

PERSONAL SERVICE AGREEMENT

CO-802A REV. 2/08 (Electronic Version)

STATE OF CONNECTICUT
OFFICE OF THE STATE COMPTROLLER
ACCOUNTS PAYABLE DIVISION

1. PREPARE IN QUADRUPPLICATE.
2. THE STATE AGENCY AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
3. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH AT SHEET 2 OF THIS FILE, AS ATTACHED HERETO AND INCORPORATED BY REFERENCE.

PO 82-392
NO. 2196 125de0092AA

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|---------------------------------|---|--|---|
| | | (1) <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT | (2) IDENTIFICATION NO. p.s |
| CONTRACTOR | (3) CONTRACTOR NAME Mass Insight Education and Research Institute, Inc. CONTRACTOR ADDRESS 18 Tremont St., Suite 1010, Boston MA 02108 | | (4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO CONTRACTOR FEIN / SSN - SUFFIX |
| STATE AGENCY | (5) AGENCY NAME AND ADDRESS State Board of Education 165 Capitol Avenue, Hartford, CT 06106 | | |
| CONTRACT PERIOD | (6) DATE (FROM) 3/15/2013 THROUGH (TO) 1/31/2014 | (7) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. <input checked="" type="checkbox"/> NEITHER | |
| CANCELLATION CLAUSE | THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELLED BY THE STATE AGENCY, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT). | | (8) REQUIRED NO. OF DAYS WRITTEN NOTICE: 30 |
| COMPLETE DESCRIPTION OF SERVICE | (9) CONTRACT AGREES TO: (Include special provisions-Attach additional blank sheets if necessary.) Develop the state's turnaround strategy and improve the most struggling schools. Contract details continue on pages 2 thru 12. | | |
| COST AND SCHEDULE OF PAYMENTS | (10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES. Total maximum payable under this agreement is \$957,960.00.00 | | |

| (12) AMOUNT | (13) FUND | (14) DEPARTMENT | (15) SID | (16) PROGRAM | (17) ACCOUNT | (18) PROJECT/ GRANT | (19) CHARTFIELD 1 | (20) CHARTFIELD 2 | (21) BUD REF |
|-------------|-----------|-----------------|----------|--------------|--------------|---------------------|-------------------|-------------------|--------------|
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An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

| | | |
|---|---|--|
| ACCEPTANCES AND APPROVALS | | (22) STATUTORY AUTHORITY: C.G.S 4-5, 4-8 |
| (23) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE) | TITLE Chairman, CEO: Founder | DATE 3/22/2013 |
| (24) AGENCY (AUTHORIZED OFFICIAL) | TITLE Brian Mahoney, Chief Financial Officer | DATE 3/28/13 |
| (25) OFFICE OF POLICY & MGMT./DEPT. OF ADMIN. SERV. | TITLE ASSOC. ATTY. GENERAL | DATE 4/3/13 |
| (26) ATTORNEY GENERAL (APPROVED AS TO FORM) Joseph Rubin | | |

DISTRIBUTION: ORIGINAL-CONTRACTOR PHOTOCOPY-OPM/DAS PHOTOCOPY-ATTORNEY GENERAL PHOTOCOPY-AGENCY

**EXECUTED
FULLY**

**FULLY
EXECUTED**

TERMS/CONDITIONS

EXECUTIVE ORDERS

The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.

NON-DISCRIMINATION. References in this section to "Contract" shall mean this Personal Service Agreement.

(a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-56 and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

INSURANCE

The contractor agrees that while performing services specified in this agreement he shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of services.

STATE LIABILITY

The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

CLAIMS AGAINST THE STATE

Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

STATE ELECTIONS ENFORCEMENT COMMISSION (SEEC) CONTRACTOR CONTRIBUTION BAN

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See the notice to Executive Branch State Contractors and Prospective State Contractors.

Agreement between CSBE And Mass Insight Education and Research Institute, Inc.

This AGREEMENT is made and entered into as of March 15, 2013 between the Connecticut State Board of Education ("CSBE") with offices at 165 Capitol Avenue, Hartford, CT, 06106, and Mass Insight Education and Research Institute, Inc., School Turnaround Group ("STG") with offices at 18 Tremont Street, Suite 1010 Boston, MA 02108

WHEREAS, Through the Commissioner's Network and Alliance Districts designated pursuant to Public Act 12-116, the Connecticut State Department of Education ("CSDE") is poised to execute innovative strategies to promote transformational change at the school and district levels. The STG is uniquely positioned to help support and scale this work.

