



## PROFESSIONAL SERVICES AGREEMENT (Idaho Communities of Excellence Federal CSP Grant)

This Professional Services Agreement (the “Agreement”) is made effective as of April 1, 2019 by and between:

“**Bluum**”

Bluum, Inc., an Idaho Non-profit Corporation

**Contact:** Terry Ryan  
Address: 1010 W. Jefferson St., Suite 201  
Boise, ID 83702  
Phone: (208) 336-8400  
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and “**Consultant**”

Boise State University

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**Contract Contact:** Contract Officer  
Address: 1910 University Dr.  
Boise, ID 83725-1135  
Phone: (208) 462-4420  
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For services indicated in or reasonably inferable from this contract and Exhibit A as issued by Bluum and accepted by Consultant. Bluum and Consultant may collectively referred to herein as the “**Parties**” and individually as a “**Party.**”

**STANDARD TERMS AND CONDITIONS  
TO  
PROFESSIONAL SERVICES AGREEMENT  
(Idaho Communities of Excellence Federal CSP Grant)**

1. **Relationship of the Parties.** Consultant accepts the relationship of trust and confidence established with Bluum by this Agreement and that this relationship is a material consideration for Bluum in entering into this Agreement. Accordingly, Consultant will reasonably, act in furtherance of Bluum’s interests in a manner consistent with this relationship. Consultant acknowledges that Bluum is relying on Consultant for information, advice and cooperation with respect to the services to assist Bluum in detecting, preventing, evaluating and resolving problems, disputes and Claims, and therefore Consultant will promptly provide the same to Bluum consistent with the relationship set forth herein. Nothing herein creates a fiduciary relationship or requires Consultant to perform professional services beyond the customary level of skill, care and diligence.

2. **Scope of Duties.** Consultant shall, during the term of this Agreement, provide the services described herein and within the scope of services attached hereto as Exhibit A.

3. **Term.** This Agreement shall commence on April 1, 2019 and shall conclude at the competition of the tasks outlined in this contract and in Exhibit A on or before March 15, 2024.

4. **Payment**

4.1 **Compensation.** Consultant’s compensation shall not exceed \$212,289 over the five-year term of this Agreement. Funds shall be obligated as follows:

**Payment Schedule.**

| <b>Year – Budget Period</b>            | <b>Budget</b>       |
|--|---------------------|
| Year 1: April 1, 2019 – March 31, 2020 | \$51,044.00         |
| Year 2: April 1, 2020 – March 31, 2021 | \$34,985.00         |
| Year 3: April 1, 2021 – March 31, 2022 | \$36,010.00         |
| Year 4: April 1, 2022 – March 31, 2023 | \$37,066.00         |
| Year 5: April 1, 2023 – March 15, 2024 | \$53,184.00         |
| <b>Total</b>                           | <b>\$212,289.00</b> |

Any unused funds from a Budget Period will be automatically carried forward to be used in the following Budget Period. Consultant will not provide any services that will incur charges beyond the total limit set forth in this contract unless the services, and the compensation for the services, are expressly authorized by Bluum in writing in advance. At Bluum’s request, Consultant will provide an estimate of fees for specified services. Consultant will not be entitled to compensation for time spent traveling to provide services or reimbursement to any expenses, unless Bluum has expressly agreed in writing to provide such compensation or reimbursement Consultant will be entitled to travel expenses Bluum has approved in the budget, including, but not limited to any compensation for travel.

4.2 **Payment Terms.** Fifty Percent (50%) of each year’s budget shall be paid by Bluum by June 1<sup>st</sup> of each Budget Period (the “**Advance Amount**”). Each payment of the Advance Amount is as follows:

| <b>Payment Date</b>  | <b>Advance Amount</b> |
|----------------------|-----------------------|
| Year 1: June 1, 2019 | \$25,522.00           |
| Year 2: June 1, 2020 | \$17,492.50           |
| Year 3: June 1, 2021 | \$18,005.00           |
| Year 4: June 1, 2022 | \$18,533.00           |
| Year 5: June 1, 2023 | \$26,592.00           |
| <b>Total</b>         | <b>\$106,144.50</b>   |

