

Contract # 022219

CONTRACT DECLARATIONS & EXECUTION**TITLE OF CONTRACT:** Administrator Support Program Presentation

RFP #: n/a

CONTRACTING PARTY - AGENCY OR INDIVIDUAL: NYC Leadership Academy Inc**PERSON TO PERFORM SERVICES:****ADDRESS:** 4518 Court Square, 3rd Floor**CITY, STATE, ZIP:** Long Island City, NY 11101**PHONE:** 718-752-7363**EMAIL:****BUSINESS CONTACT PERSON:** Bernadett Pizzurro**BUSINESS CONTACT EMAIL:** bpizzurro@nycleadershipacademy.org**STATE OF IOWA, IOWA DEPARTMENT OF EDUCATION (DE), Division of Policy and Communications****DE PROGRAM CONTACT:** Lora Rasey**EMAIL:** lora.rasey@iowa.gov**PHONE:** 515-725-0646**DE BILLING CONTACT:** Sandra Hockett**EMAIL:** sandra.hockett@iowa.gov**PHONE:** 515-281-3905**CONTRACT PERIOD:** Service Begins: December 16, 2018

Service Ends: January 31, 2019

of Yearly Extensions: 0

CONTRACT PURPOSE:

The DE has received either Federal funds from the United States Department of Education, or State funds from the State of Iowa to execute this Contract. The parties have entered into this Contract for the Contractor to provide the Scope of Work as detailed in Exhibit 1.

COMPENSATION: As indicated and in accordance with the stated terms within this Contract.

\$800.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED AMOUNT SHOWN ON THIS LINE

(see attached budget in Exhibit 2 for detailed information)

Payment requests should be submitted to the attention of: Sandra Hockett, Internal Administrative Services, Iowa Department of Education, Grimes State Office Building, 400 East 14th Street, Des Moines, IA 50319-0146***FOR DEPARTMENT OF EDUCATION USE ONLY***

FUND	DEPT	UNIT	S/ORG	OBJ	PROG	AMOUNT	VENDOR NUMBER
0001	282	2138		2469		\$800.00	00003078678
	282					\$0.00	VENDOR DUNS NUMBER
	282					\$0.00	
	282					\$0.00	CFDA NUMBER
TOTAL CONTRACT AMOUNT						\$800.00	

RECEIVED

DEC 16 2018

TERMS AND CONDITIONS**1. DEFINITIONS**

The following words shall be defined as set forth below:

"Acceptance" means that the Agency has determined that one or more Deliverables satisfy the Agency's Acceptance Tests. Final Acceptance means that the Agency has determined that all Deliverables satisfy the Agency's Acceptance Tests. Non-acceptance means that the Agency has determined that one or more Deliverables have not satisfied the Agency's Acceptance Tests.

"Acceptance Criteria" means the Specifications, goals, performance measures, testing results and/or other criteria designated by the Agency and against which the Deliverables may be evaluated for purposes of Acceptance or Non-acceptance thereof.

"Acceptance Tests" or "Acceptance Testing" mean the tests, reviews and other activities that are performed by or on behalf of Agency to determine whether the Deliverables meet the Acceptance Criteria or otherwise satisfy the Agency, as determined by the Agency in its sole discretion.

"Bid Proposal" or "Proposal" means the Contractor's proposal submitted in response to the RFP.

"Contract" means the collective documentation memorializing the terms of the agreement between the Agency and the Contractor identified on the Contract Declarations & Execution Page(s) and includes the Special Terms, these General Terms for Services Contracts, any Special Contract Attachments, and all other attachments to the Contract Declarations & Execution Page(s) as signed by all parties.

"Contract Declarations & Execution Page(s)" means the document that contains basic information about the Contract and incorporates by reference these General Terms for Services Contracts, the Special Terms, and all other attachments to the Contract Declarations and Executions Page(s).

"Deficiency" means a defect, flaw, anomaly, failure, omission, interruption of service, or other problem of any nature whatsoever with respect to a Deliverable, including, without limitation, any failure of a deliverable to conform to or meet an applicable specification. Deficiency also includes the lack of something essential or necessary for completeness or proper functioning of a Deliverable.

"Deliverables" means all of the goods, products, services, work, work product, items, materials and property to be created, developed, produced, delivered, performed or provided by or on behalf of, or made available through, Contractor (or any agent, contractor or subcontractor of Contractor) in connection with this Contract.

"Documentation" means any and all technical information, commentary, explanations, design documents, system architecture documents, database layouts, test materials, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation and materials related to or used in conjunction with the Deliverables, in any medium, including hard copy, electronic, digital, and magnetically or optically encoded media.

"RFP" means the Request for Proposals or Request for Bids (and any Addenda thereto) identified on the Contracts Declarations and Execution Page(s) that was issued to solicit the Deliverables that are subject to the Contract.

"Special Contract Attachments" means any attachment to this Contract indicated on the Contract Declarations & Execution Page(s).

"Special Terms" means the Contract attachment entitled "Special Terms" that contains terms specific to this Contract, including but not limited to the Scope of Work, contract payment terms, and any amendments to these General Terms and Conditions for Services Contracts. If there is a conflict between the General Terms for Services Contracts and the Special Terms, the Special Terms shall prevail.

"Specifications" means all specifications, requirements, technical standards, performance standards, representations and other criteria related to the Deliverables stated or expressed in this Contract, the Documentation, the RFP, and the Proposal. Specifications shall include the Acceptance Criteria and any specifications, standards or criteria stated or set forth in any applicable state, federal, foreign and local laws, rules and regulations. The Specifications are incorporated into this Contract by reference as if fully set forth in this Contract.

"State" means the State of Iowa, the Agency, and all State of Iowa agencies, boards, and commissions, and when this Contract is available to political subdivisions, any political subdivisions of the State of Iowa.

2. AVAILABILITY OF CONTRACT TO OTHER ENTITIES

All other agencies of the State of Iowa and all political subdivisions of the State of Iowa may make purchases pursuant to the Contract as permitted by the Competitive Bidding Document.

3. DURATION OF CONTRACT

The term of the Contract shall begin and end on the dates specified on the Contract Declarations & Execution Page(s), unless extended or terminated earlier in accordance with the termination provisions of this Contract. The Agency may, in its sole discretion, exercise any applicable extension by giving the Contractor written notice of the extension decision at least sixty (60) days prior to the expiration of the initial term or renewal term.

4. SCOPE OF WORK

The Contractor shall provide Deliverables that comply with and conform to the Specifications as set forth in Exhibit 1.

5. COMPENSATION

5.1 Pricing

The Contractor will be compensated in accordance with the payment terms outlined in the Contract Payment Terms and Scope of Work described in the Special Terms.

The Contractor shall submit, on the frequency established on the Contract Declarations & Execution Page(s) an invoice for Deliverables rendered in accordance with this Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The Agency shall verify the Contractor's performance of the Deliverables outlined in the invoice before making payment. The Agency shall pay all approved invoices in arrears and in conformance with Iowa Code 8A.514. The Agency may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code § 8A.514.

Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any Deliverables provided by or on behalf of the Contractor under this Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under this Contract.

5.2 Reimbursement Expenses

The State has established rules for limitations on reimbursement expenses. Please reference Department of Administrative Services - State Accounting Enterprise Procedure 210-245 (accessible on the internet) for limits on travel expenses.

5.3 Withholding Payments

In addition to pursuing any other remedy provided herein or by law, the Agency may withhold compensation or payments to Contractor, in whole or in part, without penalty to the Agency or work stoppage by Contractor, in the event the Agency determines that:

5.3.1 Contractor has failed to perform any of its duties or obligations as set forth in this Contract; or

5.3.2 Any Deliverable has failed to meet or conform to any applicable Specifications or contains or is experiencing a Deficiency.

No interest shall accrue or be paid to Contractor on any compensation or other amounts withheld or retained by the Agency under this Contract.

5.4 Setoff Against Sums Owed by the Contractor

In the event that Contractor owes the State any sum under the terms of this Contract, any other contract or agreement, pursuant to a judgment, or pursuant to any law, the State may, in its sole discretion, set off any such sum against:

5.4.1 Any sum invoiced by, or owed to, Contractor under this Contract, or

5.4.2 Any Deliverable has failed to meet or conform to any applicable Specifications or contains or is experiencing a Deficiency.

The Contractor agrees that this provision constitutes proper and timely notice under any applicable laws governing setoff.

6. TERMINATION

6.1 Immediate Termination by the State

The State may terminate this Contract for any of the following reasons effective immediately without advance notice:

6.1.1 In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

6.1.2 The State determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, a person's life, health or safety to be jeopardized;

6.1.3 The Contractor fails to comply with confidentiality laws or provisions;

6.1.4 The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

6.2 Termination for Cause by the Agency

The Agency may terminate this Contract upon written notice for the breach by Contractor of any material term, condition or provision of this Contract, if such breach is not cured within the time period specified in the Agency's notice of breach or any subsequent notice or correspondence delivered by the Agency to Contractor, provided that cure is feasible. In addition, the Agency may terminate this Contract effective immediately without penalty and without advance notice or opportunity to cure for any of the following reasons:

6.2.1 Contractor furnished any statement, representation, warranty or certification in connection with this Contract, the RFP or the Proposal that is false, deceptive, or materially incorrect or incomplete;

6.2.2 Contractor or any of Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;

6.2.3 Contractor or any parent or affiliate of Contractor owning a controlling interest in Contractor dissolves;

6.2.4 Contractor terminates or suspends its business;

6.2.5 Contractor's corporate existence or good standing in Iowa is suspended, terminated, revoked or forfeited, or any license or certification held by Contractor related to Contractor's performance under this Contract is suspended, terminated, revoked, or forfeited;

- 6.2.6 Contractor has failed to comply with any applicable international, federal, state (including, but not limited to Iowa Code chapter 8F), or local laws, rules, ordinances, regulations or orders when performing within the scope of this Contract;
- 6.2.7 The Agency determines or believes the Contractor has engaged in conduct that: (a) has or may expose the Agency or the State to material liability, or (b) has caused or may cause a person's life, health or safety to be jeopardized;
- 6.2.8 Contractor infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or Contractor misappropriates or allegedly misappropriates a trade secret;
- 6.2.9 Contractor fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy; or
- 6.2.10 Any of the following has been engaged in by or occurred with respect to Contractor or any corporation, shareholder or entity having or owning a controlling interest in Contractor:
- 6.2.10.1 Commencing or permitting a filing against it which is not discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;
 - 6.2.10.2 Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;
 - 6.2.10.3 Making an assignment for the benefit of creditors;
 - 6.2.10.4 Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with Contractor's performance of its obligations under this Contract; or
 - 6.2.10.5 Taking any action to authorize any of the foregoing. The Agency's right to terminate this Contract shall be in addition to and not exclusive of other remedies available to the Agency, and the Agency shall be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise.
- 6.3 Termination upon Notice
- Following thirty (30) days written notice, the Agency may terminate this Contract in whole or in part without penalty and without incurring any further obligation to Contractor. Termination can be for any reason or no reason at all.
- 6.4 Termination Due to Lack of Funds or Change in Law
- Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, the Agency shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

- 6.4.1 The legislature or governor fail in the sole opinion of the Agency to appropriate funds sufficient to allow the Agency to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or
- 6.4.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Agency to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Agency in its sole discretion; or
- 6.4.3 If the Agency's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or
- 6.4.4 If the Agency's duties, programs or responsibilities are modified or materially altered; or
- 6.4.5 If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the Agency's ability to fulfill any of its obligations under this Contract. The Agency shall provide Contractor with written notice of termination pursuant to this section.

6.5 Limitation of the State's Payment Obligations

In the event of termination of this Contract for any reason by either party (except for termination by the Agency pursuant to Section 1.6.2), the Agency shall pay only those amounts, if any, due and owing to Contractor hereunder for Deliverables actually and satisfactorily provided in accordance with the provisions of this Contract up to and including the date of termination of this Contract and for which the Agency is obligated to pay pursuant to this Contract; provided however, that in the event the Agency terminates this Contract pursuant to Section 1.6.4, the Agency's obligation to pay Contractor such amounts and other compensation shall be limited by, and subject to, legally available funds. Payment will be made only upon submission of invoices and proper proof of Contractor's claim. Notwithstanding the foregoing, this Section 1.6.5 in no way limits the rights or remedies available to the Agency and shall not be construed to require the Agency to pay any compensation or other amounts hereunder in the event of Contractor's breach of this Contract or any amounts withheld by the Agency in accordance with the terms of this Contract. The Agency shall not be liable, under any circumstances, for any of the following:

- 6.5.1 The payment of unemployment compensation to Contractor's employees;
- 6.5.2 The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;
- 6.5.3 Any costs incurred by Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract;
- 6.5.4 Any damages or other amounts associated with the loss of prospective profits; anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this Contract;
- 6.5.5 Any taxes Contractor may owe in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

6.6 Contractor's Termination Duties

Upon receipt of notice of termination or upon request of the Agency, Contractor shall:

- 6.6.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work performed under the Contract and such other matters as the Agency may require.
- 6.6.2 Immediately cease using and return to the Agency any property or materials, whether tangible or intangible, provided by the Agency to Contractor.

- 6.6.3 Cooperate in good faith with the Agency and its employees, agents and independent contractors during the transition period between the notification of termination and the substitution of any replacement service provider.
- 6.6.4 Immediately return to the Agency any payments made by the Agency for Deliverables that were not rendered or provided by Contractor.
- 6.6.5 Immediately deliver to the Agency any and all Deliverables for which the Agency has made payment (in whole or in part) that are in the possession or under the control of the Contractor or its agents or subcontractors in whatever stage of development and form of recordation such property is expressed or embodied as that time.

6.7 Termination for Cause by Contractor

Contractor may only terminate this Contract for the breach by the Agency of any material term, condition or provision of this Contract, if such breach is not cured within sixty (60) days of the Agency's receipt of Contractor's written notice of breach.

7. CONFIDENTIAL INFORMATION

7.1 Access to Confidential Information

The Contractor's employees, agents and subcontractors may have access to confidential information maintained by the Agency to the extent necessary to carry out its responsibilities under the Contract. The Contractor shall presume that all information received pursuant to this Contract is confidential unless otherwise designated by the Agency. The Contractor shall provide to the Agency a written description of its policies and procedures to safeguard confidential information. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats. The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract. The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of this Contract. The private or confidential information shall remain the property of the Agency at all times.

7.2 No Dissemination of Confidential Information

No confidential information collected, maintained, or used in the course of performance of the Contract shall be disseminated by Contractor except as authorized by law and only with the prior written consent of the Agency, either during the period of the Contract or thereafter. Any data supplied by the Agency to the Contractor or created by the Contractor in the course of the performance of this Contract shall be considered the property of the Agency. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract in whatever form it is maintained promptly at the request of the Agency. The Contractor may be held civilly or criminally liable for improper disclosure of confidential information.

7.3 Subpoena

In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the Agency and cooperate with the Agency in any lawful effort to protect the confidential information.

7.4 Reporting of Unauthorized Disclosure

The Contractor shall immediately report to the Agency any unauthorized disclosure of confidential information.

- 7.5 If Contractor requests confidential treatment with respect to any information or material contained within its Bid Proposal and if a judicial or administrative proceeding is initiated to compel the release of such material, Contractor shall, at its sole expense, appear in the proceeding or otherwise obtain an order restraining the release of such material from a court of competent jurisdiction. Agency may release the information or material with or without advance notice to Contractor if no judicial or administrative proceeding is initiated and Agency determines the

information or material is not confidential under Iowa or other applicable law, or if Contractor failed to properly request confidential treatment under the RFP, or if Contractor rescinds its request for confidential treatment.

7.6 Survives Termination

The Contractor's obligations under this section shall survive termination or expiration of this Contract.

8. INDEMNIFICATION

8.1 By the Contractor

The Contractor agrees to indemnify and hold harmless the State and its officers, appointed and elected officials, board and commission members, employees, volunteers and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments (including, without limitation, the reasonable value of the time spent by the Attorney General's Office, and the costs, expenses and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Contract, including but not limited to any claims related to, resulting from, or arising out of:

8.1.1 Any breach of this Contract;

8.1.2 Any negligent, intentional or wrongful act or omission of the Contractor or any agent or subcontractor utilized or employed by the Contractor;

8.1.3 The Contractor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Contractor;

8.1.4 Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Iowa;

8.1.5 Any claim of misappropriation of a trade secret or infringement or violation of any intellectual property rights, proprietary rights or personal rights of any third party, including any claim that any Deliverable or any use thereof (or the exercise of any rights with respect thereto) infringes, violates or misappropriates any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other intellectual property right or proprietary right of any third party.

8.2 Survives Termination

Contractor's duties and obligations under this section shall survive the termination of this Contract and shall apply to all acts or omissions taken or made in connection with the performance of this Contract regardless of the date any potential claim is made or discovered by the Agency or any other Indemnified Party.

9. INSURANCE

9.1 Insurance Requirements

The Contractor, and any subcontractor, shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the Contractor's expense, insurance covering its work during the entire term of this Contract and any extensions or renewals thereof. The Contractor's insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the Contractor's performance of this Contract regardless of the date the claim is filed or expiration of the policy. The State of Iowa and the Agency shall be named as additional insureds or loss payees, or the Contractor shall obtain an endorsement to the same effect, as applicable.

9.2 Types and Amounts of Insurance Required

Unless otherwise requested by the Agency in writing, the Contractor shall cause to be issued insurance coverages insuring the Contractor and/or subcontractors against all general liabilities, product liability, personal injury, property damage, and (where applicable) professional liability. In addition, the Contractor shall ensure it has any necessary workers' compensation and employer liability insurance as required by Iowa law.

9.3 Certificates of Coverage

Contractor shall maintain all insurance policies required by this Contract in full force and effect during the entire term of this Contract and any extensions or renewals thereof, and shall not permit such policies to be canceled or amended except with the advance written approval of the Agency. The Contractor shall submit certificates of the insurance, which indicate coverage and notice provisions as required by this Contract, to the Agency upon execution of this Contract. The certificates shall be subject to approval by the Agency. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least thirty (30) days' prior written notice to the Agency. Approval of the insurance certificates by the Agency shall not relieve the Contractor of any obligation under this Contract.

9.4 Waiver of Subrogation Rights

The Contractor shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against the State. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the State.

10. PROJECT MANAGEMENT AND REPORTING**10.1 Project Manager**

At the time of execution of this Contract, each party shall designate, in writing, a Project Manager to serve until the expiration of this Contract or the designation of a substitute Project Manager. During the term of this Contract, each Project Manager shall be available to meet monthly, unless otherwise mutually agreed, to review and plan the Deliverables being provided under this Contract.

10.2 Review Meetings

During the review meetings the Project Managers shall discuss progress made by the Contractor in the performance of this Contract. Each party shall provide a status report, as desired by a Project Manager, listing any problem or concern encountered since the last meeting. Records of such reports and other communications issued in writing during the course of Contract performance shall be maintained by each party.

10.3 Reports

At the next scheduled meeting after which any party has identified in writing a problem, the party responsible for resolving the problem shall provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. For as long as a problem remains unresolved, written reports shall identify:

10.3.1 Any event not within the control of the Contractor or the Agency that accounts for the problem;

10.3.2 Modifications to the Contract agreed to by the parties in order to remedy or solve the identified problem;

10.3.3 Damages incurred as a result of any party's failure to perform its obligations under this Contract; and

10.3.4 Any request or demand by one party that another party believes is not included within the terms of this Contract.

10.4 Problem Reporting Omissions

The Agency's acceptance of a problem report shall not relieve the Contractor of any obligation under this Contract or waive any other remedy under this Contract or at law or equity that the Agency may have. The Agency's failure to identify the extent of a problem or the extent of damages incurred as a result of a problem shall not act as a waiver of performance or damages under this Contract. Where other provisions of this Contract require notification of an event in writing, the written report shall be considered a valid notice under this Contract provided the parties required to receive notice are notified.

10.5 Change Order Procedure

The Agency may at any time request a modification to the Scope of Work using a change order. The following procedures for a change order shall be followed:

- 10.5.1 Written Request: The Agency shall specify in writing the desired modifications to the same degree of specificity as in the original Scope of Work.
- 10.5.2 The Contractor's Response: The Contractor shall submit to the Agency a firm cost proposal for the requested change order within five (5) business days of receiving the change order request.
- 10.5.3 Acceptance of the Contractor Estimate: If the Agency accepts the cost proposal presented by the Contractor, the Contractor shall provide the modified Deliverable subject to the cost proposal included in the Contractor response. The Contractor's provision of the modified deliverables shall be governed by the terms and conditions of this Contract.
- 10.5.4 Adjustment to Compensation: The parties acknowledge that a change order for this Contract may or may not entitle the Contractor to an equitable adjustment in the Contractor's compensation or the performance deadlines under this Contract.

11. LEGISLATIVE CHANGES

The Contractor expressly acknowledges that the contracted Deliverables are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the project, the Contractor shall not hold the Agency liable in any manner for the resulting changes. The Agency shall use best efforts to provide thirty (30) days' written notice to the Contractor of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Contract to address the legislative change. Nothing in this Subsection shall affect or impair the Agency's right to terminate the Contract pursuant to the termination provisions.

12. INTELLECTUAL PROPERTY

12.1 Ownership and Assignment of Other Deliverables

Contractor agrees that the State and Agency shall become the sole and exclusive owners of all Deliverables. Contractor hereby irrevocably assigns, transfers and conveys to the State and the Agency all right, title and interest in and to all Deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto. Contractor represents and warrants that the State and the Agency shall acquire good and clear title to all Deliverables, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of Contractor or of any third party, including any employee, agent, contractor, subcontractor, subsidiary or affiliate of Contractor. The Contractor (and Contractor's employees, agents, contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to the Deliverables and shall not use any Deliverables, in whole or in part, for any purpose, without the prior written consent of the Agency and the payment of such royalties or other compensation as the Agency deems appropriate. Unless otherwise requested by Agency, upon completion or termination of this Contract, Contractor will immediately turn over to Agency all Deliverables not previously delivered to Agency, and no copies thereof shall be retained by Contractor or its employees, agents, subcontractors or affiliates, without the prior written consent of Agency.

12.2 Waiver

To the extent any of Contractor's rights in any Deliverables are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, Contractor hereby irrevocably and unconditionally waives all such rights and enforcement thereof and agrees not to challenge the State's rights in and to the Deliverables.

12.3 Further Assurances

At the Agency's request, Contractor will execute and deliver such instruments and take such other action as may be requested by the Agency to establish, perfect or protect the State's rights in and to the Deliverables and to carry out the assignments, transfers and conveyances set forth in this Contract.

13. WARRANTIES

13.1 Construction of Warranties Expressed in this Contract with Warranties Implied by Law

Warranties made by the Contractor in this Contract, whether: (1) this Contract specifically denominates the Contractor's promise as a warranty; or (2) the warranty is created by the Contractor's affirmation or promise, by a description of the Deliverables to be provided, or by provision of samples to the Agency, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties that arise through course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Deliverables provided by the Contractor. The provisions of this section apply during the term of this Contract and any extensions or renewals thereof.

13.2 Contractor represents and warrants that: (1) all Deliverables shall be wholly original with and prepared solely by Contractor; or it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses and authority necessary to provide the Deliverables to the Agency hereunder and to assign, grant and convey the rights, benefits, licenses and other rights assigned, granted or conveyed to the Agency hereunder or under any license agreement related hereto without violating any rights of any third party; (2) Contractor has not previously and will not grant any rights in any Deliverables to any third party that are inconsistent with the rights granted to the Agency herein; and (3) the Agency shall peacefully and quietly have, hold, possess, use and enjoy the Deliverables without suit, disruption or interruption.

13.3 Contractor represents and warrants that: (1) the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables); and (2) the Agency's use of, and exercise of any rights with respect to, the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables), do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any third party. Contractor further represents and warrants there is no pending or threatened claim, litigation or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Deliverables. Contractor shall inform the Agency in writing immediately upon becoming aware of any actual, potential or threatened claim of or cause of action for infringement or violation of an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then Contractor shall, at the Agency's request and at the Contractor's sole expense: (1) procure for the Agency the right or license to continue to use the Deliverable at issue; (2) replace such Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation or misappropriation; (3) modify or replace the affected portion of the Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation or misappropriation; or (4) accept the return of the Deliverable at issue and refund to the Agency all fees, charges and any other amounts paid by the Agency with respect to such Deliverable. In addition, Contractor agrees to indemnify, defend, protect and hold harmless the State and its officers, directors, employees, officials and agents as provided in the Indemnification section of this Contract, including for any breach of the representations and warranties made by Contractor in this section. The foregoing remedies shall be in addition to and not exclusive of other remedies available to the Agency and shall survive termination of this Contract.

13.4 Contractor represents and warrants that the Deliverables (in whole or in part) shall: (1) be free from material Deficiencies; and (2) meet, conform to and operate in accordance with all Specifications and in accordance with this Contract during the Warranty Period, as defined in the Special Terms. During the Warranty Period Contractor shall,

at its expense, repair, correct or replace any Deliverable that contains or experiences material Deficiencies or fails to meet, conform to or operate in accordance with Specifications within five business days of receiving notice of such Deficiencies or failures from the Agency or within such other period as the Agency specifies in the notice. In the event Contractor is unable to repair, correct or replace such Deliverable to the Agency's satisfaction, Contractor shall refund the fees or other amounts paid for the Deliverables and for any services related thereto. The foregoing shall not constitute an exclusive remedy under this Contract, and the Agency shall be entitled to pursue any other available contractual, legal or equitable remedies. Contractor shall be available at all reasonable times to assist the Agency with questions, problems and concerns about the Deliverables, to inform the Agency promptly of any known Deficiencies in any Deliverables, repair and correct any Deliverables not performing in accordance with the warranties contained in this Contract, notwithstanding that such Deliverable may have been accepted by the Agency, and provide the Agency with all necessary materials with respect to such repaired or corrected Deliverable.

13.5 Contracts represents, warrants and covenants that all services to be performed under this Contract shall be performed in a professional, competent, diligent and workmanlike manner by knowledgeable, trained and qualified personnel, all in accordance with the terms and Specifications of this Contract and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a Specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard. So long as the Agency notifies Contractor of any services performed in violation of this standard, Contractor shall re-perform the services at no cost to the Agency, such that the services are rendered in the above-specified manner, or if the Contractor is unable to perform the services as warranted, Contractor shall reimburse the Agency any fees or compensation paid to Contractor for the unsatisfactory services.

13.6 Contractor represents and warrants that the Deliverables will comply with any applicable federal, state, foreign and local laws, rules, regulations, codes, and ordinances in effect during the term of this Contract, including applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board, the Iowa Department of Administrative Services, and Iowa Office of the Chief Information Officer.

13.7 Obligations Owed to Third Parties

The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to this Contract are or will be fully satisfied by the Contractor so that the Agency will not have any obligations with respect thereto.

14. ACCEPTANCE TESTING

Except as otherwise specified in the Scope of Work, all Deliverables shall be subject to the Agency's Acceptance Testing and Acceptance, unless otherwise specified in the Statement of Work. Upon completion of all work to be performed by Contractor with respect to any Deliverable, Contractor shall deliver a written notice to the Agency certifying that the Deliverable meets and conforms to applicable Specifications and is ready for the Agency to conduct Acceptance Tests; provided, however, that Contractor shall pretest the Deliverable to determine that it meets and operates in accordance with applicable Specifications prior to delivering such notice to the Agency. At the Agency's request, Contractor shall assist the Agency in performing Acceptance Tests at no additional cost to the Agency. Within a reasonable period of time after the Agency has completed its Acceptance Testing, the Agency shall provide Contractor with written notice of Acceptance or Non-acceptance with respect to each Deliverable that was evaluated during such Acceptance Testing. If the Agency determines that a Deliverable satisfies its Acceptance Tests, the Agency shall provide Contractor with notice of Acceptance with respect to such Deliverable. If the Agency determines that a Deliverable fails to satisfy its Acceptance Tests, the Agency shall provide Contractor with notice of Non-acceptance with respect to such Deliverable. In the event the Agency provides notice of Non-acceptance to Contractor with respect to any Deliverable, Contractor shall correct and repair such Deliverable and submit it to the Agency within ten (10) days of Contractor's receipt of notice of Non-acceptance so that the Agency may re-conduct its Acceptance Tests with respect to such Deliverable. In the event the Agency determines, after re-conducting its Acceptance Tests with respect to any Deliverable that Contractor has attempted to correct or repair

pursuant to this section, that such Deliverable fails to satisfy its Acceptance Tests, then the Agency shall have the continuing right, at its sole option, to:

- 14.1 Require Contractor to correct and repair such Deliverable within such period of time as the Agency may specify in a written notice to Contractor;
- 14.2 Refuse to accept such Deliverable without penalty and without any obligation to pay any fees or other amounts associated with such Deliverable (or receive a refund of any fees or amounts already paid with respect to such Deliverable);
- 14.3 Accept such Deliverable on the condition that any fees or other amounts payable with respect thereto shall be reduced or discounted to reflect, to the Agency's satisfaction, the Deficiencies present therein and any reduced value or functionality of such Deliverable or the costs likely to be incurred by the Agency to correct such Deficiencies; or
- 14.4 Terminate this Contract and/or seek any and all available remedies, including damages. Notwithstanding the provisions of Section 1.6.1 of this Contract, the Agency may terminate this Contract pursuant to this section without providing Contractor with any notice or opportunity to cure provided for in Section 1.6.1. The Agency's right to exercise the foregoing rights and remedies, including termination of this Contract, shall remain in effect until Acceptance Tests are successfully completed to the Agency's satisfaction and the Agency has provided Contractor with written notice of Final Acceptance. If the Agency determines that all Deliverables satisfy its Acceptance Tests, the Agency shall provide Contractor with notice of Final Acceptance with respect to such Deliverables. Contractor's receipt of any notice of Acceptance, including Final Acceptance, with respect to any Deliverable(s) shall not be construed as a waiver of any of the Agency's rights to enforce the terms of this Contract or require performance in the event Contractor breaches this Contract or any Deficiency is later discovered with respect to such Deliverable(s).

15. CONTRACT ADMINISTRATION

15.1 Independent Contractor

The status of the Contractor shall be that of an independent contractor. The Contractor, its employees, agents and any subcontractors performing under this Contract are not employees or agents of the State or any agency, division or department of the State simply by virtue of work performed pursuant to this Contract. Neither the Contractor nor its employees shall be considered employees of the Agency or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Contract. The Agency will not withhold taxes on behalf of the Contractor (unless required by law).

15.2 Incorporation of Documents

To the extent this Contract arises out of an RFP, the parties acknowledge that the Contract consists of these contract terms and conditions as well as the RFP and the Bid Proposal. The RFP and the Bid Proposal are incorporated into the Contract by reference, except that no objection or amendment by the Contractor to the provisions of the RFP shall be incorporated by reference into the Contract unless the Agency has explicitly accepted the Contractor's objection or amendment in writing. If there is a conflict between the Contract, the RFP and the Bid Proposal, the conflict shall be resolved according to the following priority, ranked in descending order: (1) the Contract; (2) the RFP; (3) the Bid Proposal.

15.3 Intent of References to Bid Documents

The references to the parties' obligations, which are contained in this Contract, are intended to supplement or clarify the obligations as stated in the RFP and the Bid Proposal. The failure of the parties to make reference to the terms of the RFP or the Bid Proposal in this Contract shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFP and the Contractor's Bid Proposal. The contractual obligations of the Agency cannot be implied from the Bid Proposal.

15.4 Compliance with the Law; Nondiscrimination in Employment

The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers. Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

The Contractor, its employees, agents and subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Contract.

In the event Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract as set forth in section 1.15.11, Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.

Notwithstanding anything in this Contract to the contrary, Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend, in whole or in part, this Contract. The State may further declare Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, Contractor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

15.5 Procurement

Contractor shall use procurement procedures that comply with all applicable federal, state, and local laws and regulations.

15.6 Non-Exclusive Rights

This Contract is not exclusive. The Agency reserves the right to select other contractors to provide Deliverables similar or identical to those described in the Scope of Work during the term of this Contract.

15.7 Non-Supplanting Requirement

To the extent required by state or federal law, federal and state funds made available under this Contract shall be used to supplement and increase the level of state, local and other non-federal funds that would in the absence of such federal and state funds be made available for the programs and activities for which funds are provided and will in no event take the place of state, local and other non-federal funds.

15.8 Compliance with Iowa Code Chapter 8F

If the Contract is subject to the provisions of Iowa Code chapter 8F, the Contractor shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Contract. Any compliance documentation, including but not limited to certifications, received from subcontractors by the Contractor shall be forwarded to the Agency.

15.9 Amendments

This Contract may be amended in writing from time to time by mutual consent of the parties. Amendments to the General Terms for Services Contracts may appear in the Special Terms.

15.10 Third Party Beneficiaries

There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State and the Contractor.

15.11 Use of Third Parties

The Agency acknowledges that the Contractor may contract with third parties for the performance of any of the Contractor's obligations under this Contract. The Contractor shall notify the Agency in writing of all subcontracts relating to Deliverables to be provided under this Contract prior to the time the subcontract(s) become effective. The Agency reserves the right to review and approve all subcontracts. The Contractor may enter into these contracts to complete the project provided that the Contractor remains responsible for all Deliverables provided under this Contract. All restrictions, obligations and responsibilities of the Contractor under this Contract shall also apply to the subcontractors and the Contractor shall include in all of its subcontracts a clause that so states. The Agency shall have the right to request the removal of a subcontractor from the Contract for good cause.

15.12 Choice of Law and Forum

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this Contract shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Agency or the State of Iowa.

15.13 Assignment and Delegation

Contractor may not assign, transfer or convey in whole or in part this Contract without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment. The Contractor may not delegate any of its obligations or duties under this Contract without the prior written consent of the Agency. The Contractor may not assign, pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber any payments that may or will be made to the Contractor under this Contract.

15.14 Integration

This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.

15.15 Headings or Captions

The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

15.16 Not a Joint Venture

Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.

15.17 Joint and Several Liability

If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, and for any default of activities and obligations.

15.18 Supersedes Former Contracts or Agreements

This Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the Deliverables to be provided in connection with this Contract.

15.19 Waiver

Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

15.20 Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by a reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the Contract Declarations & Execution Page(s) at the address specified on the forms. Each such notice shall be deemed to have been provided:

15.20.1 At the time it is actually received; or

15.20.2 Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or

15.20.3 Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

15.21 Cumulative Rights

The various rights, powers, options, elections and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled.

15.22 Severability

If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

15.23 Time is of the Essence

Time is of the essence with respect to the Contractor's performance of the terms of this Contract. Contractor shall ensure that all personnel providing Deliverables to the Agency are responsive to the Agency's requirements and requests in all respects.

15.24 Authorization

Contractor represents and warrants that:

15.24.1 It has the right, power and authority to enter into and perform its obligations under this Contract.

15.24.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

15.25 Successors in Interest

All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

15.26 Records Retention and Access

The Contractor shall maintain accurate, current, and complete records of the financial activity of this Contract which sufficiently and properly document and calculate all charges billed to the Agency throughout the term of this Contract and for a period of at least five (5) years following the date of final payment or completion of any required audit (whichever is later). If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later. The Contractor shall permit the Agency, the Auditor of the State or any other authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to this Contract, wherever such records may be located. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. Based on the audit findings, the Agency reserves the right to address the Contractor's board or other managing entity regarding performance and expenditures.

- 15.26.1 Records of financial activity shall include records that adequately identify the source and application of funds. When the terms of this Contract require matching funds, cash contributions made by the Contractor and third party in-kind (property or service) contributions must be verifiable from the Contractor's records. These records must contain information pertaining to contract amount, obligations, unobligated balances, assets, liabilities, expenditures, income, and third-party reimbursements.
- 15.26.2 The Contractor shall maintain accounting records supported by source documentation that may include but are not limited to cancelled checks, paid bills, payroll, time and attendance records, and contract award documents.
- 15.26.3 The Contractor, in maintaining project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be set forth in the financial reports filed with the Agency.
- 15.26.4 The Contractor shall maintain a sufficient record keeping system to provide the necessary data for the purposes of planning, monitoring and evaluating its program.
- 15.26.5 The Contractor shall retain all medical records for a period of six (6) years from the last date of service for each patient; or in the case of a minor patient or client, for a period consistent with that established by Iowa Code section 614.1(9). Client records, which are non-medical, must be maintained for a period of five (5) years.

15.27 Audits or Examination of Records

- 15.27.1 Contractors that expend \$750,000 or more in a fiscal year in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements. Single audits must be completed and the data collection form and reporting package must be submitted electronically to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after Contractor's receipt of the auditor's report(s), or nine months after the end of the audit period. The Contractor shall submit to the Agency one (1) copy of the separate letter to management addressing non-material findings, if provided by the auditor, promptly following receipt by Contractor. Contractor shall also submit one (1) copy of the final audit report to the Agency within thirty (30) days after Contractor's receipt thereof. If either the schedule of findings and questioned costs or the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Agency. The requirements of this subsection shall apply to the Contractor as well as any subcontractors.

15.27.2 If a Contractor is independently audited but is not required to submit the audit report per the criteria in subsection 1.15.27.1 above, the Contractor shall submit to the Agency one (1) copy of the separate letter to management addressing non-material findings, if provided by the auditor, promptly following receipt by Contractor. Within fifteen (15) days following Agency's request, the Contractor shall also submit one (1) copy of the final audit report to the Agency.

15.27.3 The Agency may require, at any time and at its sole discretion, that recipients of non-federal and/or federal funds have an audit performed. The Contractor shall submit one (1) copy of the audit report to the Agency within thirty (30) days of its issuance, unless specific exemption is granted in writing by the Agency. The Contractor shall submit with the audit report a copy of the separate letter to management addressing non-material findings, if provided by the auditor. The Contractor may be required to comply with other prescribed compliance and review procedures.

15.27.4 The Contractor shall be solely responsible for the cost of any required audit unless otherwise agreed in writing by the Agency.

15.28 Qualifications of Staff

The Contractor shall be responsible for assuring that all persons, whether they are employees, agents, subcontractors or anyone acting for or on behalf of the Contractor, are properly licensed, certified or accredited as required under applicable state law and the Iowa Administrative Code. The Contractor shall provide standards for service providers who are not otherwise licensed, certified or accredited under state law or the Iowa Administrative Code.

15.29 Solicitation

The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.

15.30 Obligations Beyond Contract Term

This Contract shall remain in full force and effect to the end of the specified term or until terminated pursuant to this Contract. All obligations of the Agency and the Contractor incurred or existing under this Contract as of the date of expiration or termination will survive the termination or expiration of this Contract.

15.31 Counterparts

The parties agree that this Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

15.32 Delays or Impossibility of Performance

Neither party shall be in default under the Contract if performance is prevented, delayed or made impossible to the extent that such prevention, delay, or impossibility is caused by a "force majeure." The term "force majeure" as used in this Contract includes an event that no human foresight could anticipate or which if anticipated, is incapable of being avoided. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care, such as acts of God, war, civil disturbance and other similar causes. The delay or impossibility of performance must be beyond the control and without the fault or negligence of the parties. "Force majeure" does not include: financial difficulties of the Contractor or any parent, subsidiary, affiliated or associated company of Contractor; claims or court orders that restrict Contractor's ability to deliver the Deliverables contemplated by this Contract; strikes; labor unrest; or supply chain disruptions. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as defined in this Contract. If a "force majeure" delays or prevents the Contractor's performance, the Contractor shall immediately use its best efforts to directly provide alternate, and

to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be determined solely by the Agency. The party seeking to exercise this provision and not perform or delay performance pursuant to a "force majeure" shall immediately notify the other party of the occurrence and reason for the delay. The parties shall make every effort to minimize the time of nonperformance and the scope of work not being performed due to the unforeseen events. Dates by which performance obligations are scheduled to be met will be extended only for a period of time equal to the time lost due to any delay so caused.

15.33 Suspensions and Debarment

The Contractor certifies pursuant to 48 CFR Part 9 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal Agency or State Agency. The Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the State of Iowa.

15.34 Conflict of Interest

Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the Agency that is a conflict of interest. No employee, officer or agent of the Contractor or subcontractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code ch. 68B shall apply to this Contract. If a conflict of interest is proven to the Agency, the Agency may terminate this Contract, and the Contractor shall be liable for any excess costs to the Agency as a result of the conflict of interest. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Contractor shall report any potential, real, or apparent conflict of interest to the Agency.

