

WAKE COUNTY PUBLIC SCHOOL SYSTEM

This contract (the "Contract") is made and entered into this 16th day of March 2016, between the Wake County Board of Education (the "School System"), 5625 Dillard Drive, Cary, NC 27518, and The New Teacher Project Inc. (TNTP) 186 Joralemon Street, Suite 300, Brooklyn New York 11201.

For and in consideration of the mutual promises set forth in the Contract the parties do mutually agree as follows:

1. **Obligations and Representations of Parties.** Provider hereby agrees to provide the following services to the School System: Provide a Common Core Quality Review per the specifications of RFQ #251-16-371 at designated times and sites as specifically requested and authorized by the School System. The work will be completed in a manner acceptable to the School System and in full compliance with the terms and conditions of this Contract, including any documents incorporated by reference. All agents or employees of Provider who will provide services under this Agreement will be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided, and shall exercise the skill and care customarily exercised by duly licensed and qualified providers of the same or similar services. The parties acknowledge that the Wake County Board of Education has authorized the Superintendent or his designee to enter into service contracts involving expenditures of up to \$100,000. The parties further acknowledge that the School System may perform all or part of its obligations pursuant to this Contract through the Superintendent or his designee.
2. **Compensation.** The School System hereby agrees to compensate Provider an amount not to exceed \$173,881 for services rendered in accordance with the terms of this Contract. Provider shall provide School System with invoice(s) itemized by service provided the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by School System. The School System shall process payments to Provider within forty-five (45) days of submission of such invoice(s).
 - 2.1. In the event of inclement weather, fire, power failure, or other similar occurrence, which may necessitate the cancellation of the delivery of the service(s), and an alternate date cannot be agreed upon, the School System will be under no obligation to compensate Provider for services not rendered.
3. **Contract Funding.** It is understood and agreed between Provider and the School System that the School System's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
4. **Term.** The services described in the Contract will be provided from March 16, 2016 through July 31, 2016, unless sooner terminated as herein provided.
5. **Termination for Convenience.** The School System may terminate this Contract at any time at its complete discretion upon ten (10) calendar days' notice in writing from the School System to Provider prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Provider pursuant to this Contract shall, at the request of the School System be turned over to it and become its property. If the Contract is terminated by the School System in accordance with this section, the School System will provide a prorated payment for all services performed as of the date of termination.
6. **Insurance.** Provider agrees to maintain \$1,000,000 in general and or professional liability, \$1,000,000 in automobile liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount, for all employees participating in the provision of services under this Contract. The Wake County Board of Education shall be named by endorsement as an additional insured on the General Liability policy. Certificates of such insurance shall be furnished by Provider to the School System and shall contain an endorsement to provide the School System at least 10 days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be

grounds for immediate termination of this Contract.

7. **Taxes.** Provider shall pay all federal, state and FICA taxes for all employees participating in the provision of services under this Contract.
8. **Monitoring and Auditing.** Provider shall cooperate with the School System, or with any other person or agency as directed by the School System, in monitoring, auditing, or investigating activities related to this Contract. Provider shall permit the School System to evaluate all activities conducted under this contract as dictated by the School System. Provider shall provide auditors retained by the School System with access to any records and files related to the provision of services under this Contract.
9. **Confidentiality of Student Information.** Provider agrees that all student records or personally identifiable information contained in student records that may be obtained in the course of providing services to the School System under this Contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations as well as the School System's policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider will maintain an access log delineating date, time, agency, and identity of individual accessing student records who is not in the direct employ of Provider. Provider shall not forward to any person other than parent or the School System any student record or personally identifiable information obtained from a student record (including, but not limited to, the student's identity) without the written consent of the School System. Upon termination of this Contract, Provider shall turn over to the School System all student records or personally identifiable information about students obtained by Provider while providing services under this Contract. Nothing in this Contract gives Provider any right to access any student records or personally identifiable information.
10. **Lunsford Act/Criminal Background Checks.** Provider acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. Provider shall provide certification that it has conducted sexual offender registry checks on each of its owners, employees, agents or subcontractors who will engage in any service on or delivery of goods to School System property or at a School System sponsored event (checks can be conducted at no cost at <http://www.nsopw.gov/>). The sex offender registry checks shall be conducted within 30 days of Provider's execution of the Contract and prior to performing any services on School System property. Provider shall not assign any individual to deliver goods or provide services on School System property or at a School System sponsored event if said individual appears on any of the listed registries.
11. **Indemnification.** Provider shall indemnify and hold harmless the School System and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever resulting from the omission or commission of any act, lawful or unlawful, by Provider or its agents and/or employees, including but not limited to court costs and attorney's fees, incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.
12. **Relationship of Parties.** Provider shall be an independent contractor of the School System, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Provider be construed as an employee, agent, or principal of the School System. Provider shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the School System.
13. **Applicable Laws.** Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract.

Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract. North Carolina law will govern the interpretation and construction of the Contract. Provider shall comply with the Affordable Care Act and accompanying IRS and Treasury Department regulations.

14. Applicable Wake County Board of Education Policies. Provider acknowledges that the Wake County Board of Education has adopted policies governing conduct on School System property and agrees to abide by any and all relevant WCPSS policies while on School System property. The Provider acknowledges that it has received copies of and will abide by the following Wake County Board of Education policies:
- Policy 2302: Weapons Prohibited on School Property
 - Policy 2305: Code of Ethics and Standard of Conduct
 - Policy 2306: Drug and Alcohol Testing of Commercial Motor Vehicle Operators
 - Policy 2308: Tobacco-Free Environment
 - Policy 2321: Conduct of Employees Toward Students
 - Policy 3012: Prohibited Conduct on School Property and at School Events
15. Entire Agreement. This Contract may be amended only by written amendments duly executed by and between the School System and Provider. This Contract, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Contract supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this contract. To the extent there may be any conflict between the four corners of this Contract and other documents incorporated by reference herein, the terms of this Contract will control. If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.
16. Counterparts and Execution. This Contract may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Contract will have the same validity and force as an "original."
17. Authority to Enter Contract. The person(s) executing this Contract on behalf of Provider have authority to do so as an official, binding act of Provider.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first indicated above.

**WAKE COUNTY
BOARD OF EDUCATION**

PROVIDER

Tom Benton, Board Chair Date

President/Vice President Date

02.6110.801.311.0109.0825.000
Budget Code



WAKE COUNTY PUBLIC SCHOOL SYSTEM
1551 ROCK QUARRY ROAD
RALEIGH, NC 27610-4145

PURCHASE ORDER

184422

Page 1 of 1

INVOICE
TO

WAKE COUNTY PUBLIC SCHOOL SYSTEM
ACCOUNTING DEPARTMENT
110 CORNING ROAD
CARY, NC 27518

PAYMENT TERMS
Net 30

PO REVISION
0

CORRECT PURCHASE ORDER AND STOCK NUMBERS MUST APPEAR ON ALL PACKAGES, INVOICES, SHIPPING PAPERS AND CORRESPONDENCE. PACKING SLIPS MUST ACCOMPANY ALL SHIPMENTS. CONDITIONS AND BILLING INSTRUCTIONS ON REVERSE.