If Bluum does not complete the Advance Amount payment by June 1<sup>st</sup> of each Budget Period, all of the Consultant’s obligations under this Agreement shall be automatically tolled until the entire Advance Amount is received by Consultant. Consultant will provide Bluum with invoices at least quarterly and no more frequently than monthly for all services rendered and reimbursable expenses incurred, including services and reimbursable expenses performed by Consultant’s subconsultants. No invoices are required by Consultant to receive Advance Payment. The first invoice will be sent after the first Advance Amount is received. All invoices will be binding on Consultant. Bluum will pay all invoices within thirty (30) days after its receipt thereof, less disputed amounts, via check or generally accepted electronic funds transfer protocols. Undisputed invoices not paid within thirty (30) days of the invoice date are delinquent and unpaid balances will accrue interest compounded continuously at a rate equal to the lesser of; (i) one and one-half percent (1.5%) per month (eighteen percent (18%) per annum); or (ii) the maximum amount permitted by law. If the final statement of cumulative costs is for an amount less than the total of all Advance Amounts, Consultant shall reimburse Bluum for the amount in excess of the final statement of cumulative costs.

5. **Consultant’s Communications.** Consultant’s representative identified on the first page of this Agreement will be reasonably available to Bluum and will not be changed without notice. Consultant will notify Bluum of any actions or decisions required of Bluum for Consultant to timely and properly perform the work, and any deadlines pertaining thereto to prevent delays in the Work. Whenever possible, the notice will be sufficiently in advance of any applicable deadline to allow Bluum a reasonable time to consult with Consultant, consider alternatives and execute the action or decision. Consultant will consult with and advise Bluum with respect to the decisions.

6. **Bluum’s Directives, Approvals and Consents.** Bluum will timely review documents provided by or through Consultant and timely render its direction, decision, consent or approval on matters identified by Consultant for Bluum’s direction, decision, consent or approval; provided, however, Bluum’s review, direction, decision, approval or consent of any document or matter will be solely for the purpose of determining whether the document or matter is generally consistent with Bluum’s general aims and objectives for this Agreement. Consultant will notify Bluum of deadlines for Bluum decisions to avoid unreasonable delays. Any reference to “agreed by Bluum”, “Bluum’s prior approval”, “Bluum’s consent” or words of similar import will mean the Bluum’s specific agreement, approval or consent in writing. Consultant will construe any authorization or directive for additional services by any employee or agent of Bluum other than Bluum’s representative identified on the first page of this Agreement, and any oral request for the same by any person, to be a request to Consultant to provide a written additional services request and compensation request to Bluum’s representative for approval.

7. **Subconsultants.** Prior to retaining or engaging any subconsultants to provide services, Consultant will submit for Bluum’s approval a statement listing (1) a description of the services to be provided by the subconsultant,

(2) a brief description of the subconsultant's qualifications to render the identified services, and (3) disclosure of any ownership, controlling interest, or affiliation between Consultant and the subconsultant.

8. **Ownership of Intellectual Property.** "Intellectual Property," as used herein, shall mean all discoveries, inventions, designs, methodologies, improvements, software, data and works of authorship, conceived, made, discovered, written or first reduced to practice in performance of services related to this Agreement ("IP") and any related rights such as patents, copyrights (including moral rights), mask works and trade secrets.

(1) IP shall be owned as follows:

- (a) IP created solely by one or more employees of Consultant ("**Consultant IP**") shall be owned by Consultant.
- (b) IP created solely by one or more employees of Bluum ("**Bluum IP**") shall be owned by Bluum.
- (c) IP jointly created by one or more employees of Consultant and one or more employees of Bluum ("**Joint IP**") shall be owned by Consultant and licensed to Bluum in accordance with paragraph 8(2) below .

(2) IP shall be licensed as follows:

(a) With the exception of student theses and dissertations, in consideration for sponsoring the Agreement, Consultant shall grant to Bluum a non-exclusive, non-transferable, perpetual and royalty-free license (without the right to sublicense) to use Consultant IP and Joint IP exclusively for Bluum's own internal research and development purposes (and not for any commercial or for-profit purpose).

(b) Bluum shall grant to Consultant a non-exclusive, perpetual and royalty-free license to use Bluum IP for any lawful purpose of Consultant, but not for any commercial or for-profit purpose.

(c) Bluum shall have the first right to negotiate a fee-bearing or royalty-bearing non-exclusive or exclusive license or a fee-bearing option to any Consultant IP and/or Joint IP, provided that Bluum agrees that in any license, option or similar agreement, Bluum will be required to pay all costs for the preparation, filing, prosecution and maintenance of any patents or copyrights on such IP ("**Negotiation Right**"). Bluum has ninety (90) days following the disclosure of IP by Consultant to exercise its Negotiation Right ("**Negotiation Period**"). Bluum must submit a written notice to Consultant, within the Negotiation Period, in order to exercise its Negotiation Right. If the Negotiation Period expires before Consultant receives Bluum's written notice exercising the Negotiation Right or as provided below, Bluum shall have no further rights to Consultant IP or Joint IP (except as authorized in accordance with paragraph 8(2)(a) above).