15.35 Certification Regarding Sales and Use Tax

By executing this Contract, the Contractor certifies it is either (a) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 423; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1(47) & (48). The Contractor also acknowledges that the Agency may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.

15.36 Right to Address the Board of Directors or Others Managing Entity

The Agency reserves the right to address the Contractor's board of directors or other managing entity of the Contractor regarding performance, expenditures and any other issue as appropriate. The Agency determines appropriateness.

15.37 Repayment Obligation

In the event that any State and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the Contractor shall be liable to the Agency for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors.

15.38 Further Assurances and Corrective Instruments

The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such amendments hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Contract.

15.39 Reporting Requirements

If this Contract permits other State agencies and political subdivisions to make purchases off of the Contract, the Contractor shall keep a record of the purchases made pursuant to the Contract and shall submit a report to the Agency on a quarterly basis. The report shall identify all of the State agencies and political subdivisions making purchases off of this Contract and the quantities purchased pursuant to the Contract during the reporting period.

15.40 Immunity from Liability

Every person who is a party to the Contract is hereby notified and agrees that the State, the Agency, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from Contractor's and/or subcontractors' activities involving third parties and arising from the Contract.

15.41 Public Records

The laws of the State require procurement records to be made public unless otherwise provided by law.

15.42 Use of Name or Intellectual Property

Contractor agrees it will not use the Agency and/or State's name or any of their intellectual property, including but not limited to, any State, state agency, board or commission trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the Agency and/or the State.

15.43 Taxes

The State is exempt from Federal excise taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. The State is exempt from State and local sales and use taxes on the Deliverables.

15.44 No Minimum Guaranteed

The contract does not guarantee any minimum level of purchases or any minimum amount of compensation.

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto:

Lora Rosey
DE CONTACT (Requesting service)

[Signature]
DE ADMINISTRATION

Kgradurat
CONTRACTING AGENCY OR INDIVIDUAL

Matthew Coulter
DE AUTHORIZING SIGNATURE

TLC Program Consultant 12-7-18
TITLE DATE

Director 12-2-18
TITLE DATE

C.O.O. 12-19-18
TITLE DATE

Chief Financial Officer 12/19/2018
TITLE DATE

CONTRACTING PARTY: PLEASE SIGN, DATE, AND RETURN AN ORIGINAL COPY TO THE DEPARTMENT. THIS CONTRACT WILL BE VALID WHEN YOU RECEIVE A COPY WITH THE IOWA DEPARTMENT OF EDUCATION'S AUTHORIZING SIGNATURE.

EXHIBIT 1: SCOPE OF WORK

Description of Services

NYC Leadership Academy (NYCLA) will present to the School Administrators of Iowa coaches in Administrator Support Program on December 17, 2018, via ZOOM. Content will be focused on Developing Coaching Skills. The presenter will share NYCLA's researched-based coaching approach to have the greatest impact on leaders and their students.

Training will include:

- Working to deepen feedback and questioning skills
- Using leadership standards to diagnose principal's learning needs
- Thinking about the role of learning styles and mental model in coaching

Performance Measures/Deliverables

The ZOOM training will be presented on the date and at the time scheduled by the Department.

EXHIBIT 2: BUDGET

COMPENSATION: As indicated and in accordance with the stated terms below.

\$0.00 Contract is for actual costs estimated as itemized below in the "Associated Costs" section.
 \$800.00 Contract is for a specified fee for a max of 1.0 (Number) day (Units) at \$800.00 per day (Unit).
 \$800.00 **TOTAL CONTRACT AMOUNT NOT TO EXCEED AMOUNT SHOWN ON THIS LINE**

ASSOCIATED COSTS: Only the items designated are covered; required documentation is indicated under the "Other Conditions/ Requirements" section. A budget shall be submitted. (Estimated costs shown)

\$0.00 TRAVEL: FROM TO AND RETURN via means and for the amounts shown:
 Air Coach \$ Auto \$ (\$0.39/mile) Taxi \$ Parking \$
 Other \$ (ITEMIZE)

NOTE: ALL OUT-OF-STATE TRAVEL (from Iowa to another state) MUST BE APPROVED BY THE DEPARTMENT PRIOR TO ANY TRAVEL ARRANGEMENTS BEING MADE OR TRAVEL OCCURRING.

\$0.00 MEALS: Actual and necessary; not to exceed the following amounts and rates:
 Breakfast: @ \$ ea Lunch: @ \$ ea Dinner: @ \$ ea
***Vendor must leave home before 6:00am to claim breakfast; and must return home after 7:00pm to claim dinner. Reimbursement shall be per state established guidelines unless otherwise noted above: Breakfast \$8/Lunch \$12 (unless provided)/Dinner \$23. Alcohol is not a reimbursable expense.*

\$0.00 LODGING: Number of nights , not to exceed \$ per night, plus tax of \$

\$0.00 OTHER: (ITEMIZE)

Other Considerations/Requirements. Unless otherwise stipulated, the rates and requirements listed below shall apply:

1. Reimbursement shall be limited to the State of Iowa reimbursement rates:
 - o Mileage Reimbursement: \$0.39 per mile
 - o Lodging and Meal Reimbursement rates: as designated under "Associated Costs" section above.
 - o Receipts: Must be submitted with a signed claim when the contract is with an individual. Legible itemized original receipts are required for Travel, Lodging (must show a \$0 balance), and other reimbursable expenses, excluding meals. Credit card receipts are not acceptable
2. The following expenses are specifically referenced:
 - o TRAVEL: Air coach, taxi fares, related parking fees and car rental
 - o MEALS: Detailed itemized expense log listing each meal with dates, times, and amounts noted
 - o LODGING: Reimbursement approved only for those residing outside the designated meeting site. Lodging must be outside the Contracting Party's domicile
 - o OTHER: Registration fees and other items (as designated under "Associated Costs" section) require receipts unless specified otherwise.

The DE reserves the right to request receipts as necessary to: (1) validate any expense claim and (2) adjust reimbursable rates and policies for in-state and out-of-state travel in order to remain in compliance with DAS State Accounting Policy and/or Iowa Code. Proper notice of changes, if applicable, will be issued unilaterally to vendors.

CONTRACTUAL AGREEMENT BETWEEN

STATE OF IOWA, IOWA DEPARTMENT OF EDUCATION (DE), Division of Policy and Communications
 Grimes State Office Building, 400 East 14th Street, Des Moines, IA 50319-0146
 Department Contact Person: Lora Rasey/Sandra Hockett Phone: (515) 281-6719

RECEIVED

OCT 20 2015

AND

DEPARTMENT OF
EDUCATION

CONTRACTING PARTY - AGENCY OR INDIVIDUAL: NYC Leadership Academy Inc

PERSON TO PERFORM SERVICES: Mary Jo Dunnington

ADDRESS: 45-18 Court Square, 3rd Floor

CITY, STATE, ZIP: Long Island City, NY 11101

PHONE: 718-752-7365

EMAIL: mdunnington@nycleadershipacademy.org

BUSINESS CONTACT PERSON: Sarah Stevens

BUSINESS CONTACT EMAIL: sstevens@nycleadershipacademy.org

THE DEPARTMENT WILL COMPENSATE FOR THE FOLLOWING SERVICES RENDERED BY THE CONTRACTING PARTY:

(DESCRIPTION OF SERVICES): Continued support of a statewide professional development initiative to build the capacity of school and district administrative leaders to support the state's Teacher Leadership and Compensation (TLC) initiative. See Attached Documentation.

THE DEPARTMENT WILL MONITOR AND REVIEW THE PERFORMANCE OF THE CONTRACTING PARTY USING THE FOLLOWING MEASURES: (PERFORMANCE MEASURES): See Attached Documentation.

CONTRACT PERIOD: Service Begins: November 1, 2015 Service Ends: June 30, 2016

COMPENSATION: As indicated and in accordance with the stated terms below.

\$144,500.00 Contract is for actual costs estimated as itemized below under the "Associated Costs" section.

\$0.00 Contract is for a specified fee for a max of (Number) (Units) at \$ per (Unit).

\$144,500.00 CONTRACT IS NOT TO EXCEED AMOUNT SHOWN ON THIS LINE

ASSOCIATED COSTS: Only the items designated are covered; required documentation is indicated under the "Other Conditions/ Requirements" section. A budget shall be submitted. (Estimated costs shown)

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\$0.00 LODGING: Number of nights , not to exceed \$ per night, plus tax of \$

\$144,500.00 OTHER: (ITEMIZE) See Attached

CLAIM/PAYMENT PROVISIONS:

- 1) UPON ACCEPTANCE OF DELIVERABLES (AS STATED) BY THE DE; AND
- 2) ITEMIZED INVOICE FOR ACTUAL EXPENSES INCURRED.
- 3) ALL CLAIMS MUST BE SUBMITTED WITHIN THIRTY (30) DAYS OF PERFORMING SERVICES.

Payment requests should be submitted to the attention of: Sandra Hockett, Internal Administrative Services, Iowa Department of Education, Grimes State Office Building, 400 East 14th Street, Des Moines, IA 50319-0146

FOR DEPARTMENT OF EDUCATION USE ONLY							
FUND	DEPT	UNIT	S/ORG	OBJ	PROG	AMOUNT	VENDOR NUMBER
0001	282	2138		2469		\$144,500.00	00003078678
	282					\$0.00	VENDOR DUNS NUMBER
	282					\$0.00	
	282					\$0.00	CFDA NUMBER
TOTAL CONTRACT AMOUNT						\$144,500.00	

OTHER CONDITIONS/REQUIREMENTS: Unless otherwise stipulated, the rates and requirements listed below shall apply:

Reimbursement shall be limited to the State of Iowa reimbursement rates.

Mileage Reimbursement: \$0.39 per mile.

Lodging and Meal Reimbursement rates: as designated under "Associated Costs" section.

Receipts: Must be submitted with a signed claim when the contract is with an individual. Legible itemized receipts are required for Travel, Lodging (must show a \$0 balance), and other reimbursable expenses, excluding meals. Credit card receipts are not acceptable.

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TRAVEL: Air coach, taxi fares, related parking fees and car rental.

MEALS: Detailed itemized expense log listing each meal with dates, times, and amounts noted.

LODGING: Reimbursement approved only for those residing outside the designated meeting site. Lodging must be outside the contracting party's domicile.

OTHER: Registration fees and other items (as designated under "Associated Costs" section) require receipts unless specified otherwise.

The DE reserves the right to request receipts as necessary to: (1) validate any expense claim and (2) adjust reimbursable rates and policies for in-state and out-of-state travel in order to remain in compliance with DAS State Accounting Policy and/or Iowa Code. Proper notice of changes, if applicable, will be issued unilaterally to vendors.

ITEMIZED INVOICE: Contracting party must submit an original, detailed invoice with original signature(s).

INTELLECTUAL PROPERTY RIGHTS (IP): All Intellectual Property Rights to materials, documents, and data or any other tangible/intangible designed and/or developed under direct funding from this project shall be the sole property of the DE.

GOVERNING LAWS: This contract shall be governed by the laws of the State of Iowa.

MONITORING: Progress and performance will be monitored and reviewed by the DE on a schedule determined by the DE in collaboration with the Vendor.

TERMINATION: This contract may be terminated by either party upon ten (10) days written notice.

NONTRANSFERENCE: Unless otherwise stipulated in this contract, the contracting party shall not transfer any interest in this contract without prior written approval from the Iowa Department of Education.

AMENDMENTS: Requests for an approval of amendments to this agreement must be mutually acceptable and in writing.

INDEMNIFICATION: The contracting party agrees jointly and severally to indemnify and hold the State, its successors and assigns harmless from and against all liability, loss, damage, or expense, including reasonable counsel fees, which the State shall incur by reason of the failure of the contracting party to perform fully and comply with the terms and obligations of this agreement.

AVAILABILITY OF FUNDS: This contract is subject to the anticipated availability of Federal and/or State funds under the program from which it is supported.

ASSURANCE: THE CONTRACTING PARTY, BY SIGNATURE AFFIXED BELOW, ASSURES THE DEPARTMENT THAT SAID CONTRACTING PARTY IS OPERATING IN COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL STATUTES, RULES AND REGULATIONS, INCLUDING CERTIFICATION THE CONTRACTING PARTY AND/OR ITS PRINCIPAL OFFICIALS ARE NOT SUSPENDED OR DISBARRED.

REPRESENTATIONS: VERBAL OR WRITTEN, THAT MAY HAVE BEEN MADE PRIOR TO THE SIGNING OF THIS CONTRACT AND ARE NOT EXPRESSLY STATED IN THE TERMS OF THE CONTRACT, ARE NONBINDING, VOID AND OF NO EFFECT. NEITHER PARTY HAS RELIED ON SUCH PRIOR REPRESENTATIONS WHEN ENTERING INTO THIS CONTRACTUAL AGREEMENT.

Aera Roney
DE CONTACT (Requesting service)
Ann Wile
DE ADMINISTRATION
Ima Zardoya
CONTRACTING AGENCY OR INDIVIDUAL
[Signature]
DE AUTHORIZING SIGNATURE

Consultant
TITLE
Director
TITLE
CEO
TITLE
Chief, Internal Administrative Services
TITLE

10-16-15
DATE
10-16-15
DATE
10/22/15
DATE
10/20/15
DATE

CONTRACTING PARTY: PLEASE SIGN, DATE, AND RETURN AN ORIGINAL COPY TO THE DEPARTMENT. THIS CONTRACT WILL BE VALID WHEN YOU RECEIVE A COPY WITH THE IOWA DEPARTMENT OF EDUCATION'S AUTHORIZING SIGNATURE.

Agreement # 024516

CONTRACTUAL AGREEMENT BETWEEN

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CONTRACTING PARTY - AGENCY OR INDIVIDUAL: NYC Leadership Academy Inc

PERSON TO PERFORM SERVICES: Mary Jo Dunnington

ADDRESS: 45-18 Court Square, 3rd Floor

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BUSINESS CONTACT PERSON: Sarah Stevens

CITY, STATE, ZIP: Long Island City, NY 11101

EMAIL: mdunnington@nycleadershipacademy.org

BUSINESS CONTACT EMAIL: sstevens@nycleadershipacademy.org

DEPARTMENT OF
EDUCATION

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Other \$ (ITEMIZE)

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\$144,500.00 OTHER: (ITEMIZE) See Attached

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FOR DEPARTMENT OF EDUCATION USE ONLY

FUND	DEPT	UNIT	S/ORG	OBJ	PROG	AMOUNT	VENDOR NUMBER
0001	282	2138		2469		\$144,500.00	00003078678
	282					\$0.00	VENDOR DUNS NUMBER
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	282					\$0.00	CFDA NUMBER
TOTAL CONTRACT AMOUNT						\$144,500.00	

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AVAILABILITY OF FUNDS: This contract is subject to the anticipated availability of Federal and/or State funds under the program from which it is supported.

ASSURANCE: THE CONTRACTING PARTY, BY SIGNATURE AFFIXED BELOW, ASSURES THE DEPARTMENT THAT SAID CONTRACTING PARTY IS OPERATING IN COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL STATUTES, RULES AND REGULATIONS, INCLUDING CERTIFICATION THE CONTRACTING PARTY AND/OR ITS PRINCIPAL OFFICIALS ARE NOT SUSPENDED OR DISBARRED.

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Debra Roney
DE CONTACT (Requesting service)

Ryan Ware
DE ADMINISTRATION

CONTRACTING AGENCY OR INDIVIDUAL

DE AUTHORIZING SIGNATURE

Consultant
TITLE

Director
TITLE

TITLE

Chief, Internal Administrative Services

TITLE

10-16-15
DATE

10-16-15
DATE

DATE

DATE

CONTRACTING PARTY: PLEASE SIGN, DATE, AND RETURN AN ORIGINAL COPY TO THE DEPARTMENT. THIS CONTRACT WILL BE VALID WHEN YOU RECEIVE A COPY WITH THE IOWA DEPARTMENT OF EDUCATION'S AUTHORIZING SIGNATURE.

Agreement # **024516**

Exhibit 1



TLC Administrator Support 2015-16

A Proposal to the Iowa Department of Education

Revised September 16, 2015

Executive Summary

The NYC Leadership Academy (NYCLA) is pleased to submit this proposal to the Iowa Department of Education (IDE) to provide continuing support for the statewide professional development launched during summer 2015 to build the capacity of school and district leaders to support the state's new Teacher Leadership and Compensation (TLC) initiative.

Building on our collaboration with IDE and its partners since January 2015 to design and launch the TLC Administrator Support Program, NYCLA proposes providing additional services, outlined on the following pages, between September 2015 and June 2016, with the purpose of supporting Year 1 implementation, program and curriculum refinement in preparation for Year 2 implementation, and the continued development of local capacity to sustain this program over time. All of this work will complement and be integrated with NYCLA's ongoing work with the leadership coach consultants who are currently supporting the Year 1 delivery across Iowa.

1: Professional Development Facilitation and Design Support

NYCLA proposes providing additional remote and in-person support to the IDE program manager and the facilitators who are leading delivery of the summer and school-year professional development sessions. This work will include assisting facilitators in designing and preparing to deliver the three half-day professional development sessions, as well as facilitating reflection on and redesign of curricula used during Year 1 in preparation for Year 2.

Deliverables:

- 1a. School-Year Professional Development Session Design Support (November 2015, February 2016): NYCLA will facilitate two half-day sessions with IDE program manager and program facilitators to reflect on the assessed learning needs of their cohorts and refine the design of the second and third professional development sessions that they will deliver for cohort principals and their leadership teams. At least one of these sessions will take place on site in Iowa (preparation for the first

session will have already taken place in August), and the other session will be facilitated remotely.

1b. Mid-Year Program Check-In (January/February 2016): NYCLA will facilitate a half-day session with all program facilitators and leadership coach consultants at the mid-way point of Year 1 delivery. This session will be an opportunity for the delivery teams across all cohorts to reflect on what is working well, where they are experiencing challenges, and to surface any needs for additional support, program refinement, or other changes to improve or increase the effectiveness and impact of the program.

1c. Summer 2016 Curriculum Revision (March 2016): The NYCLA team will provide 1.5 days of support to revisit the Summer Intensive curriculum and revise based on feedback and learnings from Year 1. This support will be provided remotely (or on site if it can be combined with travel related to another deliverable).

2: Capacity Building Support

NYCLA also proposes a series of deliverables aimed at supporting the IDE TLC Administrator Support Program manager in her role overseeing the implementation of the program across both delivery channels and across the state. The intent is to ensure the program manager feels fully confident in her ability to oversee and maintain the quality of implementation beyond Year 1. The support will include a combination of capacity-building activities that NYCLA has found to be valuable in other engagements, as well as support that is responsive to the self-identified needs of the program manager.

Deliverables:

2a. Facilitator Agenda Review (September 2015, December 2015, March 2016): In preparation for delivery for each cohort of the three professional development sessions during the 2015-16 school year, NYCLA will support the IDE program manager in reviewing and providing feedback to the facilitators on their facilitator agendas. As facilitators will be responsible for tailoring their session agendas based on the assessed needs of their cohorts, the IDE program manager will manage overall quality and program coherence by requiring facilitators to submit their agendas for review. NYCLA staff will review the agendas and meet with the

program manager remotely to share suggestions and feedback that she can use to inform her communication with the facilitators.

2b. Facilitation Observations and Feedback (October 2015): A NYCLA lead facilitator will conduct co-observations of the first professional development session with the IDE program manager. We propose co-observation of two different facilitators, after which the NYCLA facilitator will debrief with the facilitators and model giving them feedback on their facilitation. The NYCLA facilitator will also serve as a thought partner to the IDE program manager to help her hone her ability to assess and give feedback on facilitation.

2c. Program Scaling Planning Support (November 2015): We propose facilitating an in-person, half-day session with the TLC Administrator Advisory Group to review and plan for program expansion in Year 2. In addition to reflecting on Year 1 roll and out delivery to date, issues for consideration may include whether to continue delivery through both the state and district models, how to market the program to the next group of districts, and whether additional coaches and or facilitators will need to be identified to serve the next group of schools.

2d. Technical Support (ongoing): We propose providing the IDE program manager with weekly remote support, as well as two in-person meetings throughout the 2015-16 school year. The focus of this support will be driven by emerging programmatic issues and self-identified needs of the program manager, and will provide time for thought partnership, program trouble-shooting, and ongoing capacity building intended to benefit the program manager and her ability to sustain the program.

3: Training Additional Local Coaches and Facilitators

Based on the likelihood that additional leadership coach consultants and facilitators will need to be identified to support program delivery – through the state and/or district channels – during Year 2, NYCLA also proposes providing IDE additional assistance in identifying and training these individuals.

Deliverables:

3a. Leadership Coach Selection (February 2016): NYCLA will provide up to two days of on-site support to IDE program staff around the interviewing and selection of additional leadership coaching consultants who will provide state-supported coaching for Year 2 cohorts.

3b. Facilitative, Competency-Based (FCB) Coach Training I (March 2016): NYCLA will deliver its foundational 1.5-day training for up to 15 newly hired leadership coaches in Iowa (see original proposal for full description of training).

3c. Access to NYCLA's Online Coaching Modules (March 2016): NYCLA will provide newly selected leadership coaches with one year's access to our Online Coaching Modules. Described fully in our original proposal, these modules supplement the in-person coach development work we offer, and provide an on-demand resources for leadership coaches as they begin their work with school leaders.

3d. Year 2 Summer Institute Preparation Workshop (April 2016): Building on a similar training NYCLA designed to prepare facilitators and coaches for Year 1 delivery, NYCLA will co-deliver (alongside the IDE program manager and Year 1 facilitators) a two-day workshop to ready all facilitators and leadership coaches who will be involved in Year 2 delivery for the 2016 Summer Institutes. The workshop will help first-time facilitators and coaches become familiar with the program and summer curriculum, while refreshing returning personnel and familiarizing them with curricular revisions.

3e. Facilitation Training (May 2016): To round out the skills of any newly identified facilitators, NYCLA will provide 2.5 days of its signature Facilitation Training at our offices in New York for up to four new facilitators from Iowa. This training will be provided as part of a multi-client session we offer each spring.

4: Program Evaluation

As a final component of the 2015-16 work we are proposing, NYCLA's Research & Evaluation team will provide IDE with assistance in developing an evaluation plan for the TLC Administrator Support Program and in assessing the various program components during Year 1.

Deliverables:

4a. Logic Model/Evaluation Plan Development (August 2015 and May 2016):

Building on a meeting with the TLC Administrator Advisory Group in Iowa in August, we propose further assisting in the development of a logic model for the program that will articulate expected short- and long-term outcomes of the program, as well as a plan for formative and summative evaluation. NYCLA will help IDE consider issues such as ownership of the evaluation plan, types and sources of data that can be accessed to inform evaluation, and how data will be collected as the program is scaled into Years 2 and 3. NYCLA will provide IDE with documentation of the logic model and the plan as discussed, as well as technical assistance during the school year to support IDE in this work. As a follow up, NYCLA will facilitate a second meeting with IDE representatives and its partners in May 2016 to review the logic model and evaluation work and make any adjustments going into Year 2.

4b. Formative Program Assessment Surveys and Analysis: NYCLA's Research and Evaluation team will design and administer formative surveys and produce the following summary reports:

- Principal Satisfaction (surveys to be administered at the end of each delivery: summer, school-year workshops, and coaching)
- Coach and Facilitator Satisfaction (surveys to be administered after the 2015 summer training, at mid-year, and at end of year to measure overall satisfaction with support they received in delivering this program)
- District Leadership Satisfaction (administered at end of program year to assess satisfaction with overall program)

Proposed Calendar

Note: Dates subject to adjustment based on scheduling with IDE. Deliverables shaded gray represent activities NYCLA is already providing through our existing contract with IDE.

Meeting	Length	Participants	Purpose
August 2015			
Summer Institute Debrief	5 day	All coaches and facilitators	Capture reflections and feedback on Summer Institute and inform how program will proceed
Design of PD #1	5 day	Facilitators	Help facilitators prepare and refine agenda based on cohort needs
Logic Model/ Evaluation Plan Development	3 hours (+1 hour of follow-up)	TLC Admin Advisory Group/NYCLA	Facilitate development of a program logic model and evaluation plan with IDE and partners.
September 2015			
Coach Shadowing in NYC for Lead Coaches: Norming of Coach Feedback and Design of Coach PD #1	2 days	NYCLA/Lora	Norming of coach feedback and design .5 day of training for all coaches
October 2015			
Coach Shadowing support	2 days	NYCLA/Lora	NYCLA accompanies leads observations of coaches to assess practice and model and support observation/feedback
Co-Delivery of Coach PD Session	.5 day	NYCLA/Lora	
Monthly Coach Check-Ins	1 hour per coach	NYCLA/Lora	
Leadership Behavior Survey administration		NYCLA/Lora	
PD #1 Facilitator Agenda Review	2 hours	Lora/NYCLA team	Provide support to Lora in reviewing and preparing feedback to facilitators re the customization of their PD #1 agendas
November 2015			
PD Session Observations	2 days	Lora/NYCLA	Provide capacity-building support to Lora through co-observation of two different .5-day PD sessions and modeling feedback to facilitators
Design of PD #2	.5 day	Facilitators	Help facilitators reflect on previous session and refine agenda based on cohort needs
Program Scaling/Year 2 Planning	.5 day	TLC Admin Advisory Group	Help IDE and partners think through how to expand reach in Year 2

Coach Shadowing	.5 day per coach	NYCLA/Lora	
December 2015			
PD #2 Facilitator Agenda Review	2 hours	Lora/NYCLA team	Provide support to Lora in reviewing and preparing feedback to facilitators re the customization of their PD #2 agendas
Co-design of FCB 2 training	1 day	NYCLA/Lora	
January 2016			
Coach Shadowing	.5 day per coach	NYCLA/Lora	
Co-delivery of FCB 2 training for all coaches	1.5 days	NYCLA/Lora	
Coach Shadowing support	2 days	NYCLA/Lora	NYCLA accompanies lead coaches on observations of 2 coaches to model and support observation/feedback
Mid-Year Check In	.5 day	All coaches and facilitators	
Design of PD #3	.5 day	Facilitators	Help facilitators reflect on previous session and refine agenda based on cohort needs
February 2016			
Co-Design of Coach PD Session	.5 day	NYCLA/Lora	
Co-Delivery of Coach PD Session	.5 day	NYCLA/Lora	Focus on preparation for retreat facilitation
New coach selection	2 days	IDE/NYCLA	Interviews for any new coaches to be hired for 2016-17 delivery
March 2016			
Summer 2016 curriculum revision	1.5 days	Facilitators	
FCB 1	1.5 days	Newly hired coaches for 2016-17 program	
PD #3 Facilitator Agenda Review	2 hours	Lora/NYCLA team	Provide support to Lora in reviewing and preparing feedback to facilitators re the customization of their PD #2 agendas
Coach Shadowing	.5 day per coach	NYCLA/Lora	

April 2016			
Summer Institute Prep	2 days	New facilitators and coaches	Prepare new facilitators and coaches to deliver summer training; co-facilitated with Lora and existing facilitators
Technical Assistance	.5 day	Lora/Sarah	One of two half-day planning and support sessions with Lora around overall program management
Co-Design of Coach PD Session	.5 day	NYCLA/Lora	
Delivery of Coach PD Session	.5 day	Lora/ NYCLA	
May 2016			
Facilitator Training	2.5 days	New facilitators	
Coach Shadowing	.5 day per coach	NYCLA/Lora	
Leadership Behavior Survey administration		NYCLA/Lora/coaches	
Ongoing			
Technical support	Weekly calls	Lora/Sarah	
Program assessment support			NYCLA team will develop and administer surveys and synthesize results throughout year
Biweekly calls with lead coaches	2 hours per month in fall; 1 hour per month in spring	NYCLA/Lora	
Monthly calls with coaches	1 hour per month per coach	Lora/NYCLA/all coaches	

Cost of Services

The cost of the services outlined in this proposal are as follows:

<u>Work</u>	<u>Cost</u>
Facilitation and Design Support	\$43,000
Capacity Building	\$28,500
Local Coach and Facilitator Training	\$43,000
Program Evaluation	\$29,000
TOTAL	\$144,500

Please note that the cost for space and other needs, such as technology access, during meetings held in Iowa is not included in this proposal. In addition, proposed costs do not include travel expenses for Iowa-based personnel.

Proposed Case Study: Iowa TLC Administrator Support Program

As part of this proposal, NYCLA also seeks IDE's agreement and willingness to participate in the development of a case study of the work.

Ultimately, for NYCLA, building sustainable, high-quality leadership development is about building the capacity to change practice of school leaders and also of those overseeing training and development programs for principals. Our approach to measuring and monitoring impact is twofold: we participate in and seek support for conducting third-party evaluations; and our own Research, Evaluation and Impact department employs formative and summative evaluation methods for collecting data on each of our client engagements.

With regard to third party evaluations, NYCLA has been involved in an New York University Institute for Education and Social Policy study, which measured NYCLA's NYC DOE Aspiring Principals Program participants' student achievement impact under the participants' new leadership; and is currently involved in a RAND study associated with a paired principal/assistant principal teaming model – supported through the U.S. Department of Education's Investing in Innovation program – and an AIR study designed

to compare various elements of leadership development programs from across the country.

On the in-house side, one important method NYCLA uses to gather rich, up-close, in-depth data to examine a specific client engagement is the case study. Case studies allow us – through observation, interviews, focus groups, and existing client descriptive data or collateral – to understand and describe the local context and its unique elements. NYCLA develops case studies when we think the client engagement provides strategic importance to our work and would be beneficial to the client and to the field. Through case studies, we assess the ways in which leadership development was conceived, delivered, and evolved and identify the unique characteristics that can inform the client, the engagement, and leadership development approaches going forward.

We would like to pursue a case study of the Iowa work because of the statewide implementation of leadership development, the role leadership development plays in the state's education improvement agenda, and the state's attention to capacity building and sustainability.

We are requesting IDE's agreement to allow us to develop this case study, including access to information gathering through interview, surveys, observation, focus groups, and data collection of existing collateral, and to review of data collected by IDE as part of its summative evaluation efforts of the initiative.

Iowa Department of Education Amendment # 1

Contracting Agency/Individual: NYC Leadership Academy Inc.

Current Operational Period: Start Date: November 1, 2015 End Date: June 30, 2016

Current Budgeted Amount: \$ 144,500.00

Reason for Amendment (check all that apply): ☐ Work Scope ☐ Budget Amount ☐ End Date

Detailed description of any new activities being added to work scope: (attach additional pages if needed)

New End Date requested:

New Budget Amount requested: \$ 144,500.00

Justification for amendment request: (indicate any changes in funding source(s), attach new budget if needed, attach additional pages if needed)

Changing the funding source from Teacher Leadersip Technical Assistance to Administrator Mentoring/Coaching.


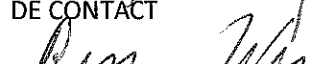
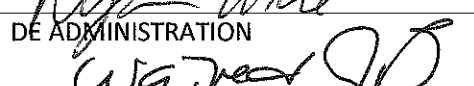
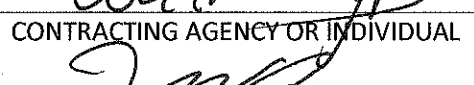
COMPENSATION:

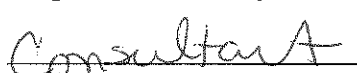

Original Contract Amount: \$ 144,500.00
 Amendment Amount: \$ _____
 Revised Contract TOTAL: \$ 144,500.00

For Internal Purposes Only:

FUND	DEPT	UNIT	S/ORG	OBJ	PROG	AMOUNT
0001	282	W020		2469		\$ 144,500.00
	282					\$
	282					\$
Total						\$ 144,500.00

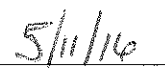

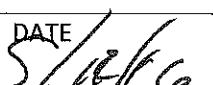
Authorization for Amendment Request (Signature indicates agreement to carry out terms of agreement as amended):


 DE CONTACT

 DE ADMINISTRATION

 CONTRACTING AGENCY OR INDIVIDUAL

 DE AUTHORIZING SIGNATURE


 TITLE

 TITLE

 TITLE
 Chief, Internal Administrative Services

 TITLE


 DATE

 DATE

 DATE

CONTRACTUAL AGREEMENT BETWEEN

STATE OF IOWA, IOWA DEPARTMENT OF EDUCATION (DE), Division of Policy & Communications
 Grimes State Office Building, 400 East 14th Street, Des Moines, IA 50319-0146
 Department Contact Person: Lora Rasey/Carol Ross Phone: (515) 281-6719

RECEIVED

JAN 03 2015

DEPARTMENT OF
EDUCATION

AND

CONTRACTING PARTY - AGENCY OR INDIVIDUAL: NYC Leadership Academy Inc

PERSON TO PERFORM SERVICES:

ADDRESS: 45-18 Court Square, 3rd Floor

CITY, STATE, ZIP: Long Island City, NY 11101

PHONE: 718-752-7365

EMAIL:

BUSINESS CONTACT PERSON: Irma Zardoya

BUSINESS CONTACT EMAIL: izardoya@nycleadershipacademy.org

THE DEPARTMENT WILL COMPENSATE FOR THE FOLLOWING SERVICES RENDERED BY THE CONTRACTING PARTY:

(DESCRIPTION OF SERVICES): Design a statewide professional development initiative to build the capacity of school and district administrative leaders to support the state's Teacher Leadership and Compensation (TLC) initiative. See Attached Documentation.

THE DEPARTMENT WILL MONITOR AND REVIEW THE PERFORMANCE OF THE CONTRACTING PARTY USING THE FOLLOWING MEASURES: **(PERFORMANCE MEASURES):** See Attached Documentation

CONTRACT PERIOD: Service Begins: January 5, 2015 Service Ends: December 30, 2015

COMPENSATION: As indicated and in accordance with the stated terms below.

\$260,000.00 Contract is for actual costs estimated as itemized below under the "Associated Costs" section.

\$0.00 Contract is for a specified fee for a max of (Number) (Units) at \$ per (Unit).

\$260,000.00 **CONTRACT IS NOT TO EXCEED AMOUNT SHOWN ON THIS LINE**

ASSOCIATED COSTS: Only the items designated are covered; required documentation is indicated under the "Other Conditions/ Requirements" section. A budget shall be submitted. (Estimated costs shown)

\$0.00 TRAVEL: FROM TO AND RETURN via means and for the amounts shown:

Air Coach \$ Auto \$ (\$0.39/mile) Taxi \$ Parking \$

Other \$ (ITEMIZE)

NOTE: ALL OUT-OF-STATE TRAVEL (from Iowa to another state) MUST BE APPROVED BY THE DEPARTMENT PRIOR TO ANY TRAVEL ARRANGEMENTS BEING MADE OR TRAVEL OCCURRING.

\$0.00 MEALS: Actual and necessary; not to exceed the following amounts and rates:

Breakfast: @ \$ ea Lunch: @ \$ ea Dinner: @ \$ ea

****Vendor must leave home before 6:00am to claim breakfast; and must return home after 7:00pm to claim dinner.**

Reimbursement shall be per state established guidelines unless otherwise noted above: Breakfast \$8/Lunch \$12

(unless provided)/Dinner \$23. Alcohol is not a reimbursable expense.

\$0.00 LODGING: Number of nights , not to exceed \$ per night, plus tax of \$

\$260,000.00 OTHER: (ITEMIZE) See Attached Documentation

CLAIM/PAYMENT PROVISIONS:

- 1) UPON ACCEPTANCE OF DELIVERABLES (AS STATED) BY THE DE; AND
- 2) ITEMIZED INVOICE FOR ACTUAL EXPENSES INCURRED.
- 3) ALL CLAIMS MUST BE SUBMITTED WITHIN THIRTY (30) DAYS OF PERFORMING SERVICES.

Payment requests should be submitted to the attention of: Carol Ross, Internal Administrative Services, Iowa Department of Education, Grimes State Office Building, 400 East 14th Street, Des Moines, IA 50319-0146

FOR DEPARTMENT OF EDUCATION USE ONLY

FUND	DEPT	UNIT	S/ORG	OBJ	PROG	AMOUNT	VENDOR NUMBER
0001	282	W020		2469		\$260,000.00	00003078678
	282					\$0.00	VENDOR DUNS NUMBER
	282					\$0.00	
	282					\$0.00	
TOTAL CONTRACT AMOUNT						\$260,000.00	CFDA NUMBER

OTHER CONDITIONS/REQUIREMENTS: Unless otherwise stipulated, the rates and requirements listed below shall apply:

Reimbursement shall be limited to the State of Iowa reimbursement rates.

Mileage Reimbursement: \$0.39 per mile.

Lodging and Meal Reimbursement rates: as designated under "Associated Costs" section.

Receipts: Must be submitted with a signed claim when the contract is with an individual. Legible itemized receipts are required for Travel, Lodging (must show a \$0 balance), and other reimbursable expenses, excluding meals. Credit card receipts are not acceptable.

The following expenses are specifically referenced:

TRAVEL: Air coach, taxi fares, related parking fees and car rental.

MEALS: Detailed itemized expense log listing each meal with dates, times, and amounts noted.

LODGING: Reimbursement approved only for those residing outside the designated meeting site. Lodging must be outside the contracting party's domicile.

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The DE reserves the right to request receipts as necessary to: (1) validate any expense claim and (2) adjust reimbursable rates and policies for in-state and out-of-state travel in order to remain in compliance with DAS State Accounting Policy and/or Iowa Code. Proper notice of changes, if applicable, will be issued unilaterally to vendors.

ITEMIZED INVOICE: Contracting party must submit an original, detailed invoice with original signature(s).

INTELLECTUAL PROPERTY RIGHTS (IP): All Intellectual Property Rights to materials, documents, and data or any other tangible/intangible designed and/or developed under direct funding from this project shall be the sole property of the DE.

"Exhibit 1 provides further clarification of agreement around ownership of intellectual property per this contract."
GOVERNING LAWS: This contract shall be governed by the laws of the State of Iowa.

TERMINATION: This contract may be terminated by either party upon ten (10) days written notice.

NONTRANSFERENCE: Unless otherwise stipulated in this contract, the contracting party shall not transfer any interest in this contract without prior written approval from the Iowa Department of Education.

AMENDMENTS: Requests for an approval of amendments to this agreement must be mutually acceptable and in writing.

INDEMNIFICATION: The contracting party agrees jointly and severally to indemnify and hold the State, its successors and assigns harmless from and against all liability, loss, damage, or expense, including reasonable counsel fees, which the State shall incur by reason of the failure of the contracting party to perform fully and comply with the terms and obligations of this agreement.

AVAILABILITY OF FUNDS: This contract is subject to the anticipated availability of Federal and/or State funds under the program from which it is supported.

ASSURANCE: THE CONTRACTING PARTY, BY SIGNATURE AFFIXED BELOW, ASSURES THE DEPARTMENT THAT SAID CONTRACTING PARTY IS OPERATING IN COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL STATUTES, RULES AND REGULATIONS, INCLUDING CERTIFICATION THE CONTRACTING PARTY AND/OR ITS PRINCIPAL OFFICIALS ARE NOT SUSPENDED OR DISBARRED.

REPRESENTATIONS: VERBAL OR WRITTEN, THAT MAY HAVE BEEN MADE PRIOR TO THE SIGNING OF THIS CONTRACT AND ARE NOT EXPRESSLY STATED IN THE TERMS OF THE CONTRACT, ARE NONBINDING, VOID AND OF NO EFFECT. NEITHER PARTY HAS RELIED ON SUCH PRIOR REPRESENTATIONS WHEN ENTERING INTO THIS CONTRACTUAL AGREEMENT.

Lora Roney
DE CONTACT (Requesting service)

Ryan Wini
DE ADMINISTRATION

Anna Zudaya
CONTRACTING AGENCY OR INDIVIDUAL

[Signature]
DE AUTHORIZING SIGNATURE

Ed. Consultant
TITLE

Deputy Director
TITLE

CEO
TITLE

Chief, Internal Administrative Services
TITLE

01-06-15
DATE

01/06/15
DATE

1-13-15
DATE

1/15/15
DATE

CONTRACTING PARTY: PLEASE SIGN, DATE, AND RETURN AN ORIGINAL COPY TO THE DEPARTMENT. THIS CONTRACT WILL BE VALID WHEN YOU RECEIVE A COPY WITH THE IOWA DEPARTMENT OF EDUCATION'S AUTHORIZING SIGNATURE.