THEREFORE, the CSBE is contracting with STG, to assist the CSBE in continuing the development of the state's turnaround strategy and improve the most struggling schools.

A. Definitions. The following definitions shall apply to this Agreement:

1. Commissioners Network- a network of up to 25 of the state's lowest performing schools subject to Section 10-223h of the Connecticut General Statutes.
2. Turnaround Plans- Each school in the Commissioner's Network is required to submit a turnaround plan that outlines the operational and instructional changes to the school that will result in improved outcomes.
3. Alliance Districts- the 30 lowest performing districts in the state that are provided with additional resources to implement efforts to improve student outcomes pursuant to Section 10-262i of the Connecticut General Statutes. Each district's receipt of its designated allocation is conditioned upon district submission, and CSDE approval, of an Alliance District Plan for the expenditure of the new increment of conditional funds in the context of the district's overall strategy to improve academic achievement.
4. District Leaders- Individuals employed in positions of leadership at the school district level, which may include but is not limited to, superintendents, assistant or deputy superintendents, directors, principals and chiefs.
5. Dashboards- A method to display data related to schools or districts which are used to inform decision making.
6. Lead Partners- the education management organizations, as defined in Public Act 12-116, that can be assigned the management of governance of a school.

7. Community of Practice- The action of bringing alliance district staff together to share best practices and learn from each other around common issues such as extended learning time, literacy or data.
8. Request for Qualifications- An open and competitive process to identify potential partners.

B. Scope of Work. The activities and deliverables outlined in sections C, D, and E of this document describe the level and types of supports that the STG will provide to the CSDE. The projects detailed in this contract require the STG to provide the following general supports:

1. Work collaboratively with state, district, and school leaders to pursue bold and innovative reform strategies to dramatically improve student achievement, particularly in the state's lowest-performing schools;
2. Provide strategic consulting services, technical assistance, and capacity-building support for the CSDE, Commissioner's Network schools, and Alliance Districts;
3. Work with district leaders to establish conditions and secure capacity that support and enable dramatic school improvement;
4. Analyze state policies and create lasting structures and practices at the state level to drive and sustain local turnaround efforts; and
5. Promote ongoing progress monitoring and the use of data to improve student outcomes and codify promising practices across the state.

C. Commissioner's Network. The Connecticut General Assembly created the Commissioner's Network to target resources and increase flexibility in some of the state's most struggling schools. The STG will support the CSDE's Turnaround Office in developing and supporting this new initiative by providing the following services.

1. "Project #1": School Turnaround Plans "Phase I"

Commissioner's Network schools are required to develop a turnaround plan that outlines the operational and instructional changes that will lead to improved outcomes. To assist with the development of these plans STG will:

- a) Design application, training, and review materials to help structure the turnaround plan development process for the second cohort of Commissioner's Network schools;
- b) Assist in analyzing of school audits;

- i. Design and co-facilitate trainings for school turnaround committees to assist in the development of school turnaround plans; and
 - ii. Evaluate and provide formative feedback for school turnaround plans.
2. “Project #2”: Technical Assistance and Implementation Support “Phase I”
 - a) Develop a long-term technical assistance strategy providing ongoing capacity-building and implementation support to schools within the Commissioner’s Network;
 - b) Create and disseminate toolkits on specified topics, as directed and approved by the CSDE, pertaining to turnaround, including but not limited to, human capital, family and community engagement, data use;
 - c) Facilitate best practice sharing within the Commissioner’s Network; and
 - d) Develop school implementation timelines.
3. “Project #3”: Progress and Performance Monitoring “Phase II”
 - a) Identify leading and lagging indicators to monitor school and district progress and performance;
 - b) Support school turnaround committees in developing implementation timelines aligned with school turnaround plans to be used for on-going progress monitoring;
 - c) Structure and co-facilitate quarterly monitoring sessions with schools to discuss performance data and the fidelity in the implementation of school turnaround plans; and
 - d) Develop tools and dashboards to promote data-driven decision-making and appropriate midcourse corrections.
4. “Project #4”: Partner Recruitment and Vetting “Phase II”
 - a) Design a request for qualifications (RFQ) process to identify Lead Partners to support turnaround work at the school level;
 - b) Assess district-level capacity to implement turnaround plans and/or identify the need for support from Lead Partner organizations to implement plans;

- c) Recruit and vet potential partners identifying a list of “state-approved” Lead Partners; and
- d) Provide school districts that have Commissioner’s Network schools with a performance contract template to initiate performance-based partnerships with Lead Partners.