(3) Each Party shall require its employees to promptly disclose any IP arising from this Agreement. Each Party agrees to provide the other Party with a copy of each IP disclosure within thirty (30) days after the disclosure is made, and in addition, will provide the other Party with a written listing of all IP created pursuant to this Agreement within sixty (60) days from the expiration or termination of this Agreement. For all such IP identified, Consultant and Bluum shall provide, via separate written agreement, licenses to Consultant IP, Bluum IP and/or Joint IP according to the provisions of paragraph 8(2) above. Each Party will consult with the other Party at least thirty (30) days prior to filing any patent or copyright application for IP and shall promptly notify the other Party of any patents or copyright registrations issued

(4) Intellectual property created externally to this Agreement and the performance of this Agreement ("**Background IP**") will be owned by the originating Party. Nothing in this Agreement will be construed as any conferral of rights to any of the Parties regarding such Background IP.

- (5) Nothing contained in this Agreement is to be construed as permission, a recommendation or an inducement to use or practice any product, process, equipment or formulation that may infringe upon any other intellectual property rights without the prior written permission of the intellectual property owner. Consultant does not make any representation or warranty, express or implied, that the use of any Background IP (if its use is authorized), Consultant IP and/or Joint IP will not infringe any patent or other intellectual property rights.

9. **Insurance.** Each Party represents and warrants it maintains comprehensive general liability insurance and all coverages required by law sufficient for the purpose of carrying out the duties and obligations arising under this Agreement. Consultant shall maintain, at all times applicable hereto, comprehensive liability coverage in such amounts as are prescribed by Idaho Code § 6-924 as amended from time to time, as well as worker's compensation coverage for its employees as required by Idaho Code § 72-301 as amended from time to time. Consultant's liability coverage obligations shall be administered by the Administrator of the Division of Insurance Management in the Department of Administration for the State of Idaho, and may be covered, in whole or in part, by the State of Idaho's Retained Risk Account. Consultant shall cover its liability for worker's compensation through the State of Idaho's State Insurance Fund. Upon written request, a Party will furnish the other Party a certificate evidencing the insurance required by this paragraph. Upon request by Bluum, Consultant will provide Bluum with a certificate or binder evidencing such insurance.

10. **Consequential Damages.** Neither party will be liable to the other party for, any form of indirect, special, punitive, exemplary, incidental or consequential or similar cost, expense, damages or losses, including, but not limited to, loss of anticipated profit, unabsorbed overhead, lost productivity, idle resources, lost business, business interruptions and lost opportunity to work on other projects ("**Consequential Damages**") beyond the amount covered by insurance and limited by this Agreement.

11. **Default; Suspension; Termination**

(1) **Default by Bluum.** If Bluum breaches this Agreement or fails to perform its duties and responsibilities under this Agreement (including the failure to pay Consultant in accordance with this Agreement), Consultant will provide Bluum with notice of the breach or failure within thirty (30) days thereof. The notice will identify Bluum's breach or failure with specificity and state the actions required by Bluum to cure the breach or failure. Consultant will deliver the notice to Bluum's Representative with a copy to Patrick D. Rice, Executive Director, Greater Boise Auditorium District, 850 W. Front Street, Boise, Idaho 83702. If Bluum fails to cure the breach or failure within fourteen (14) days of its receipt of Consultant's notice (provided the notice is delivered as required above), Consultant may exercise any right it may have against Bluum.

(2) **Termination for Convenience.** Upon notice of sixty (60) days either party without cause, may terminate under some or all of this contract. Consultant will follow Bluum's instructions regarding shutdown and termination procedures, strive to mitigate all costs and stop the performance of the affected services.

(3) **Termination for Cause.** If either Party fails to fully and faithfully perform its obligations under this Agreement the other Party notice of the failure and intent to terminate the Party fails to immediately commence and diligently continue satisfactory correction of the failure, and achieve correction of the failure, within thirty (30) days. Either Party may terminate the Agreement for Cause on any or all remaining activities by written notice.