Agreement # 029715

CONTRACTUAL AGREEMENT BETWEEN

STATE OF IOWA, IOWA DEPARTMENT OF EDUCATION (DE), Division of Policy & Communications
 Grimes State Office Building, 400 East 14th Street, Des Moines, IA 50319-0146
 Department Contact Person: Lora Rasey/Carol Ross Phone: (515) 281-6719

RECEIVED

JAN 08 2015

AND

CONTRACTING PARTY - AGENCY OR INDIVIDUAL: NYC Leadership Academy Inc
 PERSON TO PERFORM SERVICES:

DEPARTMENT OF
EDUCATION

ADDRESS: 45-18 Court Square, 3rd Floor
 PHONE: 718-752-7365

CITY, STATE, ZIP: Long Island City, NY 11101
 EMAIL:

BUSINESS CONTACT PERSON: Irma Zardoya

BUSINESS CONTACT EMAIL: izardoya@nycleadershipacademy.org

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FOR DEPARTMENT OF EDUCATION USE ONLY							VENDOR NUMBER
FUND	DEPT	UNIT	S/ORG	OBJ	PROG	AMOUNT	
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Lora Rasey
DE CONTACT (Requesting service)

Ryan Ware
DE ADMINISTRATION

Ed. Consultant
TITLE

Deputy Director
TITLE

01-06-15
DATE

01/06/15
DATE

CONTRACTING AGENCY OR INDIVIDUAL

TITLE

DATE

DE AUTHORIZING SIGNATURE

Chief, Internal Administrative Services
TITLE

DATE

CONTRACTING PARTY: PLEASE SIGN, DATE, AND RETURN AN ORIGINAL COPY TO THE DEPARTMENT. THIS CONTRACT WILL BE VALID WHEN YOU RECEIVE A COPY WITH THE IOWA DEPARTMENT OF EDUCATION'S AUTHORIZING SIGNATURE.

Agreement # **029715**

Exhibit 1

CONFIDENTIALITY/OWNERSHIP. The VENDOR agrees that all financial, statistical or proprietary information provided by an Iowa school district or the Iowa Department of Education (IDOE) or any information that the VENDOR may acquire, directly or indirectly, if any, which relates to the an Iowa school district or the IDOE will be kept confidential and not used by or released to any third party or parties without the prior written consent of the IDOE. The VENDOR further agrees that any written material, (e.g., report, study, etc.), developed for the IDOE under this contract, excluding any materials previously developed and copyrighted by the VENDOR, shall be property of the IDOE, and the IDOE shall be entitled to obtain copyrights or any similar such protection for any deliverables furnished by the VENDOR under the terms of this Agreement, and that any such materials be considered a "work-for-hire." The VENDOR hereby grants the IDOE a nonexclusive, perpetual, worldwide, royalty-free license to use the VENDOR'S IP in connection with any work developed for and delivered to the IDOE.

In the course of VENDOR'S work pursuant to this Agreement, and in addition to the license to the IDOE of VENDOR IP, VENDOR may provide the IDOE with certain custom content that supports or is incorporated into the final version of any deliverable provided in this Agreement ("Custom Content"). While VENDOR agrees not to make use of a final deliverable provided to the IDOE without the IDOE prior approval, the IDOE hereby grants to VENDOR a non-exclusive, perpetual, worldwide, royalty-free license to use, modify, copy, distribute, translate, create derivative works of, make, sublicense and otherwise exploit the Custom Content, including information, materials, data, research, curriculum, recommendations, analysis, proposals, ideas, suggestions, plans, creative content, and copyrighted materials incorporated therein, in any form or medium.



Irma Zardoya, CEO
NYC Leadership Academy
45-18 Court Square, 3rd Floor
Long Island City, NY 11101

November 24, 2014

Ryan Wise, Issuing Officer
Iowa Department of Education
Grimes State Office Building
400 East 14th Street
Des Moines, IA 50319-0146

Re: Request for Proposal Number ED-RW279-01

Dear Mr. Wise,

The NYC Leadership Academy is pleased to offer this proposal in response to RFP ED-RW279-01.

We acknowledge the receipt of Questions and Answers provided for this proposal issued on November 7, 2014 and updated on November 19, 2014.

Sincerely,

Irma Zardoya
President & Chief Executive Officer
E: izardoya@nycleadershipacademy.org
P: (718) 752-7365
F: (718) 752-7440



Building a TLC Administrator Support System

A Proposal to the Iowa Department of Education

November 25, 2014



Table of Contents

Executive Summary	2
Service Requirements	6
Background Information	22
Experience	24
Personnel	26
Financial Information	27
Terminations, Litigation, Debarment.....	28
Acceptance of Terms and Conditions.....	28
Firm Proposal Terms.....	28
Appendix	29



Executive Summary

The NYC Leadership Academy (NYCLA) is pleased to submit this proposal to the Iowa Department of Education (DE) in response to RFP ED-RW279-01 for the design of a statewide professional development initiative to build the capacity of school and district leaders to support the state's new Teacher Leadership and Compensation (TLC) initiative. We are enthusiastic about this opportunity to support Iowa's TLC work, and agree to the terms/conditions of the RFP and proposed contract.

As an organization with deep expertise in designing and delivering standards-based training and coaching for school leaders, we have strong beliefs about what meaningful professional development is. These beliefs, which are grounded in research and supported by our experience working with more than 40 clients across 26 states, include the following:

- Effective professional development is job-embedded and relevant to the work that school and district leaders need to do on behalf of schools and students; this includes the need for it to be contextually relevant to local district needs and priorities.
- In order to result in real behavioral changes, professional development needs to be intensive and sustained over enough time to enable school and district leaders to push beyond their comfort zones, to practice new behaviors, and to engage in guided reflection on their learning.
- Improving schools and student outcomes is not the job of a single person, thus professional development that supports and builds *leadership systems* (within schools and within districts) is particularly powerful; such professional development builds capacity around teaming and collaboration and builds leaders' systems thinking skills in order to align efforts and leverage others' skillsets on behalf of school change and student learning.

With these beliefs in mind, NYCLA proposes working with the Iowa DE between January and June 2014 to design a comprehensive, year-long professional development program that will focus on building principal capacity to develop and facilitate distributed leadership in their schools, namely by supporting and leveraging teacher leaders as part of their leadership teams. Leveraging successful school leadership team-focused



professional development that we have designed and delivered over the past three years in Rhode Island as part of a Race to the Top-funded initiative to support school turnaround, we propose designing a locally contextualized program for Iowa that will include a week-long summer training, ongoing workshops through the school year, and leadership coaching that will support the growth of school leaders and their leadership teams. Given the DE's desire for a program that will serve districts statewide – and for a program that can be sustained over time – our proposal also includes working with the DE and its partners to design an implementation plan for the program and to train Iowa-based facilitators and coaches to deliver the work starting in summer 2015 and continuing through the 2015-16 school year.

NYCLA's core mission is to develop and support effective school leaders who transform schools and improve outcomes for all students. Launched in 2003 to provide aspiring principal preparation and support for the NYC Department of Education (NYCDOE), NYCLA continues to be the largest provider of aspiring and sitting school leader professional development for the NYCDOE; to date we have coached and trained more than 1,600 NYCDOE principals. NYCLA also delivers high-quality strategic school leadership consulting and training nationally based on the needs of clients. We work with our partners in both short- and long-term engagements to address a range of areas critical to developing high-quality school leadership.

NYCLA has been selected as a partner by national organizations working to advance the field of school leadership. NYCLA has repeatedly been chosen by The Wallace Foundation as a lead partner for its national school leadership work. The George W. Bush Institute selected NYCLA to lead a national initiative to define best practice in aspiring principal residency programs, and recently chose NYCLA to be the focus of a study of the impact of principal preparation programs, based on our track record of placing principals in schools, maintaining partnerships with K–12 districts, teaching candidates through experiential learning, and using data to improve continuously.

Rather than offering a series of pre-designed, off-the-shelf workshops for Iowa school and district leaders, we are proposing to develop a system of professional development that will be designed specifically to meet Iowa's needs, districts' needs, and individual principals' needs – and to work with local stakeholders to identify and train training

facilitators and leadership coaches who can deploy the program statewide. Consistent with our preferred consulting approach, in which we focus on building local capacity to design, deliver, and sustain effective school leadership professional development, we believe this proposal represents an opportunity for the DE to invest in the development of a robust program that will build local school leadership development capacity statewide, support the efficacy of the TLC initiative, and result in immediate changes in schools. And while we would welcome the opportunity to support the implementation of this program if additional funding is available beyond June 2015, we feel the work we are proposing would be sufficient to prepare local teams to deliver the program effectively for school leaders and their teams.

In terms of the training design, the professional development program that we propose to develop for Iowa focuses on helping school leaders mobilize, facilitate and lead teams, with an emphasis on honing and implementing school-based TLC plans. We believe this is a particularly powerful way to approach the work of supporting teacher leaders, as it will engage school and district leaders and teacher leaders in collaborative conversations about school needs and plans for strengthening instructional practice, and it will develop teaming and distributed leadership skills across the board – skills that both principals and teacher leaders will carry with them through their careers. This approach will also ensure that it will be relevant to schools and leadership teams at different stages of TLC implementation; schools that are farther along in rolling out the TLC work will not be bored by rehashing concepts they've already begun to implement, and schools that have not yet begun this work will be able to start strong.

Our proposal includes four major components:

- **A statewide stakeholder engagement process**, which will include focus groups and interviews with local district and school leaders and teacher leaders, in order to surface issues and needs – and potential partners – that will inform the program design
- **Strategic program design assistance**, during which NYCLA will work with the DE and other stakeholders to develop a plan for statewide implementation of the professional development program and establish partnerships that will support this implementation



- **Curriculum design**, including development of curriculum for a one-week summer training and three school-year workshops, as well as integration with our leadership coaching model
- **Training of local facilitators and coaches** to implement the program starting in July 2015.

Just as implementing the TLC work is in itself a change process, so too is the cycle of professional development we are offering to design. Rather than existing as a point-in-time, isolated workshop that principals can walk away from and never think about again, this program and curriculum would be designed to engage principals and district administrators – alongside the teacher leaders they are being called to invest in – in the process of changing culture throughout the summer and school year. This deep work, engaged in through the summer institute, school year workshops, and ongoing coaching, will allow principals to explore the tension between their vision of leveraging teacher leadership for school improvement and the daily reality of working in their schools.

Ultimately, the system of professional development that we propose designing here will be aimed to help administrators maximize the potential of the work of teacher leaders for the sake of driving positive outcomes in student achievement. We believe that the work of helping adults in school leadership roles work together on behalf of driving change and increasing student achievement takes more than delivering three or four canned workshops over six months. We believe that it requires a thoughtful curriculum design based in a deep knowledge of how adults learn best; a thorough understanding of context, including political, social, and educational factors; the ability to push school leaders' thinking; and the expertise to teach adults how to build teams that can be far more effective than individuals acting in isolation. All of these elements are strengths that NYCLA brings to bear with our team of experienced, knowledgeable staff.



Service Requirements

NYC Leadership Academy (NYCLA) is eager to support the Iowa Department of Education (DE) in its efforts to support administrators in implementing Teacher Leadership and Compensation (TLC) plans. Based on best practices and the latest research in leadership development, NYCLA is uniquely positioned to partner with the Iowa DE to design a cohesive professional development program for principals and administrators and to build local capacity to deliver and carry forward this work, and we are confident that we meet the service requirements outlined in the RFP.

NYCLA's Approach to Leadership Development

NYCLA's innovative leadership development model drives our approach to program design. Its key elements include:

- **Experiential Learning:** Drawing on adult learning theories and research, NYCLA programs engage participants in authentic work and job-embedded learning.
- **Standards-Based Alignment:** Clear leadership performance standards guide program and curriculum design.
- **Context-Specific Development:** Programs are aligned to the goals, policies and initiatives of the local school system.
- **Teaming:** Because teamwork is an essential element of school improvement, NYCLA programs use teaming to further participant learning and growth.
- **Accountable Practice:** NYCLAs hold both program participants and its staff accountable for achieving standards and expectations of leadership performance.
- **Ongoing Improvement through Evaluation/Feedback:** With a commitment to organizational learning, NYCLA continually assesses and improves its programs through summative and formative evaluations and external research studies.

NYCLA's approach to leadership development builds on research-based theories of adult learning (see, for example, Drago-Severson, E. 2004; Fink, L. D. 1999; Lieb, S. 1991; Vygotsky, L. 1978; Zemke, S. & R. 1984; Donovan, M., Bransford, J. D., & Pellegrino, J.

1999). These theories, all of which support the use of problem-based and action learning, suggest that school leaders are more likely to learn at a more accelerated pace when:

- 1) the learning environment activates and builds on their prior knowledge while providing significant opportunities to construct and acquire new knowledge,
- 2) the learning environment requires immediate application of new knowledge, and
- 3) the new knowledge is relevant to an authentic context in which it will be used (Bridges and Hallinger 1995, p. 5).

All of our programs, therefore, use problem-based and action learning methodologies, placing participants in simulated and/or actual leadership situations, with all of the information, data systems, regulations, and constraints that govern the work of school leaders. Coaching and school leader support is an important component of NYCLA programs, enabling school leaders to reach their full potential (Moore, 2006; Reeves & Ellison, 2009; and Spiro et al. 2007, Turnbull, Riley, and MacFarlane, 2013).

Proposed Program Design

NYCLA proposes consulting with the Iowa DE to design a cohesive, strategic program that will include a three-pronged approach to professional development to help administrators support TLC: a summer institute for principals and small teams of teacher leaders; three school-year workshops for the same teams; and principal coaching. NYCLA will also work with the DE to identify and build the capacity of facilitators and coaches to deliver the program beginning in July 2015. NYCLA's customized approach to curriculum design will support the following outcomes:

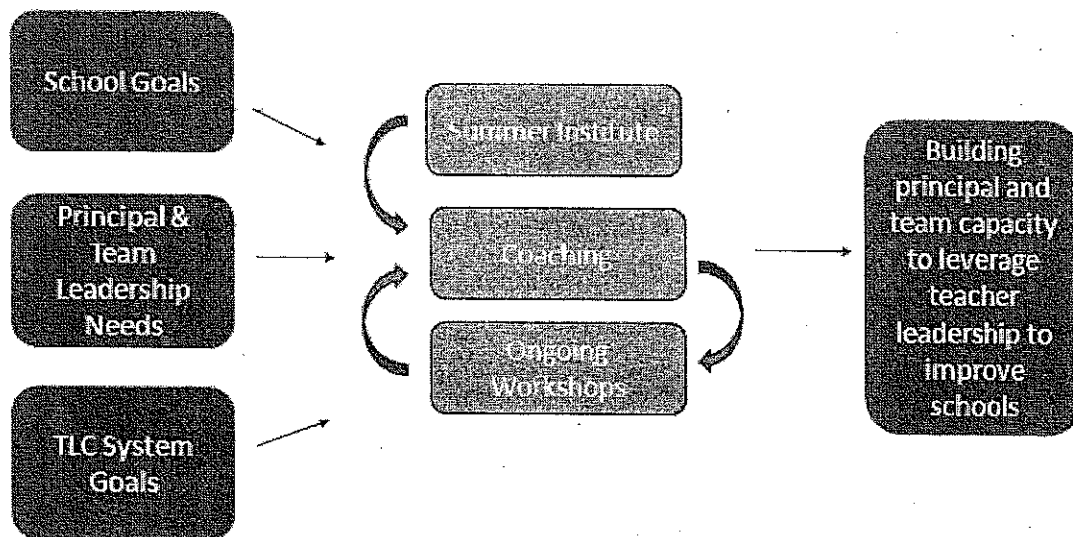
- Tailoring to Iowa's specific needs—and the needs of TLC districts throughout the state—will ensure maximum relevance of learning.
- Allowing principals and teacher teams to learn together and to complete authentic work during the summer institute and school-year workshops will enable them to develop stronger professional relationships.
- Drawing on adult learning research, local facilitators will be trained to embed meta-cognitive connections during the PD sessions, stepping back from the work they are doing with the group to unpack how the strategies they are using can be

used by principals and teams to work more effectively with teacher leaders in their schools.

- Training local facilitators and coaches in our approach to the work will build deep skill sets and knowledge bases that will enable local staff to invest in the learning of administrators and teachers in Iowa long after NYCLA's engagement has ended.

NYCLA's curriculum design will be carefully aligned to the TLC System Framework for Learning Supports (as shown in the content map in the Appendix) and to the local Iowa context. In addition, curriculum will be impacted by school-specific goals and the overarching goals of the TLC System, as well as by learning needs of principals and their teams. Feedback loops between facilitators and coaches on where principals and teams are struggling and where they are strong will strengthen the targeted nature of facilitators' and coaches' interventions.

The program and curriculum design will target the state's ultimate purpose for this work: to support principals to develop a vision for school improvement with teacher leadership as a primary point of leverage.



To achieve the state's purpose in this work, we propose that NYCLA's work with the Iowa DE be comprised of four phases/components:

- I. Phase I: Stakeholder Engagement
- II. Phase II: Program Design
- III. Phase III: Curriculum Design
- IV. Phase IV: Training Local Facilitators and Coaches

Phase I: Stakeholder Engagement

Timeline: January 2015

Service requirement(s) addressed: 3.2.1, 3.2.4

In all of our client work we emphasize designed professional development that is tailored to local needs. To that end, we propose beginning our work in Iowa by facilitating interviews and focus groups key participants in districts currently implementing the TLC Framework:

- Superintendents, principal supervisors, and other district leaders
- Principals
- Teacher leaders
- Members of the Commission on Educator Leadership and Compensation

The purpose of these conversations, to be held in January 2015, is to gain greater insight into the local leadership development context and the TLC roll-out, identify key leadership development needs, and build understanding of and buy-in for the work. Focus groups will be conducted over one week in Iowa in January 2015; we propose spending one day in each of four different parts of the state (to be identified in discussion with the DE).

In addition to these focus groups, NYCLA staff will meet with DE and Commission representatives to identify potential implementation partners who can both assist with delivery of the curriculum and ensure sustainability of the program moving forward, as more districts in Iowa adopt use of the TLC System in the years to come. Identification of these partners – whether statewide organizations such as School Administrators of Iowa, regional agencies, or even lead districts – will be important so that these parties can be at the table for the next phase of work.

NYCLA will provide the Iowa DE with a summary and synthesis of emerging insights which will guide the work going forward.

Deliverables:

- 1.1 Develop and conduct focus groups with key stakeholders over five days in Iowa in January 2015.
- 1.2 Facilitate meeting with DE and others closely involved in the implementation of the TLC initiative to identify potential implementation partners for this professional development program.
- 1.3 Synthesize feedback from focus groups to identify key issues administrators and principals are facing in implementing the TLC System, and develop recommendations to inform next steps.

Phase II: Program Design

Timeline: February-April 2015

Service requirement(s) addressed: 3.2.1, 3.2.2, 3.2.4, 3.2.5

Building on the work from Phase I, NYCLA will lead the development of a program design process that will inform program components and curriculum design, identify partners for program implementation, and determine the process for statewide roll-out.

To launch this work the NYCLA team will spend three days in Iowa in February 2015 to lead a program design discussion with a working group made up of DE staff and representatives from key partners. NYCLA will facilitate the discussion in order get input on and make decisions about programmatic structure, methods for delivery, and sustainability of the program.

Objectives of this phase will include determining a strategic statewide roll-out plan for the professional development program: where it will be offered, who will deliver the training, and who will provide the coaching support. For example, should the AEAs serve as centers for deploying the program to surrounding districts? Or would it make more sense to offer this as a program that districts can provide for their own schools, and invite them



to identify central office staff who will be responsible for implementation? In terms of the coaching component, NYCLA has been talking with School Administrators of Iowa for some time about building the capacity of its affiliated coaches statewide to support school leaders through NYCLA's Facilitative, Competency-Based coaching approach; thus, we would welcome the opportunity to explore a partnership with SAI around the roll-out of the coaching component of the program we are proposing.

NYCLA will work with the DE and identified partners around criteria for identifying individual facilitators and coaches for this program, as well as around messaging strategies for communicating program requirements and expectations to districts and administrators. With respect to the former, we will work with identified partners to share our established facilitator and coaching competencies, which can help guide selection of those we will train in Phase IV.

As part of the program design process NYCLA will also design an evaluation plan to measure the program's effectiveness and impact once it is implemented. NYCLA's in-house research team will adapt NYCLA evaluations for each major program component: the summer institute, school-year workshops, and coaching. Program evaluation instruments will be delivered to the Iowa DE along with curriculum design.

Program evaluation will include a combination of participant satisfaction surveys, measurement of principal leadership behaviors, coach feedback, and district leadership feedback. The data used to both inform and evaluate the success of this work will be collected in the following ways:

- Participant feedback survey to be administered after the summer institute and after each school-year workshop
- Feedback survey for principals about how coaching is moving their leadership practice, to be administered at the end of the 2015-16 school year
- Feedback survey for coaches on how the coaching program functioned in practice and how it could be strengthened
- Feedback survey for facilitators on how the professional development functioned in practice and how it could be strengthened

Deliverables:

- 2.1 Facilitation of multi-day program design meeting with DE and partner representatives, to be held in Iowa in February 2015.
- 2.2 Work with Iowa DE staff to craft selection criteria for, and identify, local facilitators and coaches.
- 2.3 Creation of marketing materials for communicating program opportunities and expectations to districts and schools.
- 2.4 Development of evaluation instruments, including surveys about the summer institute, school-year workshops, and coaching.

Phase III: Curriculum Design

Timeline: March/April 2015

Service requirement(s) addressed: 3.2.1, 3.2.2, 3.2.3, 3.2.4

The NYCLA team will design curriculum for a five-day summer institute and three half-day school-year workshops. The design process, while completed primarily by the NYCLA team, will include two days of co-design that NYCLA will lead in Iowa with local facilitators to ensure the curriculum is aligned to local needs. This process will also introduce the selected facilitators to NYCLA's curriculum design process, which will build capacity for ongoing refinement of the curriculum.

Curriculum Aligned to Standards

Commitment to a standards-based approach is a hallmark of all of NYCLA's work; all aspects of the work are aligned to a description of competencies, which involves knowledge, a set of skills, and dispositions. In our work with school leaders in other states and districts, NYCLA has leveraged its leadership competency framework, the Leadership Performance Planning Worksheet® (LPPW), to distill the most critical leadership competencies for school leaders. The LPPW is an externally validated tool that presents 39 critical leadership behaviors organized into eight leadership dimensions; it was developed through a review and synthesis of principal leadership protocols used

nationally, including the Interstate School Leaders Licensure Consortium (ISLLC) standards. An excerpt from two dimensions of the LPPW is included in the Appendix.

All professional development sessions and coaching work will be mapped to the competencies contained in the LPPW.

Curriculum Descriptions

Below is a description of each of the three service offerings to be designed. A content map showing the alignment of the three services to each of the seven elements in the TLC System Framework for Learning Supports can be found in the Appendix.

Summer Institute

Purpose: Support the principal in forming a cohesive team that is aligned to a singular mission and is able to plan for and begin the urgent changes he/she needs to make regarding teacher leadership, with the goal of increased student achievement in mind.

The five-day summer institute will be designed for principals to attend on the first day, and for principals and their selected team of three or four people (teacher leaders; possibly the assistant principal; and, if applicable, a local administrator—likely a principal supervisor such as a superintendent—who can float between district teams) to attend days two through five. The principal leads his/her team, and the local administrator supports the work of the team.

The work of the summer institute allows the principal to set vision with his/her team and collaboratively plan instructional change in the school in a way that structurally begins (or continues) the leveraging of teacher leaders for school-wide improvement. Furthermore, support for the principal during the summer institute—which is then threaded through aligned coaching support and school-year workshops—helps the principal grow in his/her ability to support teacher leaders as they implement this vision and instructional change.

During the summer institute, teams will spend time working on an instructional initiative in which teacher leadership will play a critical role. This time for the principal to collaborate with his/her team will lay (or strengthen) the foundation for developing Hargreaves and

• This alignment will be updated in winter 2015 based on the release of the ISLLC refresh in fall 2014.

Fullan's definition of teaching as professional capital, where human capital (talent and education), social capital (the collaborative power of a group) and decisional capital (the wisdom to make sound judgments) combine to create something in which the product is greater than the sum of its parts.

The fact that most work will be done in teams during the summer institute (and school-year workshops) allows for differentiation based on how far along different schools and districts are in the TLC rollout and instructional improvement: teams will be able to choose their own starting point for diving into this work. The use of the LPPW allows the principal and administrator to enter the work where they are as a leader, as the leadership differentiation is not based on where the TLC work is but rather what the leader needs to do to improve the TLC work.

Debrief time with the principals and administrators at the end of the summer institute sessions will focus on meta-cognition—deconstruction of the facilitation and connections to how the principals can facilitate and coach their teacher leaders in the same way.

School-Year Workshops

Purpose: Engage principals and their teams in sustained, relevant, and interactive learning experiences that support implementation of school plans. Engage principals and their teams in building relevant content knowledge, practicing necessary skills in communication and teamwork, and developing professional capital.

The NYCLA team will design three half-day school-year workshops intended to provide sustained opportunity for participating principals and their team members to continue and reinforce the learning and practices introduced during the summer institute. These sessions focus on different but integrated topics that align to the flow of the school year, building on the learning objectives from the summer institute throughout the year, allowing for iterative leadership development. Like the summer institute, the sessions include work with participants' actual teacher leadership initiatives and actual problems of practice, and are based on the same principles of adult learning and NYCLA's approach to learning facilitation as described above.

Coaching

Purpose: Provide individualized support to the principal, aligned to the summer institute and school-year workshop curricula, to transform and deepen his/her leadership behaviors, specifically around developing and support teacher leaders.

Local coaches, trained by NYCLA and utilizing our Facilitative, Competency-Based (FCB) coaching model, will provide one-on-one support for principals. NYCLA's FCB coaching model is designed to ensure context-specific and job-embedded leadership support; the goal is close-knit integration of this support with the other two program components. NYCLA's school leadership coaching model is grounded in research-based leadership standards (as articulated in the LPPW) and reflects NYCLA's commitment to a standards-based, experiential approach to leadership development and support.

Finally, NYCLA will design a retreat protocol for School Team Retreats. Each half-day retreat is an opportunity for principals and up to four team members to work on important issues in a collaborative and collegial setting. Principals are responsible for leading and facilitating their teams' retreats. Coaches help to create an environment that is comfortable and free of distraction so school teams can engage in rigorous and thoughtful planning. The retreats provide principals and teams an extended opportunity to revisit their plans and review progress since the summer institute; they also give coaches an opportunity to observe principals in action, allowing them to better diagnose areas where the principals are struggling and thus to provide more effective coaching.

Deliverables:

- 3.1 Design of five-day summer institute curriculum
- 3.2 Design of three school-year workshops
- 3.3 Design of a protocol for half-day team retreats, for principals and school teams to conduct on their own
- 3.4 Two-day curriculum design meeting with local facilitators to adapt sections of curriculum, to be held in Iowa in March/April 2015

Phase IV: Training Local Facilitators and Coaches

Timeline: March-June 2015

Service requirement(s) addressed: 3.2.1, 3.2.2, 3.2.4

During this phase, NYCLA will provide training to program facilitators and coaches, as selected by the partners identified in Phase II, to prepare them to deliver the professional development curriculum and coaching starting in July 2015.

As a starting point, we propose training – in Iowa – up to 12 facilitators to facilitate summer institutes and school-year workshops around the state, and up to 30 local coaches who will be trained to provide support that is integrated with the formal group training. In addition, we propose working with our local partner(s) to identify up to five of the coaches who can serve as Lead Coaches, who will help develop a statewide community of practice among the coaches. These five lead coaches will participate in additional training and will shadow experienced NYCLA coaches in New York City.

Our method of training facilitators and coaches is intended to be a window into our design and facilitation processes. Expert NYCLA facilitators and coaches will, during these trainings, continually make meta-cognitive connections by unpacking the purpose of the facilitation moves they are making. This process is meant to mirror how local Iowa facilitators and coaches will work with principals, which will also reflect how principals will work with teacher leaders.

Facilitator Training

The goal of NYCLA's Facilitator Training is to provide opportunities to encounter, understand, and practice what NYCLA means by facilitation. Participants will be introduced to our philosophical and methodological framework and will learn from experience, reflection, and collaboration while moving between the roles of curriculum designer, facilitator, and student. Through these experiences, participants will become increasingly skilled in tailoring teaching strategies (such as mini-lessons, simulations, role plays, and coaching) to their diagnosis of individuals and groups; in designing strategic, focused interventions in order to push the thinking; in provoking and containing anxiety in

the service of learning; and in understanding the role of assessment of self and others as a teaching and learning tool. By the end of the training, participants will have evaluated their own skill levels and begun a process of honing their ability to self-assess.

Participants will:

- Come to a common understanding of facilitation by making tacit knowledge of facilitation explicit
- Develop and build on knowledge and skills of facilitation
- Have the opportunity to practice facilitation and receive feedback

Facilitative, Competency-Based Coach Training I and II (FCB I and II)

NYCLA's unique, standards-based FCB coaching model enables coaches to foster trusting professional relationships with school leaders to help them reflect on targeted leadership behaviors, practices, and school challenges, and to develop the clear action steps necessary to accelerate school transformation and student achievement. During the 1.5-day FCB I session, participants will become familiar with the key components of our FCB coaching model.

Participants will:

- learn about how FCB's standards-based approach to school leadership development can help school leaders improve their practice;
- develop and practice key coaching skills, including the ability to listen, question and offer feedback; develop the capacity to diagnose school leadership strengths and areas of growth; and
- apply these FCB coaching skills to authentic school leadership challenges.

During FCB II, participants who have already attended our FCB I training will develop the necessary skills to deepen their coaching practice and address coaching challenges. This session includes significant opportunities for participants to practice coaching skills and receive peer feedback.

Participants will:



- self-assess against NYCLA's Coaching Competencies© to set learning goals for growth in their coaching practice;
- practice coaching skills designed to address learning goals and receive targeted peer feedback; and
- explore ways to more effectively diagnose the root causes that contribute to specific leadership behaviors.

FCB I and II will delve into certain concepts from the TLC Framework, including organizational leadership for administrators; adult learning; collaborative culture; communication; systems thinking, and data.

Access to Online Coaching Modules

Our series of 14 online modules help coaches develop and hone their capacity to provide standards-based support to school leaders. These modules advance the impact of coaching by:

- increasing understanding of NYCLA's Facilitative, Competency-Based (FCB) coaching model;
- using technology to build a common language and develop collective guidelines for practice, thereby increasing program coherence;
- enhancing ability to provide professional development to a broader number of administrators and educators;
- supplementing and increasing the value of in-person training;
- enabling individuals to define the pace of their professional learning; and
- providing coaches with opportunities to use the modules as a springboard for additional learning and to build a community of practice.

The online coaching modules unpack concepts from the TLC Framework for coaches, including organizational leadership for administrators (developing independent leaders through a coaching stance; pushing a leader's thinking instead of giving answers), adult learning (leveraging research-based principles of adult learning to work more effectively with principals), as well as collaborative culture, communication, systems thinking, and data. Delving into these concepts as coaches will allow coaches both to deepen their own learning and coaching skill sets and to consider on a meta level how they might use



the concepts that are training them to coach principals in order to help principals work more effectively with teachers.

In addition to these trainings and to the online modules, we can offer access to two additional coaching tools for additional subscription costs:

Our brand-new online LPPW enables a coach and principal pair to engage in asynchronous dialogue about their shared work and the leader's progress in between face-to-face meetings, making the LPPW a living document. The online LPPW allows the pair to:

- Work online in a private interface.
- Identify and prioritize leadership behaviors on which the pair has mutually agreed to focus their work.
- Capture observations and notes about the principal's progress in a specific dimension.
- Document progress updates, areas for improvement, and next steps.
- Save artifacts that document and support the leader's progress, and upload articles the coach recommends.

In addition to these trainings, the online coaching modules, and access to the online LPPW, we can offer access to an additional coaching tool for an additional subscription cost. **Our Leadership Behavior Survey (LBS)** was developed by our Research and Evaluation team to uncover coaching's impact on leadership behavior. The LBS is administered in the fall and spring to principals and their coaches. Each individual responds to 53 questions on a Likert scale, describing the degree to which the principal exhibits certain leadership behaviors (e.g. Never or almost never; Occasionally; Frequently; Most of the time; Always or almost always).

Each statement is aligned to one of the eight LPPW dimensions, but statements are mixed throughout the survey so that their dimension may not appear obvious to respondents. Statement examples include "I have difficulty reading people's verbal and non-verbal cues (for example, tone, body language)" (which aligns to Communication); "I use research to drive instructional and organizational decisions" (Learning); and "I behave in a way that is

an excellent model for my staff and students (for example, professional appearance, demeanor, speech" (Personal Behavior).

Our Research and Evaluation team analyzes the survey responses and prepares a report indicating the principal's and the coach's perceptions of the principal's performance in each LPPW dimension. Results are used to inform coaching work and help principals reflect on their practice.

Through facilitation and coach training, NYCLA will build capacity in local leaders to be able to effectively lead change for Iowa administrators, who will then be equipped to lead change in their schools—not only through the Teacher Leader Compensation Administrator Support Program but through future initiatives as well.

Deliverables:

- 4.1 One 2.5-day Facilitator Training facilitated by NYCLA for up to 12 participants, to be held in May 2015 in Iowa.
- 4.2 One 1.5-day session (FCB I) facilitated by NYCLA for up to 30 participants, to be held in March 2015 in Iowa.
- 4.3 Two days of shadowing experienced NYCLA coaches in New York City for 5 Iowa lead coaches.
- 4.4 One 1.5-day session (FCB II) facilitated by NYCLA for up to 30 participants, to be held in June 2015 in Iowa.
- 4.5 Access to NYCLA's online coaching modules for up to 30 users for one year, beginning at the time that coach training commences.
- 4.6 Access to NYCLA's online LPPW tool for one year for coaches and principals participating in the 2015-16 roll-out.

² Please note that the cost for space and other needs, such as technology access, during meetings held in Iowa is not included in this proposal.

Proposed Timeline

Month/Year	Details
January 2015	Stakeholder engagement
February 2015	Program design
March-April 2015	Curriculum design FCB I coach training and coach shadowing in NYC
May 2015	Facilitator training
June 2015	FCB II coach training



Background Information

Contact Information

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NYC Leadership Academy
45-18 Court Square, 3rd Floor
Long Island City, NY 11101
Tel: (646) 666-8181
Fax: (646) 666-8161
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Form of Business Entity

Nonprofit 501(c)3

State of organization

New York

Locations and Telephone Numbers of Major Offices

See location listed above.

Local Office

None

Number of employees

Approximately 70 full- and part-time staff

Type of business

Nonprofit 501(c)3

Contact Regarding Contractual and Technical Matters

Mary Jo Dunnington, Vice President, National Initiatives
646-345-6748
mdunnington@nycleadershipacademy.org



Contact Regarding Scheduling and Other Arrangements

Mary Jo Dunnington, Vice President, National Initiatives

646-345-6748

mdunnington@nycleadershipacademy.org

Name and qualifications of subcontractors

N/A

Accounting firm

BDO USA, LLP



Experience

NYCLA is a nonprofit with 501(c)(3) status. Headquartered in New York City, we employ approximately 70 full- and part-time staff. Launched in 2003, NYCLA has designed and implemented school leadership programs for NYCDOE for the past decade.

Since 2009, NYCLA has been delivering high-quality strategic school leadership consulting and training nationally based on the needs of clients. We work with our partners in both short- and long-term engagements to address a range of areas critical to developing high-quality school leadership. To date NYCLA has assisted districts, universities, nonprofit organizations and state-wide school leadership initiatives in 26 states in adapting our models and tools for their specific school system contexts. These engagements include supporting Race to the Top leadership development work in Delaware, Rhode Island, North Carolina, and Massachusetts, where we are collaborating with partners on initiatives implementing pipeline training programs for turnaround principals, with ongoing support and professional development that assures the long-term success of these initiatives. Other examples of our national consulting work include providing direct services in principal pipeline development in Cleveland (OH) and Minneapolis (MN), supporting coaching and principal leadership development in New Haven (CT), and developing and facilitating team-based, district-wide leadership development using a teacher leader model in Greece (NY).

References

Please find contact information for our references below. Letters of reference are included in the following pages.

Cleveland Metropolitan School District (Ohio): NYCLA has partnered with the Cleveland Metropolitan School District to develop and implement an aspiring principals program and first-year support and coaching for newly hired principals since May 2013. We have worked to develop capacity in the district to continue this work past the conclusion of our engagement.

Dr. Michelle Pierre-Farid, Chief Academic Officer

P: (216) 838-0102

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Greece Central School District (New York): NYCLA has worked with Greece over the past eighteen months to design a comprehensive leadership development program for all school- and district-based leaders in support of driving improvements in student achievement district-wide. Our work with the district's core team included an extensive stakeholder engagement and needs assessment process, co-design and co-delivery of a summer academy for district leaders, principals, assistant principals, and teacher leaders, and facilitation of the design of a blueprint for the district's year-long professional development scope and sequence.

Barbara Deane-Williams, Superintendent

P: (585) 966-2301

E: barbara.deane-williams@greececsd.org

Rhode Island Department of Education (Rhode Island): NYCLA has worked with RIDE since 2012 with Race to the Top funding to support leadership development efforts aimed at turning around the state's lowest performing schools. Among a variety of initiatives, NYCLA designed and delivered (over multiple years) a summer institute for school leaders and their teams designed to build their leadership skills, help them learn to collaborate effectively, and spur their planning and prioritization around work to drive the urgently needed change in their schools.

Sarah Anderson, Transformation Specialist

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585.966.2000



BARBARA DEANE-WILLIAMS

Superintendent of Schools

November 24, 2014

New York City Leadership Academy
45-18 Court Square
Long Island City, New York 11101

Good Morning:

It is my pleasure to write an enthusiastic letter of support for the New York City Leadership Academy and the transformative work they lead through professional learning and coaching. As Superintendent of the 11,500 student Greece (New York) Central School District, I selected the New York City Leadership Academy in 2011 to lead the design of a Principal and Teacher Leader training and development pipeline. Our EnVision Greece 2017 Strategic Plan outlines a bold reform agenda to prepare district, school, and teacher leaders to close the achievement gap and transform schools to ensure students graduate from high school on-time and are college and career ready.

The New York City Leadership Academy worked side-by-side with the Greece Central School District's Strengthening Teacher and Leader Effectiveness Design Team to create a robust week-long initial training program and a second week-long advanced training model, aligned to the New York State Reform Agenda and the five strategic goals and strategies outlined in EnVision Greece 2017.

Highly skilled New York Leadership Academy partners lead an innovative curriculum design, development and coaching model, strategically aligned to the skills required to meet identified district needs. It was highly customized, laser-like in focus and skillfully delivered. The feedback from over one hundred district administrators and teacher leaders was overwhelmingly positive with many saying it was the best professional development they had experienced in their careers.

From my own observations as Superintendent, I can see a difference in the quality of the conversation and an increased sense of urgency and instructional focus throughout the district. The tools and strategies modeled through the two week-long training sessions are evident in the classroom teamwork, during faculty meetings, and in the leadership work throughout the district.

We were so pleased with the growth and increased instructional focus that we have seen. We are currently seeking grant funding to support an ongoing coaching and technical assistance partnership to continue to build a strong pipeline of reform minded teachers, school, and district leaders. We credit the New York City Leadership Academy staff with the quality results we are currently experiencing in Greece Central School District. Please call me if you need additional supporting information.

Sincerely,

Barbara Deane-Williams

Barbara Deane-Williams
Superintendent of Schools



State of Rhode Island and Providence Plantations
DEPARTMENT OF EDUCATION
Shepard Building
255 Westminister Street
Providence, Rhode Island 02903-3400

Deborah A. Gist
Commissioner

November 19, 2014

Mr. Ryan Wise, Deputy Director
Iowa Department of Education
400 E. 14th Street
Des Moines, IA 50319-0146

Dear Mr. Wise:

I am pleased to recommend NYC Leadership Academy (NYCLA) as an outstanding partner for your Teacher Leadership Compensation Administrator Support project. I have worked closely with NYCLA's National Initiatives team over the past two and a half years and have been consistently impressed by both the quality of programming they have offered our school leaders as well as their approach to building our agency's capacity to sustain elements of the work.

