Day	June 10, 2022 (Observed)

KEY

- Holidays
- Weekends
- Winter Break
- 12-mo teacher workday

2021-2022 HOLOMUA ELEMENTARY

MULTI-TRACK CALENDAR

(Activities dates and/or times are subject to change.)

Intersession, Vacation or Holiday

IMPORTANT DATES

Yellow Track Quarters
1st Qtr: July 8, - Sept 1, 2021
2nd Qtr: Sept 28 - Nov 30, 2021
3rd Qtr: Jan 4 - Mar 9, 2022
4th Qtr: Mar 31 - June 1, 2022

Red Track Quarters:
1st Qtr: July 8 - Sept 27, 2021
2nd Qtr: Sept 28 - Dec 17, 2021
3rd Qtr: Jan 4 - Mar 30, 2022
4th Qtr: Mar 31 - June 23, 2022

Ohana Fair
Sept 17, 2021

Student Centered Conferences
YBR Tracks - Oct 5 - 13, 2021
Green Track - Oct 26 - Nov 4, 2021
(No Conference on Oct 29)

Spring Program
YB Tracks - May 6, 2022
RG Tracks - June 9,2022

Blue Track Quarters:
1st Qtr: July 8 - Sept 27, 2021
2nd Qtr: Sept 28 - Dec 17, 2021
3rd Qtr: Jan 4 - Mar 30, 2022
4th Qtr: Mar 31 - June 23, 2022

Green Track Quarters:
1st Qtr: July 28 - Sept 27, 2021
2nd Qtr: Oct 18- Dec 17, 2021
3rd Qtr: Jan 26 - Mar 30, 2022
4th Qtr: Apr 21 - June 23, 2022

Office: 685-9100
Health Room: 685-9121
A+ Office: 685-9153
91-1561 Keaunui Drive

Ewa Beach, HI 96706
Office Hours: 7:30 - 4:00

July 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 Admin Day	2 Admin Day	3
4	5 Holiday Independence Day	6 Teacher Work Day	7 Teacher Work Day	8 First Day of School	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20 Holiday Statehood Day	21
22	23	24	25	26	27	28
29	30	31				

September 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6 Holiday Labor Day	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28 2nd Qtr	29	30		

October 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

November 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
31	1	2	3	4	5	6
7	8	9	10	11 Holiday Veterans' Day	12	13
14	15	16	17	18	19	20
21	22	23	24	25 Holiday Thanksgiving	26 Holiday Weekend	27
28	29	30				

December 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20 Winter Break	21	22	23	24	25 Merry Christmas
26	27 Winter Break	28	29	30	31	

January 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1 Happy New Year
2	3 All Tracks Teacher Work Day	4 3rd Qtr	5	6	7	8
9	10	11	12	13	14	15
16	17 Holiday Martin Luther King,	18	19	20	21	22
23	24	25	26	27	28	29

February 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
30	31	1	2	3	4	5
6	7 Teachers' Institute Day	8	9	10	11	12
13	14	15	16	17	18	19
20	21 Holiday Presidents' Day	22	23	24	25	26
27	28					

March 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25 Holiday Kuhio Day	26
27	28	29	30	31 4th Qtr		

April 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15 Holiday Good Friday	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2022

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30 Holiday Memorial Day	31				

June 2022

Sun	Mon		Wed	Thu	Fri	Sat
			1 Yellow Track Last Day Of School	2	3	4
5	6	7	8	9	10 Holiday Kamehameha Day	11
12	13	14	15	16	17	18
19	20	21	22	23 BRG Last Day Of School	24 BRG Teacher Work Day	25
26	27	28	29	30		

REVISED: 02.01.2021