(4) **Effect of Termination.** Upon early termination by Bluum, Bluum shall pay all costs accrued by Consultant as of the date of termination, including, without limitation, non-cancelable obligations for the Term (which shall include all appointments of staff incurred prior to the effective date of the termination). Consultant shall exert its best efforts to limit or terminate any outstanding

financial commitments for which Bluum is to be liable. Consultant shall furnish, within ninety (90) days of the effective termination date, a final report of all costs incurred, and all funds received, and shall reimburse Bluum for payments that may have been advanced in excess of Consultant's total costs incurred.

12. **General.** This Agreement will be governed by the laws of the State of Idaho without regard to conflicts of law principles. The parties agree that any action by a lawsuit or other action filed will only be filed in a court of competent jurisdiction in the State of Idaho, and the Parties hereby irrevocably and unconditionally submits to the exclusive jurisdiction and venue of courts in Ada County, Idaho. Time is of the essence in of this Agreement. Section headings are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement. In construing this Agreement, feminine or neuter pronouns will be substituted for those masculine in form and vice versa, and plural terms will be substituted for singular and singular for plural in any place in which the context so requires. If any term or provision of this Agreement is invalid or unenforceable, the remainder of this Agreement will not be affected thereby. This Agreement is the sole agreement between the parties with respect to the subject matter herein and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement and each and every provision herein is for the exclusive benefit of Bluum and Consultant and not for the benefit of any third party. Neither party's right to require performance of the other party's obligations under this Agreement will be affected by any previous waiver, forbearance, or course of dealing. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together will constitute one instrument. Electronic copies of this Agreement will be equivalent to original documents.

13. **Not Exclusive.** The parties agree that this Agreement is not exclusive. Consultant may provide services to other clients so long as such representation does not conflict with the services to be provided to Bluum. Additionally, Bluum may retain such other independent contractors and consultants as Bluum desires from time to time.

14. **Consultant's Representations.** Consultant hereby affirmatively represents that it is not currently disbarred, excluded, suspended, or otherwise ineligible to receive any federal funds; and further affirmatively represents that it is able to effectively and efficiently complete its duties as provided by Agreement.

15. **Byrd Anti-Lobbying Amendment Compliance.** Consultant hereby affirmatively represents that it will not use funds awarded to it pursuant to this Agreement to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352; and further affirmatively represents that it will file any and all certifications required by 31 U.S.C. 1352 if the amount awarded to it under this agreement exceeds \$100,000.00.

16. **Binding Effect; Assignment.** This Agreement will be binding on the parties' heirs, successors and assigns. Neither party will assign any interest in this Agreement without the consent of the other party.

17. **Amendment.** The parties may modify or amend this Agreement by a subsequent written amendment executed by Bluum and Consultant. This Agreement may not be modified or amended orally or by the conduct of the parties. Any reference herein to the consent, approval or agreement of Bluum or Consultant, or words of similar import, will mean the party's consent, approval or agreement in writing. Consultant will treat any verbal authorization or direction for a change in services to be a directive to promptly prepare and deliver an appropriate request for approval of the change consistent with the verbal authorization or direction to Bluum's authorized representative for review.

18. **Notices.** All notices, consents, approvals, orders, acceptances, confirmations and other communications required or permitted by this Agreement will be in writing and delivered by hand, by reliable courier, by US Mail or fax to the addresses set forth in this Agreement or to any other addresses as a party may subsequently designate by

notice to the other party pursuant to this Section. Any communication will be deemed received when delivered or delivery is refused. Any communication by courier or US Mail is to be concurrently sent via email.

19. **Use of Tradenames and Service Marks.** Neither Party obtains by this Agreement any right, title or interest in, or any right to reproduce or to use for any purpose, the name, tradenames, trade- or service marks, or logos (collectively, the “**Marks**”) of the other Party. Neither Party will include the name of the other Party or of any employee of that Party in any advertising, sales promotion or other publicity matter without the prior written approval of that other Party. In the case of Consultant, prior written approval is required from the Director of Trademark Licensing and Enforcement. In the case of Bluum, prior written approval is required from an authorized representative of Bluum.

20. **Equipment & Supplies.** Unless otherwise provided in Exhibit A, all equipment and supplies purchased with funds provided under this Agreement for use in connection with this Agreement shall be the exclusive property of Consultant in perpetuity, and shall be utilized in part in order to complete the Scope of Work during the Term

21. **Confidentiality.**

(1) Each Party has certain documents, data, information and/or methodologies that are confidential and proprietary to that Party (collectively, the “**Confidential Information**”). Confidential Information shall not include, and Recipient (defined below) shall have no obligation to refrain from disclosing or using, information which: (i) is generally available to the public prior to the date of disclosure; (ii) becomes part of the public domain or publicly known or available by publication or otherwise, not through any unauthorized act or omission of Recipient; (iii) is lawfully disclosed to the Recipient by third parties without breaching any obligation of non-use or confidentiality; or (iv) has been independently developed by persons in Recipient’s employ or otherwise who have no contact with the Confidential Information, as proven with written records.