I have been NYCLA's primary contact at the Rhode Island Department of Education (RIDE), where I work in the Office of Transformation and Charter Schools. NYCLA has supported two major components of our work under Race to the Top with struggling schools. First, the NYCLA has helped us build our pipeline of principals prepared to take charge of our lowest performing schools by designing, launching, and delivering an aspiring principals program for two cohorts of turnaround leaders. Second, the organization has directly supported principals and school leadership teams already in place in low achieving schools. This support has included individual coaching for more than 20 acting principals, 3 Summer Institutes and follow up professional development for school leadership teams that were attended by a total of nearly 70 administrators and teachers,, and 6 online professional development modules available to the entire state.

Both of these projects have been highly successful. 100% of graduates of the aspiring principals program felt prepared for leadership positions at the end of the program and all of them secured leadership positions for the 2014-2015 school year. The principals who were coached and the teams that participated in the Summer Institutes have greatly valued the experience. Part of my role in RIDE's Office of Transformation is to monitor school teams' progress implementing their school turnaround plans. The teams that have participated in NYCLA training are most often the best equipped to make significant changes to instructional practice to better support their students.

The success of these programs is a direct result of NYCLA's high quality curriculum, expert facilitators, and comprehensive approach to building leadership. The combination of direct coaching for principals alongside support for their larger leadership team enables greater, more sustainable professional growth that permeates the school building.

Just as the teams in our schools have gained expertise, our agency has as well. NYCLA worked systematically to ensure that we would obtain the institutional knowledge and skills to continue delivering this program as well as the tools to make strategic decisions about how to continue the most powerful parts of the work beyond Race to the Top. Along the way, NYCLA has been responsive to our local context and evolving needs. I am personally grateful for all I have learned in the past several years from their experienced, committed, and talented staff.

Sincerely,



Sarah Anderson
Transformation Specialist
RI Department of Education



Chief Executive Officer
Eric S. Gordon

Board of Education
Denise W. Link
Board Chair

Louise P. Dempsey
Vice Chair

Ericka Abrams
Anne E. Bingham
Robert M. Heard, Sr.
Shaketha T. Mitchell
Willotta A. Milam
Lisa Thomas, Ph.D.

Ex Officio Members
Ronald M. Berkman, Ph.D.
Jerry Sue Thornton, Ph.D.

Michelle N. Pierre-Farid, Ed.D.
Chief Academic Officer

Dear Sir or Madam,

I am writing to support the NYC Leadership Academy (NYCLA) in their grant application to the Iowa Department of Education. NYCLA has been an instrumental partner of the Cleveland Metropolitan School District (CMSD) in developing an Aspiring Principals Program. The program launched in January 2014, and we started working with our first cohort of aspiring principals in June. NYCLA assisted us with the creation of a rigorous application process and with designing an intensive, 40-day training program for selected individuals. As part of this training, participants worked in teams to run a simulation school, which proved to be invaluable experience for them because it had immediate, real-world applications. This kind of professional learning will extend throughout the school year as part of weekly sessions.

In addition to their role with the Aspiring Principals Program, NYCLA has helped to streamline the training that aspiring principals receive with professional learning opportunities for new principals so that first-year principals are well-positioned to be effective. Based on the success of the Aspiring Principals Program launch and partnership to date, CMSD plans to work with NYCLA to design a similar program for aspiring principal supervisors, which has been made possible through funding provided by the Wallace Foundation.

NYCLA's premise that they must help build our team's capacity to lead sustainable programming has changed our district culture and practice. NYCLA encourages programs and decisions to be standards-based. For example, they introduced us to standards for facilitators so that they can lead impactful professional development sessions. These standards and aligned protocols have shifted the way that members of our team deliver professional development.

NYCLA has also provided our team with several research-based tools and protocol that have reshaped our work around school leadership. Their planning and accountability tools have pushed us to adopt a more intentional, backwards planning approach to our support structure. Furthermore, these resources have helped change our former culture of an accepted lack of follow-through. Having worked with many organizations during my time as Chief Academic Officer, I appreciated that NYCLA adapted their tools and protocols to meet our needs, and I believe that other districts would benefit from the same.

In summary, according to Laura Purnell, CMSD's programmatic lead who worked closely with NYCLA throughout the past year, "I've worked with many organizations in my positions in 2 states, in 6 school districts, and at 3 universities, and I've learned more from NYCLA than I have from any other organization. I am very impressed with the talent of their people- they really know curriculum and instruction and how to address school culture issues. Moreover, their focus on equity for all students is unparalleled."

Educationally yours,


Dr. Michelle Pierre-Farid

1111 East Superior Avenue- Suite 1700 • Cleveland, OH 44114 • Office: 216.838.0187 • Fax: 216.436.5058
Michelle.Pierre-Farid@ClevelandMetroSchools.org



Personnel

We have assembled an exceptionally well-qualified team of senior staff to lead this project, including one of NYCLA's executive vice presidents. Kathleen Nadurak has over 35 years of experience in the field of education, as both an educator and an administrator, and will serve as the lead designer as well as provide overall supervision of this project.

NYCLA Team Members	NPS Project Responsibilities
Kathleen Nadurak, Executive Vice President, National Initiatives	Lead Designer / Overall Project Leadership
Sharon Bonifazio, Coach, Leadership Support Programs	Master Coach
Patricia Hines, Coach, National Initiatives	Master Coach
Jessica Cihal, Director, National Initiatives	Project Manager
Kathleen Drucker, Senior Director, Research & Evaluation	Focus Groups/Needs Analysis

Full resumes for personnel are attached.

Kathleen G. Nadurak

274 First Avenue

New York, NY 10009
knadura@rcn.com

(212) 460-9014

EDUCATION

William Paterson College

M.Ed. 1984

Fordham University

M.S. 1975

Thomas More College

B.A. 1974

EMPLOYMENT HISTORY

NYC Leadership Academy

July 2003 –

EVP Programs

Current

- Oversees strategic planning for NYC-based work including identifying and proposing to CEO opportunities and priorities for expanding or contracting work and proposing capacity-building measures needed to meet priorities
- Supervises Principal Preparation Programs and Leadership Support Programs including ensuring that the work is consistently documented including lessons learned, approach, content and resources used and creating performance measures for all NYC-based work, insures data collection for the purpose of efficacy evaluation and funder reporting and monitors performance against these measures
- Ensures program curriculum is meeting the principal competency standards set by the New York City Department of Education and the New York State Department of Education
- Serves as executive-level interface for DOE on matters of program content and administrative execution of NYC-based work in accordance with the organization's contract with the DOE
- Collaborates closely with Chief of Staff to insure that programming and budgets are aligned with donor expectations and specific grant agreements and to help cultivate and secure grants from current and new funders in support of NYC-based work
- Represents the Academy on national level through speaking engagements, advisory committee participation as well as leading client engagements for both design and facilitation of principal development and support programs

Chief Operating Officer

- Oversaw all budget and financial operations for a budget in excess of 11 million dollars
- Ensured provision of operational and administrative support to all NYC Leadership Academy programs

VP Aspiring Principals Program (APP)

- Member of team that originally designed and launched this innovative leadership development program that prepares qualified candidates to lead and transform NYC public schools
- Managed Aspiring Principals Program including recruiting and hiring key staff, providing strategic interface with NYCDOE senior leadership, and designing and providing significant oversight to the program's recruitment, admissions, certification and graduate placement processes
- Designed and oversaw processes to ensure that candidates met the performance standards set by the Academy

New York City Department of Education

Office of the Chancellor

August 2002 –

July 2003

Special Assistant to Deputy Chancellor

- Core member of strategic planning and implementation team for Children First
- Conducted strategic planning, policy design, systems mapping, and data analysis to help develop and implement redesign of NYC school system
- Served as expert resource to external consultants throughout process

New York City Board of Education

Office of the Chancellor

January 2002 –

August 2002

Chief of Staff

- Managed the Chancellor's special projects on data integrity and communications policy
- Advised Chancellor on various policy and strategic efforts
- Participated in the evaluation of 40 NYC BOE district superintendents
- Member of strategic planning team for central office administration reform; reduced central office by 345 positions resulting in a cost savings of about \$100 million system
- Represented the Chancellor with select constituencies

New York City Board Of Education

Office of the Chief Financial Officer

July 1996 –

January 2002

Executive Director, Office of Financial and Management Reporting

- Designed and produced fiscal and policy analysis for CFO
- Created the first School Based Budget and Expenditure report detailing \$10 billion spending for all 1,200 NYC schools
- Analyzed student data and enrollment trends to use in the development of budget models
- Evaluated NYC BOE fiscal responsibilities for all new projects originating from 40 school districts
- Developed and conducted first comprehensive parent satisfaction survey
- Developed and conducted the first customer satisfaction survey measuring principal satisfaction with central operational divisions

New York City Board Of Education

District 75, Citywide Special Education Programs

July 1981-

July 1993

Director of Operations

- Direct oversight of \$300+ million budget and direct supervision of the offices of finance, budget, related services, data management, student placement and school facilities management
- Selected for special assignment to the Deputy Chancellor of Operations to implement a district-wide Special Education Program to Eliminate the Gap (P.E.G.) budget reduction

Assistant Administrator of Pupil Personnel Services

- Developed and monitored administrative procedures to support provision of services to 20,000 students
- Oversight of revenue enhancement projects involving Medicaid and SSI
- Assisted Chief Executive for Special Education during finalization of Jose P. class action suit Phase II Stipulation

Palisades Learning Center, Paramus, NJ

Assistant Principal

June 1981-

December 1997

- Trained and supervised teachers in behavior management systems and developed instructional objectives for students with emotional disabilities

Teacher

- Taught emotionally disturbed & socially maladjusted adolescents

West Park Union Free School, West Park, NY

Teacher

September 1975 –

December 1977

- Taught emotionally disturbed adolescents in a residential treatment center

REFERENCES

Available upon request

Sharon Bonifazio

61 Sudbury Lane, Westbury, New York 11590 (H) 516 997-6199, (C) 516 851-3752
Email: SBonifazio@nycleadershipacademy.org

EDUCATION

St. John's University, Jamaica, New York, 1987
Professional Diploma, Educational Administration and Supervision
Teachers College, Columbia University, New York, 1974
Master of Arts, Special Education
Mount Saint Mary College, Newburgh, New York, 1972
Bachelor of Arts, cum laude- English, Elementary and Special Education

CERTIFICATION

New York State: **School District Administrator**
School Administrator-Supervisor
Teacher, N-6
Teacher, Special Classes for Mentally Retarded

HONORS

Learning for Life Excellence in Education Award, 2005
The Council for Exceptional Children Outstanding Special Educator, 1983
Kappa Delta Pi, Member, International Honor Society

PROFESSIONAL EXPERIENCE

Coach/Facilitator, New York City Leadership Academy, 2006-present
Principal, New York City Department of Education 721K, 1996-2006
Secondary special education school
Assistant Principal, New York City Department of Education 721Q, 1989-1996
Teacher, Special Education, 721Q, Queens, New York, 1972- 1989

PROFESSIONAL KNOWLEDGE AND SKILLS

Coach/Facilitator at NYC Leadership Academy

Facilitative Competency Based Coaching for leadership development of new principals
Design and facilitation of professional development sessions and programs for principals and educational leaders in NYC and nationwide
Design and facilitation of professional development for leadership coaches
Diagnostic assessment of school's systems, structures, curriculum, instruction, assessment and data for strategic planning and transformation
Leadership Performance Planning Worksheet (LPPW)-Competencies for school leaders
Teacher Effectiveness Framework based on Charlotte Danielson

Educational Leadership

Strategic planning with staff and parents
Special Education-NYC Reform, regulations, IEP development, program development
PBIS, Functional Behavior Assessments, and Behavior Intervention Plans
New York State Alternate Assessment and teacher made assessments
Standards based curriculum development
Supervision and performance evaluation of teachers and support personnel
School Leadership Teams, Teacher Teams and distributive leadership
Budget and resource management

PATRICIA A. HINES
146 ROLLINGWOOD DRIVE
NORTH KINGSTOWN, RI 02852
Cell: 401-487-9225
E-mail: hinesp1231@yahoo.com

EDUCATION:

Master of Education in Secondary Administration from Providence College
Providence, Rhode Island
Master of Arts in English from Middlebury College
Middlebury, Vermont
Bachelor of Arts, Major in English/Minor in History, from Rhode Island College
Providence, Rhode Island

EMPLOYMENT:

June 1, 2009 - May 31, 2014 - Executive Director

- Rhode Island Association of School Principals (RIASP) a 501(c)(6) non-profit organization
- Managed all of the day to day and yearly operations of both RIASP and its 501(c)(3) the Rhode Island Instructional Leadership Academy (RIILA)
 - Responded to the professional needs of aspiring, early career, mid-career, end of career, and retired principals and assistant principals
 - Applied successfully for two grants from the Rhode Island Foundation to enhance principals'/ assistant principals'/central office administrators' knowledge, skills, and capacity as educational leaders
 - Advocated for RIASP members and led principals/assistant principals in testifying before the former Board of Regents for Secondary and Elementary Education and the current Rhode Island Board of Education on an array of issues pertinent to the education of Rhode Island students
 - Collaborated regularly with leaders from the Rhode Island Department of Education, the Rhode Island School Superintendents Association, the Rhode Island Association of School Committees, and numerous other educational organizations in Rhode Island
 - Worked closely for five years with the Executive Director, Deputy Executive Director, and other leaders of the National Association of Elementary School Principals (NAESP) with access to the most current research into early childhood education
 - Served for five years on the National Association of Secondary School Principals (NASSP) Executive Director's Advisory Committee - was one of only eight state association executive directors from around the USA to meet regularly with NASSP leaders on issues of importance to all school leaders
 - Attended NAESP/NASSP National Leaders Conferences, NAESP Annual Conferences, NASSP Annual Conferences, Wallace Foundation Conferences, and the like
 - Partnered with the New York City Leadership Academy on aspects of its Transformational Leadership Academy work in Rhode Island
 - Coordinated and facilitated monthly principals network meetings, quarterly general membership meetings, and the annual RIILA/RIASP conference
 - Facilitated five principal of the year selection committees each year, including site visits to finalists' schools, and organized and presided at the RIASP Annual Principal of the Year Awards Ceremony

September 2008-May 2009 - Interim Assistant Executive Director

Rhode Island Association of School Principals (RIASP)

- Worked alongside the retiring Executive Director of RIASP learning all aspects of leadership, management, and operations of a non-profit organization.

August 2002 – June 2007 – Principal Dr. Edward A. Ricci Middle School, North Providence

September 2002 Dr. Edward A. Ricci Middle School grades 6-8 opened for the first time as a middle school having previously been a K-8 elementary school. The school was initially deemed to be a low performing school in need of improvement.

- Led the school to state recognized high performing status in years four and five (2005-2006 and 2006-2007)
- Served as educational leader for 500 students, 43 certified faculty members, and 20 non-certified staff
- Melded together a faculty drawn from elementary and high schools into highly qualified middle school teachers
- Created all forms, procedures, and protocols for a fully operational middle school
- Organized and chaired the very effective School Improvement Team (SIT) comprised of faculty, staff, students, parents, and community members
- Assisted the SIT in writing the first School Improvement Plan
- Led the SIT in designing and developing Project Focus – a grade 8 year long career exploration project which required students to work with teachers, parents, and community members
- Evaluated certified and non-certified staff
- Prepared the budget, the master schedule, and oversaw all day to day operations of the school
- Collaborated with the assistant superintendent of schools and a professor from Rhode Island College to procure a grant to support embedded professional development for teachers. The successful grant application enabled us to provide year-long professional development in reading and writing across the curriculum with Ricci teachers working closely with professors from the RI Writing Project located at Rhode Island College

July 2000 – July 2002 – Associate Principal Scituate High School and Scituate Middle School

February 1998 – June 2000 – Principal South Kingstown High School

July 1993 – February 1998 – Assistant Principal South Kingstown High School

September 1972 – June 1993 – English Teacher East Providence High School

RELATED ACTIVITIES:

RIDE/RISSA/RIASP Educator Evaluation Advisory Group 2013 - present

RIDE Proficiency Based Learning Advisory Committee 2013 - present

Rhode Island Association of School Principals Executive Board May 1997 – May 2007

NASSP Coordinator for RIASP March 2001 - May 2007 (represented Rhode Island at all NASSP national coordinator meetings)

NASSP Coordinator Advisory Committee July 2003 – July 2006 (represented Region I, New England, on this eight member principal national committee)

Rhode Island Principals Committee on Athletics Executive Board September 2002 – June 2007

NASSP Conventions in 1997, 1999, 2001 – 2007

Rhode Island Teachers and Technology Program – RITTI Training 1999
Washington County CASSP Advisory Board – 1997-1998
Chariho Career and Technical Center Advisory Committee 1994-1998
McDonald's NASSP 1997 Leadership Forum – National Recognition Program for Assistant Principals – April 1997

HONORS:

Rhode Island Association of School Principals 1997 Assistant Principal of the Year

PROFESSIONAL ORGANIZATIONS:

Rhode Island Association of School Principals (RIASP) – 1993 to present
National Association of School Principals (NASSP) – 1993 to present
National Education Association – 1972 – 1993
National Council of Teachers of English – 1972 - 1993

JESSICA CIHAL

jessicacihal@gmail.com ~ 180 Sackett #3, Brooklyn, NY 11231 ~ 361-649-3303

Education

NEW YORK UNIVERSITY

New York, NY

Robert F. Wagner Graduate School of Public Service

Master of Public Administration, May 2012

- *Specialization:* Non-Profit Management and Policy
- *Capstone Project:* STARS Realigned; client: NYC Department of Probation

The University of Texas at San Antonio

San Antonio, TX

Bachelor of Arts, magna cum laude, May 2002

Honors Program; English Major, Youth and Human Services Minor

Experience

9/14-Present

NEW YORK CITY LEADERSHIP ACADEMY

New York, NY

Director, National Initiatives

- Work with teams of NYCLA staff and clients to design and develop curriculum and other services
- Facilitate client workshops
- Co-develop course materials for an Aspiring Principals Program (APP) Blended Learning Course and serve as a technical specialist
- Assist in NYCLA's online learning product development
- Manage project staff, budget and logistics
- Serve as a point of contact for clients
- Develop and disseminate materials generated in team and client meetings

5/12-8/14

NEW YORK CITY LEADERSHIP ACADEMY

New York, NY

Associate Director, Aspiring Principals Program (APP)

- Designed aspiring principals program scope and sequence and session curriculum in conjunction with the APP team
- Facilitated multiple project teams to design curriculum and lead professional development sessions focused on data, middle school literacy, and operations for NYCDOE principals
- Managed all logistical needs for APP sessions, DOE principal professional development sessions, as well as the APP admissions process
- Developed a marketing plan for DOE principal professional development sessions
- Secured an early partnership with the DOE to launch an iLearn Blended Learning APP Forum
- Integrated a pilot-year program of blended learning tools into the APP curriculum
- Facilitated APP sessions
- Developed and disseminated program materials for team meetings and sessions
- Conducted formal/informal evaluations of APP and professional development sessions in order to assess and inform future work
- Conducted surveys to assess the technological needs of program participants and design relevant curriculum
- Assisted the Academic Dean in analyzing and developing coherence across organizational programs
- Assisted the Senior Director in tracking the APP budget and developed cost-saving strategies for the APP Summer Intensive
- Researched program readings based on an ongoing analysis of current trends and the information needs of program participants
- Served as point of contact for APP inquires and as a representative at internal and external recruitment events
- Cultivated recruitment relationships with NYC education nonprofits

6/11-5/12	NEW YORK CITY LEADERSHIP ACADEMY Intern, Office of External and Legal Affairs <ul style="list-style-type: none"> • Supported the Executive Vice President of External & Legal Affairs with special projects and grant research/writing • Researched an environmental scan to support national program growth • Assisted with grant compliance and budget reports for federal government grants 	New York , NY
2/11-5/12	THE AFTER SCHOOL CORPORATION Graduate Research Assistant <ul style="list-style-type: none"> • Conducted site visits and audited 21st Century after school programs using an Out of School Time Observation Tool • Wrote qualitative visit assessments with program recommendations for site directors; reviewed implementation during follow-up visits 	New York, NY
6/04-8/10	KEYSTONE SCHOOL Director of Admissions and College Counseling Chair-Financial Aid Committee <ul style="list-style-type: none"> • Managed all aspects of the admissions process for K-12 families through the inquiry, application, testing and decision process • Led the college counseling and advocacy program assisting over 150 students in grades 8-12 each year • Chaired the school's Financial Aid Committee and acted as a mentor for students • Initiated a strategic recruitment plan that led to an increasingly diverse applicant pool • Cultivated partnerships with area city schools in order to streamline admissions policies and develop group information fairs • Organized and represented the school at internal and external events • Developed partnerships with national colleges to aid in recruiting and coordinated new initiatives including a College Information Night • Implemented a monthly school communications plan with the Director of Development & Alumni and the Communications Coordinator • Co-managed teachers through the admissions and new student orientation process • Administered program budgets and assisted in alumni fundraising/outreach • Managed the admission and registrar pieces of the Blackbaud student database • Launched new admissions and financial aid web-based applications • Secured an early contract with Naviance that enabled students to research schools and submit necessary paperwork to colleges online • Served on the administrative council, the school's overall decision-making body 	San Antonio, TX
6/03-4/04	<ul style="list-style-type: none"> • Backpacked through Eastern Europe and Costa Rica and based on local needs, managed hostels or taught English as a Foreign Language business lessons to local residents 	
8/02-6-03	ENGLISH LANGUAGE INSTITUTE English as a Foreign Language Teacher <ul style="list-style-type: none"> • Developed and taught reading, writing, speaking, and grammar lessons for individuals and groups at beginner, intermediate, and advanced levels of fluency 	Prague, CR
Computer Skills	Proficient in: Microsoft Office; NYCDOE iLearn platform; variety of Web 2.0 tools; Blackbaud and Naviance database management Working knowledge: Stata and SPSS	

KATHLEEN TRONG DRUCKER

trong.katie@gmail.com
60 Babcock Street, Apt. 48
Brookline, MA 02446
857-225-5057

EDUCATION

Harvard Graduate School of Education

Master in Education

Language and Literacy

May 2014 (expected)

Boston College, Lynch School of Education

Doctor of Philosophy

May 2009

Educational Research, Measurement, and Evaluation

- Dissertation title: "Using PIRLS 2006 to Measure Equity in Reading Achievement Internationally"
- Received the 2009 Bruce Choppin Award for outstanding dissertation using IEA data
- Coursework included statistical analysis and modeling, program evaluation, and student assessment

Boston College, Lynch School of Education

Bachelor of Arts

May 2004

Human Development and English

- Graduated Magna Cum Laude

PROFESSIONAL EXPERIENCE

NYC Leadership Academy

Long Island City, NY

Senior Director for Research & Evaluation

April 2013 – Present

- Design and implement all internal and client research and evaluation activities
- Ensure that research and evaluation plan is supported by high-quality data collection strategies and appropriate research methodology
- Lead team in collecting and analyzing qualitative and quantitative data and reporting findings
- Oversee reporting of research findings for multiple audiences, including clients, policy makers, program staff and funders

TIMSS & PIRLS International Study Center

Chestnut Hill, MA

Progress in International Reading Literacy Study

January 2011 – April 2013

Assistant Research Director, PIRLS Reading

- Coordinate the PIRLS assessment, an international study of fourth grade reading achievement and related educational factors in nearly 50 countries
- Coordinate the prePIRLS initiative, a new international literacy assessment used in developing countries, including assessment development, project management, and reporting plans
- Assist in the preparation of PIRLS publications, including the *PIRLS 2011 International Results in Reading Report*, *PIRLS 2011 Encyclopedia*, and documentation of methods and procedures; Involved in developing conceptual model, conducting exploratory analyses, drafting exhibits, and editing text
- Conduct secondary analyses of the PIRLS data to present at national and international research conferences
- Conduct trainings and presentations for more than 100 international researchers related to PIRLS methods and procedures, and communicate extensively with researchers to ensure high-quality data standards are met
- Manage the development of all PIRLS and prePIRLS data collection instruments, including developing assessment items, scoring guides, and background questionnaires
- Summarize project accomplishments and timelines for reporting to funders and advisory groups
- Managed two graduate students during the academic year

prePIRLS Project Coordinator

May 2009 – December 2010

- Coordinated the development of the prePIRLS initiative, including contributing to the assessment's concept, design, and development
- Managed the development and administration of prePIRLS pilot instruments that were used to inform the study design

PIRLS Research Associate

September 2004 – May 2009

- Assisted in the development of all PIRLS data collection instruments, including refining assessment items, scoring guides, and background questionnaires
- Assisted in the preparation of PIRLS publications, including the *PIRLS 2006 Encyclopedia*, *PIRLS 2006 International Report*, and *PIRLS 2011 Assessment Framework*
- Communicated with international researchers to implement PIRLS and prePIRLS assessments consistently across countries

Independent Research Consultant

September 2006 – Present

- Advise programs at Massachusetts Institute of Technology and Boston College, among others, to assist them in developing research and evaluation designs and instruments
- Develop measurable program goals and evaluation and data collection plans for clients
- Develop surveys (including online surveys), conduct focus groups, and analyze quantitative and qualitative results
- Provide statistical analysis and research method expertise

Research Assistant, Undergraduate Fellowship

September 2002 – May 2004

Boston College, Lynch School of Education

Chestnut Hill, MA

- Researched link between faculty evaluations and classroom experience
- Coded data and assisted in exploratory analyses

Program Instructor

Girls, Inc.

May 2001 – Dec 2003

MA

Panama City, FL and Lynn,

- Developed and conducted science and life-skills programs to educate and encourage elementary and middle school girls

PROFESSIONAL AFFILIATIONS

Member

American Educational Research Association, International Reading Association

COMPUTER AND STATISTICAL SOFTWARE APPLICATION SKILLS

Proficient in SPSS (e.g., regression analysis, factor analysis, correlations, t-tests), WesVar, and Microsoft Office
Familiar with MPlus, Microsoft Access, and Filemaker Pro Advanced

CURRICULUM VITAE

Publications

- Foy, P. & Drucker, K.T. (2013). *PIRLS 2011 user guide for the international database*. Chestnut Hill, MA: TIMSS & PIRLS International Study Center, Boston College.
- Mullis, I.V.S., Martin, M.O., Foy, P., & Drucker, K.T. (2012). *PIRLS 2011 international results in reading*. Chestnut Hill, MA: TIMSS & PIRLS International Study Center, Boston College.
- Mullis, I. V. S., Martin, M. O., Minnich, C. A., Drucker, K. T., & Ragan, M. A. (Eds.). (2012). *PIRLS 2011 Encyclopedia Education Policy and Curriculum in Reading*. Chestnut Hill, MA: TIMSS & PIRLS International Study Center, Boston College.
- Mullis, I.V.S., Martin, M.O., Kennedy, A., Trong, K., & Sainsbury, M. (2009). *PIRLS 2011 assessment framework*. Chestnut Hill, MA: Boston College.
- Trong, K. (2009). *Using PIRLS 2006 to measure equity in reading achievement internationally*. Ph.D. dissertation, Boston College, United States -Massachusetts. Dissertations & Theses @ Boston College.(Publication No. AAT 3344739).
- Barth, J., Kennedy, A.M., & Trong, K.L. (2007). PIRLS survey operations procedures. In Martin, M.O., Mullis, I.V.S., & Kennedy, A.M. (Eds.) *PIRLS 2006 technical report*. Chestnut Hill, MA: Boston College.
- Kennedy, A.M., & Trong, K.L. (2007). Reporting student achievement in reading. In Martin, M.O., Mullis, I.V.S., & Kennedy, A.M. (Eds.) *PIRLS 2006 technical report*. Chestnut Hill, MA: Boston College.
- Kennedy, A., Mullis, I.V.S., Martin, M.O., & Trong, K.L. (Eds.). (2007). *PIRLS 2006 encyclopedia: A guide to reading education in the forty PIRLS 2006 countries*. Chestnut Hill, MA: Boston College.
- Malak, B., & Trong, K.L. (2007). Translation and translation verification of the PIRLS reading assessment and questionnaires. In Martin, M.O., Mullis, I.V.S., & Kennedy, A.M. (Eds.) *PIRLS 2006 technical report*. Chestnut Hill, MA: Boston College.
- Martin, M.O., Kennedy, A.M., & Trong, K.L. (2007). Item analysis and review. In Martin, M.O., Mullis, I.V.S., & Kennedy, A.M. (Eds.) *PIRLS 2006 technical report*. Chestnut Hill, MA: Boston College.
- Trong, K.L., & Kennedy, A.M. (2007). Reporting PIRLS 2006 questionnaire data. In Martin, M.O., Mullis, I.V.S., & Kennedy, A.M. (Eds.) *PIRLS 2006 technical report*. Chestnut Hill, MA: Boston College.

Presentations

- Drucker, K. (2012). *Using PIRLS 2006 to Explore the Emphasis on Teaching Reading Skills and Strategies Internationally*. Paper presented at the International Reading Association Annual Convention. Chicago, Illinois.
- Trong, K. (2010). *Relative Risk-Percentage Equity Index: Measuring Equity in Reading Achievement Across PIRLS 2006 Countries*. Paper presented at the European Conference of Educational Research. Helsinki, Finland.
- Trong, K. (2010). *The Relative Risk-Percentage Equity Index: Measuring Equity in Reading Achievement Across PIRLS 2006 Countries*. Paper presented at the IEA International Research Conference. Gothenburg, Sweden.
- Kennedy, A., & Trong, K. (2010). *Influence of the Home Literacy Environment on Reading Motivation and Reading Comprehension*. Paper presented at the IEA International Research Conference. Gothenburg, Sweden.
- Trong, K. (2009). *Using PIRLS 2006 to measure equity in education across counties*. Paper presented at the American Educational Research Association Conference. San Diego, CA.
- Trong, K., & Kennedy, A. (2007). *Examining Gender and the Home Environment Fostering Literacy in PIRLS 2001 Countries*. Paper presented at the American Educational Research Association Conference.

- Kennedy, A., & Trong, K. (2007). *A Comparison of Fourth Graders' Academic Self-Concepts and Attitudes Toward Reading, Mathematics, and Science in PIRLS and TIMSS Countries*. Paper presented at the American Educational Research Association Conference.
- Trong, K. (2006). *Feminist Identification Instrument: Classical Test Theory and Rasch Analyses*. Paper presented at the North Eastern Educational Research Organization Conference.

Consulting Experience

- Massachusetts Institute of Technology Office of Engineering Outreach Programs. (2011-present). OEOP Program Evaluation. Worked with client to develop measurable program goals and an evaluation and data collection plan. Included survey development, focus groups, and analysis of quantitative and qualitative results.
- Massachusetts Institute of Technology Teaching and Learning Laboratory. (2008-2009). Biomatrix Program Evaluation. Worked with client to evaluate program effectiveness by developing an online survey and analyzing survey results.
- Massachusetts Institute of Technology Teaching and Learning Laboratory. (2008). Concourse Program Evaluation. Worked with client to evaluate program effectiveness and student attitudes through student interviews.
- Massachusetts Institute of Technology Teaching and Learning Laboratory. (2008). Department of Mechanical Engineering Course Evaluation. Worked with client to evaluate course strategies by collecting and analyzing teaching assistant interview data.
- Boston College Biology Department. (2007-2008). Laboratory Course Evaluation. Worked with client to evaluate innovative laboratory curriculum, using interview, observation, and survey techniques.
- Massachusetts Institute of Technology Teaching and Learning Laboratory. (2007-2008). Introduction to Electrical Engineering and Computer Science Course Evaluation. Worked with client to evaluate instructional strategies by conducting and analyzing student interview data.
- Amy Vercillo, Boston University (2007). Dissertation Consultation. Provided statistical analysis and research method assistance.
- Michele Carol, Fordham University. (2006-2007). Dissertation Consultation. Provided statistical analysis and research method assistance.
- Angela Bell, Boston University. (2006). Dissertation Consultation. Provided statistical analysis and research method assistance.

Dissertation Committees

- Lauren Chapman. (2011). *An international policy analysis of school-level decision making and student achievement*. Boston College Lynch School of Education.



Financial Information

Financial References

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Please find audited financial statements for FY 2011, 2012, and 2013 in the following pages.

**The NYC Leadership Academy,
Inc.**

**Financial Statements
Year Ended June 30, 2011**

**The NYC Leadership Academy,
Inc.**

**Financial Statements
Year Ended June 30, 2011**

The NYC Leadership Academy, Inc.

Contents

Independent Auditors' Report	3
Financial Statements:	
Statement of Financial Position as of June 30, 2011	4
Statement of Activities for the Year Ended June 30, 2011	5
Statement of Functional Expenses the Year Ended June 30, 2011	6
Statement of Cash Flows for the Year Ended June 30, 2011	7
Notes to Financial Statements	8-12



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Independent Auditors' Report

To the Board of Directors
The NYC Leadership Academy, Inc.
New York, New York

We have audited the accompanying statement of financial position of The NYC Leadership Academy, Inc. (the "Leadership Academy") as of June 30, 2011, and the related statements of activities, functional expenses and cash flows for the year then ended. These financial statements are the responsibility of the management of The NYC Leadership Academy, Inc. Our responsibility is to express an opinion on these financial statements based on our audit. Information for the year ended June 30, 2010 is presented for comparative purposes only and was extracted from the financial statements of The NYC Leadership Academy, Inc. for that year, on which we expressed an unqualified opinion, dated November 5, 2010.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Leadership Academy's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The NYC Leadership Academy, Inc. as of June 30, 2011, and the changes in its net assets and its cash flows for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

BDO USA, LLP

October 7, 2011

The NYC Leadership Academy, Inc.

Statement of Financial Position (with comparative totals for 2010)

June 30,	2011	2010
Assets		
Cash and cash equivalents (Note 2)	\$4,444,417	\$4,349,399
Assets whose use is limited (Note 2)	-	184,986
Grants receivable	130,339	315,539
Contracted services receivable	2,296,489	2,001,534
Prepaid and other receivables	85,369	133,807
Fixed assets, net (Note 3)	29,955	63,993
	\$6,986,569	\$7,049,258
Liabilities and Net Assets		
Liabilities:		
Accounts payable and other liabilities	\$ 414,799	\$ 557,870
Accrued payroll and payroll related liabilities	192,977	143,684
Total Liabilities	607,776	701,554
Net Assets:		
Unrestricted	6,378,793	6,162,718
Temporarily restricted (Note 5)	-	184,986
Total Net Assets	6,378,793	6,347,704
	\$6,986,569	\$7,049,258

See accompanying notes to financial statements.

The NYC Leadership Academy, Inc.

Statement of Activities (with comparative totals for 2010)

Year ended June 30,

	Unrestricted	Temporarily Restricted	Total	
			2011	2010
Public Support and Revenue:				
Contracted services	\$ 8,109,134	\$ -	\$8,109,134	\$6,648,099
Donated materials, facilities and services (Note 4)	412,670	-	412,670	412,616
Grant income	662,612	-	662,612	1,682,891
Special events, net of expenses of \$8,410 in 2011	1,228	-	1,228	-
Miscellaneous income	45,206	-	45,206	6,334
Interest income	19,375	-	19,375	16,796
Net assets released from restriction (Note 6)	184,986	(184,986)	-	-
Total Public Support and Revenue	9,435,211	(184,986)	9,250,225	8,766,736
Expenses:				
Program services:				
Aspiring Principals Program	546,676	-	546,676	727,138
New School Intensive	330,944	-	330,944	306,858
New Principal Support Program	1,478,510	-	1,478,510	1,520,713
Experienced Coaching Program	1,745,333	-	1,745,333	1,856,898
National Initiative Program	1,382,022	-	1,382,022	1,138,560
Other programs	1,423,959	-	1,423,959	1,389,913
Total Program Services	6,907,444	-	6,907,444	6,940,080
Supporting services:				
Management and general	2,197,144	-	2,197,144	1,768,863
Fundraising	114,548	-	114,548	85,391
Total Supporting Services	2,311,692	-	2,311,692	1,854,254
Total Expenses	9,219,136	-	9,219,136	8,794,334
Change in Net Assets	216,075	(184,986)	31,089	(27,598)
Net Assets, Beginning of Year	6,162,718	184,986	6,347,704	6,375,302
Net Assets, End of Year	\$6,378,793	\$ -	\$6,378,793	\$6,347,704

See accompanying notes to financial statements.

The NYC Leadership Academy, Inc.

Statement of Functional Expenses
(with comparative totals for 2010)

Year ended June 30,

	Program Services					Supporting Services				
	Aspiring Principals Program	New School Intensive	New Principal Support Program	Experienced Principals Coaching Program	National Initiative Program	Other Programs	Total	Management and General	Fundraising	Total
Salaries	\$ 416,771	\$ 259,896	\$ 1,202,865	\$ 1,262,604	\$ 758,386	\$ 464,673	\$ 4,365,195	\$ 1,098,170	\$ 96,259	\$ 5,559,624
Payroll taxes and benefits	48,777	32,328	118,635	135,279	119,158	55,864	510,241	232,012	9,944	752,197
Total Salaries and Related Expenses	465,548	292,224	1,321,500	1,397,883	877,544	520,537	4,875,436	1,330,182	106,203	6,311,821
Professional fees	3,309	2,946	17,529	162,656	132,016	819,432	1,137,588	653,502	349	1,791,739
Fundraising	-	-	-	-	-	-	-	-	-	-
Technology	10,039	913	3,306	3,831	29,530	1,498	49,117	19,205	279	68,551
Program supplies	17,495	1,688	4,971	1,773	8,179	21,267	57,373	3,852	15	61,225
Conferences and events	5,121	1,743	21,217	47,942	13,405	5,581	95,009	2,223	59	97,291
Professional development	2,585	77	272	324	573	2,880	6,711	406	19	7,136
Travel	417	612	1,298	2,496	93,738	440	99,001	8,579	25	107,605
Insurance	1,655	1,184	1,159	4,968	3,446	1,943	17,355	15,519	297	33,171
Marketing	1,164	833	2,725	3,494	2,612	1,366	12,394	3,023	209	15,626
Office expense	7,856	6,192	21,983	25,423	160,440	10,040	231,934	26,238	1,489	259,661
Donated materials, facilities and services (Note 7)	-	-	-	-	60,539	36,975	325,226	81,790	5,654	412,670
Bad debt expense	31,487	-	-	-	-	-	-	16,667	-	16,667
Depreciation	-	-	-	-	-	-	-	35,973	-	35,973
Total Expenses	\$546,676	\$330,944	\$1,478,510	\$1,745,333	\$1,382,022	\$1,423,959	\$6,907,444	\$2,197,144	\$114,548	\$9,219,136
										\$8,794,324

See accompanying notes to financial statements.

The NYC Leadership Academy, Inc.

Statement of Cash Flows (with comparative totals for 2010)

Year ended June 30,	2011	2010
Cash Flows From Operating Activities:		
Change in net assets	\$ 31,089	\$ (27,598)
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation and amortization	35,973	45,401
Provision for bad debt expense	16,667	-
(Increase) decrease in:		
Assets whose use is limited	184,986	289,244
Grants receivable	185,200	276,150
Contracted services receivable	(311,622)	(952,971)
Prepaid expenses and other receivables	48,438	(25,397)
Increase (decrease) in:		
Accounts payable and other liabilities	(143,071)	6,356
Accrued payroll and payroll related liabilities	49,293	(66,218)
Net Cash Provided By (Used In) Operating Activities	96,953	(455,033)
Cash Flows From Investing Activities:		
Purchase of fixed assets	(1,935)	(17,058)
Net Increase (Decrease) in Cash and Cash Equivalents	95,018	(472,091)
Cash and Cash Equivalents, Beginning of Year	4,349,399	4,821,490
Cash and Cash Equivalents, End of Year	\$4,444,417	\$4,349,399

See accompanying notes to financial statements.

The NYC Leadership Academy, Inc.

Notes to Financial Statements

1. Nature of Organization

The NYC Leadership Academy, Inc. (the "Leadership Academy") recruits and trains new and current principals for the New York City public school system through the distinct programs described below.