5. Deliverables for the Commissioner’s Network

STG shall provide the following deliverables:

- a) School turnaround plan application template and training plan “Phase I;”
- b) School turnaround plan scoring rubric “Phase I;”
- c) Streamlined diagnostic/needs assessment tool and facilitated process for school assessment, including training staff to conduct assessments “Phase I;”
- d) School turnaround committee technical assistance schedule and training session delivery around goal-setting/plan development “Phase I;”
- e) MOU between the CSDE and Commissioner’s Network schools and districts articulating expectations and resources available to Network schools “Phase I;”
- f) Commissioner’s Network ongoing technical assistance strategy, training materials, and toolkits (topics to be determined based on school and district need) “Phases I and II;”
- g) Monitoring strategy and quarterly dashboards “Phase II;”
- h) Partner RFQ and RFQ scoring rubric “Phase II;”
- i) Lead Partner performance contract template “Phase II;” and
- j) School quality reviews “Phase I and II.”

D. Alliance Districts: The Alliance Districts represent a district-level entry point for school and district improvement. STG will work with the CSDE to devise technical assistance and monitoring strategies to ensure gains in these districts by providing the following services

1. “Project #5”: Diagnostics and District Plans “Phase I”

- a) Design the district application template and scoring rubric;
- b) Train CSDE staff and co-conduct district diagnostic assessments and aligned goal-setting sessions;

- c) Design and co-facilitate trainings to assist in the development of interventions and turnaround plans, while ensuring their alignment to CSDE priorities and district strategic plans;
 - d) Support districts in negotiating flexibilities and optimal working conditions for turnaround; and
 - e) Conduct and/or facilitate training sessions around how to conduct school quality reviews.
2. “Project #6”: Alliance Districts Community of Practice “Phases I and II”
- a) Launch a community of practice among the Alliance Districts, including periodic network meetings and professional development opportunities; and
 - b) Create toolkits and resources that would benefit all Alliance Districts (including, but not limited to, recruitment of turnaround leaders, negotiations and collective bargaining agreements, etc.)
3. “Project #7”: Progress Monitoring “Phase II”
- a) Develop an ongoing monitoring strategy for all Alliance Districts;
 - b) Identify metrics and benchmarks for Alliance Districts;
 - c) Facilitate biannual progress and performance monitoring sessions with the Alliance Districts; and
 - d) Create data dashboards and implementation timelines working in collaboration with the Alliance Districts.
4. Deliverables for the Alliance Districts
- STG shall provide the following deliverables:
- a) District application template and CSDE/district strategic alignment checklist “Phase I;”
 - b) District application scoring rubric “Phase I;”
 - c) District diagnostic tool and training materials for CSDE staff “Phase I;”
 - d) MOU between the CSDE and Alliance Districts articulating expectations and resources available to the Alliance Districts “Phase I;”
 - e) A documented strategy to create a community of practice for Alliance Districts and a technical assistance plan to provide on-going implementation support “Phases I and II;”

- f) Toolkits to support Alliance Districts (topics to be determined based on the outcomes of the district diagnostics) “Phase II;” and
- g) District monitoring tools “Phase II.”
- h) School quality review templates, trainings and tools “Phase I and II.”

E. CSDE Turnaround Office Strategic Planning. In addition to supporting the CSDE’s two major turnaround initiatives, the STG will support the growth and sustainability of the CSDE’s Turnaround Office. Such support will include defining the unit’s mission, theory of change, staffing structure, and long-term strategy. STG will provide the following services:

1. “Project #8”: Mission and Theory of Change “Phase I”

- a) Conduct an State Education Agency (SEA) diagnostic and strategically map out current/future intersections between the Turnaround Office and other units within the CSDE;
- b) Conduct an SEA policy audit including recommendations around the use of federal funds;
- c) Establish the Turnaround Office’s mission, vision, and core beliefs/values;
- d) Develop and articulate the CSDE’s theory of change as pertaining to school and district turnaround;
- e) Create district- and school-level frameworks for dramatic turnaround identifying critical and research-based strategies for transformational change; the framework will inform the structure and review of applications for the Commissioner’s Network and Alliance Districts; and
- f) Connect the CSDE leadership with other SEA leaders through participation in the STG’s State Development Network, which includes:
 - i. issue-based webinars,
 - ii. in-person meetings, and
 - iii. action-oriented toolkits and reports.