(2) During the Term of this Agreement, either Party may, as the “**Disclosing Party**,” disclose its Confidential Information to the other Party (the “**Recipient**”), in writing, visually or orally; provided, however, the Disclosing Party shall, at the time of disclosure, clearly identify to the Recipient what constitutes the Disclosing Party’s Confidential Information. Recipient shall receive and use the Confidential Information for the sole purpose of the performance of the Scope of Work, and for no other purpose (except as may be specifically authorized by the Disclosing Party in writing). Recipient agrees not to: (i) make use of the Confidential Information except for the performance of the Scope of Work (or as otherwise authorized by the Disclosing Party in writing); or (ii) disclose the Confidential Information to any third party or parties (including, without limitation, Recipient’s affiliates), unless required by law, without the prior written consent of the Disclosing Party. In the event that Recipient is required by law to disclose the Confidential Information, it will promptly notify the Disclosing Party, and the Disclosing Party may, at its sole discretion and expense, initiate legal action to prevent, limit or condition such disclosure.

(3) Recipient shall use its reasonable best efforts to preserve the confidentiality of the Confidential Information (using the same or similar protections as it would as if the Confidential Information were Recipient’s own, and in any event, not less than reasonable care).

Notwithstanding any other provision of this Agreement, Recipient may retain one (1) copy of the Disclosing Party’s Confidential Information in its confidential files, for the sole purpose of establishing compliance with the terms

22. **Excusable Delay.** Neither Party will be in default of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault of or negligence. Such causes may include, but are not restricted to acts of God or the public

enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and usually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence.

23. **Drug-Free Workplace.** During the performance of this contract, the Consultant agrees to (i) provide a drug-free workplace for Consultant's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Consultant that the Consultant maintains a drug-free workplace.

24. **Texting and Driving.** All parties performing services for the Communities of Excellence project shall refrain from texting and driving, and other unsafe acts.

25. **Liability and Litigation.** Each Party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees, to the full extent required by law. Liability of Consultant is at all times herein strictly limited and controlled by the provisions of Idaho law, including, without limitation, the Idaho Tort Claims Act, Idaho Code §§ 6-901 *et seq.* as amended from time to time (the "Act"). Nothing herein shall be deemed to constitute a waiver of any privilege, immunity, protection or defense afforded Consultant, as an entity of the State of Idaho, under the Idaho Constitution, the Act, Idaho statutes or any other applicable law. Neither Bluum nor Consultant warrant or assume liability for the interpretation or use of data or results produced under this Agreement.

Neither party waives any rights or release any party from liability, whether on its own behalf or on behalf of any boards, employees or agents. Neither party waives the right to trial by jury for any cause of action arising from the Agreement and shall not submit any claim to binding arbitration or mediation. Neither party shall be liable to the other party for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost wages, even if such special damages are reasonably foreseeable. Any provision(s) in the Agreement contrary to these statements is/are hereby deleted and rendered void.

26. **Default; Deliverables; Disclaimer.** In case of failure to deliver goods or services in accordance with the contract terms and conditions, Bluum, after due written notice, may procure them from other sources if Consultant does not remedy the problem within a reasonable time. Bluum's remedy is limited to this Agreement and Idaho Law. Consultant will make best efforts to ensure that all deliverables provided under this Agreement are provided substantially in accordance with the Exhibit A. RESEARCH RESULTS, DELIVERABLES, REPORTS, IP DISCLOSURES AND IP PROVIDED BY UNIVERSITY ARE PROVIDED STRICTLY "AS IS, WHERE IS" WITHOUT ANY WARRANTY OR GUARANTY OF ANY KIND. ALL WARRANTIES, EXPRESS AND IMPLIED, ARE HEREBY EXPRESSLY DISCLAIMED INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNIVERSITY SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGE OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST PROFITS (REGARDLESS OF WHETHER OR NOT UNIVERSITY KNOWS OR SHOULD KNOW OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES).