The following programs and supporting services are included in the accompanying financial statements:

- **Aspiring Principals Program ("APP"):** APP puts educational professionals on a rigorous and accelerated track toward successfully leading New York City's most challenging schools. Aspiring principals complete a demanding 14-month leadership development program that includes a six-week summer intensive using a problem-based curriculum that simulates the principalship, a ten-month long residency in a school under the guidance of experienced mentor principals, and a planning summer that prepares the participants to transition effectively into their new leadership roles. APP graduates commit to serve the New York City Department of Education ("NYCDOE") for a period of five years.
- **New School Intensive ("NSI"):** NSI provides leadership development and technical support to all individuals selected to open new, small schools. NSI's pre- and in-service components include targeted leadership development sessions, and technical support to help these new principals address the unique leadership challenges inherent in building a high-functioning educational environment from scratch.
- **New Principal Support Program ("NPS"):** NPS provides leadership development to first year principals of existing and new schools. This program offers early-career principals a menu of leadership development resources, including 1:1 coaching by former school leaders, leadership development sessions and peer networking opportunities.
- **Experienced Principals Coaching Program:** Designed and delivered by recently retired expert practitioners who stay abreast of and responsive to system reform efforts, these coaching programs for experienced principals are aimed at helping principals improve student learning outcomes. Coaches offer a range of support through a facilitative approach grounded in clearly defined leadership competencies, including one to one coaching, coaching for school teams and small groups of principals as well as targeted sessions and peer networking opportunities.
- **National Initiatives Program ("NI"):** NI helps other school systems develop comprehensive leadership preparation, coaching, and support programs for their principals. Its service area includes urban, suburban, and rural school systems, state education agencies, universities and education-oriented nonprofits organizations.
- **Other Programs:** In addition to the above described programs, the Leadership Academy also designs and delivers workshops directed at principals, helps with the development of other NYCDOE-led leadership programs, and supports system-wide initiatives that address broader leadership needs of the NYCDOE.

The NYC Leadership Academy, Inc.

Notes to Financial Statements

2. Summary of Significant Accounting Policies

(a) *Basis of Accounting and Presentation*

The accompanying financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

(b) *Financial Statement Presentation*

The classification of the Leadership Academy's net assets and its support, revenue and expenses is based on the existence or absence of donor-imposed restrictions. It requires that the amounts for each of three classes of net assets, permanently restricted, temporarily restricted and unrestricted, be displayed in the statement of financial position and that the amounts of change in each of those classes of net assets be displayed in a statement of activities.

The classes of net assets are defined as follows:

Permanently Restricted - Net assets resulting from contributions and other inflows of assets whose use by the Leadership Academy is limited by donor-imposed stipulations that neither expire by passage of time nor can be fulfilled or otherwise removed by actions of the Leadership Academy.

Temporarily Restricted - Net assets resulting from contributions and other inflows of assets whose use by the Leadership Academy is limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled and removed by actions of the Leadership Academy pursuant to those stipulations. When such stipulations end or are fulfilled, such temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities.

Unrestricted - The part of net assets that is neither permanently nor temporarily restricted by donor-imposed stipulations. They represent resources over which the Leadership Academy has full discretion with respect to its use.

(c) *Cash and Cash Equivalents*

The Leadership Academy considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash and cash equivalents.

(d) *Tax Status*

The Leadership Academy was incorporated in the State of New York and is exempt from Federal, state and local income taxes under Section 501(c)(3) of the Internal Revenue Code (the "Code"), and therefore has made no provision for income taxes in the accompanying financial statements. In addition, the Institute has been determined by the Internal Revenue Service not to be a "private foundation" within the meaning of Section 509(a) of the Code. There was no unrelated business income for the year ended June 30, 2011.

The Leadership Academy has not taken an unsubstantiated tax position that would require provision of a liability under Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 740, "Income Taxes". The Leadership Academy has filed for and received income tax exemptions in the jurisdictions where it is required to do so. Additionally, The Leadership Academy has filed IRS Form 990 information returns, as required, and all other applicable returns in jurisdictions where so required. For the year ended June 30, 2011, there was no interest or penalties recorded or included in the statement of activities.

The NYC Leadership Academy, Inc.

Notes to Financial Statements

(e) Assets Whose Use is Limited

Assets whose use is limited consists of donor-contributed funds that are required to be maintained in separate accounts for specific purposes.

(f) Contributions and Grants

Contributions received are recorded as unrestricted, temporarily restricted or permanently restricted support, depending on the existence and/or nature of any donor restrictions. Contributions with purpose or time restrictions (defined by management as unrestricted amount due in more than one year) are reported as increases in temporarily restricted net assets. When a donor restriction expires, that is, when a time restriction ends or purpose restriction is fulfilled, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Restricted gifts and grants, received and utilized in the current year, are reflected in the statement of activities in the unrestricted class of net assets.

Public grants from government agencies are recorded based on the terms of the grantor allotment, which generally provides that revenue is earned when the allowable costs or units of services of specific grant provisions have been incurred or provided.

(g) Promises to Give

Unconditional promises to give are recognized as contribution revenue in the period received and as assets, decreases of liabilities, or expenses depending on the form of the benefits received and are classified as either unrestricted, temporarily restricted, or permanently restricted support. Promises to give are recorded at net realizable value if expected to be collected in one year. Unconditional promises to give that are expected to be collected in the future years are recorded at the present value of these estimated future cash flows.

Conditional promises to give are not recognized until they become unconditional, that is, when the conditions on which they depend are substantially met. Contributions of assets other than cash are recorded at the estimated fair value.

(h) Fixed Assets

Fixed assets with an initial value of \$2,500 or more are recorded at cost, if purchased, or estimated fair value at date of receipt, if donated, less accumulated depreciation. Depreciation is provided under the straight-line method over estimated useful lives of three to seven years.

(i) Use of Estimates

In preparing financial statements in conformity with accounting principles generally accepted in the United States of America, management is required to make estimates and assumptions that affect the reported amounts, assets and liabilities at the date of the financial statements and revenues and expenses during the reporting period. Actual results could differ from those estimates.

(j) Donated Materials, Facilities and Services

Donated materials, facilities and services are valued at their fair market value. Donated services are recognized if the services received (a) create or enhance non-financial assets or (b) require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not donated.

The NYC Leadership Academy, Inc.

Notes to Financial Statements

(k) Concentration of Credit Risk

Financial instruments which potentially subject the Leadership Academy to concentration of credit risk consist primarily of temporary cash investments. At various times during the year, the Leadership Academy had cash deposits at financial institutions which exceeded the FDIC insurance limit.

(l) Functional Allocation of Expenses

The cost of providing various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain administrative costs have been allocated among the programs and supporting services based on benefits received.

(m) Comparative Financial Information

The financial statements include certain prior year summarized comparative information. Accordingly, such information should be read in conjunction with the prior year financial statements from which the summarized information was derived. With respect to the statement of activities, the prior year information is not presented by net asset class. With respect to the statement of functional expenses, the prior year expenses by expense classification are presented in total rather than by functional category. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States.

3. Fixed Assets, Net

Fixed assets, net consists of the following:

June 30, 2011

Equipment	\$ 728,170
Furniture and fixtures	27,596
Library books	59,429
Software	117,072
Total	932,267
Less: Accumulated depreciation	(902,312)
Fixed assets, net	\$ 29,955

4. Donated Materials, Facilities and Services

The value of donated materials, facilities and services included in support and revenues and corresponding management, general and administrative expenses for the year ended June 30, 2011 are as follows:

Utilities, phone and other	\$ 44,652
Rent	368,018
	\$412,670

The NYC Leadership Academy, Inc.

Notes to Financial Statements

These services were donated by the NYCDOE in accordance with the terms of the leadership development contract awarded to the Leadership Academy.

5. Temporarily Restricted Net Assets

There are no temporarily restricted net assets at June 30, 2011. Net assets were released from restrictions during the year ended June 30, 2011 by incurring expenses satisfying the restricted purpose or by occurrence of other events specified by donors as follows:

Experienced Coaching Program	\$114,909
National Initiatives Program	70,077
	<hr/> \$184,986

6. Economic Dependency

The Leadership Academy was originally supported through private funding. The intent of these private donors was to provide seed capital to launch the organization with the expectation that its work would ultimately be primarily funded by public funds. While these donors continue to be highly supportive of the Leadership Academy's work and may fund small-scale projects in the future, they expect the promised shift from private to public funding of its work. As such, the NYCDOE issued a request for proposal ("RFP") for leadership development services and the Leadership Academy was selected to provide these services through a competitive bidding process. The Leadership Academy was granted a contract of \$53,828,873 with NYCDOE for a period from July 1, 2008 to June 30, 2013. Approximately 77% of the Leadership Academy's revenue was funded under this NYCDOE contract in fiscal year 2011. The Leadership Academy has received supplemental funding from a US Department of Education grant, a foundation grant and contracts for fee for service from various educational institutions (all combined accounted for over 23% of revenue in fiscal year 2011), which helped to mitigate service costs for most principals of high need schools.

7. Subsequent Events

The Leadership Academy's management has performed subsequent events procedures through October 7, 2011 which is the date the financial statements were available to be issued and there were no subsequent events requiring adjustment to the financial statements or disclosures as stated herein.

**The NYC Leadership Academy,
Inc.**

**Financial Statements
Year Ended June 30, 2012**

**The NYC Leadership Academy,
Inc.**

Financial Statements
Year Ended June 30, 2012

The NYC Leadership Academy, Inc.

Contents

Independent Auditors' Report	3
Financial Statements:	
Statement of Financial Position as of June 30, 2012	4
Statement of Activities for the Year Ended June 30, 2012	5
Statement of Functional Expenses the Year Ended June 30, 2012	6
Statement of Cash Flows for the Year Ended June 30, 2012	7
Notes to Financial Statements	8-12



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100 Park Avenue
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Independent Auditors' Report

To the Board of Directors
The NYC Leadership Academy, Inc.
New York, New York

We have audited the accompanying statement of financial position of The NYC Leadership Academy, Inc. (the "Leadership Academy") as of June 30, 2012, and the related statements of activities, functional expenses and cash flows for the year then ended. These financial statements are the responsibility of the management of The NYC Leadership Academy, Inc. Our responsibility is to express an opinion on these financial statements based on our audit. Information for the year ended June 30, 2011 is presented for comparative purposes only and was extracted from the financial statements of The NYC Leadership Academy, Inc. for that year, on which we expressed an unqualified opinion, dated October 7, 2011.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Leadership Academy's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The NYC Leadership Academy, Inc. as of June 30, 2012, and the changes in its net assets and its cash flows for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

BDO USA, LLP

October 18, 2012

BDO USA, LLP, a Delaware limited liability partnership, is the U.S. member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

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The NYC Leadership Academy, Inc.

Statement of Financial Position (with comparative totals for 2011)

<i>June 30,</i>	2012	2011
Assets		
Cash and cash equivalents (Note 2)	\$3,650,949	\$4,444,417
Assets whose use is limited (Note 2)	353,417	-
Grants receivable	345,745	130,339
Contracted services receivable	2,592,998	2,296,489
Prepaid expenses	84,604	85,369
Fixed assets, net (Note 3)	21,396	29,955
	\$7,049,109	\$6,986,569
Liabilities and Net Assets		
Liabilities:		
Accounts payable and other liabilities	\$ 409,212	\$ 414,799
Accrued payroll and payroll related liabilities	224,577	192,977
Total Liabilities	633,789	607,776
Net Assets:		
Unrestricted	6,061,903	6,378,793
Temporarily restricted (Note 5)	353,417	-
Total Net Assets	6,415,320	6,378,793
	\$7,049,109	\$6,986,569

See accompanying notes to financial statements.

The NYC Leadership Academy, Inc.

Statement of Activities (with comparative totals for 2011)

Year ended June 30,

	Unrestricted	Temporarily Restricted	Total	
			2012	2011
Public Support and Revenue:				
Contracted services	\$7,922,116	\$ -	\$7,922,116	\$8,109,134
Donated materials, facilities and services (Note 4)	426,670	-	426,670	412,670
Grant income	861,464	600,000	1,461,464	662,612
Special events, net of expenses of \$-0- in 2012	-	-	-	1,228
Miscellaneous income	834	-	834	45,206
Interest income	14,859	-	14,859	19,375
Net assets (deficit) released from restriction (Note 6)	246,583	(246,583)	-	-
Total Public Support and Revenue	9,472,526	353,417	9,825,943	9,250,225
Expenses:				
Program services:				
Aspiring Principals Program	473,211	-	473,211	546,676
New School Intensive	426,884	-	426,884	330,944
New Principal Support Program	1,779,874	-	1,779,874	1,478,510
Experienced Coaching Program	1,515,671	-	1,515,671	1,745,333
National Initiative Program	1,219,298	-	1,219,298	1,382,022
Other programs	1,390,735	-	1,390,735	1,423,959
Total Program Services	6,805,673	-	6,805,673	6,907,444
Supporting services:				
Management and general	2,836,364	-	2,836,364	2,197,144
Fundraising	147,379	-	147,379	114,548
Total Supporting Services	2,983,743	-	2,983,743	2,311,692
Total Expenses	9,789,416	-	9,789,416	9,219,136
Change in Net Assets	(316,890)	353,417	36,527	31,089
Net Assets, Beginning of Year	6,378,793	-	6,378,793	6,347,704
Net Assets, End of Year	\$6,061,903	\$ 353,417	\$6,415,320	\$6,378,793

See accompanying notes to financial statements.

The NYC Leadership Academy, Inc.

Statement of Functional Expenses
(with comparative totals for 2011)

Year ended June 30,	Program Services										Supporting Services		Total
	Aspiring Principals Program	New School Intensive	New Principal Support Program	Experienced Coaching Program	National Initiative Program	Other Programs	Total	Management and General	Fundraising	Total	2012	2011	
Salaries	\$347,694	\$354,521	\$1,487,530	\$1,094,804	\$ 667,505	\$ 660,514	\$4,614,268	\$1,330,056	\$ 80,132	\$1,410,188	\$6,024,456	\$5,559,624	
Payroll taxes and benefits	35,596	37,206	136,125	106,149	103,423	65,618	474,027	343,713	8,331	352,044	826,071	752,197	
Total Salaries and Related Expenses	383,290	391,727	1,623,655	1,200,953	770,928	726,132	5,088,295	1,673,769	88,463	1,762,232	6,850,527	6,311,821	
Professional fees	6,129	4,390	21,025	143,120	71,258	517,092	763,014	880,762	49,698	930,460	1,093,474	1,791,739	
Technology	6,300	1,420	6,008	4,695	22,533	2,674	43,630	16,402	308	16,710	90,340	48,581	
Program supplies	15,791	344	8,055	1,079	6,703	446	31,918	6,812	16	6,828	35,746	61,725	
Conferences and events	16,896	-	2,907	69,604	41,702	69,984	201,003	38,280	67	38,347	238,677	97,791	
Professional development	3,331	1,722	6,603	5,214	9,035	3,242	29,147	10,284	373	10,657	39,804	7,138	
Travel	3,308	303	1,974	2,555	91,523	9,720	109,383	26,318	196	26,514	135,897	107,605	
Insurance	1,252	1,248	4,783	3,629	2,203	2,349	15,464	9,821	270	10,091	25,555	33,171	
Marketing	-	-	-	-	-	-	-	8,302	2,082	10,384	171,841	257,681	
Office expense	9,755	1,325	7,163	5,283	133,128	4,360	161,014	20,771	615	21,386	81,082	412,670	
Telephone and communications	2,848	-	12,132	8,841	27,691	8,784	60,296	118,870	5,291	124,161	428,670	16,667	
Donated materials, facilities and services (Note 7)	24,491	24,405	93,569	70,998	43,094	45,952	302,509	17,444	-	17,444	17,444	8,559	
Bad debt expense	-	-	-	-	-	-	-	8,559	-	8,559	-	-	
Depreciation	-	-	-	-	-	-	-	-	-	-	-	-	
Total Expenses	\$473,211	\$426,884	\$1,779,874	\$1,515,671	\$1,219,298	\$1,390,735	\$6,805,673	\$2,836,364	\$147,379	\$2,983,743	\$9,789,416	\$9,219,136	

See accompanying notes to financial statements.

The NYC Leadership Academy, Inc.

Statement of Cash Flows (with comparative totals for 2011)

<i>Year ended June 30,</i>	2012	2011
Cash Flows From Operating Activities:		
Change in net assets	\$ 36,527	\$ 31,089
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation and amortization	8,559	35,973
Provision for bad debt expense	17,444	16,667
(Increase) decrease in:		
Assets whose use is limited	(353,417)	184,986
Grants receivable	(215,406)	185,200
Contracted services receivable	(313,953)	(311,622)
Prepaid expenses and other receivables	765	48,438
Increase (decrease) in:		
Accounts payable and other liabilities	(5,587)	(143,071)
Accrued payroll and payroll related liabilities	31,600	49,293
Net Cash Provided By (Used In)		
Operating Activities	(793,468)	96,953
Cash Flows From Investing Activities:		
Purchase of fixed assets	-	(1,935)
Net Increase (Decrease) in Cash and Cash Equivalents	(793,468)	95,018
Cash and Cash Equivalents, Beginning of Year	4,444,417	4,349,399
Cash and Cash Equivalents, End of Year	\$3,650,949	\$4,444,417

See accompanying notes to financial statements.

The NYC Leadership Academy, Inc.

Notes to Financial Statements

1. Nature of Organization

The NYC Leadership Academy, Inc. (the "Leadership Academy") recruits and trains new and current principals for the New York City public school system through the distinct programs described below.

The following programs and supporting services are included in the accompanying financial statements:

- **Aspiring Principals Program ("APP"):** APP puts educational professionals on a rigorous and accelerated track toward successfully leading New York City's most challenging schools. Aspiring principals complete a demanding 14-month leadership development program that includes a six-week summer intensive using a problem-based curriculum that simulates the principalship, a ten-month long residency in a school under the guidance of experienced mentor principals, and a planning summer that prepares the participants to transition effectively into their new leadership roles. APP graduates commit to serve the New York City Department of Education ("NYCDOE") for a period of five years.
- **New School Intensive ("NSI"):** NSI provides leadership development and technical support to all individuals selected to open new, small schools. NSI's pre- and in-service components include targeted leadership development sessions, and technical support to help these new principals address the unique leadership challenges inherent in building a high-functioning educational environment from scratch.
- **New Principal Support Program ("NPS"):** NPS provides leadership development to first year principals of existing and new schools. This program offers early-career principals a menu of leadership development resources, including 1:1 coaching by former school leaders, leadership development sessions and peer networking opportunities.
- **Experienced Principals Coaching Program:** Designed and delivered by recently retired expert practitioners who stay abreast of and responsive to system reform efforts, these coaching programs for experienced principals are aimed at helping principals improve student learning outcomes. Coaches offer a range of support through a facilitative approach grounded in clearly defined leadership competencies, including one to one coaching, coaching for school teams and small groups of principals as well as targeted sessions and peer networking opportunities.
- **National Initiative Program ("NI"):** NI helps other school systems develop comprehensive leadership preparation, coaching, and support programs for their principals. Its service area includes urban, suburban, and rural school systems, state education agencies, universities and education-oriented nonprofits organizations.
- **Other Programs:** In addition to the above described programs, the Leadership Academy also designs and delivers workshops directed at principals, helps with the development of other NYCDOE-led leadership programs, and supports system-wide initiatives that address broader leadership needs of the NYCDOE.

The NYC Leadership Academy, Inc.

Notes to Financial Statements

2. Summary of Significant Accounting Policies

(a) *Basis of Accounting and Presentation*

The accompanying financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

(b) *Financial Statement Presentation*

The classification of the Leadership Academy's net assets and its support, revenue and expenses is based on the existence or absence of donor-imposed restrictions. It requires that the amounts for each of three classes of net assets, permanently restricted, temporarily restricted and unrestricted, be displayed in the statement of financial position and that the amounts of change in each of those classes of net assets be displayed in a statement of activities.

The classes of net assets are defined as follows:

Permanently Restricted - Net assets resulting from contributions and other inflows of assets whose use by the Leadership Academy is limited by donor-imposed stipulations that neither expire by passage of time nor can be fulfilled or otherwise removed by actions of the Leadership Academy.

Temporarily Restricted - Net assets resulting from contributions and other inflows of assets whose use by the Leadership Academy is limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled and removed by actions of the Leadership Academy pursuant to those stipulations. When such stipulations end or are fulfilled, such temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities.

Unrestricted - The part of net assets that is neither permanently nor temporarily restricted by donor-imposed stipulations. They represent resources over which the Leadership Academy has full discretion with respect to its use.

(c) *Cash and Cash Equivalents*

The Leadership Academy considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash and cash equivalents.

(d) *Tax Status*

The Leadership Academy was incorporated in the State of New York and is exempt from Federal, state and local income taxes under Section 501(c)(3) of the Internal Revenue Code (the "Code"), and therefore has made no provision for income taxes in the accompanying financial statements. In addition, the Institute has been determined by the Internal Revenue Service not to be a "private foundation" within the meaning of Section 509(a) of the Code. There was no unrelated business income for the year ended June 30, 2012.

The Leadership Academy has not taken an unsubstantiated tax position that would require provision of a liability under Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 740, "Income Taxes". The Leadership Academy has filed for and received income tax exemptions in the jurisdictions where it is required to do so. Additionally, The Leadership Academy has filed IRS Form 990 information returns, as required, and all other applicable returns in jurisdictions where so required. For the year ended June 30, 2012, there was no interest or penalties recorded or included in the statement of activities.

The NYC Leadership Academy, Inc.

Notes to Financial Statements

(e) Assets Whose Use is Limited

Assets whose use is limited consists of donor-contributed funds that are required to be maintained in separate accounts for specific purposes.

(f) Contributions and Grants

Contributions received are recorded as unrestricted, temporarily restricted or permanently restricted support, depending on the existence and/or nature of any donor restrictions. Contributions with purpose or time restrictions (defined by management as unrestricted amount due in more than one year) are reported as increases in temporarily restricted net assets. When a donor restriction expires, that is, when a time restriction ends or purpose restriction is fulfilled, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Restricted gifts and grants, received and utilized in the current year, are reflected in the statement of activities in the unrestricted class of net assets.

Public grants from government agencies are recorded based on the terms of the grantor allotment, which generally provides that revenue is earned when the allowable costs or units of services of specific grant provisions have been incurred or provided.

(g) Fixed Assets

Fixed assets with an initial value of \$2,500 or more are recorded at cost, if purchased, or estimated fair value at date of receipt, if donated, less accumulated depreciation. Depreciation is provided under the straight-line method over estimated useful lives of three to seven years.

(h) Use of Estimates

In preparing financial statements in conformity with accounting principles generally accepted in the United States of America, management is required to make estimates and assumptions that affect the reported amounts, assets and liabilities at the date of the financial statements and revenues and expenses during the reporting period. Actual results could differ from those estimates.

(i) Donated Materials, Facilities and Services

Donated materials, facilities and services are valued at their fair market value. Donated services are recognized if the services received (a) create or enhance non-financial assets or (b) require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not donated.

(j) Concentration of Credit Risk

Financial instruments which potentially subject the Leadership Academy to concentration of credit risk consist primarily of temporary cash investments. At various times during the year, the Leadership Academy had cash deposits at financial institutions which exceeded the FDIC insurance limit.

(k) Functional Allocation of Expenses

The cost of providing various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain administrative costs have been allocated among the programs and supporting services based on benefits received.

The NYC Leadership Academy, Inc.

Notes to Financial Statements

(I) Comparative Financial Information

The financial statements include certain prior year summarized comparative information. Accordingly, such information should be read in conjunction with the prior year financial statements from which the summarized information was derived. With respect to the statement of activities, the prior year information is not presented by net asset class. With respect to the statement of functional expenses, the prior year expenses by expense classification are presented in total rather than by functional category. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States.

3. Fixed Assets, Net

Fixed assets, net consists of the following:

<i>June 30, 2012</i>	
Equipment	\$ 728,170
Furniture and fixtures	27,596
Library books	59,429
Software	117,072
Total	932,267
Less: Accumulated depreciation	(910,871)
Fixed assets, net	\$ 21,396

4. Donated Materials, Facilities and Services

The value of donated materials, facilities and services included in support and revenues and corresponding management, general and administrative expenses for the year ended June 30, 2012 are as follows:

Utilities, phone and other	\$ 58,652
Rent	368,018
	\$426,670

These services were donated by the NYCDOE in accordance with the terms of the leadership development contract awarded to the Leadership Academy.

The NYC Leadership Academy, Inc.

Notes to Financial Statements

5. Temporarily Restricted Net Assets

Temporarily restricted net assets were available for the following purposes at June 30, 2012:

Wallace - Product Development	\$228,417
Wallace - Professional Learning Community	125,000
	<u>\$353,417</u>

6. Economic Dependency

The Leadership Academy was originally supported through private funding. The intent of these private donors was to provide seed capital to launch the organization with the expectation that its work would ultimately be primarily funded by public funds. While these donors continue to be highly supportive of the Leadership Academy's work and may fund small-scale projects in the future, they expect the promised shift from private to public funding of its work. As such, the NYCDOE issued a request for proposal ("RFP") for leadership development services and the Leadership Academy was selected to provide these services through a competitive bidding process. The Leadership Academy was granted a contract of \$53,828,873 with NYCDOE for a period from July 1, 2008 to June 30, 2013. Approximately 66% of the Leadership Academy's revenue was funded under this NYCDOE contract in fiscal year 2012. The Leadership Academy has received supplemental funding from a US Department of Education grant, foundation grants and contracts for fee for service from various educational institutions (all combined accounted for over 34% of revenue in fiscal year 2012), which helped to mitigate service costs for most principals of high need schools.

7. Subsequent Events

The Leadership Academy's management has performed subsequent events procedures through October 18, 2012, which is the date the financial statements were available to be issued and there were no subsequent events requiring adjustment to the financial statements or disclosures as stated herein.

**The NYC Leadership Academy,
Inc.**

**Financial Statements
Year Ended June 30, 2013**

**The NYC Leadership Academy,
Inc.**

Financial Statements
Year Ended June 30, 2013

The NYC Leadership Academy, Inc.

Contents

Independent Auditor's Report	3-4
Financial Statements:	
Statement of Financial Position as of June 30, 2013	5
Statement of Activities for the Year Ended June 30, 2013	6
Statement of Functional Expenses the Year Ended June 30, 2013	7
Statement of Cash Flows for the Year Ended June 30, 2013	8
Notes to Financial Statements	9-13



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Independent Auditor's Report

Board of Directors
The NYC Leadership Academy, Inc.
New York, New York

Report on the Financial Statements

We have audited the accompanying financial statements of The NYC Leadership Academy, Inc. (the "Leadership Academy"), which comprise the statement of financial position as of June 30, 2013, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Leadership Academy's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Leadership Academy's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The NYC Leadership Academy, Inc. as of June 30, 2013, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited The NYC Leadership Academy, Inc.'s 2012 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 18, 2012. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2012 is consistent, in all material respects, with the audited financial statements from which it has been derived.

BDO USA, LLP

December 6, 2013

The NYC Leadership Academy, Inc.

Statement of Financial Position (with comparative totals for 2012)

June 30,	2013	2012
Assets		
Cash and cash equivalents (Note 2)	\$2,183,040	\$3,650,949
Assets whose use is limited (Note 2)	600,288	353,417
Grants receivable	452,579	345,745
Contracted services receivable	3,457,357	2,592,998
Prepaid expenses	182,243	84,604
Fixed assets, net (Note 3)	203,018	21,396
	\$7,078,525	\$7,049,109
Liabilities and Net Assets		
Liabilities:		
Accounts payable and other liabilities	\$ 411,587	\$ 409,212
Accrued payroll and payroll related liabilities	104,950	224,577
Total Liabilities	516,537	633,789
Net Assets:		
Unrestricted	5,961,700	6,061,903
Temporarily restricted (Note 5)	600,288	353,417
Total Net Assets	6,561,988	6,415,320
	\$7,078,525	\$7,049,109

See accompanying notes to financial statements.

The NYC Leadership Academy, Inc.

Statement of Activities (with comparative totals for 2012)

Year ended June 30,

	Unrestricted	Temporarily Restricted	Total	
			2013	2012
Public Support and Revenue:				
Contracted services	\$ 8,343,154	\$ -	\$ 8,343,154	\$7,922,116
Donated materials, facilities and services (Note 4)	344,219	-	344,219	426,670
Grant income	1,419,260	680,000	2,099,260	1,461,464
Miscellaneous income	3,010	-	3,010	834
Interest income	8,562	-	8,562	14,859
Net assets (deficit) released from restriction (Note 6)	433,129	(433,129)	-	-
Total Public Support and Revenue	10,551,334	246,871	10,798,205	9,825,943
Expenses:				
Program services:				
Aspiring Principals Program	705,779	-	705,779	473,211
New School Intensive	453,778	-	453,778	426,884
New Principal Support Program	1,826,394	-	1,826,394	1,779,874
Experienced Coaching Program	1,482,041	-	1,482,041	1,515,671
National Initiative Program	2,027,389	-	2,027,389	1,219,298
Other programs	1,826,147	-	1,826,147	1,390,735
Total Program Services	8,321,528	-	8,321,528	6,805,673
Supporting services:				
Management and general	2,034,144	-	2,034,144	2,836,364
Fundraising	295,865	-	295,865	147,379
Total Supporting Services	2,330,009	-	2,330,009	2,983,743
Total Expenses	10,651,537	-	10,651,537	9,789,416
Change in Net Assets	(100,203)	246,871	146,668	36,527
Net Assets, Beginning of Year	6,061,903	353,417	6,415,320	6,378,793
Net Assets, End of Year	\$ 5,961,700	\$ 600,288	\$ 6,561,988	\$6,415,320

See accompanying notes to financial statements.

Year ended June 30,

See accompanying notes to financial statements.

The NYC Leadership Academy, Inc.

Statement of Cash Flows (with comparative totals for 2012)

<i>Year ended June 30,</i>	2013	2012
Cash Flows From Operating Activities:		
Change in net assets	\$ 146,668	\$ 36,527
Adjustments to reconcile change in net assets to net cash used in operating activities:		
Depreciation and amortization	15,842	8,559
Provision for bad debt expense	-	17,444
(Increase) decrease in:		
Assets whose use is limited	(246,871)	(353,417)
Grants receivable	(107,134)	(215,406)
Contracted services receivable	(864,059)	(313,953)
Prepaid expenses and other receivables	(97,639)	765
Increase (decrease) in:		
Accounts payable and other liabilities	2,374	(5,587)
Accrued payroll and payroll related liabilities	(119,627)	31,600
Net Cash Used In Operating Activities	(1,270,446)	(793,468)
Cash Flows From Investing Activities:		
Purchase of fixed assets	(197,463)	-
Net Decrease in Cash and Cash Equivalents	(1,467,909)	(793,468)
Cash and Cash Equivalents, Beginning of Year	3,650,949	4,444,417
Cash and Cash Equivalents, End of Year	\$ 2,183,040	\$3,650,949

See accompanying notes to financial statements.

The NYC Leadership Academy, Inc.

Notes to Financial Statements

1. Nature of Organization

The NYC Leadership Academy (the "Leadership Academy") is a national non-profit organization committed to preparing and supporting school leaders who can transform the most challenging schools and improve outcomes for all students. The Leadership Academy is the primary leadership development partner to the NYC Department of Education ("NYCDOE") - the largest school system in the country - and provides customized school leadership advisory services and technical assistance to over 24 districts and states across the country.

The following programs and supporting services are included in the accompanying financial statements:

- Aspiring Principals Program ("APP"): APP puts educational professionals on a rigorous and accelerated track toward successfully leading New York City's most challenging schools. Aspiring principals complete a demanding 14-month leadership development program that includes a six-week summer intensive using a problem-based curriculum that stimulates the principalship, a ten-month long residency in a school under the guidance of experienced mentor principals, and a planning summer that prepares the participants to transition effectively into their new leadership roles.
- New Principal Support Program ("NPS"): NPS provides leadership development to first year principals. This program offers these principals a menu of leadership development resources including 1:1 coaching by former school leaders and leadership development sessions.
- Experienced Principals Coaching Program: Provided by recently retired expert practitioners who stay abreast of and responsive to system reform efforts, the coaching support is aimed at helping principals improve student learning outcomes. Coaches offer a range of coaching supports including 1:1 coaching, coaching for school teams and small group coaching.
- New School Intensive ("NSI"): NSI provides leadership development and technical support to all individuals selected to open new, small schools. NSI's pre and in-service components include targeted leadership development sessions and technical support to help these new principals address the unique leadership changes inherent in building a high-functioning educational environment from scratch.
- National Initiatives Program ("NI"): NI provides short and long-term consulting in school leadership preparation, coaching/mentoring of aspiring and current school leaders, and comprehensive leadership development systems. Its service area includes urban, suburban, and rural school systems, state education agencies, universities, and education-oriented non-profit organizations.
- Other Programs: In addition to the above described programs, the Leadership Academy also designs and delivers workshops for NYCDOE principals, helps with the development of other NYCDOE-led leadership programs, and supports system-wide initiatives that address broader leadership needs of the NYCDOE.

The NYC Leadership Academy, Inc.

Notes to Financial Statements

2. Summary of Significant Accounting Policies

(a) *Basis of Accounting and Presentation*

The accompanying financial statements are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

(b) *Financial Statement Presentation*

The classification of the Leadership Academy's net assets and its support, revenue and expenses is based on the existence or absence of donor-imposed restrictions. It requires that the amounts for each of three classes of net assets, permanently restricted, temporarily restricted and unrestricted, be displayed in the statement of financial position and that the amounts of change in each of those classes of net assets be displayed in a statement of activities.

The classes of net assets are defined as follows:

Permanently Restricted - Net assets resulting from contributions and other inflows of assets whose use by the Leadership Academy is limited by donor-imposed stipulations that neither expire by passage of time nor can be fulfilled or otherwise removed by actions of the Leadership Academy.

Temporarily Restricted - Net assets resulting from contributions and other inflows of assets whose use by the Leadership Academy is limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled and removed by actions of the Leadership Academy pursuant to those stipulations. When such stipulations end or are fulfilled, such temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities.

Unrestricted - The part of net assets that is neither permanently nor temporarily restricted by donor-imposed stipulations. They represent resources over which the Leadership Academy has full discretion with respect to its use.

(c) *Cash and Cash Equivalents*

The Leadership Academy considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash and cash equivalents.

(d) *Tax Status*

The Leadership Academy was incorporated in the State of New York and is exempt from Federal, state and local income taxes under Section 501(c)(3) of the Internal Revenue Code (the "Code"), and therefore has made no provision for income taxes in the accompanying financial statements. In addition, the Leadership Academy has been determined by the Internal Revenue Service not to be a "private foundation" within the meaning of Section 509(a) of the Code. There was no unrelated business income for the year ended June 30, 2013.

The Leadership Academy has not taken an unsubstantiated tax position that would require provision of a liability under Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 740, "Income Taxes". The Leadership Academy has filed for and received income tax exemptions in the jurisdictions where it is required to do so. Additionally, The Leadership Academy has filed IRS Form 990 information returns, as required, and all other applicable returns in jurisdictions where so required. For the year ended June 30, 2013, there was no interest or penalties recorded or included in the statement of activities. As of June 30, 2013 management believes that the Leadership Academy is no longer subject to income tax examinations for years prior to 2010.

The NYC Leadership Academy, Inc.

Notes to Financial Statements

(e) Assets Whose Use is Limited

Assets whose use is limited consists of donor-contributed funds that are required to be maintained in separate accounts for specific purposes.

(f) Contributions and Grants

Contributions received are recorded as unrestricted, temporarily restricted or permanently restricted support, depending on the existence and/or nature of any donor restrictions. Contributions with purpose or time restrictions (defined by management as unrestricted amount due in more than one year) are reported as increases in temporarily restricted net assets. When a donor restriction expires, that is, when a time restriction ends or purpose restriction is fulfilled, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Restricted gifts and grants, received and utilized in the current year, are reflected in the statement of activities in the unrestricted class of net assets.

Public grants from government agencies are recorded based on the terms of the grantor allotment, which generally provides that revenue is earned when the allowable costs or units of services of specific grant provisions have been incurred or provided.

(g) Fixed Assets

Fixed assets with an initial value of \$2,500 or more are recorded at cost, if purchased, or estimated fair value at date of receipt, if donated, less accumulated depreciation. Depreciation is provided under the straight-line method over estimated useful lives of three to seven years.

(h) Use of Estimates

In preparing financial statements in conformity with accounting principles generally accepted in the United States of America, management is required to make estimates and assumptions that affect the reported amounts, assets and liabilities at the date of the financial statements and revenues and expenses during the reporting period. Actual results could differ from those estimates.

(i) Donated Materials, Facilities and Services

Donated materials, facilities and services are valued at their fair market value. Donated services are recognized if the services received (a) create or enhance non-financial assets or (b) require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not donated.

(j) Concentration of Credit Risk

Financial instruments which potentially subject the Leadership Academy to concentration of credit risk consist primarily of temporary cash investments. At various times during the year, the Leadership Academy had cash deposits at financial institutions which exceeded the FDIC insurance limit.

(k) Functional Allocation of Expenses

The cost of providing various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain administrative costs have been allocated among the programs and supporting services based on benefits received.

The NYC Leadership Academy, Inc.

Notes to Financial Statements

(I) Comparative Financial Information

The financial statements include certain prior year summarized comparative information. Accordingly, such information should be read in conjunction with the prior year financial statements from which the summarized information was derived. With respect to the statement of activities, the prior year information is not presented by net asset class. With respect to the statement of functional expenses, the prior year expenses by expense classification are presented in total rather than by functional category. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States.

3. Fixed Assets, Net

Fixed assets, net consists of the following:

June 30, 2013

Equipment	\$ 728,170
Furniture and fixtures	27,596
Library books	59,429
Software	314,535
Total	1,129,730
Less: Accumulated depreciation	(926,712)
Fixed assets, net	\$ 203,018

4. Donated Materials, Facilities and Services

The value of donated materials, facilities and services included in support and revenues and corresponding management, general and administrative expenses for the year ended June 30, 2013 are as follows:

Utilities, phone and other	\$ 58,652
Rent	285,567
	\$344,219

These services were donated by the NYCDOE in accordance with the terms of the leadership development contract awarded to the Leadership Academy.

The NYC Leadership Academy, Inc.

Notes to Financial Statements

5. Temporarily Restricted Net Assets

Temporarily restricted net assets were available for the following purposes at June 30, 2013:

Wallace - Product Development	\$111,293
Wallace - PLC PPI	443,292
Wallace - Mentoring	45,703
	<u>\$600,288</u>

Net assets released from restrictions amounted to \$433,129 for the year ended June 30, 2013.

6. Economic Dependency

The Leadership Academy was originally supported through private funding. The intent of these private donors was to provide seed capital to launch the organization with the expectation that its work would ultimately be primarily funded by public funds. While these donors continue to be highly supportive of the Leadership Academy's work and may fund small-scale projects in the future, they expect the promised shift from private to public funding of its work. As such, the NYCDOE issued a request for proposal ("RFP") for leadership development services and the Leadership Academy was selected to provide these services through a competitive bidding process. The Leadership Academy was granted a contract of \$53,828,873 with NYCDOE for a period from July 1, 2008 to June 30, 2013. The contract was extended for an additional one year term for July 1, 2013 through June 30, 2014 in the amount of \$6,600,000. Approximately 57% of the Leadership Academy's revenue was funded under this NYCDOE contract in fiscal year 2013. The Leadership Academy has received supplemental funding from a US Department of Education grant, foundation grants and contracts for fee for service from various educational institutions (all combined accounted for over 43% of revenue in fiscal year 2013), which helped to mitigate service costs for most principals of high need schools.

7. Subsequent Events

The Leadership Academy's management has performed subsequent events procedures through December 6, 2013, which is the date the financial statements were available to be issued and there were no subsequent events requiring adjustment to the financial statements or disclosures as stated herein.



Terminations, Litigation, Debarment

No, during the last five (5) years, NYC Leadership Academy has not had a contract for services terminated for any reason.

No, during the last five (5) years, NYC Leadership Academy has not had any damages or penalties of anything of value traded or given up by under any existing or past contracts as it relates to services performed that are similar to the services outlined in this RFP and the resulting contract.

No, during the last five (5) years, NYC Leadership Academy has not received any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting its right to engage in any business, practice or activity.

No, during the last five (5) years, NYC Leadership Academy has not been involved in any pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect its ability to perform the required services. No owners, officers, or primary partners of the NYC Leadership Academy have ever been convicted of a felony.

No, during the last five (5) years, no irregularities have been discovered in any of the accounts maintained by the NYC Leadership Academy on behalf of others.

Acceptance of Terms and Conditions

NYCLA accepts all terms and conditions stated in the RFP.