TO

THE NEW TEACHER PROJECT INC
186 JORALEMON STREET
SUITE 300
BROOKLYN, NY 11201

SHIP
TO

Academics
Crossroads I, 5625 Dillard Drive
Cary, NC 27518

DATE	FOB	FREIGHT TERMS	FOR QUESTIONS REGARDING THIS ORDER CONTACT
09-MAR-16	Destination	Prepaid	Geller, Bennett, bgeller@wcpss.net 919-694-8722

WCPSS Deliver To Only: Aldridge, Ms. Hollie

Academics (CATHY MOORE)

LINE	WCPSS ITEM NO	WCPSS ACCOUNT CODE ITEM DESCRIPTION	QTY	UOM	UNIT PRICE	AMOUNT
1		02.6110.801.311.0109.0825.000 COMMON CORE QUALITY REVIEW CONTRACT SERVICES RFQ # 251-16-371	173881	Dollar	1.00	173,881.00
Net Total:						173,881.00

PRE-AUDIT CERTIFICATE

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER
REQUIRED BY THE SCHOOL BUDGET AND FISCAL CONTROL ACT.

Mark H. Horton
FINANCE OFFICER

* WAKE COUNTY PUBLIC SCHOOL SYSTEM *
* IS NOT TAX EXEMPT. PLEASE ASSESS 6.75% NC *
* SALES TAX WHEN INVOICING. *

B. J. O.
SENIOR DIRECTOR OF PURCHASING

VENDOR COPY

PURCHASE ORDER TERMS AND CONDITIONS

1. **ACCEPTANCE** – Acceptance of this order includes acceptance of all terms, conditions, prices, delivery instructions and specifications as shown on this order or attached to and made a part of this order. By accepting this purchase order, the vendor grants to the purchaser the right to audit vendor's books and records and to make any copies and extracts of any books or records related to the performance of this contract.
2. **PRICES** – Invoices cannot exceed the net total of this order with the exception of sales tax. Sales tax must be invoiced by the vendor. Sales tax is applicable on all orders and the vendor is required to collect and remit to the N.C. Department of Revenue.
3. **PRICE INCREASES** – All requests for price increases or additional shipping charges must be approved by the Purchasing Department prior to shipment. Send request to Purchasing Department, Wake County Public School System, 1551 Rock Quarry Road, Raleigh, N.C. 27610-4145, or Phone (919) 588-3444, or Fax (919) 856-8107.
4. **DELIVERY** – Each shipment must be plainly labeled with the Purchase Order Number and delivered to the address and marked to the attention of the individual or department indicated on the face of this order. A complete packing list must accompany each shipment with any cancellation/back orders indicated.
5. **REJECTED MATERIALS** – Substitute items which are rejected will be returned to the vendor at the vendor's risk and expense.
6. **INVOICES** - Mail or deliver all invoices to Accounting Department, Wake County Public School System, 110 Coming Rd, Cary, N.C. 27518. Phone (919) 694-0316. Invoices must show our Purchase Order Number. Invoices will not be paid prior to receipt of items ordered. Adequate and reasonable descriptions and/or written documentation are required for all invoices. All invoices must be in U.S. Dollars.
7. **CANCELLATION** - Wake County Public School System reserves the right to cancel this order in whole or in part at any time by written or telephone notice effective upon receipt by vendor. Any item on this order not received within 61 days from the date of the order, will automatically be cancelled.
8. **ASSIGNMENT** - This Purchase Order may not be assigned by the vendor in whole or in part without prior approval from Wake County Public School System's Purchasing Department.
9. **FREIGHT** - Freight charges and cash discounts are indicated on the face of this Purchase Order.
10. **LEGAL** - It is agreed that the goods, materials, equipment or services rendered shall comply with all Federal, State or Local laws relative thereto. Also, the vendor shall defend actions or claims brought and save harmless Wake County Public School System or its officials or employees from loss, cost, or damage by reason of actual or alleged violation.
11. **COMPLIANCE WITH E-VERIFY** - Provider shall comply with all applicable laws and regulations in providing services under this contract. In particular, Provider shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract.
12. **COMPLIANCE WITH AFFORDABLE CARE ACT** - Provider is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.