2. “Project #9”: Strategy and Organizational Structure “Phases I and II”

- a) Create a yearlong project plan for the CSDE’s Turnaround Office;
- b) Design a staffing strategy for the Turnaround Office and train and deploy staff accordingly;
- c) Establish an organizational chart for the Turnaround Office;
- d) Create job descriptions for Turnaround Office employees;

- e) Codify the Turnaround Office’s long-term strategy for both the Commissioner’s Network and Alliance District, along with core tools and processes (including district diagnostic, school reviews.)
3. “Project #10”: Communications “Phase II”
- a) Create marketing materials and a website for the CDSE’s Turnaround Office;
 - b) Identify and launch an advisory committee to advocate on behalf of the state’s turnaround efforts; and
 - c) Develop a long-term and multi-faceted communications strategy for the Turnaround Office identifying and leveraging key stakeholder groups, core messages, and multiple modes of communication.
4. Deliverables for the CSDE’s Turnaround Office.
- STG shall provide the following deliverables:
- a) Turnaround Office 2013 work plan “Phase I;”
 - b) Turnaround Office website “Phases I and II;”
 - c) Organizational chart and employee job descriptions “Phases I and II;”
 - d) Turnaround Office marketing materials “Phase I;”
 - e) Communications strategy for the Turnaround Office “Phase I” and
 - f) State Development Network membership (incl. in-person meetings, webinars, and reports) “Phases I and II.”

F. Timeline of Completion of Services and Submission of Related Deliverables.

1. Commissioner’s Network, (“Section C”)
- a) Project 1- School turnaround plans, by April 30, 2013
 - b) Project 2- Technical assistance, through January 31, 2014
 - c) Project 3- Progress monitoring, through January 31, 2014
 - d) Project 4- Partner recruitment, June 1, 2013 through October 31, 2013
2. Alliance Districts, (“Section D”)
- a) Project 5- Diagnostics and district plans, by June 30, 2013
 - b) Project 6- Community of practice, through January 31, 2014
 - c) Project 7- Progress monitoring, July 1, 2013 through January 31, 2014
3. CSDE Turnaround Office Strategy, (“Section E)

Agreement between CSBE And Mass Insight Education and Research Institute, Inc.

- a) Project 8- Mission and theory of change, By July 31, 2013
- b) Project 9- Strategy and Organizational Structure, May 1, 2013 through January 31, 2014
- c) Project 10- Communications, July 1, 2013 through January 31, 2014

G. Duties and Responsibilities of the CSBE.

- 1. Review program reports of progress on each of the project activities planned to accomplish project goals and objectives.
- 2. Review evaluation data upon completion of the project.
- 3. Provide consultation on the hiring of the STG staff.
- 4. Review deliverables for approval.
- 5. The CSBE shall provide payments in accord with the schedule below:

| Phase I | |
|----------------------------------|--|
| March 15, 2013 to June 30, 2013 | |
| Total Phase I: \$619,650.00 | |
| 20% due by March 31, 2013 | |
| 40% due by April 30, 2013 | |
| 40% due by June 30, 2013 | |
| Phase II | |
| July 1, 2013 to January 31, 2014 | |
| Total Phase II: \$338,310.00 | |
| 30% due by September 30, 2013 | |
| 30% due by November 30, 2013 | |
| 40% due by January 31, 2014 | |

- 6. Invoices shall be sent or e-mailed to:
Gary Pescosolido, Fiscal Administrative Manager II

Connecticut State Department of Education
Bureau of Fiscal Services
165 Capitol Avenue, Room 313
Hartford, CT 06106
Tel: 860-713-6667
E-mail: gary.pescosolido@ct.gov

7. Payment shall be processed upon satisfactory receipt of the deliverables.
8. This payment schedule can be adjusted upon written request and CSBE approval, but such payments cannot exceed physical availability of funds.