Firm Proposal Terms

NYCLA guarantees the availability of the services offered in this proposal and that all Proposal terms, including price, will remain firm a minimum of ninety (90) days following the deadline for submitting Proposals.

Appendix

- Sample of NYCLA's Leadership Performance Planning Worksheet© (LPPW)
- Content map for proposed curriculum
- Sample summer institute curriculum

Communication Leadership Dimension Behaviors That Meet the Standard

<p>3.1 Communicates in ways that reflect careful analysis and the ability to listen</p> <p><input type="radio"/> Meets Standard</p> <p><input type="radio"/> Approaches Standard</p>	<p>↑ Leader's communication is clear and appropriate for each audience and matches media with message.</p> <p>↑ Leader understands cultural patterns and adjusts his/her communication style accordingly.</p> <p>↑ Leader attends and responds to subtle nonverbal cues in others.</p> <p>↑ Leader consistently listens and checks for mutual understanding.</p> <p>↑ Leader does not avoid difficult issues; he/she deals with them honestly and directly by using low-inference data and providing examples.</p> <p>↑ Leader actively pursues disconfirming evidence when drawing conclusions.</p>
<p>3.2 Promotes the success of all students through consistently direct communication with students and by understanding and responding to their broader political, socio-economic and cultural contexts</p> <p><input type="radio"/> Meets Standard</p> <p><input type="radio"/> Approaches Standard</p>	<p>↑ Leader interacts with student body on a consistent basis.</p> <p>↑ Leader models behavior for staff and encourages staff to engage in purposeful solicitation of student ideas regarding successful classroom approaches to teaching and learning.</p>
<p>3.3 Collaborates with staff</p> <p><input type="radio"/> Meets Standard</p> <p><input type="radio"/> Approaches Standard</p>	<p>↑ Leader knows all staff members and publicly acknowledges individual contributions.</p> <p>↑ Leader models, encourages, and reinforces efficacy in individuals to produce results and persevere even when internal and external difficulties interfere with the achievement of strategic goals.</p> <p>↑ Leader generates a sense of urgency by aligning the energy of others in pursuit of strategic goals.</p>

Areas for Improvement

Next Steps

Student Performance

Leadership Dimension Behaviors That Meet the Standard

4.1 Plans and sets goals for student performance <input type="radio"/> Meets Standard <input type="radio"/> Approaches Standard	<p>⇨ Leader sets goals that are within the zone of proximal development for students, teachers, and the organization.</p> <p>⇨ Leader develops and implements plan to attract and retain qualified teachers and staff.</p>
4.2 Recruits and retains qualified staff <input type="radio"/> Meets Standard <input type="radio"/> Approaches Standard	
4.3 Ensures continual improvement for students, teachers, and the organization <input type="radio"/> Meets Standard <input type="radio"/> Approaches Standard	<p>⇨ Leader possesses working knowledge of current curricular initiatives, approaches to content, and differentiated instructional design including the options offered by technology.</p> <p>⇨ Leader understands, articulates, and implements effective instructional strategies and evaluates their effectiveness.</p> <p>⇨ Leader focuses staff meetings on instructional issues.</p>
4.4 Demonstrates understanding of the relationship between assessment, standards, and curriculum <input type="radio"/> Meets Standard <input type="radio"/> Approaches Standard	<p>⇨ Leader facilitates the analysis and alignment of assessment tools and the curriculum.</p> <p>⇨ Leader aligns school's organizational structure, resources, and instructional priorities to address learning standards and leverage student learning.</p>
4.5 Reports student achievement results transparently <input type="radio"/> Meets Standard <input type="radio"/> Approaches Standard	<p>⇨ Leader gathers and uses multiple indicators of student success that reveal patterns, trends, and insights.</p> <p>⇨ Leader creates systems to make school data accessible and understood by staff, families, and students.</p>

Areas for Improvement

Next Steps

Progress Update

4.0

Content Map

	Summer Institute	School-Year Workshops	Coaching
Organizational Leadership for Administrators	<p><i>Learning Objectives</i></p> <ul style="list-style-type: none"> • Be able to articulate a clear and compelling vision for high student achievement that galvanizes teacher leaders and school and community stakeholders • Be able to construct a strategic road map and build the structures and systems necessary for teacher leaders to thrive 	<p><i>Learning Objectives</i></p> <ul style="list-style-type: none"> • Demonstrate capacity to consistently communicate school priorities to larger school community • Demonstrate capacity to self-assess team functioning and utilize team functioning tools 	<p><i>Learning Objectives</i></p> <ul style="list-style-type: none"> • Understand and utilize theories of learning and change • Set a system for clear expectations of teachers and teacher leaders • Consistently manage time in relationship to priorities
Adult Learning	<ul style="list-style-type: none"> • Understand principles of adult learning, and recognize these principles in action • Make connection between one's own learning and creating effective learning opportunities for other adults 	<ul style="list-style-type: none"> • Assess staff areas of growth; identify patterns and trends of learning needs across staff; develop appropriate professional development 	<ul style="list-style-type: none"> • Use knowledge of theories of learning and change to respond strategically to immediate and long-term challenges. • Value mistakes in the service of learning
Collaborative Culture	<ul style="list-style-type: none"> • Create a school vision and culture in which teacher leadership and collaboration is valued • Know how to effectively contribute to and work on a team and be able to approach the school transformation work as a team 	<ul style="list-style-type: none"> • Create a culture that positions both teachers and students to develop the attitudes and beliefs that enable them to engage in learning 	<ul style="list-style-type: none"> • Value different points of view within the school • Handle disagreement and dissent constructively

Communication	<ul style="list-style-type: none"> • Know the characteristics of effective feedback and be able to use feedback to change behavior (of self and others) 	<ul style="list-style-type: none"> • Communicate effectively to a range of stakeholders • Use formal and informal feedback to improve performance 	<ul style="list-style-type: none"> • Communicate in ways that reflect careful analysis and the ability to listen
Content/ Pedagogy/ Assessment	<ul style="list-style-type: none"> • Understand the relationship between standards, curriculum and assessment 	<ul style="list-style-type: none"> • Align student work to the Iowa Core • Understand teacher practice in relation to the Iowa Core 	<ul style="list-style-type: none"> • Work with teacher leaders to plan and set goals for student performance
Systems Thinking	<ul style="list-style-type: none"> • Know how mental models impact one's selection and organization of data and be able to apply a systems thinking approach to problem solving 	<ul style="list-style-type: none"> • Apply systems thinking to managing resources (staff, time, budget) • Make strategic decisions based on multiple sources of data 	<ul style="list-style-type: none"> • Use evidence as basis for decision-making • Link decisions to strategic priorities
Data	<ul style="list-style-type: none"> • Know how to use school data to inform decisions and improve student outcomes 	<ul style="list-style-type: none"> • Use classroom data as a lens for assessing student learning 	<ul style="list-style-type: none"> • Work with teacher leaders to implement a systemic approach for struggling learners and special populations and critically review all approaches for effectiveness

Summer Institute: Sample Curriculum

Goals for 2013-2014 for Rhode Island's Academy for Turnaround Leaders

1. Engage school leaders and their teams in relevant, engaging, and meaningful learning experiences that support implementation of school reform plans.
2. Design and facilitate PD that complements and aligns with that of districts and local professional organizations.
3. Engage school leaders and their teams in building relevant content knowledge, practice necessary skills in communication, teamwork, and capacity-building.
4. Create opportunities for school leaders from across RI and their teams to learn from and build relationships with colleagues from across the state.

Yearlong KBADs (what participants need to Know and Be Able to Do)

For School Leaders:

- Sustain a clear and compelling vision for high student achievement that continues to include school and community stakeholders
- Remain grounded in the values and moral imperative associated with the work and be able to sustain oneself (physically, emotionally, etc.)
- Effectively contribute to and work on a team
- Facilitate and develop the school's leadership team to effectively execute school priorities
- Build staff capacity and potential in order to effectively implement School Reform Plan and school priorities
- Analyze school data and use it to measure progress of School Reform Plan implementation and student learning
- Use feedback as a tool to change behavior (of self and others)

For School Leadership Teams:

- Demonstrate ability to approach the school transformation work as a team

- Demonstrate capacity to assess progress through the consistent use of data
- Identify mental models and their impact on how data is selected and analyzed in relation to School Reform Plan
- Demonstrate capacity to consistently communicate school priorities to larger school community
- Demonstrate capacity to self-assess team functioning and utilize team functioning tools

PD SESSIONS

Session 1 – Principals only

Where are we, where do we need to go, and how do we get there?

Goals:

1. Using the June 2014 vision as a starting point
 - a. Assess effectiveness of data collection and analysis process
 - b. Understand where the urgency and ambition of plan is potentially in conflict with staff capacity
 - c. Continued practice communication of June 2014 vision and building capacity of others to do so
 - d. Assess effectiveness of leadership team in moving the school towards that vision

Session 2 - Principals and Teams

What are the big bets in our strategy? How are we working as a team to determine if we are moving in the right direction?

Goals:

1. The team will begin to articulate its positioning within the Data Wise process.
2. The team will collectively know and be able to articulate appropriate outcomes for at least (1) strategy.
3. The team will be able to identify specific short and long term indicators of success for at least (1) strategy.

4. The team will be able to connect decision-making to data analysis, and propose new leverage points.

Session 3 - Principals and Teams

How do we engage other stakeholders in where we are in the improvement process and in where we hope to be by June 2014?

Goals:

1. Using a case study as a reflection tool to identify strengths and gaps in school's data process
2. Articulate (1) action step the team will take to leverage strengths and address gaps in that process
3. Identify ways to engage & empower stakeholders beyond this team
4. Utilize expertise in room to problem-solve

Session 4 - Principals and Teams

How are we assessing our team in relation to our purpose and what are the implications for both leadership and implementation to June 2014? How do we use what we have learned about our team and the work of implementation to create short and long term goals?

Goals:

Facilitate and develop school leaders' capacity to:

- Assess team capacity in relation to purpose of the team
- Support the team in effectively executing the school's priorities
- Identify implications for leadership

Facilitate teams' capacity to

- Assess team skill set in relation to purpose of the team
- Identify implications for implementation to June
- Teams will backward plan for one strategy from March – September 2014

Session 5 – Principals only



How am I thinking about the leadership team's capacity as we prepare for next year?

What are the implications for my own leadership?

Leaders will be introduced to:

- Distinctions between different types of operating contexts (routine, complex, and innovative)

Leaders will be able to:

- Plan for team growth in relation to September 2014 strategy plan
- Identify critical conversations with team members and other staff
- Self-identify areas of leadership support

Session 6 – Principals and Teams

How do we build on our team's accomplishments this year and plan for next year's implementation challenges?

Goals:

- Teams will be able to identify key initiatives and action steps for September 2014 and have opportunities for feedback
- Teams will be able to reflect on team learning and growth and use this for more effective planning next year
- Teams will discuss and identify ways to sustain this year's growth
- As a large group, identify 1-2 strategies for sustaining the group's learning and continue to build our learning community

Attachment #1

Date: November 17, 2014

Ryan Wise, Issuing Officer
Iowa Department of Education
Grimes State Office Building
400 East 14th Street
Des Moines, IA 50319-0146

Re: Request for Proposal Number ED-RW279-01
PROPOSAL CERTIFICATION

Dear Mr. Wise,

I certify that the contents of the Proposal submitted on behalf of NYC Leadership Academy (Vendor) in response to the Iowa Department of Education Request for Proposal Number ED-RW279-01 are true and accurate. I also certify that NYCLA (Vendor) has not made any knowingly false statements in its proposal.

Furthermore, I acknowledge my understanding of the following:

Chapter 73.2 of the Code of Iowa states that all requests for bids and proposals shall contain a paragraph reading as follows, "by virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa."

Sincerely,



Name: Irma Zardoya

Title: CEO

Attachment #2

Date: Nov. 17, 2014

Ryan Wise, Issuing Officer
Iowa Department of Education
Grimes State Office Building
400 East 14th Street
Des Moines, IA 50319-0146

Re: Request for Proposal Number ED-RW279-01
CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

Dear Mr. Wise,

By submitting a Proposal in response to the Iowa Department of Education Request for Proposal (RFP) Number ED-RW279-01 for the services described in this RFP, the undersigned certifies the following:

1. The Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant of the Department who has worked on the development of this RFP, or with any person serving as a member of the Evaluation Committee.
2. The Proposal has been developed independently, without consultation, communication or agreement with any other Vendor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other Vendor.
4. No attempt has been made or will be made by NYCLA (Vendor) to induce any other Vendor to submit or not to submit a Proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between NYCLA (Vendor) and the Department that interferes with fair competition or as a conflict of interest.

Sincerely,



Name: Irma Zardoya

Title: CEO

Attachment #3

Date: Nov. 17, 2014

Ryan Wise, Issuing Officer
Iowa Department of Education
Grimes State Office Building
400 East 14th Street
Des Moines, IA 50319-0146

Re: Request for Proposal Number ED-RW279-01

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND ELIGIBILITY, AND VOLUNTARY EXCLUSION

Dear Mr. Wise,

By submitting a Proposal in response to the Iowa Department of Education Request for Proposal (RFP) Number ED-RW279-01 for the services described in this RFP, the undersigned certifies the following:

1. I certify that, to the best of my knowledge, ^{NYCA} (Vendor) and all of its principles:
 - a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal agency or agency;
 - b) have not within a three-year period preceding this Proposal been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) are not presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification;
 - d) have not within a three-year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.
2. This certification is a material representation of fact upon which the Department has relied when this transaction was entered into. If it is later determined that the undersigned knowingly rendered an erroneous certification, in addition to other remedies available, the Department may pursue available remedies including suspension, debarment, or termination of the contract.

Sincerely,



Name: Irma Zardoya

Title: CEO

Attachment #4

Date: Nov. 24, 2014

Ryan Wise, Issuing Officer
Iowa Department of Education
Grimes State Office Building
400 East 14th Street
Des Moines, IA 50319-0146

Re: Request for Proposal Number ED-RW279-01
AUTHORIZATION TO RELEASE INFORMATION

Dear Mr. Wise,

(Vendor) hereby authorizes the Iowa Department of Education to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Vendor in response to Request for Proposal Number ED-RW279-01.

The Vendor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Vendor acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the Department or may otherwise hurt its reputation or operations. The Vendor is willing to take that risk.

The Vendor hereby releases, acquits and forever discharges the State of Iowa, the Department, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Department in the evaluation and selection of a successful Vendor in response to Request for Proposal Number ED-RW279-01.

The Vendor authorizes representatives of the Department to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the undersigned's Proposal submitted in response to Request for Proposal Number ED-RW279-01.

The Vendor further authorizes any and all persons and entities to provide information, data, and opinions with regard to the undersigned's performance under any contract, agreement, or other business arrangement, the undersigned's ability to perform, the undersigned's business reputation, and any other matter pertinent to the evaluation of the undersigned. The undersigned hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Department in the evaluation and selection of a successful Vendor in response to Request for Proposal Number ED-RW279-01.

Sincerely,

NYC Leadership Academy

Printed Name of Vendor Organization

Irma Zardoya

Name of Authorized Representative

CEO

Title

11/24/2014

Date

Attachment #5

Date: Nov. 17, 2014

Ryan Wise, Issuing Officer
Iowa Department of Education
Grimes State Office Building
400 East 14th Street
Des Moines, IA 50319-0146

Re: Request for Proposal Number ED-RW279-01
CERTIFICATION REGARDING REGISTRATION, COLLECTION, AND REMISSION OF STATE SALES AND USE TAX

Dear Mr. Wise,

Pursuant to Iowa Code sections 423.2(10) & 423.5(8) (2005 Code Sup.) - a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, remit Iowa sales tax and Iowa use tax levied under Iowa Code Chapter 423 on all sales of tangible personal property and enumerated services. The Act also requires Vendors to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Proposal in response to the Iowa Department of Education Request for Proposal (RFP) Number ED-RW279-01 for the services described in this RFP, the undersigned certifies the following:

- ☐ (Vendor) is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code Chapter 423.
- ☒ (Vendor) is not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1(42) & (43)
- ☒ (Vendor) acknowledges that the Department may declare the (Vendor) bid or resulting contract void if the above certification is false
- ☒ (Vendor) understands that fraudulent certification may result in the Department or its representative filing for damages for breach of contract

Sincerely,



Name: Irma Zardoya
Title: CEO

Cost Proposal

NYCLA Support for Developing a TLC Administrator Support Program in Iowa

Focus area(s) and outcomes from the Scope of Work	Mode of Professional Development	Supporting Resources	Projected Cost
Stakeholder Engagement (addresses Scope of Work requirements 3.2.1, 3.2.4)	In-person (NYCLA personnel will provide statewide focus group and interview design, in-person implementation, and synthesis in order to inform program design and help tailor program to local needs)	NYCLA staff travel, interview/focus group transcription	\$52,000
Program Design (addresses Scope of Work requirements 3.2.1, 3.2.2, 3.2.4, 3.2.5)	In-person (NYCLA personnel will work with DE and identified partner organizations to identify and build program structure to facilitate effective and sustainable roll-out of program statewide)	NYCLA staff travel, telecommunications for remote work	\$47,000
Curriculum Design (addresses Scope of Work requirements 3.2.1, 3.2.2, 3.2.3, 3.2.4)	Remote and in-person (Will include co-design work with designated professional development facilitators --including modeling of curriculum design and feedback, as well as independent NYCLA personnel time to design and document curriculum)	NYCLA staff travel, telecommunications for remote work, licensing to use existing NYCLA IP	\$78,000
Facilitator and Coach Training (addresses Scope of Work requirements 3.2.1, 3.2.2, 3.2.4)	In-person (NYCLA personnel will provide: - formal group training for approximately 12 facilitators - in-person group and online training for approximately 30 school leadership coaches - additional small group training and one-on-one work with approximately five lead coaches)	NYCLA staff travel, travel for lead Iowa coaches for NYC-based training, subscription to NYCLA Online Coaching Modules and Online LPPW Coaching Tool	\$83,000
TOTAL PROPOSED COSTS			\$260,000

STATE OF IOWA



Formal Competitive Bid REQUEST FOR PROPOSAL RFP# ED-RW279-01

Title Teacher Leadership Compensation Administrator Support

On Behalf of the Iowa Department of Education

Proposal Due Date: November 25, 2014, by 3:30 p.m. Central Standard Time

Submit Proposal to:

Ryan Wise, Issuing Officer
Iowa Department of Education
Division of Policy and Communications
Bureau of Communications & Information Services
Grimes State Office Building
400 East 14th Street
Des Moines, IA 50319-0146
Email: ryan.wise@iowa.gov (preferred method of communication)
Fax: (515) 242-5988

All questions should be in writing and directed to the Issuing Officer.

All available information concerning this Request for Proposal can be viewed and downloaded from the following website: <http://bidopportunities.iowa.gov/>

TABLE OF CONTENTS

SECTION 1 - INTRODUCTION	pg 4
1.1 PURPOSE OF PROCUREMENT	pg 4
1.2 DEFINITIONS.....	pg 4
SECTION 2 - ADMINISTRATIVE INFORMATION.....	pg 5
2.1 ISSUING OFFICER.....	pg 5
2.2 PROCUREMENT TIMETABLE.....	pg 5
2.3 RESTRICTION ON COMMUNICATION.....	pg 5
2.4 SUBMISSION OF PROPOSALS	pg 5
2.5 DOWNLOADING THE RFP FROM THE INTERNET.....	pg 5
2.6 QUESTIONS, REQUESTS FOR CLARIFICATION AND SUGGESTED CHANGES	pg 6
2.7 AMENDMENT TO THE RFP AND PROPOSAL, AND WITHDRAWAL OF PROPOSAL	pg 6
2.8 JOINT VENTURES.....	pg 6
2.9 SUBCONTRACTORS	pg 6
2.10 COSTS TO PREPARE THE PROPOSAL	pg 7
2.11 PROPOSAL OPENING.....	pg 7
2.12 DISQUALIFICATION	pg 7
2.13 NONMATERIAL AND MATERIAL VARIANCES.....	pg 7
2.14 REJECTION OF PROPOSALS	pg 8
2.15 PUBLIC RECORDS AND REQUEST FOR CONFIDENTIAL TREATMENT.....	pg 8
2.16 PROPOSAL CLARIFICATION PROCESS.....	pg 9
2.17 VERIFICATION OF PROPOSAL CONTENT	pg 9
2.18 REFERENCE CHECKS	pg 9
2.19 INFORMATION FROM OTHER SOURCES	pg 9
2.20 SECURITY, CRIMINAL HISTORY AND BACKGROUND INVESTIGATION.....	pg 9
2.21 EVALUATION OF PROPOSALS SUBMITTED.....	pg 9
2.22 PRESENTATIONS.....	pg 10
2.23 AWARD NOTICE AND ACCEPTANCE PERIOD.....	pg 10
2.24 DEFINITION OF CONTRACT	pg 10
2.25 DISPOSITION OF PROPOSALS.....	pg 10
2.26 COPYRIGHTS.....	pg 10
2.27 RELEASE OF CLAIMS.....	pg 11
2.28 RESTRICTIONS ON GIFTS AND ACTIVITIES.....	pg 11
2.29 CHOICE OF LAW AND FORUM.....	pg 11
2.30 NO MINIMUM GUARANTEE.....	pg 11
2.31 CONTRACT TERMS AND CONDITIONS.....	pg 11
SECTION 3 - SERVICE REQUIREMENTS.....	pg 12
3.1 INTRODUCTION TO THE PROGRAM.....	pg 12
3.2 SCOPE OF WORK.....	pg 12
SECTION 4 - FORMAT AND CONTENT OF PROPOSALS.....	pg 16
4.1 INSTRUCTIONS	pg 16
4.2 TECHNICAL PROPOSAL.....	pg 17
4.2.1 Transmittal/Cover Letter.....	pg 17
4.2.2 Table of Contents	pg 17
4.2.3 Executive Summary	pg 17
4.2.4 Service Requirements.....	pg 17
4.2.5 Background Information	pg 17
4.2.6 Experience.....	pg 18
4.2.7 Personnel.....	pg 18
4.2.8 Financial Information	pg 18
4.2.9 Terminations, Litigation, Debarment	pg 18

4.2.10 Proposal Certification	pg 19
4.2.11 Acceptance of Terms and Conditions.....	pg 19
4.2.12 Certification of Independence and No Conflict of Interest.....	pg 19
4.2.13 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions	pg 19
4.2.14 Authorization to Release Information.....	pg 19
4.2.15 Certification Regarding Sales and Use Tax	pg 19
4.2.16 Firm Proposal Terms.....	pg 20
4.3 COST PROPOSAL.....	pg 20
SECTION 5 - EVALUATION OF PROPOSALS.....	pg 21
5.1 INTRODUCTION.....	pg 21
5.2 EVALUATION COMMITTEE	pg 21
5.3 EVALUATION CRITERIA.....	pg 21
5.4 RECOMMENDATION OF THE EVALUATION COMMITTEE	pg 23
Attachment #1.....	pg 24
Attachment #2.....	pg 25
Attachment #3.....	pg 26
Attachment #4.....	pg 27
Attachment #5.....	pg 28

SECTION 1 - INTRODUCTION

1.1 PURPOSE OF PROCUREMENT

This Request for Proposal (RFP) is issued by the Iowa Department of Education (DE). The purpose of this RFP is to seek the services and solicit Proposals from qualified Vendors to develop a support system that will provide Principals with the skills they will need to support teacher leaders and provide central office administrators skills they will need to support Principals as the district develops and implements its local Teacher Leadership Compensation (TLC) Plan.

The intent of this RFP is to award a contract to that responsible Vendor whose Proposal best meets the needs of the Department, as determined by the Department. Any contract resulting from the RFP shall not be an exclusive contract.

1.2 DEFINITIONS

Contract means the RFP, and addenda thereto, the Vendor's Proposal, and the purchase. The contract constitutes the entire agreement between the State of Iowa and the Vendor.

Department means the Iowa Department of Education.

Evaluation Committee means a committee established by the Department to review and evaluate Proposals to determine the successful Vendor.

Invoice means bill submitted to the Department by the Vendor for services rendered under the contract.

Joint Venture means two (2) or more corporations or entities that form a temporary union for the purpose of an RFP.

Responsible Vendor means a Vendor that has the capability in all respects to perform the requirements of the Contract. In determining whether a Vendor is a Responsible Vendor, the Department may consider various factors including, but not limited to, the Vendor's competence and qualifications to provide the goods or services requested, the Vendor's integrity and reliability, the past performance of the Vendor and the best interest of the Department and the State.

Responsive Proposal means a Proposal that complies with the material provisions of this RFP.

Targeted Small Business means a small business which is fifty-one percent (51%) or more owned, operated and actively managed by one (1) or more women, minority persons, or persons with a disability, as defined in Iowa Code Section 15.102.

Vendor means a person, partnership, firm, corporation, or joint venture submitting a Proposal for the purpose of obtaining a contract.

SECTION 2 - ADMINISTRATIVE INFORMATION

2.1 ISSUING OFFICER

The Issuing Officer, identified below, is the sole point of contact regarding this RFP from the date of issuance until selection of the successful Vendor:

Ryan Wise, Issuing Officer
Iowa Department of Education
Division of Policy and Communications
Bureau of Communications & Information Services
Grimes State Office Building
400 East 14th Street
Des Moines, Iowa 50319-0146
Email: ryan.wise@iowa.gov
Fax: (515) 242-5988

2.2 PROCUREMENT TIMETABLE

The following dates are set forth for informational and planning purposes; however, the Department reserves the right to change the dates:

Issue RFP Notice to Targeted Small Business website	October 6, 2014
Issue RFP	October 8, 2014
Vendor's Questions Due @ 3:30 PM Central Time	October 31, 2014
Responses to Vendor's Questions Issued	November 7, 2014
Proposals Due @ 3:30 PM Central Time	November 25, 2014
Open and Evaluate Proposals	November 26, 2014
Announce Successful Vendor	December 22, 2014

2.3 RESTRICTION ON COMMUNICATION

From the issue date of this RFP until announcement of the successful Vendor, Vendors may contact ONLY the Issuing Officer. The Issuing Officer will respond only to questions regarding the procurement process. Vendors shall be disqualified if they contact any State employee other than the Issuing Officer regarding this RFP.

Verbal questions related to the interpretation of this RFP will not be accepted. In NO CASE shall verbal communications override written communications. Only written communications are binding on the State.

2.4 SUBMISSION OF PROPOSALS

Proposals must be received by the Department no later than **3:30 PM (Central Time) on November 25, 2014**. This is a mandatory requirement and will not be waived by the Department. Any Proposals received after this deadline will be rejected and returned unopened to the Vendor. It is the Vendor's responsibility to ensure their Proposal is received by the Department prior to the deadline. Vendors mailing Proposals must allow delivery time to ensure timely receipt of the Proposal. Postmarking by the due date will not substitute for actual receipt of the Proposal. Electronic mail and faxed Proposals will NOT be accepted. Vendors must furnish all information necessary to evaluate the Proposal. Proposals that fail to meet the mandatory requirements of this RFP will be disqualified. Verbal information provided by the Vendor shall not be considered part of the Proposal.

2.5 DOWNLOADING THE RFP FROM THE INTERNET

All amendments will be posted on the State Bid Opportunities website at <http://bidopportunities.iowa.gov/>. The Vendor is advised to check the State Bid Opportunities website periodically for amendments to this RFP, particularly if the Vendor downloaded this RFP from the Internet as the Vendor may not automatically receive amendments. If the Vendor received this RFP as a result of a written request to the Department, the Vendor will automatically receive amendments.

2.6 QUESTIONS, REQUESTS FOR CLARIFICATION AND SUGGESTED CHANGES

Vendors are invited to submit written questions and requests for clarification regarding this RFP. Vendors may also submit suggestions for changes to the requirements of this RFP. The questions, requests for clarification, or suggestions must be in writing, sent via U.S. mail, electronic mail, or fax and received by the Issuing Officer no later than **3:30 PM (Central Time) on October 31, 2014**. Oral questions will NOT be permitted. If the questions, requests for clarification, or suggestions pertain to a specific section of this RFP, the page(s) and section number(s) must be referenced. Written responses to questions, requests for clarification, or suggestions will be posted on or before **November 7, 2014** on the State Bid Opportunities website <http://bidopportunities.iowa.gov/>. The Department's written responses will be considered part of this RFP. If the Department decides to adopt a suggestion, the Department will issue an amendment to this RFP. The Department assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into this RFP.

2.7 AMENDMENT TO THE RFP AND PROPOSAL, AND WITHDRAWAL OF PROPOSAL

The Department reserves the right to amend this RFP at any time. The Vendor shall acknowledge receipt of any amendments in its Proposal. If the amendment occurs after the closing date for receipt of Proposals, the Department may, in its sole discretion, allow Vendors to amend their Proposals in response to the Department's amendment if necessary.

The Vendor may amend its Proposal at any time prior to the due date of the Proposals. The amendment must be in writing, signed by the Vendor and received prior to the deadline for the receipt of Proposals. Electronic mail and faxed amendments will NOT be accepted. Vendors who submit Proposals in advance of the deadline may withdraw, modify, and resubmit Proposals at any time prior to the deadline. Vendors must notify the Issuing Officer in writing if they wish to withdraw their Proposal. Electronic mail and/or faxed requests to withdraw Proposals will NOT be accepted.

After the deadline, Vendors may make a written request to withdraw their Proposal and must provide evidence that a substantial mistake has been made. The Issuing Officer may permit withdrawal of the Proposal upon verification that a substantial mistake has been made.

2.8 JOINT VENTURES

Joint ventures are acceptable. If submitting a Proposal as a joint venture, the Vendor must submit a copy of the joint venture agreement that identifies the principals involved and its rights and responsibilities regarding performance and payment.

2.9 SUBCONTRACTORS

Subcontractors may be used to perform work under the contract. If a Vendor intends to use subcontractors, the Vendor must identify in the Proposal the names of the subcontractors and the portions of the work the subcontractors will perform. Assignment of subcontracted work under this project other than that identified in the Vendor's Proposal must be approved in writing by the Department.

If a Proposal with subcontractors is selected, the Vendor must provide the following information concerning each prospective subcontractor within five (5) working days from the date of the Department's request:

- Complete name of the subcontractor.

- Complete address of the subcontractor.
- Type of work the subcontractor will be performing.
- Percentage of work the subcontractor will be providing.
- A written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

A Vendor's failure to provide this information within the set time shall cause the Department to consider the Proposal non-responsive and reject the Proposal.

The substitution of one subcontractor for another may be made only at the sole discretion, and with prior written approval, of the Department's Issuing Officer or Project Manager.

2.10 COSTS TO PREPARE THE PROPOSAL

The costs of preparation and delivery of the Proposal to the Department are the sole responsibility of the Vendor.

2.11 PROPOSAL OPENING

The Department will open Proposals on **November 26, 2014**. The Proposals will remain confidential until the Evaluation Committee has reviewed all Proposals submitted in response to this RFP, and the Department has announced a Notice of Intent to Award the contract to the apparent successful Vendor.

2.12 DISQUALIFICATION

The Department reserves the right to accept or reject any part of any Proposal and to accept or reject any and all Proposals without penalty. Any Proposal may also be rejected outright and not be evaluated for any one of the following reasons:

1. The Vendor fails to deliver the Proposal by the due date and time.
2. The Vendor fails to deliver the Cost Proposal in a separate envelope.
3. The Vendor states that a service requirement cannot be met.
4. The Vendor's response materially changes a service requirement.
5. The Vendor's response limits the rights of the Department.
6. The Vendor fails to include information necessary to substantiate that it will be able to meet a service requirement. A response of "will comply" or merely repeating the requirement is not sufficient. Responses must indicate present capability; representations that future developments will satisfy the requirement are not sufficient.
7. The Vendor fails to respond to the Department's request for information, documents, or references.
8. The Vendor fails to include any signature, certification, authorization, stipulation, disclosure, or guarantee requested in Section 4 of this RFP.
9. The Vendor presents the information requested by this RFP in a format inconsistent with the instructions in Section 4 of this RFP.
10. The Vendor initiates unauthorized contact regarding the RFP with state employees other than the Issuing Officer.
11. The Vendor provides misleading or inaccurate responses.

2.13 NONMATERIAL AND MATERIAL VARIANCES

The Department reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the Department, it is in the Department's best interest to do so. Nonmaterial variances include minor informalities that:

- Do not affect responsiveness.
- Are merely matters of form or format.
- Do not change the relative standing or otherwise prejudice other Vendors.
- Do not change the meaning or scope of this RFP.
- Do not reflect a material change in the services.

In the event the Department waives or permits cure of nonmaterial variances, such waiver or cure will not modify RFP requirements or excuse the Vendor from full compliance with RFP specifications or other contract requirements if the Vendor is awarded the contract. The determination of materiality is in the sole discretion of the Department.

2.14 REJECTION OF PROPOSALS

The Department reserves the right to reject any or all Proposals, in whole and in part, received in response to this RFP at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by the Department to award a contract. This RFP is designed to provide Vendors with the information necessary for the preparation of a competitive Proposal. This RFP process is for the Department's benefit and is intended to provide the Department with competitive information to assist in the selection process. It is not intended to be comprehensive and each Vendor is responsible for determining all factors necessary for submission of a comprehensive Proposal.

2.15 PUBLIC RECORDS AND REQUEST FOR CONFIDENTIAL TREATMENT

Before the Notice of Intent to Award is issued, all details of the Proposals and scoring will remain confidential. Upon issuance of the Notice of Intent to Award, all Proposals and scoring become public information. The release of information by the Department is subject to Iowa Code Chapter 22 or other applicable laws. Vendors are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. The Department will treat all information submitted by a Vendor as public information unless the Vendor properly requests that information be treated as confidential at the time of submission.

Any request for confidential treatment of information must be included in the transmittal/cover letter with the Vendor's Proposal. In addition, the Vendor must enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law, which support treatment of the material as confidential and must explain why disclosure is not in the best interest of the public. The request must include: the name, the address, and telephone number of the person authorized by the Vendor to respond to any inquiries by the Department concerning the confidential status of the materials.

Any Proposals submitted which contain confidential information must be clearly marked on the outside as containing confidential information, and each page upon which confidential information appears must be clearly marked as containing confidential information. The confidential information must be clearly identifiable to the reader wherever it appears. All copies of the Proposal submitted, as well as the original Proposal, must be marked in this manner.

In addition to marking the information as confidential where it appears, the Vendor must submit one (1) copy of the Proposal, marked "Public Copy" from which the confidential information has been excised. This excised copy is in addition to the number of copies requested in Section 4.1 of this RFP. The confidential information must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Proposal as possible. The "Public Copy" will be made available for public inspection.

An entire Proposal cannot be marked confidential. Only those sections that meet the criteria in Iowa Code Chapter 22 or other applicable laws for confidentiality may be marked and treated as confidential information. Costs that will be

incorporated into any resulting contract cannot be deemed confidential. Marking the entire Proposal as confidential may be deemed non-responsive, resulting in disqualification of the Proposal.

In the event the Department receives a request for information marked confidential, written notice shall be given to the Vendor seven (7) calendar days prior to the release of the information to allow the Vendor to seek injunctive relief pursuant to Section 22.8 of the Iowa Code.

The Vendor's failure to request confidential treatment of material pursuant to this section and the relevant laws and administrative rules will be deemed by the Department as a waiver of any right to confidentiality, which the Vendor may have had.

2.16 PROPOSAL CLARIFICATION PROCESS

The Department reserves the right to contact a Vendor after the submission of a Proposal for the purpose of clarifying a Proposal to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the Vendor has provided goods or services to the Department or any other political subdivision wherever located, or requests for corrective pages in the Vendor's Proposal. The Department will not consider information received if the information materially alters the content of the Proposal or alters the type of goods and/or services the Vendor is offering to the Department. An individual authorized to legally bind the Vendor shall sign responses to any request for clarification. Responses shall be submitted to the Department within the time specified in the Department's request. Failure to comply with requests for additional information may result in rejection of the Proposal as non-responsive.

2.17 VERIFICATION OF PROPOSAL CONTENT

The contents of a Proposal submitted by a Vendor are subject to verification. Misleading or inaccurate responses shall result in disqualification.

2.18 REFERENCE CHECKS

The Department reserves the right to contact any reference to assist in the evaluation of the Proposal, to verify information contained in the Proposal, and to discuss the Vendor's qualifications and the qualifications of any subcontractor identified in the Proposal.

2.19 INFORMATION FROM OTHER SOURCES

The Department reserves the right to obtain and consider information from other sources concerning a Vendor, such as the Vendor's capability and performance under other contracts; or the Vendor's authority and ability to conduct business in the State.

2.20 SECURITY, CRIMINAL HISTORY AND BACKGROUND INVESTIGATION

It is the responsibility of the Vendor to ensure that all documentation, electronic files, and data are developed, used, and maintained in a secure manner, protecting the confidentiality of all materials, records, and files

The Department reserves the right to conduct criminal history and other background investigations on the Vendor, its officers, directors, shareholders, partners, managerial and supervisory personnel retained by the Vendor for performance of services under the contract.

2.21 EVALUATION OF PROPOSALS SUBMITTED

Proposals that are submitted timely and are not subject to disqualification will be reviewed in accordance with Section 5 of this RFP. The Department will not necessarily award a contract to the Vendor offering the lowest cost to the Department or to the Vendor with the highest point total. Rather, the Department will award the contract to the

compliant Vendor whose Proposal is judged to provide the greatest benefit to the State and that has the best combination of attributes to perform the required services.

2.22 PRESENTATIONS

Selected Vendors may be required to make a presentation of their Proposal to discuss the content, scope of work, deliverables, and procedures of this RFP. The determination as to the need for presentations, and the location, order, and schedule of the presentations will be at the sole discretion of the Department. The Department shall bear no cost for the time and travel of the Vendor for attendance at the presentation. The presentation may include slides, graphics, and other media selected by the Vendor to illustrate the Vendor's Proposal. The presentation shall not materially change the information contained in the Proposal

2.23 AWARD NOTICE AND ACCEPTANCE PERIOD

A Notice of Intent to Award will be sent to all Vendors submitting a timely Proposal. The Notice of Intent to Award does not constitute the formation of a contract between the Department and the apparent successful Vendor. After the announcement of the apparent successful Vendor, negotiation and execution of the contract shall commence. If the apparent successful Vendor fails to negotiate and execute a contract, the Department may, in its own discretion, cancel the Award and award the contract to the next highest ranked Vendor or withdraw this RFP.

Vendors whose Proposal has been filed in accordance with the requirements of this RFP may appeal the decision by filing a written notice of appeal (in accordance with Chapter 11-105.20, Iowa Administrative Code) to:

Director
Iowa Department of Education
Grimes State Office Building
400 East 14th Street
Des Moines, Iowa 50319-0146

A copy of the appeal shall also be submitted to the Issuing Officer. The notice of appeal must be filed within five (5) calendar days of the date of the Notice of Intent to Award, exclusive of Saturdays, Sundays, and legal State holidays. The written appeal may be mailed, faxed, or delivered. The notice of appeal must clearly and fully identify all issues being contested by referencing the page(s), section(s), line number(s) and/or the Notice of Intent to Award. A notice of appeal may not stay the negotiations with the apparent successful Vendor.

2.24 DEFINITION OF CONTRACT

The full execution of a written contract shall constitute the making of a contract for services and no Vendor shall acquire any legal or equitable rights relative to the contract services until the contract has been fully executed by the successful Vendor and the Department.

2.25 DISPOSITION OF PROPOSALS

All Proposals become the Property of the Department and shall not be returned to the Vendor, unless all Proposals are rejected or this RFP is cancelled. In either event, Vendors will be asked to send prepaid shipping instruments to the Department for return of the Proposals submitted. In the event the Department does not receive shipping instruments, the Department will destroy the Proposals. At the conclusion of the selection process, the contents of all Proposals will be placed in the public domain and be open to inspection by interested parties subject to exceptions provided in Iowa Code Chapter 22 or other applicable law.

2.26 COPYRIGHTS

By submitting a Proposal, the Vendor agrees that the Department may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. The Vendor consents to such copying by

submitting a Proposal and warrants that such copying will not violate the rights of any third party. The Department shall have the right to use ideas or adaptations of ideas that are presented in the Proposal.

2.27 RELEASE OF CLAIMS

By submitting a Proposal, the Vendor agrees that it will not bring any claim or cause of action against the Department based on any misunderstanding concerning the information provided herein or concerning the Department's failure, negligent or otherwise, to provide the Vendor with pertinent information as intended by this RFP.