Vendor is specifically reminded that state law and board policy prohibit vendors from giving gifts or favors to school system employees in any way involved in the contracting process.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/9/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA, LIC #0726293 505 N Brand Blvd, Suite 600 Glendale CA 91203	CONTACT NAME: Michelle Gonzalez PHONE (A/C No, Ext): 818-539-2300 FAX (A/C No): 818-539-2301 E-MAIL ADDRESS: michelle_gonzalez@ajg.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Utica Mutual Insurance Company</td> <td>25976</td> </tr> <tr> <td>INSURER B: Merchants Mutual Insurance Company</td> <td>23329</td> </tr> <tr> <td>INSURER C: Executive Risk Indemnity Inc</td> <td>35181</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Utica Mutual Insurance Company	25976	INSURER B: Merchants Mutual Insurance Company	23329	INSURER C: Executive Risk Indemnity Inc	35181	INSURER D:		INSURER E:		INSURER F:
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INSURED THE NEWT-01 The New Teacher Project, Inc. 186 Joralemon Street, Suite 300 Brooklyn, NY 11201														

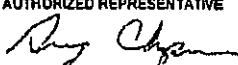
COVERAGES **CERTIFICATE NUMBER: 806535424** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDSUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	2918836	9/30/2015	9/30/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 Abuse Liability \$1mm/\$3mm
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		2918836	9/30/2015	9/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		CUP0001645	9/30/2015	9/30/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	2918832	9/30/2015	9/30/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability		82107904	9/30/2015	9/30/2016	Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Wake County Board of Education is named additional insured with respect to the operations of the named insured. Workers Compensation coverage excluded, evidence only.

CERTIFICATE HOLDER The Wake County Board of Education 5625 Dillard Drive Cary NC 27518	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. INCIDENTAL MALPRACTICE

- a. The definition of "bodily injury" in **SECTION V - DEFINITIONS** is amended to include injury arising out of rendering or failing to render medical or paramedical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services.
- b. Paragraph 2.a.(1)(d) of **SECTION II - WHO IS AN INSURED** does not apply to nurses, emergency medical technicians or paramedics described in paragraph a. above.
- c. Part (1) of the **Employers Liability** exclusion under Paragraph 2. **Exclusions**, of **SECTION - I COVERAGE A** does not apply to injury to the emotions or reputation of a person arising out of such services.

This Incidental Malpractice Coverage does not apply if you are engaged in the business or profession of providing services described in paragraph a. above.

2. EXTENDED PROPERTY DAMAGE

Under Paragraph 2. **Exclusions of SECTION - I COVERAGE A**, the **Expected Or Intended Injury** exclusion is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

3. NONOWNED AIRCRAFT AND WATERCRAFT

Under Paragraph 2. **Exclusions of SECTION - I COVERAGE A**, the **Aircraft, Auto or Watercraft** is replaced by the following:

Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) An aircraft that is:
 - (a) Hired, chartered or loaned to an insured with a paid crew; and
 - (b) Not owned by an insured;
- (2) A watercraft while ashore on premises you own or rent;
- (3) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;

Exceptions (1) and (3) to this exclusion g. do not apply, and exclusion g. is fully applicable, to any aircraft or watercraft to which any other insurance covering "bodily injury" or "property damage" is available to the insured. This is so whether the other insurance applies on a primary, excess, contingent or any other basis.

- (4) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (5) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (6) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

4. PROPERTY DAMAGE LIABILITY - ELEVATORS, BORROWED EQUIPMENT and LIMITED COVERAGE FOR DAMAGE TO PERSONAL PROPERTY IN YOUR CARE, CUSTODY OR CONTROL

- a. Under Paragraph 2. Exclusions of SECTION - I COVERAGE A, part (4) of the Damage To Property exclusion applies as follows:
 - (1) This exclusion always applies to "property damage" to property of others which occurs at premises you own, rent or control.
 - (2) With respect to "property damage" to personal property of others which occurs away from premises you own, rent or control, this exclusion will apply only when the "property damage" is:
 - (a) To property which you have contracted to install;
 - (b) The direct result of the property being raised, lowered or otherwise moved by a crane;
 - (c) To "mobile equipment" or an "auto";
 - (d) To that particular part of property which you are attempting to service or repair; or
 - (e) Covered by other insurance which will pay for the "property damage."
 - (3) This exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.
- b. Parts (3), (4) and (6) of the Damage To Property exclusion do not apply to the use of elevators.
- c. The insurance afforded by this section is excess over any valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis, and the OTHER INSURANCE condition is deemed changed accordingly.