H. Miscellaneous Terms and Conditions.

1. Cancellation: The CSBE reserves the right to recoup any deposits, prior payment, advance payment or down-payment made if the contract is terminated by either party. The CSBE reserves the right to cancel the contract with 30 days prior notice at any time, including but not limited to, when the funding for the contract is no longer available.
2. Amendments: A formal contract amendment, in writing, shall not be effective until executed by both parties to the contract, and where applicable, the Attorney General. Such amendments shall be required for extensions to the final date of the contract period and to terms and conditions specifically stated in this contract, including but not limited to revisions to the maximum contract payment, to the unit cost of service, to the contract's objectives, services or plan, to due dates for reports, to completion of objectives or services, and to any other contract revisions determined material by the CSBE.
3. Effective date and term of the agreement: This Agreement shall become effective upon the effective date signed and shall continue until June 30, 2013, unless sooner terminated in accordance with the terms of this Agreement.
4. Entire Agreement: This Agreement contains the entire agreement and understanding between the parties as to the subject matter of this Agreement, and supersedes all prior agreements, representations, writings and discussions between the parties.
5. Nondiscrimination: STG shall comply with the non-discrimination provisions preprinted on page 2 of this Agreement.

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6. Executive Orders: STG shall comply with the Executive Orders preprinted on page 2 of this agreement.
7. Indemnification: STG agrees to indemnify, defend and hold harmless the State of Connecticut as well as all Departments, officers, agents and employees of the State from and against any and all claims, losses or suits according to or resulting from any contractors, subcontractors, laborers or any person, firm or corporation who may be directly or indirectly injured or damaged by the negligence or willful misconduct of STG in the performance of the contract.
8. Party Representatives: The parties named the following individuals as primary representatives regarding this Agreement. The parties shall notify each other of any change to this designation within ten (10) business days.

The CSBE names the following individual as its primary representative:

Debra Kurshan, Chief Turnaround Officer
Connecticut State Department of Education
165 Capitol Avenue
Hartford, CT 06106
Tel: 860-713-6801

STG names the following individual as its primary representative:

Emily Pallin, Engagement Manager
Mass Insight Education, School Turnaround Group
18 Tremont Street, Suite 1010
Boston, MA 02108
(617) 778-1500

State Dept of Education

State of Connecticut
Purchase Order

CHANGE ORDER

Dispatch via Print

Vendor: 0000151179
MASS INSIGHT EDUCATION AND RESEARCH
18 TREMONT ST STE 1010
BOSTON MA 02108

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|-----------------------|------------------------------|-----------------|-------------|
| Purchase Order | Date | Revision | Page |
| SDEM1-0000082392 | 04/05/2013 | 1 - 04/08/2013 | 1 |
| Payment Terms | Freight Terms | Ship Via | |
| Due Now | FOB Destination, Frt Prepaid | Common | |
| Buyer | Phone | Currency | |
| SDE-Gliha Karen | 860/713-6627 | USD | |

Ship To: SDE 165 Capitol Avenue, RM 309
165 Capitol Ave
Room 309, 3rd Floor
State Office Building
Hartford CT 06106

Bill To: Accounts Payable
Room 309
165 Capitol Avenue
Hartford CT 06106

Tax Exempt? Y Tax Exempt ID: 066000798SDE

Replenishment Option: Standard

| Lin-Schd | Original Quantity | Change Quantity | Total Quantity | UOM | Original Price | Price Change | New Price | Extended Amount |
|----------|-------------------|-----------------|----------------|-----|----------------|--------------|-----------|-----------------|
|----------|-------------------|-----------------|----------------|-----|----------------|--------------|-----------|-----------------|

| | | | | | | | | |
|-------|---|------|---|-------------|--|------|------------|---------------------|
| 1- 1 | 1 | 0 | 1 | EA | 957,960.00 | 0.00 | 957,960.00 | 9,57,960.00 |
| Vndr# | | Mfg# | | Description | Development of state's turnaround strategy and improve the most struggling schools | | | Due Date 04/05/2013 |

Contract ID: 12SDE0092AA Version 1 Contract Line: 1 Category Line: 0 Release: 1

Item Total 957,960.00

Total PO Amount

The Total Obligation

For time period 03/15/2013 to 01/30/2014

The State purchasing entity is issuing this purchase order pursuant and subject to a certain contract, between the vendor and the State of Connecticut, specifically for the goods, services or both itemized above. The contract is currently in effect, as it has not expired or been cancelled or terminated. To the extent that the contract has not already been accepted by the vendor, and without indicating or acknowledging a need to reaffirm such acceptance by means of this or any subsequent purchase order, any act of partial or full performance by the vendor after receipt of this purchase order shall be deemed to be, without more, an acceptance of this purchase order and an acceptance of all of the terms and conditions of the contract. This order is exempt from Federal Excise taxes under registration number 06-730435K, and from Connecticut Sales Tax. Send invoices to the State agency issuing this order.

The State Comptroller certifies that this order has been approved, recorded, and available funds have been reserved.

Final Approver: SDE-Norris Mary