2.28 RESTRICTIONS ON GIFTS AND ACTIVITIES

Iowa Code Chapter 68B restricts gifts which may be given or received by state employees and requires certain individuals to disclose information concerning their activities with State government. Vendors are responsible to determine the applicability of this Chapter to their activities and to comply with the requirements. In addition, pursuant to Iowa Code Section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

2.29 CHOICE OF LAW AND FORUM

This RFP and the resulting contract are to be governed by the laws of the state of Iowa.

Changes in applicable laws and rules may affect the award process or the resulting contract. Vendors are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigations or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

2.30 NO MINIMUM GUARANTEE

The Department anticipates that the selected Vendor will provide services as requested by the Department. The Department will not guarantee that any minimum compensation will be paid to the Vendor nor will the Department guarantee the usage of a minimum amount of services performed by the Vendor.

2.31 CONTRACT TERMS AND CONDITIONS

The contract that the Department expects to award as a result of this RFP will be based upon the Proposal submitted by the apparent successful Vendor and this RFP. The contract between the Department and the apparent successful Vendor shall be a combination of the specifications, terms and conditions of this RFP, the offer of the Vendor contained in their Technical and Costs Proposals, written clarifications or changes made in accordance with the provisions herein, and any other terms deemed necessary by the Department. The governing order of precedence for documents shall be:

- The Executed Contract.
- The Request for Proposal (RFP).
- The Vendor Proposal.

By submitting a Proposal, each Vendor acknowledges its acceptance of these specifications, terms and conditions without change, except as otherwise expressly stated in the Proposal. If a Vendor takes exception to a provision, it must state the reason for the exception and set forth in the Proposal the specific contract language it proposes to include in place of the provision. Exceptions that materially change the terms or the requirements of this RFP may be deemed non-responsive by the Department, at its sole discretion, resulting in disqualification of the Proposal. The Department reserves the right to either award a contract without further negotiation with the apparent successful Vendor or to negotiate contract terms with the apparent successful Vendor if the best interest of the Department will be served.

SECTION 3 - SERVICE REQUIREMENTS

3.1 INTRODUCTION TO THE PROGRAM

In the state of Iowa, bipartisan legislation created a four-year process to fully develop the statewide Teacher Leadership and Compensation (TLC) System, with the goal of all school districts voluntarily participating by the 2016-17 school year. In the 2014 Legislative Session, \$50 million in new funding was designated to launch the TLC System.

The TLC System rewards effective teachers with leadership opportunities and higher pay, attracts promising new teachers with competitive starting salaries and more support, and fosters greater collaboration for all teachers to learn from each other.

Through the system, teacher leaders take on extra responsibilities, including helping colleagues analyze data and fine tune instructional strategies as well as coaching and co-teaching.

The goals of the TLC System are:

- Attract able and promising new teachers by offering competitive starting salaries and offering short-term and long-term professional development and leadership opportunities.
- Retain effective teachers by providing enhanced career opportunities.
- Promote collaboration by developing and supporting opportunities for teachers in schools and school districts statewide to learn from each other.
- Reward professional growth and effective teaching by providing pathways for career opportunities that come with increased leadership responsibilities and involve increased compensation.
- Improve student achievement by strengthening instruction.

Additional funding was appropriated during the 2014 legislative session to support administrators in districts implementing a local TLC plan. Administrators have unique learning needs as they develop and support a vision for school improvement with teacher leadership as a primary point of leverage. This RFP calls for the development of a support system that will provide principals with the skills they will need to support teacher leaders and provide central office administrators skills they will need to support principals as the district develops and implements its local TLC plan. This professional development is defined by the TLC System - Framework for Learning Supports. Continued funding to support administrators in districts implementing TLC local plans in subsequent fiscal years is dependent upon additional action by the State legislature.

3.2 SCOPE OF WORK

Proposals should describe how the Vendor will:

3.2.1 Support the TLC System – Framework for Learning Supports in the context of administrator leadership, including principals and other key central office staff such as superintendents.

The TLC System - Framework for Learning Supports describes seven (7) key focus areas for teacher leader and principal professional development in the context of a teacher leadership system. An administrator support system should include training and ongoing support dedicated to helping administrators develop and implement a vision for school improvement with teacher leadership as a primary point of leverage (as defined in the category of Organizational Leadership in the Framework). In addition, Proposals for the development of an administrator support system shall describe opportunities for building administrator skills in the other six (6) areas of the framework and emphasize the connectedness of the seven (7) focus areas of the Framework (see Appendix I).

3.2.2 Build state and local capacity to support administrators in TLC districts beyond the length of the grant.

The Iowa Department of Education has a one-year grant to develop and implement, in collaboration with education stakeholders, a coaching and support system aligned with the beginning administrator mentoring and induction program and focused on administrators in districts implementing a Teacher Leadership and Compensation (TLC) plan. Proposals shall describe how the support system will build the long-term capacity locally and statewide to support administrators beyond the initial year. This includes, but is not limited to, training and supporting local leaders who can continue the development and implementation of the administrator support system over the long-term.

3.2.3 Create shared opportunities for teacher leaders and administrators to develop collaborative leadership.

Creating opportunities for teacher leaders and administrators to work together in leadership teams focused on school improvement will be critical to the successful development of the TLC system. Principals' and administrators' ability to effectively facilitate a process of collaborative inquiry will be central in ensuring these leadership teams are successful. Proposals for creating an administrator support system shall describe shared learning opportunities for administrators and teacher leaders.

3.2.4 Tailor opportunities for administrator learning and growth to the local context (i.e. based upon the stage of development and implementation of a TLC plan).

Some Iowa school districts have spent years developing a local approach toward fostering teacher leadership while others have begun this work only recently. Proposals shall describe how the Vendor will tailor support for administrators based upon local readiness. The Department and other stakeholders developed an "Entry Points Framework" (see Appendix II) to illustrate the phases of implementing a local TLC plan.

3.2.5 Monitor the effectiveness and impact of the administrator support system.

Proposals shall describe how the organization will monitor and measure the success of the administrator support system.

Appendix I

The Framework for Learning Supports for Administrators in a TLC System

Organizational Leadership for Administrators: Facilitation and enactment of a vision for school improvement with teacher leadership as a point of leverage.

- To cultivate coaching skills specific to administrators to support teacher leaders and other administrators who work with teacher leaders.
- To develop the Professional Capital of an organization (<http://www.michaelfullan.ca/wp-content/uploads/2013/08/JSD-Power-of-Professional-Capital.pdf>).
- To cultivate a mindset that supports empowerment of teacher leaders.
- To allocate resources and implement organizational structures and schedules that facilitate the implementation of a system of teacher leadership.
- To create a climate and culture conducive to teacher leadership (e.g. how to engage, how to create a shared vision, how to empower, how to delegate, how to navigate accountability issues, how to identify and establish processes and protocols for decision-making/problem-solving/situation analysis).
- To identify a change process and support teachers and teacher leaders as they experience change.

Adult Learning: Design and delivery of professional learning.

- To support Teacher Leaders and/or the TLC system to use knowledge and understanding of adult learning styles and preferences; generational differences; and different backgrounds, ethnicities, cultures, and languages to design and deliver professional learning or to support those who do.
- To support Teacher Leaders and/or the TLC system to incorporate existing and emerging technologies in the design and delivery of professional learning.

Collaborative Culture: Facilitation of group processes and development of necessary structures for professional learning environments to be effective.

- To support Teacher Leaders and/or the TLC system to cultivate educator's facilitation skills to create trust among colleagues, develop collective wisdom, build ownership and action that supports student learning.
- To support Teacher Leaders and/or the TLC system to utilize peer to peer processes (or to support those who do) to help colleagues work collaboratively to solve problems, make decisions, manage conflict, and promote meaningful change.
- To support Teacher Leaders and/or the TLC system to cultivate effective skills in listening, presenting ideas, leading discussions, clarifying, mediating, and identifying the needs of self and others in order to advance shared goals and professional learning.

Communication: Cultivation of skills associated with effective dialogue with colleagues.

- To support Teacher Leaders and/or the TLC system to give and elicit honest, open, and constructive feedback.
- To support Teacher Leaders and/or the TLC system to demonstrate deep listening skills, such as paraphrasing and asking deep clarifying questions.
- To support Teacher Leaders and/or the TLC system to seek and engage in non-evaluative, reflective dialogue with colleagues.
- To support Teacher Leaders and/or the TLC system to balance advocacy and inquiry.

Content/Pedagogy/Assessment: Implementation of research and best practice in content (Iowa Core), instruction, and assessment.

- To support Teacher Leaders and/or the TLC system to engage in studying and applying current professional literature and pursue professional learning opportunities focused on content, instruction and assessment.
- To support Teacher Leaders and/or the TLC system to support implementation of instructional strategies that ensure individual student learning needs remain the central focus of instruction.
- To support Teacher Leaders and/or the TLC system to increase the capacity of colleagues to identify and use multiple assessment tools aligned to state standards.
- To support Teacher Leaders and/or the TLC system to support colleagues in the alignment of content, instruction, and assessment.

Systems Thinking: Integration and alignment of district and statewide educational improvement efforts.

- To support Teacher Leaders and/or the TLC system to understand the processes of school improvement and 2nd order change.
- To support Teacher Leaders and/or the TLC system to align teacher leadership efforts to implement including; Multi-Tiered System of Support, Iowa Core and Early Literacy.

- To support Teacher Leaders and/or the TLC system to understand the aligned and delineated roles and responsibilities of the administrator and the teacher leader by following the professional learning standards.

Data: Facilitation of data analysis and data informed decision making.

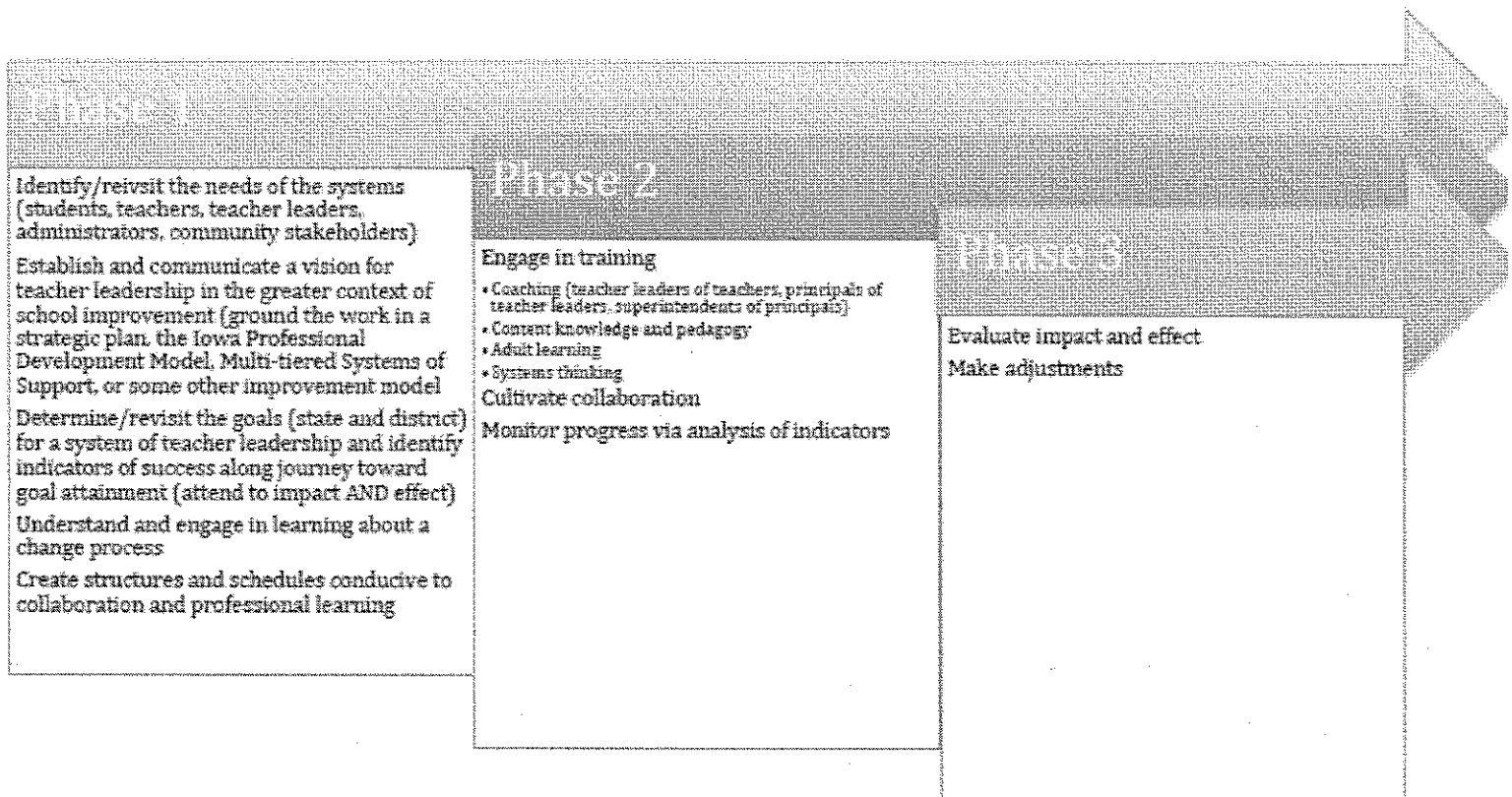
- To support Teacher Leaders and/or the TLC system to collaborate with colleagues in the design, implementation and scoring of assessments, and the subsequent interpretation of student data to improve educational practice and student learning, or to support those who do.
- To support Teacher Leaders and/or the TLC system to use assessment and data findings to influence changes in instructional practices and/or organizational structures to improve student learning.
- To support Teacher Leaders and/or the TLC system to facilitate program evaluation and impact in collaboration with team.

Professional Development for School Leaders may include:

- Various modes of delivery including; large group delivery, modeling, coaching, feedback, virtual content and communities.
- Connections to the Iowa Professional Development Model.
- Connections to the Iowa Standards for School Leaders.

Appendix II

Launching a System of Teacher Leadership



SECTION 4 - FORMAT AND CONTENT OF PROPOSALS

4.1 INSTRUCTIONS

These instructions describe the format and content of the Proposal. Each Proposal shall be prepared simply and economically, providing straightforward, concise delineation of Vendor's capabilities to satisfy the requirements of this RFP. Emphasis of each Proposal must be on completeness and clarity of content. To expedite the evaluation of Proposals, it is essential that Vendors follow the format and instructions contained herein. Failure to adhere to the Proposal format may result in the disqualification of the Proposal.

4.1.1 The Proposal shall be typed, on 8.5" x 11" paper, one-sided, and the font size of the body of text should be comparable to Times New Roman point size 12.

4.1.2 The Proposal shall be divided into two parts: (1) the Technical Proposal; and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be placed in separate envelopes, and clearly labeled as such. If multiple envelopes for each Proposal are used, the envelopes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes shall be labeled with the following information:

RFP Number

RFP Title

Issuing Officer's Name

Department's Address

Vendor's Name and Address

4.1.3 One (1) original and three (3) copies of the Proposal shall be submitted timely to the Issuing Officer. Each envelope containing the original Proposal shall be labeled "Original" and each envelope containing a copy of the Proposal shall be labeled "copy." Each copy shall contain all attachments and be an exact copy of the original.

4.1.4 If the Vendor designates any information in its proposal as confidential pursuant to Section 2.15, the Vendor must also submit one (1) copy of the Proposal from which confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Proposal as possible.

4.1.5 Proposals shall not contain promotional or display materials.

4.1.6 Attachments shall be referenced in the Proposal.

4.1.7 If a Vendor proposes more than one method of meeting these requirements, each should be labeled and submitted separately. Each will be evaluated separately.

All answers that are given to the questions asked in this RFP are subject to verification. Misleading and/or inaccurate information shall be grounds for disqualification at any stage in the procurement process.

Electronic mail and/or fax Proposals will NOT be accepted.

The content of the Proposal and any clarification thereto submitted by the successful Vendor shall become a part of the contractual obligation and incorporated by as an exhibit into the ensuing contract.

By submission of a response to this RFP, the Vendor certifies that the Proposal was developed independently. The Vendor also certifies that no relationship exists or will exist during the contract period between the Vendor and the Department that interferes with fair competition or is a conflict of interest. The Department reserves the right to reject a Proposal or cancel the award if, in its sole discretion, any relationship exists that could interfere with fair competition or conflict with the interests of the Department.

4.2 TECHNICAL PROPOSAL

The Vendor shall provide the following responses and documents in the Technical Proposal in the following order:

4.2.1 Transmittal/Cover Letter

The letter shall be signed by an individual that is authorized to legally bind the Vendor. The letter shall include the Vendor's:

1. Mailing Address
2. Electronic mail Address
3. Telephone Number
4. Fax Number

Any request for confidential information shall be included in the letter in addition to the specific statutory basis supporting the request and an explanation why disclosure of the information is not in the best interest of the public. The transmittal letter shall also contain the name, address and telephone number of the individual authorized to respond to the Department about the confidential nature of the information.

The Vendor shall acknowledge in the letter the receipt of any amendments and receipt of the Department's responses to questions submitted by Vendors.

4.2.2 Table of Contents

The Vendor shall include a Table of Contents in the Proposal.

4.2.3 Executive Summary

The Vendor shall submit an executive summary that briefly reviews the strengths of the Vendor and outlines the services it is offering, including the following information:

1. Statements that demonstrate that the Vendor understands and agrees with the terms and conditions of this RFP and the proposed contract.
2. A vision and mission statement for this program.
3. An overview of the Vendor's plans for the scope of work.
4. A demonstration of the Vendor's knowledge related to the services to be performed.

4.2.4 Service Requirements

The Vendor shall address each service requirement in Section 3 of this RFP and explain how it plans to approach each requirement. Proposals must be fully responsive to Service Requirements. Merely repeating the requirements will be considered non-responsive and may disqualify the Vendor. Proposals must identify any deviations from the requirements of this RFP or requirements the Vendor cannot satisfy. Any deviations from the requirements of this RFP or any requirement of this RFP that the Vendor cannot satisfy may disqualify the Vendor.

4.2.5 Background Information

The Vendor shall provide the following general background information:

1. Name, address, telephone number, fax number and electronic mail address of the Vendor. Please include all d/b/a's or assumed names or other operating names of the Vendor.
2. Form of business entity (i.e. Corporation, Partnership, LLC, or Proprietorship)
3. State of incorporation, state of formation, or state of organization. The successful Vendor will also be required to register to do business in the State of Iowa. If already registered, provide the date of the Vendor's registration to do business in Iowa, and the name of the Vendor's registered agent. For Vendor registration documents, go to http://das.gse.iowa.gov/procurement/vendor_reg.html.

4. Identify and specify the location(s) and telephone numbers of the major offices and other facilities that relate to the Vendor's performance under the terms of this RFP.
5. Local office address and telephone number (if any).
6. Number of employees.
7. Type of business.
8. Name, address, and telephone number of the Vendor's representative to contact regarding all contractual and technical matters concerning this Proposal.
9. Name, address, and telephone number of the Vendor's representative to contact regarding scheduling and other arrangements.
10. Name and qualifications of any subcontractors who will be involved with this project.
11. Identify the Vendor's accounting firm.

4.2.6 Experience

The Vendor must provide the following information regarding its experience:

1. Number of years in business.
2. Number of years experience with providing the types of services sought by this RFP.
3. Describe the level of technical experience in providing the types of services sought by this RFP.
4. List all services similar to those sought by this RFP that the Vendor has provided to other businesses or governmental entities.
5. Letters of reference from three (3) previous clients knowledgeable of the Vendor's performance in providing services similar to the services described in this RFP. Please provide a contact person and telephone number for each reference.

4.2.7 Personnel

The Vendor must provide résumés for all key personnel, including the Project Manager, who will be involved in providing the services outlined in this RFP. The following information must be included in the résumés:

1. Full Name
2. Education
3. Years of experience and employment history particularly as it relates to the scope of work specified.

4.2.8 Financial Information

The Vendor shall provide the following financial information:

1. Audited financial statements (annual reports) for the last three (3) years. (Vendors who do not have financial statements shall provide a detailed explanation of why they are not available and shall provide alternatives that are acceptable to the Department).
2. A minimum of three (3) financial references.

4.2.9 Terminations, Litigation, Debarment

The Vendor must provide the following information:

1. During the last five (5) years, has the Vendor had a contract for services terminated for any reason? If so, provide full details related to the termination.
2. During the last five (5) years, describe any damages or penalties of anything of value traded or given up by the Vendor under any of its existing or past contracts as it relates to services performed that are similar to

the services outlined in this RFP and the resulting contract. If so, indicate the reason for the penalty or exchange of property or services and estimated account of the cost of incident to the Vendor.

3. During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Vendor to engage in any business, practice or activity.

4. During the last five (5) years, list and summarize pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect the ability of the Vendor to perform the required services. The Vendor must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the Proposal or termination of any subsequent contract. This is a continuing disclosure requirement. Any such matter commencing after submission of a Proposal, and with respect to the successful Vendor after the execution of a contract, must be disclosed in a timely manner in a written statement to the Department.

5. During the last five (5) years, have any irregularities been discovered in any of the accounts maintained by the Vendor on behalf of others? If so, describe the circumstances of irregularities or variances and disposition of resolving the irregularities or variances.

4.2.10 Proposal Certification

The Vendor shall sign and submit with the Proposal the document included as **Attachment #1** in which the Vendor shall certify that the contents of the Proposal are true and accurate.

4.2.11 Acceptance of Terms and Conditions

The Vendor shall specifically agree that the Proposal is predicated upon the acceptance of all terms and conditions stated in this RFP. If the Vendor objects to any term or condition, the Vendor must specifically refer to the page(s) and section(s). Objections or responses that materially alter this RFP may be deemed non-responsive and disqualify the Vendor.

4.2.12 Certification of Independence and No Conflict of Interest

The Vendor shall sign and submit with the Proposal the document included as **Attachment #2** in which the Vendor shall certify that it developed the Proposal independently. The Vendor shall also certify that no relationship exists or will exist during the contract period between the Vendor and the Department that interferes with fair competition or is a conflict of interest. The Department reserves the right to reject a Proposal or cancel the award if, in its sole discretion, any relationship exists that could interfere with fair competition or conflict with the interests of the Department.

4.2.13 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

The Vendor shall sign and submit with the Proposal the document included as **Attachment #3** in which the Vendor shall certify that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, department, or agency.

4.2.14 Authorization to Release Information

The Vendor shall sign and submit with the Proposal the document included as **Attachment #4** in which the Vendor authorizes the release of information to the Department.

4.2.15 Certification Regarding Sales and Use Tax

The Vendor shall sign and submit with the Proposal the document included as **Attachment #5** regarding collection of sales and use tax.

4.2.16 Firm Proposal Terms

The Vendor shall guarantee in writing the availability of the services offered and that all Proposal terms, including price, will remain firm a minimum of ninety (90) days following the deadline for submitting Proposals.

4.3 COST PROPOSAL

The Cost Proposal shall include all costs associated with performing the services described in the Scope of Work. The Cost Proposal shall be in the following format, and include the following information:

Focus area(s) and outcomes(s) from the Scope of Work	Mode of Professional Development	Supporting Resources	Projected Cost
\$xxx	\$xxx	\$xxx	\$xxx
\$xxx	\$xxx	\$xxx	\$xxx
\$xxx	\$xxx	\$xxx	\$xxx
Sub-Total	Sub-Total	Sub-Total	Total Projected Costs for Support

SECTION 5 - EVALUATION OF PROPOSALS

5.1 INTRODUCTION

This section describes the evaluation process that will be used to determine which Proposal provides the greatest benefit to the Department. The Department will not necessarily award a contract to the Vendor offering the lowest cost to the Department or to the Vendor with the highest point total. Rather, the Department will award the contract to the compliant Vendor whose Proposal is judged to provide the greatest benefit to the State and that has the best combination of attributes to perform the required services. The Department reserves the right to not award a contract.

5.2 EVALUATION COMMITTEE

The Department intends to conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. The Department will use an Evaluation Committee to review, evaluate, and rank the Proposals.

5.3 EVALUATION CRITERIA

The Evaluation Committee will review and evaluate all Proposals and make an award using the following criteria (Category: Maximum points), which are listed in no particular order:

1. Demonstrated capacity to provide timely and quality deliverables: 20 points

This criterion is not met. 0-6 points	This criterion is partially met. 7-12 points	This criterion is met. 13-19 points	This criterion is exceeded. 20 points
The Proposal shows limited evidence of timely and quality deliverables.	The Proposal shows some evidence of timely and quality deliverables.	The Proposal shows excellent ability to provide timely and quality deliverables.	The Proposal shows excellent ability to provide timely and quality deliverables. In addition, the Proposal goes beyond what would normally be expected.

2. Demonstrated appropriate proposed services to create the deliverables specific to supporting the TLC System described in this RFP: 20 points

This criterion is not met. 0-6 points	This criterion is partially met. 7-12 points	This criterion is met. 13-19 points	This criterion is exceeded. 20 points
Proposed services meet a limited portion of the Scope of Work as described in Section 3.2.1 specific to this RFP.	Proposed services meet most, but not all, of the Scope of Work as described in Section 3.2.1 specific to this RFP.	Proposed services meet all desired areas of the Scope of Work as described in Section 3.2.1 specific to this RFP.	Proposed services meet all desired areas of the Scope of Work as described in Section 3.2.1 specific to this RFP. In addition, the Proposal goes beyond what would normally be expected.

3. Demonstrated appropriate proposed services to create the deliverables specific to building state and local capacity to support administrators in TLC districts beyond the length of the grant: 20 points

This criterion is not met. 0-6 points	This criterion is partially met. 7-12 points	This criterion is met. 13-19 points	This criterion is exceeded. 20 points
Proposed services meet a limited portion of the Scope of Work as described in Section 3.2.2 specific to this RFP.	Proposed services meet most, but not all, of the Scope of Work as described in Section 3.2.2 specific to this RFP.	Proposed services meet all desired areas of the Scope of Work as described in Section 3.2.2 specific to this RFP.	Proposed services meet all desired areas of the Scope of Work as described in Section 3.2.2 specific to this RFP. In addition, the Proposal goes beyond what would normally be expected.

4. Demonstrated appropriate proposed services to create the deliverables specific to creating shared opportunities for teacher leaders and administrators to develop collaborative leadership: 20 points

This criterion is not met. 0-6 points	This criterion is partially met. 7-12 points	This criterion is met. 13-19 points	This criterion is exceeded. 20 points
Proposed services meet a limited portion of the Scope of Work as described in Section 3.2.3 specific to this RFP.	Proposed services meet most, but not all, of the Scope of Work as described in Section 3.2.3 specific to this RFP.	Proposed services meet all desired areas of the Scope of Work as described in Section 3.2.3 specific to this RFP.	Proposed services meet all desired areas of the Scope of Work as described in Section 3.2.3 specific to this RFP. In addition, the Proposal goes beyond what would normally be expected.

5. Demonstrated appropriate proposed services to create the deliverables specific to the tailoring of opportunities for administrator learning and growth to the local context: 20 points

This criterion is not met. 0-6 points	This criterion is partially met. 7-12 points	This criterion is met. 13-19 points	This criterion is exceeded. 20 points
Proposed services meet a limited portion of the Scope of Work as described in Section 3.2.4 specific to this RFP.	Proposed services meet most, but not all, of the Scope of Work as described in Section 3.2.4 specific to this RFP.	Proposed services meet all desired areas of the Scope of Work as described in Section 3.2.4 specific to this RFP.	Proposed services meet all desired areas of the Scope of Work as described in Section 3.2.4 specific to this RFP. In addition, the Proposal goes beyond what would normally be expected.

6. Demonstrated appropriate proposed services to create the deliverables specific to monitoring the effectiveness and impact of the administrator support system: 20 points

This criterion is not met. 0-6 points	This criterion is partially met. 7-12 points	This criterion is met. 13-19 points	This criterion is exceeded. 20 points
Proposed services meet a limited portion of the Scope of Work as described in Section 3.2.5 specific to this RFP.	Proposed services meet most, but not all, of the Scope of Work as described in Section 3.2.5 specific to this RFP.	Proposed services meet all desired areas of the Scope of Work as described in Section 3.2.5 specific to this RFP.	Proposed services meet all desired areas of the Scope of Work as described in Section 3.2.5 specific to this RFP. In addition, the Proposal goes beyond what would normally be expected.

7. Cost of Service: 20 points

This criterion is not met. 0-6 points	This criterion is partially met. 7-12 points	This criterion is met. 13-19 points	This criterion is exceeded. 20 points
The Proposal shows limited services provided for the cost.	The Proposal shows satisfactory services provided for the cost.	The Proposal shows excellent services for the cost.	The Proposal shows excellent services for the cost. In addition, the Proposal goes beyond what would normally be expected.

Total Possible Points: 140

5.4 RECOMMENDATION OF THE EVALUATION COMMITTEE

The Evaluation Committee will rank the Proposals, and submit a recommendation based on the Proposals and evaluations. This recommendation may include, but is not limited to, the name of one or more Vendors recommended for selection or a recommendation that no Vendor be selected.

Attachment #1

Date:

Ryan Wise, Issuing Officer
Iowa Department of Education
Grimes State Office Building
400 East 14th Street
Des Moines, IA 50319-0146

Re: Request for Proposal Number ED-RW279-01
PROPOSAL CERTIFICATION

Dear Mr. Wise,

I certify that the contents of the Proposal submitted on behalf of (Vendor) in response to the Iowa Department of Education Request for Proposal Number ED-RW279-01 are true and accurate. I also certify that (Vendor) has not made any knowingly false statements in its proposal.

Furthermore, I acknowledge my understanding of the following:

Chapter 73.2 of the Code of Iowa states that all requests for bids and proposals shall contain a paragraph reading as follows, "by virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa."

Sincerely,

Name:

Title:

Attachment #2

Date:

Ryan Wise, Issuing Officer
Iowa Department of Education
Grimes State Office Building
400 East 14th Street
Des Moines, IA 50319-0146

Re: Request for Proposal Number ED-RW279-01

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

Dear Mr. Wise,

By submitting a Proposal in response to the Iowa Department of Education Request for Proposal (RFP) Number ED-RW279-01 for the services described in this RFP, the undersigned certifies the following:

1. The Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant of the Department who has worked on the development of this RFP, or with any person serving as a member of the Evaluation Committee.
2. The Proposal has been developed independently, without consultation, communication or agreement with any other Vendor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other Vendor.
4. No attempt has been made or will be made by (Vendor) to induce any other Vendor to submit or not to submit a Proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between (Vendor) and the Department that interferes with fair competition or as a conflict of interest.

Sincerely,

Name:

Title:

Attachment #3

Date:

Ryan Wise, Issuing Officer
Iowa Department of Education
Grimes State Office Building
400 East 14th Street
Des Moines, IA 50319-0146

Re: Request for Proposal Number ED-RW279-01

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND ELIGIBILITY, AND VOLUNTARY EXCLUSION

Dear Mr. Wise,

By submitting a Proposal in response to the Iowa Department of Education Request for Proposal (RFP) Number ED-RW279-01 for the services described in this RFP, the undersigned certifies the following:

1. I certify that, to the best of my knowledge, (Vendor) and all of its principles:
 - a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal agency or agency;
 - b) have not within a three-year period preceding this Proposal been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) are not presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification;
 - d) have not within a three-year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.
2. This certification is a material representation of fact upon which the Department has relied when this transaction was entered into. If it is later determined that the undersigned knowingly rendered an erroneous certification, in addition to other remedies available, the Department may pursue available remedies including suspension, debarment, or termination of the contract.

Sincerely,

Name:

Title:

Attachment #4

Date:

Ryan Wise, Issuing Officer
Iowa Department of Education
Grimes State Office Building
400 East 14th Street
Des Moines, IA 50319-0146

Re: Request for Proposal Number ED-RW279-01
AUTHORIZATION TO RELEASE INFORMATION

Dear Mr. Wise,

(Vendor) hereby authorizes the Iowa Department of Education to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Vendor in response to Request for Proposal Number ED-RW279-01.

The Vendor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Vendor acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the Department or may otherwise hurt its reputation or operations. The Vendor is willing to take that risk.

The Vendor hereby releases, acquits and forever discharges the State of Iowa, the Department, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Department in the evaluation and selection of a successful Vendor in response to Request for Proposal Number ED-RW279-01.

The Vendor authorizes representatives of the Department to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the undersigned's Proposal submitted in response to Request for Proposal Number ED-RW279-01.

The Vendor further authorizes any and all persons and entities to provide information, data, and opinions with regard to the undersigned's performance under any contract, agreement, or other business arrangement, the undersigned's ability to perform, the undersigned's business reputation, and any other matter pertinent to the evaluation of the undersigned. The undersigned hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Department in the evaluation and selection of a successful Vendor in response to Request for Proposal Number ED-RW279-01.

Sincerely,

Printed Name of Vendor Organization

Name of Authorized Representative

Title

Date

Attachment #5

Date:

Ryan Wise, Issuing Officer
Iowa Department of Education
Grimes State Office Building
400 East 14th Street
Des Moines, IA 50319-0146

Re: Request for Proposal Number ED-RW279-01

CERTIFICATION REGARDING REGISTRATION, COLLECTION, AND REMISSION OF STATE SALES AND USE TAX

Dear Mr. Wise,

Pursuant to Iowa Code sections 423.2(10) & 423.5(8) (2005 Code Sup.) - a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, remit Iowa sales tax and Iowa use tax levied under Iowa Code Chapter 423 on all sales of tangible personal property and enumerated services. The Act also requires Vendors to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Proposal in response to the Iowa Department of Education Request for Proposal (RFP) Number ED-RW279-01 for the services described in this RFP, the undersigned certifies the following:

- ☐ (Vendor) is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code Chapter 423.
- ☐ (Vendor) is not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1(42) & (43)
- ☐ (Vendor) acknowledges that the Department may declare the (Vendor) bid or resulting contract void if the above certification is false
- ☐ (Vendor) understands that fraudulent certification may result in the Department or its representative filing for damages for breach of contract

Sincerely,

Name:

Title:

Teacher Leadership Compensation Administrator Support

Questions and Answers from Vendors

November 19, 2014

Vendor Question	Answer
(1) What kind of oversight would the DE expect? Is the DE "monitoring the effectiveness" (3.2.5) of the grant, or is that contracted out to someone else? Would you want quarterly reports / reports to the legislature / visits to or from DE committees?	This RFP asks that Proposals describe how the organization will monitor and measure the success of the administrator support system. The Department does not have specific requirements for this at this time.
(2) Are the AEAs (Area Education Agencies) involved in this at all?	The AEAs are involved in the ongoing support to ensure the effective implementation of the TLC system, including both support for teachers and administrators.
(3) What district-level administrators are you looking to engage and support through this work, and what is their relationship to the principals in the districts? Will all the district administrators be of same/similar position across participating districts?	This RFP calls for the development of a support system that will provide principals with the skills they will need to support teacher leaders and provide central office administrators skills they will need to support principals as the district develops and implements its local TLC plan. Accordingly, the district-level administrators that should be engaged and supported should be those that work most closely in supporting principals. In some school districts this may be the superintendent while in others it may be other administrative staff. The specific positions may vary across districts but will have the common element of supporting principals.
(4) Is there a target number of principals and/or district staff that the department hopes to engage in this work in the first year?	There are 39 school districts across Iowa in the current academic year implementing a local TLC plan. The Department has not set a target number of administrators. We estimate that there are currently more than 300 principals, plus additional assistant principals and central office staff, who would be given the opportunity to engage in this work during the first year.
(5) Will all principals and district staff in the 39 districts that received funding to implement a TLC plan be invited/required to participate in this program?	All administrators in the 39 school districts currently implementing the plan will be invited to participate, but they will not be required to participate.
(6) What does the rollout of TLC across the state look like, and how many schools are currently participating?	Bipartisan legislation created a four-year process to fully develop the statewide Teacher Leadership and Compensation System, with the goal of all school districts voluntarily participating by the 2016-17 school year. The Iowa General Assembly approved \$50 million for the first year of implementation. In each subsequent year through 2016-17, another \$50

	<p>million will be added to the system for a total of \$150 million per year, enabling all districts to participate in the program if they choose.</p> <p>The Department chose 39 school districts from around the state to participate in the first year of implementation (the 2014-15 school year).</p> <p>The Department will announce on December 19, 2014 which district plans will be approved for the 2015-16 school year. In addition, the Department will also approve additional plans for the 2016-17 school year.</p>
(7) Approximately how many teacher leaders are in a school?	The number of teacher leaders in a school can range from one to dozens depending upon the size of the school district. Each district must make a good faith effort to place 25% of the district's teachers in a teacher leader role.
(8) Can you clarify the Cost Proposal template (page 20 of the RFP) by giving an example of what that might look like? (We are unclear about the breakdown or distinction between the first two columns).	The first column is for text to state the identified focus area(s) in each row. The second column is also for text to describe the mode of Professional Development for the focus area(s). The third column is for text to identify supporting resources (if applicable) for the focus area(s). The fourth column is dollar amount for the focus area(s).
(9) Can you provide insight into the department's budget for the selected Vendor's work, or a dollar range of what you expect to award for this work?	There is not a fixed amount set for this RFP. We have included the programmatic parameters and are asking organizations to write their Proposal based on those.
(10) Section 3.2.2 of the RFP describes the desired outcome that the selected Vendor will build state and local capacity to sustain the work beyond the term of the engagement. Will the department or other designated partners have staff who will be available/responsible for working alongside the Vendor's team toward this end?	Designated partners may be available to build state and local capacity.
(11) The Bid Number is ED-RW279-02. The associated RFP document is ED-RW279-01. Please clarify. What bid number do we place on our submission?	Please use ED-RW279-01.
(12) If awarded the grant, would service begin in January, 2015 or would it potentially start in the Fall of the next school year after the announcement of the next TLC grant winners?	The service would begin in January 2015 or as soon as possible following the finalization of the contract.
(13) Is there anything that excludes a university from applying for the grant? Allowing for optional graduate credits for program completion?	There are no provisions that would exclude universities from applying for the grant or for allowing optional graduate credits for participation or completion.

(14) Is this a one year RFP? If yes, is there a possibility that the contract can be extended beyond one year? If yes, for how many years?	As stated in the RFP, the funding is for the current fiscal year, which will end on June 30, 2015 and continued funding to support administrators in districts implementing TLC local plans in subsequent fiscal years is dependent upon additional action by the State legislature.
(15) What is the projected start date for this RFP?	Please see the response to Question 12 above.
(16) What are the projected number of central administrators and school-based leaders that the vendor will be asked to train?	Please see the response to Question 4 above.
(17) Can a portion of the training be offered via webinars or on-line modules?	Yes
(18) For in-person training, does the Iowa Department of Education envision a centralized approach for the training (one location), a regional approach or both?	The 39 school districts currently implementing a local TLC plan are spread out across Iowa. Accordingly, the preference would be for regional trainings.
(19) Is there a set appropriation for this RFP?	Please see the response to Question 9 above.
(20) At project kick-off, what is the expected distribution of districts in Phase 1 vs. Phase 2 of the "Entry Points" model (and who are they)? Are there districts that have planned Phase I, but not yet begun implementation, and if so, what percent does this represent?	<p>39 school districts were awarded the grant for the 2014-2015 school year. Currently, most of these school districts are engaging in Phase 2 activities; however, many school districts would benefit from Phase 1 support.</p> <p>All 39 school districts have begun implementation. Year 2 of the grant will identify approximately 100 additional school districts that will be beginning Phase 1 work in Spring, 2015 with implementation of TLC program for school year 2015-16.</p>
(21) Could the state choose to award this RFP to multiple vendors? And if so, will districts choose among the winning options?	The state could choose multiple vendors. District participation in the administrative support of TLC program is not mandated by the state. The districts will choose whether or not they participate in any of the trainings offered through the TLC support system.
(22) Will the winners of this Proposal be expected to advise on the creation of a TLC plan or only to assist in the implementation of an existing plan? For instance, will the proposer be expected to provide consultation or resources on the HR activities associated with changes in teacher hiring and compensation practices?	The winners of the Proposal will not be expected to advise on the creation of the TLC plan. The winning providers will assist in the implementation of the plan through the content identified in The Framework for Learning Supports for Administrators in the TLC system.
(23) In the introduction, the \$50 million funding for the TLC System is referenced along with additional funding to support administrators. What funding amount is allocated for the effort to support administrators under this RFP?	Please see the response to Question 9 above.