## Exhibit A: Scope of Work and Project Timeline

### I. SCOPE OF WORK

#### A. Requirements

- Manage and maintain relationship with the State Department of Education and/or State Board of Education to garner access to necessary student achievement data, student demographic data and other data sources as needed under Idaho's *Communities of Excellence* project.
- Provide analysis of student achievement and student demographic data for the cohort of schools in Idaho's *Communities of Excellence* project (up to 19 individual sub grantee schools).
- Create achievement tables (see tables 1 and 2 below) for cohort of sub grantee schools (up to 19) and create appropriate comparison groups (e.g. state averages) as needed for Grades 4 and 8 in Mathematics and English Language Arts.

**Table 1 – Are Students Meeting or Exceeding State Academic Achievement Targets?**

| Mathematics                | 2019   |        | 2020   |        | 2021   |        |
|----------------------------|--------|--------|--------|--------|--------|--------|
|                            | School | Target | School | Target | School | Target |
| All Students               |        | 51.3%  |        | 54.6%  |        | 57.8%  |
| Economically Disadvantaged |        | 41.9%  |        | 45.8%  |        | 49.7%  |
| Students with Disabilities |        | 29.3%  |        | 34.0%  |        | 38.8%  |
| Hispanic or Latino         |        | 35.0%  |        | 39.3%  |        | 43.7%  |
| English Language Learners  |        | 22.6%  |        | 27.7%  |        | 32.9%  |
| English Language Arts      | 2019   |        | 2020   |        | 2021   |        |
|                            | School | Target | School | Target | School | Target |
| All Students               |        | 60.8%  |        | 63.4%  |        | 66.1%  |
| Economically Disadvantaged |        | 50.5%  |        | 53.8%  |        | 57.1%  |
| Students with Disabilities |        | 29.2%  |        | 33.9%  |        | 38.6%  |
| Hispanic or Latino         |        | 44.7%  |        | 48.4%  |        | 52.0%  |
| English Language Learners  |        | 22.4%  |        | 27.6%  |        | 32.8%  |

**Table 2 – Are Students Meeting or Exceeding Academic Growth Targets?**

| Mathematics                | 2019             | 2020             | 2021             |
|----------------------------|------------------|------------------|------------------|
|                            | % Meet or Exceed | % Meet or Exceed | % Meet or Exceed |
| All Students               | Baseline year    |                  |                  |
| Economically Disadvantaged | Baseline year    |                  |                  |
| Students with Disabilities | Baseline year    |                  |                  |

|                            |                         |                         |                         |
|----------------------------|-------------------------|-------------------------|-------------------------|
| Hispanic or Latino         | Baseline year           |                         |                         |
| English Language Learners  | Baseline year           |                         |                         |
| English Language Arts      | <b>2019</b>             | <b>2020</b>             | <b>2021</b>             |
|                            | <b>% Meet or Exceed</b> | <b>% Meet or Exceed</b> | <b>% Meet or Exceed</b> |
| All Students               | Baseline year           |                         |                         |
| Economically Disadvantaged | Baseline year           |                         |                         |
| Students with Disabilities | Baseline year           |                         |                         |
| Hispanic or Latino         | Baseline year           |                         |                         |
| English Language Learners  | Baseline year           |                         |                         |

- Access, summarize and report on Satisfaction and Engagement surveys for parents, staff and students for all sub grantee “Communities of Excellence” schools and make appropriate comparisons to state and local surveys.
- For “Communities of Excellence” schools serving high school grades and alternative schools provide SAT scores, graduation rates (4<sup>th</sup> and 5<sup>th</sup> year), and other relevant achievement data with appropriate comparisons to state and local averages.
- Work with Bluum to identify other available public sources or data and information (e.g. attendance, behavior, etc.) on school quality and performance and incorporate it as appropriate.
- Phone/in-person interviews with teachers, principals, and/or other key staff members at sub grantee schools.
- Analyze and report how sub grantee schools utilize and spend their CSP grant dollars in support of their school programs.
- Generate an annual evaluation report in writing that can be shared in hard copy and on line.

This review will be guided by the following questions:

- How are sub grantee schools using their funds for school-site implementation?
- To what extent are sub grantee schools creating high-quality seats for new students, as measured by school performance?
- How do students and parents perceive the quality of their school vis-a-vis their prior school experience?
- What are school and staff perceptions of the successes, improvements and challenges at sub grantee schools?

If Contractor must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in proposals must be all-

inclusive to include any outsourced or contracted work. Any proposals which call for outsourcing or contracting work must include a name and description of the organizations being contracted.

## II. Project Timeline