(24) Can you please clarify, by section, when does the word "administrator" refer to principals, district level administration staff, or both? (Sections 3.2.1-3.2.5)	The term administrator refers to building level principals as well as district level administration staff. Please also see the response to Question 3 above.
(25) Does "the beginning administrator mentoring and induction program" refer to a specific, existing program, or to the various programs that may or may not be in place at various districts? (Section 3.2.2)	This is a specific program for beginning administrators. Most of the beginning administrators receive their support through School Administrators of Iowa. The TLC support system would align with this work
(26) In Section 4.2.3 Bullet 2: Please clarify the subject of the vision and mission statement for the program. Is this for (a) the Vendor's organization, (b) the individual programs we will utilize to meet the outlined scope or (c) the comprehensive set of programs and support to be provided, taken as a whole?	The subject of the vision and mission statement for the program should be the Vendor's vision and mission for the specific program (s) utilized to meet the outlined scope of work.
(27) In Section 4.2.3 Bullet 4: How does this demonstration of knowledge differ from the content to supplied in Section 4.2.6 "Experience". Is it a summary of experience?	The demonstration of knowledge should provide examples of Vendor knowledge of this specific content while section 4.2.6 would be a list of experiences in which the Vendor has provided services similar to those requested in this RFP.
(28) What information needs to be included in the financial references?	This would include a copy of the Vendor's year end budget reports/financial statements (i.e. the types of reports the Vendor would provide to stakeholders).
(29) How many districts and schools should be budgeted for in the Cost Proposal? How many school administrators should be budgeted for in the Cost Proposal?	Please see the response to Question 4 above.
(30) In the form provided, the first column appears to be where each focus areas should be listed, with costs to appear to the right, but each row in the first column seems to ask for a dollar amount instead. Can you please clarify if this is column is to contain text instead of dollar amounts, and if not, please advise what is to be budgeted for in this column? (Section 4.3)	Please see the response to Question 8 above.
(31) On page 18 of the RFP, a minimum of three financial references are required. Do these have to be letters of references or can the Vendor provide contact information or documentation with regard to financial references?	Contact information or documentation with regard to financial references would be sufficient.
(32) I have received the notice about a change in the Teacher Leadership Compensation Administrator Support RFP; however, after looking carefully through the new RFP twice I am unable to identify the change. Could you assist in clarifying this by highlighting the	Other than this questions and responses document, there have been no changes to this RFP

area(s) of change in the new RFP on the web site?	
(33) Is it possible for an applicant to propose a specific partnership as part of the Proposal, and if so, what is the process for identifying and contacting the Department's "designated partners" in advance of finalizing and submitting a Proposal? Or should a Proposal just specify that part of the work will be identification of a local partner to collaborate with?	Yes, it is possible to for an applicant to propose a specific partnership as part of the Proposal. The applicant could identify the potential partners and processes it would initiate if selected as the vendor for this RFP.
(34) In the response to the questions, the Department of Education indicated that the next cohort of districts participating in the TLC system will be announced on December 19th and it is estimated that this will be 100 additional districts. Should the Vendor include the administrators from these additional 100 districts into their projection for training?	Vendors should consider the potential of adding administrators from these districts in the training. However, because these districts will not begin implementation until July 2015 and will not yet receive state funding, it is likely that the participation rate from these districts will be lower than the 39 districts currently participating in the TLC system.

Iowa Department of Education Amendment # 1

Contracting Agency/Individual: NYC Leadership Academy Inc

Current Operational Period: Start Date: January 5, 2015 End Date: December 30, 2015

Current Budgeted Amount: \$ 260,000.00

Reason for Amendment (check all that apply): ☒ Work Scope ☒ Budget Amount ☒ End Date

Detailed description of any new activities being added to work scope: (attach additional pages if needed)

See attached Work Modification with new deliverables and additional funding request. New York City Leadership Academy will provide program updates for the Leadership Coaching delivery twice during the 2015-2016 program year.

New End Date requested: June 30, 2016 New Budget Amount requested: \$ 943,000.00

Justification for amendment request: (indicate any changes in funding source(s), attach new budget if needed, attach additional pages if needed)

Scope of Work Modification is attached.

COMPENSATION:

Original Contract Amount: \$ 260,000.00

Amendment Amount: \$ 683,000.00

Revised Contract TOTAL: \$ 943,000.00

For Internal Purposes Only:

FUND	DEPT	UNIT	S/ORG	OBJ	PROG	AMOUNT
0001	282	W020		2469		\$ 943,000.00
	282					\$
	282					\$
Total						\$ 943,000.00

Authorization for Amendment Request (Signature indicates agreement to carry out terms of agreement as amended):

Lora Rasey
DE CONTACT

Ryan Ware
DE ADMINISTRATION

Lorna Zardoya
CONTRACTING AGENCY OR INDIVIDUAL

[Signature]
DE AUTHORIZING SIGNATURE

TLC Consultant
TITLE DATE 3.6.15

Deputy Director
TITLE DATE 3-9-15

CEO NYCLA
TITLE DATE 3-11-15

Chief, Internal Administrative Services
TITLE DATE 3/19/15

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DATE

Proposed Scope of Work Modification/Contract Addendum

Iowa Department of Education – TLC Administrator Support Program

February 26, 2015

In order to better support the Iowa Department of Education (DE) and its partners in the design and implementation of a TLC Administrator Support Program, NYC Leadership Academy (NYCLA) proposes the following changes to our originally submitted and accepted technical and cost proposals:

Phase II: Program Design

In addition to the work previously outlined for this phase of work, NYCLA will lead the selection process for up to nine Iowa-based coaches who will help deliver the statewide implementation of the TLC Administrator Support Program during the 2015-16 summer/school year. This will include working with DE staff to screen coach applications, schedule regional interviews, lead up to six regional, in-person interview sessions that will also include representatives from DE and from the AEAs, and lead the selection decision process.

Phase III: Curriculum Design

Based on the initial program design discussions with DE and its TLC implementation partners, it has been agreed that the Summer Institute component of the TLC Administrator Support program will be three days (instead of the originally proposed five) and will involve district leadership teams for Day One, with school leaders participating all three days. While this is a reduction in number of curriculum days, it will require additional design time for the NYCLA team, particularly around Day One; net design time will be approximately the same.

In addition, NYCLA recommends replacing the originally proposed in-person curriculum design time with facilitators with up to two, half-day, remote sessions with the core DE/TLC team to vet curriculum and get feedback. This will streamline the curriculum design work and free up time and funds that we can shift to conduct an additional training for all facilitators and coaches in June, to better prepare them for the July/August delivery in their regions (see Phase IV).

Phase IV: Training for Facilitators and Coaches

Based on the decision with DE and the core TLC team that new coaches will be hired/selected to do this work (versus working with a cadre of coaching already working in Iowa schools, which was an assumption embedded in NYCLA's original proposal), NYCLA recommends that we not conduct either the FCB II training or the NYC-

based shadowing and training for Iowa coaches. The value of both of these training activities is predicated on a coach actually being able to draw on current coaching experience, so the originally proposed timing of these no longer make sense.

Instead, NYCLA proposes designing and delivering a two-day training in Iowa in June for all facilitators and coaches who will be implementing the TLC Administrator Support Program starting in summer 2015. The focus of this training will be preparing the facilitator/coach teams for delivery of the three-day Summer Institutes in their respective regions/districts, as well as setting the stage for how the facilitators and coaches will collaborate during the school year.

Phase V – Coaching Delivery

As part of helping DE launch the TLC Administrator Support Program at a statewide level, NYCLA proposes working with DE and its partners to identify and hire up to nine Iowa-based leadership coach consultants, who will provide leadership coaching support to a total of up to 108 schools across the state during the initial year of program implementation.

The leadership coach consultants hired by NYCLA will participate in the FCB I training and June Summer Institute preparation training along with the other coaches identified by districts to participate in the delivery of this program. In addition, NYCLA will provide ongoing technical assistance to these nine coaches. NYCLA will also provide DE with a 1.5-day FCB II training for up to 30 Iowa-based coaches, in which the NYCLA consultants can participate, during fall 2015 (dates to be mutually determined by DE and NYCLA).

As overall program implementation manager, the DE-based TLC Administrator Support Program coordinator will work with the NYCLA leadership coach consultants to solve program logistical challenges, such as school scheduling issues, and will assist in the validation of reports submitted by the leadership coach consultants detailing their program time and related expenses that will be required to accompany their invoices to NYCLA.

Proposed Budget Adjustments

Phase	Original Deliverable(s)	New Deliverable(s)	Cost Adjustment
Phase II – Program Design		2.5 (new) Up to 3 days in Iowa in March/April 2015 to lead coach interviews and selection process	+ \$19,500
Phase III – Curriculum Design	<p>3.1 – Design of 5-day Summer Institute for principals and teacher leadership teams</p> <p>3.4 Two-day curriculum design meeting with local facilitators to adapt sections of curriculum, to be held in Iowa in March/April 2015</p>	<p>3.1 (revised) – Design of 3-day Summer Institute for principals plus key central office staff (1 day)</p> <p>3.4 (revised) Two half-day remote sessions with core DE team in April/May 2015 to vet and get input on curriculum</p>	- \$25,500
Phase IV – Training Local Facilitators and Coaches	<p>4.3 Two days of shadowing experienced NYCLA coaches in New York City for 5 Iowa lead coaches.</p> <p>4.4 One 1.5-day session (FCB II) facilitated by NYCLA for up to 30 participants, to be held in June 2015 in Iowa.</p>	<p>4.3 (revised) Two-day training in June 2015 in Iowa for all coaches and facilitators who have been selected to implement this program starting July/August 2015 to prepare them to deliver Summer Institute.</p> <p>4.4 (deleted)</p>	+ \$3,000

V. (new) Leadership Coaching Delivery for 2015-16 Program Year	N/A	<p>5.1 (new) Provision of leadership coaching for up to 108 school leaders and teams during first year of TLC Administrator Support Program implementation**</p> <p>5.2 (new) Technical support for leadership coaches – includes in-field observations/ feedback sessions per NYCLA-provided coach, monthly check-ins, routine group webinars, and administrative fee (\$250/coach)</p> <p>5.3 FCB 2 Training – One 1.5-day session (FCB II) facilitated by NYCLA for up to 30 leadership coaches, to be held in fall 2015 in Iowa</p>	+ \$686,000**
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** Proposed coaching costs include the following agreed-upon assumptions:

- Leadership coach consultants will be paid \$50/hour for in-person/remote coaching time, related preparation and administrative time, and program training and delivery time. Estimates are based on program delivery assumption of one day of coaching per month per school leader, with each of nine leadership coaching serving up to 12 school leaders each.
- Coaches will be compensated at a rate of \$25/hour for travel time and reimbursed 39 cents per mile for mileage for travel related to coaching delivery; they will also be reimbursed up to \$8 for lunch expenses on days they are traveling for this program.

CONTRACTUAL AGREEMENT BETWEEN

STATE OF IOWA, IOWA DEPARTMENT OF EDUCATION (DE), Division of Policy and Communications
Grimes State Office Building, 400 East 14th Street, Des Moines, IA 50319-0146
Department Contact Person: Lora Rasey/Sandra Hockett Phone: (515) 281-6719

RECEIVED

JUN 08 2016

AND

CONTRACTING PARTY - AGENCY OR INDIVIDUAL: NYC Leadership Academy Inc

PERSON TO PERFORM SERVICES: Sarah Stevens

ADDRESS: 45-18 Court Square, 3rd Floor

PHONE: 646-666-8171

BUSINESS CONTACT PERSON: Bernadette Pizzurro

CITY, STATE, ZIP: Long Island City, NY 11101

EMAIL: sstevens@nycleadershipacademy.org

BUSINESS CONTACT EMAIL: bpizzurro@nycleadershipacademy.org

DEPARTMENT OF
EDUCATION

THE DEPARTMENT WILL COMPENSATE FOR THE FOLLOWING SERVICES RENDERED BY THE CONTRACTING PARTY:

(DESCRIPTION OF SERVICES): Provide ongoing support of the statewide TLC Administrator Support Program through the provision of coaching for school principals and leadership teams participating in Year 2 of the program. See Attached

THE DEPARTMENT WILL MONITOR AND REVIEW THE PERFORMANCE OF THE CONTRACTING PARTY USING THE FOLLOWING MEASURES: (PERFORMANCE MEASURES): All services will be delivered in a timely manner, following program outcomes as provided to NYCLA. See Attached.

CONTRACT PERIOD: Service Begins: June 1, 2016 Service Ends: June 30, 2017

COMPENSATION: As indicated and in accordance with the stated terms below.

\$952,000.00 Contract is for actual costs estimated as itemized below under the "Associated Costs" section.

\$0.00 Contract is for a specified fee for a max of (Number) (Units) at \$ per (Unit).

\$952,000.00 CONTRACT IS NOT TO EXCEED AMOUNT SHOWN ON THIS LINE

ASSOCIATED COSTS: Only the items designated are covered; required documentation is indicated under the "Other Conditions/ Requirements" section. A budget shall be submitted. (Estimated costs shown)

\$0.00 TRAVEL: FROM TO AND RETURN via means and for the amounts shown:
Air Coach \$ Auto \$ (\$0.39/mile) Taxi \$ Parking \$
Other \$ (ITEMIZE)

NOTE: ALL OUT-OF-STATE TRAVEL (from Iowa to another state) MUST BE APPROVED BY THE DEPARTMENT PRIOR TO ANY TRAVEL ARRANGEMENTS BEING MADE OR TRAVEL OCCURRING.

\$0.00 MEALS: Actual and necessary; not to exceed the following amounts and rates:

Breakfast: @ \$ ea Lunch: @ \$ ea Dinner: @ \$ ea

**Vendor must leave home before 6:00am to claim breakfast; and must return home after 7:00pm to claim dinner. Reimbursement shall be per state established guidelines unless otherwise noted above: Breakfast \$8/Lunch \$12 (unless provided)/Dinner \$23. Alcohol is not a reimbursable expense.

\$0.00 LODGING: Number of nights , not to exceed \$ per night, plus tax of \$

\$952,000.00 OTHER: (ITEMIZE) See Attached

CLAIM/PAYMENT PROVISIONS:

- 1) UPON ACCEPTANCE OF DELIVERABLES (AS STATED) BY THE DE; AND
- 2) ITEMIZED INVOICE FOR ACTUAL EXPENSES INCURRED.
- 3) ALL CLAIMS MUST BE SUBMITTED WITHIN THIRTY (30) DAYS OF PERFORMING SERVICES.

Payment requests should be submitted to the attention of: Sandra Hockett, Internal Administrative Services, Iowa Department of Education, Grimes State Office Building, 400 East 14th Street, Des Moines, IA 50319-0146

FOR DEPARTMENT OF EDUCATION USE ONLY							
FUND	DEPT	UNIT	S/ORG	OBJ	PROG	AMOUNT	VENDOR NUMBER
0001	282	W020		2469		\$952,000.00	00003078678
	282					\$0.00	VENDOR DUNS NUMBER
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TOTAL CONTRACT AMOUNT						\$952,000.00	CFDA NUMBER

OTHER CONDITIONS/REQUIREMENTS: Unless otherwise stipulated, the rates and requirements listed below shall apply:

Reimbursement shall be limited to the State of Iowa reimbursement rates.

Mileage Reimbursement: \$0.39 per mile.

Lodging and Meal Reimbursement rates: as designated under "Associated Costs" section.

Receipts: Must be submitted with a signed claim when the contract is with an individual. Legible itemized receipts are required for Travel, Lodging (must show a \$0 balance), and other reimbursable expenses, excluding meals. Credit card receipts are not acceptable.

The following expenses are specifically referenced:

TRAVEL: Air coach, taxi fares, related parking fees and car rental.

MEALS: Detailed itemized expense log listing each meal with dates, times, and amounts noted.

LODGING: Reimbursement approved only for those residing outside the designated meeting site. Lodging must be outside the contracting party's domicile.

OTHER: Registration fees and other items (as designated under "Associated Costs" section) require receipts unless specified otherwise.

The DE reserves the right to request receipts as necessary to: (1) validate any expense claim and (2) adjust reimbursable rates and policies for in-state and out-of-state travel in order to remain in compliance with DAS State Accounting Policy and/or Iowa Code. Proper notice of changes, if applicable, will be issued unilaterally to vendors.

ITEMIZED INVOICE: Contracting Party must submit an original, detailed invoice with original signature(s).

INTELLECTUAL PROPERTY RIGHTS (IP): All Intellectual Property Rights to materials, documents, and data or any other tangible/intangible designed and/or developed under direct funding from this project shall be the sole property of the DE.

GOVERNING LAWS: This contract shall be governed by the laws of the State of Iowa.

MONITORING: Progress and performance will be monitored and reviewed by the DE on a schedule determined by the DE in collaboration with the Contracting Party.

TERMINATION: This contract may be terminated by either party upon ten (10) days written notice.

NONTRANSFERENCE: Unless otherwise stipulated in this contract, the Contracting Party shall not transfer any interest in this contract without prior written approval from the Iowa Department of Education.

AMENDMENTS: Requests for an approval of amendments to this agreement must be mutually acceptable and in writing.

INDEMNIFICATION: The Contracting Party agrees jointly and severally to indemnify and hold the State, its successors and assigns harmless from and against all liability, loss, damage, or expense, including reasonable counsel fees, which the State shall incur by reason of the failure of the contracting party to perform fully and comply with the terms and obligations of this agreement.

AVAILABILITY OF FUNDS: This contract is subject to the anticipated availability of Federal and/or State funds under the program from which it is supported.

COMPLIANCE WITH THE LAW; NONDISCRIMINATION IN EMPLOYMENT: The Contracting Party, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contracting Party, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders when performing under this contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code Chapter 216 and Section 19B.7) and the use of targeted small businesses as subcontractors and suppliers. Upon the State's written request, the Contracting Party shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code Chapter 11--121.

The Contracting Party, its employees, agents, and subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this contract.

In the event Contracting Party contracts with third parties for the performance of any of the Contracting Party obligations under this contract, Contracting Party shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this Section.

Notwithstanding anything in this contract to the contrary, Contracting Party's failure to fulfill any requirement set forth in this Section shall be regarded as a material breach of this contract and the State may cancel, terminate, or suspend, in whole or in

part, this contract. The State may further declare Contracting Party ineligible for future State contracts in accordance with authorized procedures or the Contracting Party may be subject to other sanctions as provided by law or rule.

If all or a portion of the funding used to pay for the deliverables is being provide through a grant from the Federal Government, Contracting Party acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars, and bulletins, the awarding agency of the Federal Government receives certain rights including, without limitation, a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes, the deliverables developed under this contract and the copyright in and to such deliverables.

ASSURANCE: THE CONTRACTING PARTY, BY SIGNATURE AFFIXED BELOW, ASSURES THE DEPARTMENT THAT SAID CONTRACTING PARTY IS OPERATING IN COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL STATUTES, RULES AND REGULATIONS, INCLUDING CERTIFICATION THE CONTRACTING PARTY AND/OR ITS PRINCIPAL OFFICIALS ARE NOT SUSPENDED OR DISBARRED.

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Lora Rosey
DE CONTACT (Requesting service)
Ryan Wise
DE ADMINISTRATION
James Zandoya
CONTRACTING AGENCY OR INDIVIDUAL
[Signature]
DE AUTHORIZING SIGNATURE

Program Coord TLC
TITLE
Director
TITLE
CEO
TITLE
Chief, Internal Administrative Services
TITLE

6-6-16
DATE
6-8-16
DATE
6/13/16
DATE
6/14/16
DATE

CONTRACTING PARTY: PLEASE SIGN, DATE, AND RETURN AN ORIGINAL COPY TO THE DEPARTMENT. THIS CONTRACT WILL BE VALID WHEN YOU RECEIVE A COPY WITH THE IOWA DEPARTMENT OF EDUCATION'S AUTHORIZING SIGNATURE.

Agreement # 052416

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Grimes State Office Building, 400 East 14th Street, Des Moines, IA 50319-0146
Department Contact Person: Lora Rasey/Sandra Hockett Phone: (515) 281-6719

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PERSON TO PERFORM SERVICES: Sarah Stevens

ADDRESS: 45-18 Court Square, 3rd Floor

PHONE: 646-666-8171

BUSINESS CONTACT PERSON: Bernadette Pizzurro

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EMAIL: sstevens@nycleadershipacademy.org

BUSINESS CONTACT EMAIL: bpizzurro@nycleadershipacademy.org

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Lora Rosey
DE CONTACT (Requesting service)
Ryan White
DE ADMINISTRATION

Program Const TLC
TITLE
Director
TITLE
6-6-16
DATE
6-8-11
DATE

CONTRACTING AGENCY OR INDIVIDUAL

DE AUTHORIZING SIGNATURE

TITLE
Chief, Internal Administrative Services

TITLE

DATE

CONTRACTING PARTY: PLEASE SIGN, DATE, AND RETURN AN ORIGINAL COPY TO THE DEPARTMENT. THIS CONTRACT WILL BE VALID WHEN YOU RECEIVE A COPY WITH THE IOWA DEPARTMENT OF EDUCATION'S AUTHORIZING SIGNATURE.

Agreement # 052416



TLC Administrator Support: Year 2 Coaching

May 4, 2016



Proposal: Coaching for Iowa's Statewide Delivery of the TLC Administrator Program

The NYC Leadership Academy (NYCLA) is pleased to submit this proposal to the Iowa Department of Education for ongoing support of the statewide TLC Administrator Support Program through the provision of coaching for school principals and leadership teams participating in Year 2 of the program.

Deliverables – June 2016 through June 2017

1.0 School Leadership Coaching

As in Year 1 of the program, NYCLA will hire Iowa-based school leadership coach consultants who will serve the schools selected by IDE for Year 2 implementation. For the 2016-17 school year NYCLA will field a cadre of coaching consultants who will provide leadership coaching support for **up to 136 school leaders** and their teams.

NYCLA will contract with the school leadership coach consultants and compensate them for time and travel-related expenses at rates previously agreed to with IDE. As part of administering this support, NYCLA will collect and maintain records of all coaching-related expenses.

Coaches will provide an average of 50 hours of coaching support over the school year, with approximately two in-school visits per principals per month. Coaches will also participate in the facilitated professional learning sessions and other selected program meetings to ensure program coherence.

2.0 Oversight and Support of the Leadership Coaching Program

As in Year 1 of the program, NYCLA will train and support the leadership coaching consultants. This support will include: remote monthly check-in phone calls; 3-4 half-day sessions in Iowa; 2-3 group webinars for technical support; and in-person field observations and feedback for each coach to help ensure program quality and consistency of delivery across the state.



NYCLA will also facilitate a 1.5-day training (our Facilitative, Competency-Based Coach Training, part 2) for the NYCLA-led coaching consultants and other coaches supporting the district delivery model (up to 30 participants total as a maximum) in Iowa in fall of 2016.

Cost

Deliverable	Cost
1.0 School Leadership Coaching for up to 136 school leaders	
Leadership coach consultant time (coaching delivery, training, prep/admin)	\$514,000.00
Leadership coach consultant travel time and travel costs	\$310,936.37
NYCLA admin and finance support for 18 leadership coach consultants	\$16,498.73
TOTAL 1.0	\$842,000.00
2.0 Oversight and Support of Coaching Consultants	
Coach program meetings and additional FCB training	\$47,000.00
Coaching observations, feedback, and support calls	\$63,000.00
TOTAL 2.0	\$110,000.00
CONTRACT TOTAL	\$952,000

The costs quoted above include expected compensation of the leadership coaching consultants and reimbursement for their travel-related expenses associated with training and coaching service delivery, as well as NYCLA personnel time and travel expenses related to the training, support, and administration of the leadership coaching. This quote does not include training or meeting space or any time or travel costs associated with IDE, AEA, or district personnel participating in any of this work.

Iowa Department of Education Amendment # 1

Contracting Agency/Individual: NYC Leadership Academy Inc.

Current Operational Period: Start Date: June 1, 2016 End Date: June 30, 2017

Current Budgeted Amount: \$ 952,000.00

Reason for Amendment (check all that apply): ☒ Work Scope ☒ Budget Amount ☐ End Date

Detailed description of any new activities being added to work scope: (attach additional pages if needed)

Increase support from 136 principals to 144 principals

Addition of TLC Program Capacity Building and Evaluation

See attached Scope of Work

New End Date requested:

New Budget Amount requested: \$ 1,083,358.76

Justification for amendment request: (indicate any changes in funding source(s), attach new budget if needed, attach additional pages if needed)

See attached Scope of Work

COMPENSATION:

Original Contract Amount: \$ 952,000.00

Amendment Amount: \$ 131,358.76

Revised Contract TOTAL: \$ 1,083,358.76

For Internal Purposes Only:

FUND	DEPT	UNIT	S/ORG	OBJ	PROG	AMOUNT
0001	282	w020		2469		\$ 1,083,358.76
	282					\$
	282					\$
Total						\$ 1,083,358.76

Authorization for Amendment Request (Signature indicates agreement to carry out terms of agreement as amended):

<p><u>Lora Rasey</u> DE CONTACT</p> <p><u>Ryan M. Wise</u> DE ADMINISTRATION</p> <p><u>Anna Zandera</u> CONTRACTING AGENCY OR INDIVIDUAL</p> <p><u>Ryan M. Wise</u> DE AUTHORIZING SIGNATURE</p>	<p><u>TLC-IDOE Program Consultant</u> TITLE</p> <p><u>Director</u> TITLE</p> <p><u>CEO</u> TITLE</p> <p><u>Director</u> TITLE</p>	<p><u>11-23-16</u> DATE</p> <p><u>11-23-16</u> DATE</p> <p><u>11/28/16</u> DATE</p> <p><u>11-30-16</u> DATE</p>
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Iowa Department of Education Amendment # 1

Contracting Agency/Individual: NYC Leadership Academy Inc.

Current Operational Period: Start Date: June 1, 2016

End Date: June 30, 2017

Current Budgeted Amount: \$ 952,000.00

Reason for Amendment (check all that apply): ☒ Work Scope ☒ Budget Amount ☐ End Date

Detailed description of any new activities being added to work scope: (attach additional pages if needed)

Increase support from 136 principals to 144 principals

Addition of TLC Program Capacity Building and Evaluation

See attached Scope of Work

New End Date requested:

New Budget Amount requested: \$ 1,083,358.76

Justification for amendment request: (indicate any changes in funding source(s), attach new budget if needed, attach additional pages if needed)

See attached Scope of Work

COMPENSATION:

Original Contract Amount: \$ 952,000.00

Amendment Amount: \$ 131,358.76

Revised Contract TOTAL: \$ 1,083,358.76

For Internal Purposes Only:

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0001	282	w020		2469		\$ 1,083,358.76
	282					\$
	282					\$
Total						\$ 1,083,358.76

Authorization for Amendment Request (Signature indicates agreement to carry out terms of agreement as amended):

DE CONTACT

TITLE

DATE

DE ADMINISTRATION

TITLE

DATE

CONTRACTING AGENCY OR INDIVIDUAL

TITLE

DATE

DE AUTHORIZING SIGNATURE

TITLE

DATE

Proposed Scope of Work Modification/Contract Addendum (Agreement 052416)

Coaching & Capacity Building for Iowa's Statewide Delivery of the TLC Administrator Program, 2016-17

Based on discussions with the Iowa Department of Education, the NYC Leadership Academy (NYCLA) is pleased to submit this proposal for additional support and services we will provide related to the delivery of the statewide TLC Administrator Support Program. Modifications to the original proposal are highlighted in yellow.

Revised Deliverables – June 2016 through June 2017

1.0 School Leadership Coaching

As in Year 1 of the program, NYCLA will hire Iowa-based school leadership coach consultants who will serve the schools selected by IDE for Year 2 implementation. For the 2016-17 school year NYCLA will field a cadre of coaching consultants who will provide leadership coaching support for **up to 144 school leaders¹** and their teams.

NYCLA will contract with the school leadership coach consultants and compensate them for time and travel-related expenses at rates previously agreed to with IDE. As part of administering this support, NYCLA will collect and maintain records of all coaching-related expenses.

Coaches will provide an average of 50 hours of coaching support over the school year, with approximately two in-school visits per principals per month. Coaches will also participate in the facilitated professional learning sessions and other selected program meetings to ensure program coherence.

2.0 Oversight and Support of the Leadership Coaching Program

As in Year 1 of the program, NYCLA will train and support the leadership coaching consultants. This support will include: remote monthly check-in phone calls; 3-4 half-day sessions in Iowa; 2-3 group

¹ Original proposal specified a maximum of 136 school leaders.

webinars for technical support; and in-person field observations and feedback for each coach to help ensure program quality and consistency of delivery across the state.

NYCLA will also facilitate a 1.5-day training (our Facilitative, Competency-Based Coach Training, part 2) for the NYCLA-led coaching consultants and other coaches supporting the district delivery model (up to 30 participants total as a maximum) in Iowa in fall of 2016.

3.0 NEW: TLC Administrator Program Capacity Building and Evaluation

At the request of IDE and its TLC partner organizations, we propose the following additional activities during the 2016-17 school year to further extend in-state capacity to grow and sustain the TLC Administrator program over time.

- 3.1 **Curriculum Design Support:** Over the course of the 2016-17 school year, NYCLA staff will work with a designated Iowa-based Design Team to build team members' capacity around revising and redesigning the program's professional development curriculum for principals and teams. NYCLA staff will work with the design team both remotely and during two 1.5-day working sessions in Des Moines, to refresh the current curriculum based on participant and facilitator feedback and to begin to design tools and/or a scope and sequence for additional learning that can be used to deepen the work and/or provide follow-up professional development for principals and teams who have already gone through the TLC Administrator program and want/need additional support.
- 3.2 **360 Assessment Design:** In response to feedback from program delivery personnel and participants, we propose working with IDE and the school leadership coaches to design a new tool that can be used in place of the Leadership Behaviors Survey to help principals and coaches assess their leadership growth needs with respect to supporting effective work with teacher-leaders. This tool will be tailored for use in Iowa and in connection with the TLC Administrator program, and will include the option of gathering 360-degree feedback on the principal's leadership. As part of developing this tool for IDE, NYCLA staff will facilitate a full-day, in-person working session with coaches and relevant program staff to get their input on tool design.

3.3 **Program Evaluation:** NYCLA proposes that we will also continue to support TLC Administrator Program management by administering and providing analysis of the following:

- Summer Institute Feedback Surveys (for all 18 cohorts)
- Professional Development Session Feedback Surveys (for all 18 cohorts)
- End-of-Year Principal Satisfaction Survey (including feedback on coaching impact)
- Coach/Facilitator Feedback Surveys

Revised Costs

Deliverable	Cost	Revised Cost
1.0 School Leadership Coaching for up to 144* school leaders		
Leadership coach consultant time (coaching delivery, training, prep/admin)	\$514,000.00	\$531,600.00
Leadership coach consultant travel time and travel costs	\$310,936.37	\$339,339.96
NYCLA admin and finance support for 18 leadership coach consultants	\$16,498.73	\$17,418.80
TOTAL 1.0	\$842,000.00	\$888,358.76
2.0 Oversight and Support of Coaching Consultants		
Coach program meetings and additional FCB training	\$47,000.00	\$47,000.00
Coaching observations, feedback, and support calls	\$63,000.00	\$63,000.00
TOTAL 2.0	\$110,000.00	\$110,000.00
3.0 NEW: Program Capacity Building and Evaluation		
Curriculum design support		\$37,000.00
Program evaluation		\$17,000.00
LBS revision/360 tool development		\$31,000.00
TOTAL 3.0		\$85,000.00
CONTRACT TOTAL	\$952,000.00	\$1,083,358.76

The costs quoted above include expected compensation of the leadership coaching consultants and reimbursement for their travel-related expenses associated with training and coaching service delivery, as well as NYCLA personnel time and travel expenses related to the training, support, and administration of the leadership coaching. This quote does not include training or meeting space or any time or travel costs associated with IDE, AEA, or district personnel participating in any of this work.

* 136 principals were to be served in original proposal

Additional Addendum Language:

Based on amended language that was inserted into NYCLA's original contract with IDE regarding intellectual property, we request that the same language (as follows) be inserted into this current agreement:

CONFIDENTIALITY/OWNERSHIP. NYC Leadership Academy (VENDOR) agrees that all financial, statistical or proprietary information provided by an Iowa school district or the Iowa Department of Education (IDOE) or any information that the VENDOR may acquire, directly or indirectly, if any, which relates to an Iowa school district or the IDOE will be kept confidential and not used by or released to any third party or parties without the prior written consent of the IDOE. The VENDOR further agrees that any written material, (e.g., report, study, etc.), developed for the IDOE under this contract, excluding any materials previously developed and copyrighted by the VENDOR, shall be property of the IDOE, and the IDOE shall be entitled to obtain copyrights or any similar such protection for any deliverables furnished by the VENDOR under the terms of this Agreement, and that any such materials be considered a "work-for-hire." The VENDOR hereby grants the IDOE a nonexclusive, perpetual, worldwide, royalty-free license to use the VENDOR'S IP in connection with any work developed for and delivered to the IDOE.

In the course of VENDOR'S work pursuant to this Agreement, and in addition to the license to the IDOE of VENDOR IP, VENDOR may provide the IDOE with certain custom content that supports or is incorporated into the final version of any deliverable provided in this Agreement ("Custom Content"). While VENDOR agrees not to make use of a final deliverable provided to the IDOE without the IDOE prior approval, the IDOE hereby grants to VENDOR a non-exclusive, perpetual, worldwide, royalty-free license to use, modify, copy, distribute, translate, create derivative works of, make, sublicense and otherwise exploit the Custom Content, including information, materials, data, research, curriculum, recommendations, analysis, proposals, ideas, suggestions, plans, creative content, and copyrighted materials incorporated therein, in any form or medium.

Iowa Department of Education Amendment # 2

Contracting Agency/Individual: NYC Leadership Academy Inc

Current Operational Period: Start Date: July 1, 2016

End Date: June 30, 2017

Current Budgeted Amount: \$ 1,083,358.76

Reason for Amendment (check all that apply): ☒ Work Scope ☐ Budget Amount ☐ End Date

Detailed description of any new activities being added to work scope: (attach additional pages if needed)

SAI Coach Training – Provide two days of coach training for up to six coaches and program staff from SAI to help promote programmatic continuity as SAI takes over coaching delivery for principals participating in the TLC Administrator Program

New End Date requested:

New Budget Amount requested: \$ 1,083,358.76

Justification for amendment request: (indicate any changes in funding source(s), attach new budget if needed, attach additional pages if needed)

Two days of additional coach training and work with Iowa Department of Education and School Administrators of Iowa (SAI) in preparation for SAI to support delivery of the coaching component of the TLC Administrator Program in 2017-18.

COMPENSATION:

Original Contract Amount: \$ 1,083,358.76
 Amendment Amount: \$ 0.00
 Revised Contract TOTAL: \$ 1,083,358.76

For Internal Purposes Only:

FUND	DEPT	UNIT	S/ORG	OBJ	PROG	AMOUNT
0001	282	W020		2469		\$ 1,083,358.76
	282					\$
	282					\$
Total						\$ 1,083,358.76

Authorization for Amendment Request (Signature indicates agreement to carry out terms of agreement as amended):

Lora Rasey
 DE CONTACT

Program Consultant
 TITLE

6-13-17
 DATE

Ryan Vine
 DE ADMINISTRATION

Director
 TITLE

6-14-17
 DATE

Kynadurak
 CONTRACTING AGENCY OR INDIVIDUAL

E.R.P. - NYC LA
 TITLE

6/30/17
 DATE

Ryan Vine
 DE AUTHORIZING SIGNATURE

Director
 TITLE

6-30-17
 DATE

Iowa Department of Education Amendment # 2

Contracting Agency/Individual: NYC Leadership Academy Inc

Current Operational Period: Start Date: July 1, 2016

End Date: June 30, 2017

Current Budgeted Amount: \$ 1,083,358.76

Reason for Amendment (check all that apply): ☒ Work Scope ☐ Budget Amount ☐ End Date

Detailed description of any new activities being added to work scope: (attach additional pages if needed)

SAI Coach Training – Provide two days of coach training for up to six coaches and program staff from SAI to help promote programmatic continuity as SAI takes over coaching delivery for principals participating in the TLC Administrator Program

New End Date requested:

New Budget Amount requested: \$ 1,083,358.76

Justification for amendment request: (indicate any changes in funding source(s), attach new budget if needed, attach additional pages if needed)

Two days of additional coach training and work with Iowa Department of Education and School Administrators of Iowa (SAI) in preparation for SAI to support delivery of the coaching component of the TLC Administrator Program in 2017-18.

COMPENSATION:

Original Contract Amount: \$ 1,083,358.76

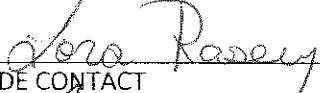
Amendment Amount: \$ 0.00

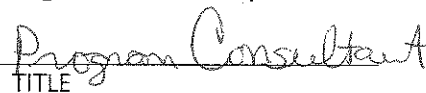
Revised Contract TOTAL: \$ 1,083,358.76

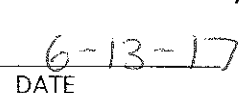
For Internal Purposes Only:


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	282					\$
	282					\$
Total						\$ 1,083,358.76

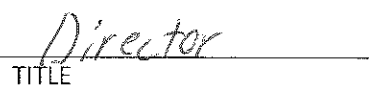
Authorization for Amendment Request (Signature indicates agreement to carry out terms of agreement as amended):


 DE CONTACT


 TITLE


 DATE


 DE ADMINISTRATION


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CONTRACTING AGENCY OR INDIVIDUAL

TITLE

DATE

DE AUTHORIZING SIGNATURE

TITLE

DATE

Proposed Scope of Work Modification/Contract Addendum (Agreement 052416) -- June 12, 2017

Coach Capacity Building for Iowa's Statewide Delivery of the TLC Administrator Program

Based on discussions with the Iowa Department of Education, the NYC Leadership Academy (NYCLA) is pleased to submit this proposal for two days of additional coach training and work with Iowa Department of Education (IDE) partner institution, School Administrators of Iowa (SAI)-in preparation for SAI to support delivery of the coaching component of the TLC Administrator Program in 2017-18.

New Deliverable – June 2017

3.0 TLC Administrator Program Capacity Building and Evaluation

3.4 (NEW) SAI Coach Training – NYCLA will provide two days of coach training for up to six coaches and program staff from SAI to help promote programmatic continuity as SAI takes over coaching delivery for principals participating in the-TLC Administrator Program during 2017-18. The training will include an introduction to the facilitative, competency-based (FCB) coaching approach that is a core aspect of the Administrator Program support, as well as support for the SAI team in planning for program delivery and coaching oversight. The training will take place June 26-27 in Des Moines.

Revised Costs

Deliverable	Cost	Revised Cost
1.0 School Leadership Coaching for up to 144 school leaders		
Leadership coach consultant time (coaching delivery, training, prep/admin)	\$531,600.00	\$511,600.00*
Leadership coach consultant travel time and travel costs	\$339,339.96	\$319,339.96*
NYCLA admin and finance support for 18 leadership coach consultants	\$17,418.80	\$16,618.80*
TOTAL 1.0	\$888,358.76	\$847,558.80
2.0 Oversight and Support of Coaching Consultants		
Coach program meetings and additional FCB training	\$47,000.00	\$47,000.00
Coaching observations, feedback, and support calls	\$63,000.00	\$63,000.00
TOTAL 2.0	\$110,000.00	\$110,000.00
3.0 NEW: Program Capacity Building and Evaluation		
Curriculum design support	\$37,000.00	\$37,000.00
Program evaluation	\$17,000.00	\$17,000.00
LBS revision/360 tool development	\$31,000.00	\$31,000.00
SAI coach training – June 2017		\$10,900.00
TOTAL 3.0	\$85,000.00	\$95,900.00
CONTRACT TOTAL	\$1,083,358.76	\$1,053,459.76

*Actual costs associated with 1.0 may be lower; NYCLA will provide reconciliation by July 15, 2017.

Costs quoted include expected compensation of the leadership coaching consultants and reimbursement for travel-related expenses associated with training and coaching service delivery, as well as NYCLA personnel time and travel expenses. Not included: training or meeting space or any time or travel costs associated with IDE, AEA, SAI, or district personnel participating in any of this work.