5. CONTRACTUAL PERSONAL AND ADVERTISING INJURY

Under Paragraph 2. Exclusions of SECTION - I COVERAGE B, the Contractual Liability exclusion is deleted. However, the coverage provided by this section will not apply if COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY is excluded by any of the exclusions or other provisions of the Coverage Form or by any endorsement.

6. FIRE, LIGHTNING OR EXPLOSION DAMAGE

- a. The last paragraph of SECTION I - COVERAGE A (after the exclusions) is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in SECTION III - LIMITS OF INSURANCE.

- b. Paragraph 6. of Section III - Limits Of Insurance is replaced by the following:

- 6. Subject to 5. above, the greater of:
 - (1) \$500,000; or
 - (2) The Damage To Premises Rented To You Limit shown in the Declarations;

is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you, or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You Limit applies to all loss or damage caused by or resulting from fire, lightning, or explosion; or any combination of these causes

- c. Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, OTHER INSURANCE, the Excess Insurance provision pertaining to fire insurance for premises rented to you or temporarily occupied by you with permission of the owner is replaced by the following:

That is Fire and Extended Coverage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

7. SUPPLEMENTARY PAYMENTS

Under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

- a. The most we will pay for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies is increased by \$2,250.
- b. The most we will pay for actual loss of earnings because of time off from work is increased by \$250.

8. BROADENED COVERAGE - EMPLOYEES/ VOLUNTEERS

The following replaces paragraph 2.a. under SECTION II - WHO IS AN INSURED:

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these:

(1) "Employees" is an insured for:

(a) "Personal and advertising injury":

- (i) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (ii) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a)(i) above;

- (iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a)(i) or (ii) above; or

- (iv) Arising out of his or her providing or failing to provide professional health care services. However, if you have "employees" who are pharmacists in your retail druggist or drugstore operation, they are insured with respect to their providing or failing to provide professional health care services.

(b) "Property damage" to property:

- (i) Owned, occupied or used by,

- (ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

(2) "Volunteer workers" is an insured for:

(a) "Bodily injury" or "personal and advertising injury":

- (i) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (ii) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (2)(a)(i) above;

(iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (2)(a)(i) or (ii) above; or

(iv) Arising out of his or her providing or failing to provide professional health care services.

(b) "Property damage" to property:

(i) Owned, occupied or used by,

(ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

9. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Paragraph 3. under SECTION II - WHO IS AN INSURED, is replaced by the following:

3. Any organization you newly acquire or form; other than a partnership, joint venture or limited liability company; and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed; before you acquired or formed the organization.

10. SUBSIDIARIES

The following is added under SECTION II - WHO IS AN INSURED:

a. Any organization, not shown in the Declarations as a Named Insured, which is a legally incorporated entity, if you own more than 50% of the outstanding securities representing the present right to vote for the election of its directors; or

b. Any organization, not shown in the Declarations as a Named Insured, which is a legally incorporated entity, if more than 50% of the outstanding securities representing the present right to vote for the election of its directors is owned by an organization described in paragraph 10.a. above; is also an insured.

The insurance afforded under paragraphs 10.a. and 10.b. applies only if no other insurance of any kind is available to such entity for this kind of liability.

11. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT - INCLUDING LESSOR OF LEASED EQUIPMENT, OWNER OF LEASED LAND, MANAGERS OR LESSORS OF PREMISES, ENGINEERS, ARCHITECTS AND SURVEYORS AND VENDORS

The following is added to SECTION II - WHO IS AN INSURED:

a. **Additional Insureds - By Contract, Agreement or Permit**

(1) Any person or organization with whom you have entered into a written contract, agreement or permit requiring you to provide insurance such as, is afforded by this Commercial General Liability Coverage Form will be an additional insured, but only:

(a) To the extent that such additional insured is held liable for acts or omissions committed by you or your subcontractors during the performance of your ongoing operations for the additional insured.

(b) With respect to property owned or used by, or rented or leased to, you.

The insurance afforded any additional insured under this paragraph 11.a.(1) will be subject to all applicable exclusions or limitations described in paragraphs 11.b.(1), (2), (3) and (4) and in 11.c.(1), (2), (3), (4), (5) and (6) below.

(2) Such insurance as is provided by paragraph 11.a.(1) for any additional insured will be primary, if so required by the written contract, agreement or permit. Any other insurance available to such person or organization shall be excess over this insurance.

(3) A person's or organization's status as an additional insured in connection with a written contract, agreement or permit under paragraphs 11.a.(1), (2) and (3) ends when your operations for that additional insured are completed or the written contract, agreement or permit is terminated or expires.

b. Additional Exclusions or Limitations

(1) Lessor of Leased Equipment

If an equipment lessor is an additional insured as a result of the provisions of paragraphs 11.a.(1), (2) and (3) above, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such additional insured.

(2) Owner of Leased Land

If an owner or other interest from whom land has been leased is an additional insured as a result of the provisions of paragraphs 11.a.(1), (2) and (3) above, the following additional exclusions apply:

This insurance does not apply to:

- (a) Any "occurrence" that takes place after you cease to lease that land; or
- (b) Structural alterations, new construction or demolition operations performed by or for the owner or other interest from whom the land was leased.

(3) Managers or Lessors of Premises

If a manager or lessor of premises you rent or lease is an additional insured as a result of the provisions of paragraphs 11.a.(1), (2) and (3) above, the following additional exclusions apply:

This insurance does not apply to:

- (a) Any "occurrence" that takes place after you cease to be a tenant in those premises; or
- (b) Structural alterations, new construction or demolition operations performed by or for the manager or lessor of those premises.

(4) Engineers, Architects or Surveyors

If an engineer, architect or surveyor is an additional insured as a result of the provisions of paragraphs 11.a.(1), (2) and (3) above, the following additional exclusions apply:

This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of the rendering or failing to render any professional services by or for you, including:

- (a) The preparing, approving, or failing to approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of injury.

(5) Vendors of "Your Products"

If a vendor of "your products" is an additional insured under this Coverage Part, such insurance as is provided to the additional insured applies only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and subject to the following additional exclusions:

(a) This insurance afforded the vendor does not apply to:

- (i) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability that the vendor would have in the absence of the contract or agreement;
- (ii) Any express warranty unauthorized by you;
- (iii) Any physical or chemical change in the product made intentionally by the vendor;
- (iv) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (v) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (vi) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product; or
 - (vii) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- (b) This insurance afforded the vendor does not apply to any person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.

No insurance will be provided under this Vendors coverage if "bodily injury" or "property damage" under the "products-completed operations hazard" is excluded by any of the exclusions or other provisions of this Coverage Form or by any endorsement.

- c. Such insurance as is afforded for any additional Insured under paragraph 11.a. or b. above is subject to all applicable exclusions of 2. Exclusions, **COVERAGE A (Section I)**, other than exclusion b. **Contractual Liability**, to all exclusions or limitations stated with the coverage language, and to the following additional exclusions:

This insurance does not apply to:

- (1) The independent acts or omissions of such additional insured.
- (2) Any liability arising from injury or damage in connection with a contract or agreement executed or permit issued subsequent to:
 - (a) The occurrence of any "bodily injury" or "property damage"; or
 - (b) The commission of any offense which caused "personal and advertising injury."

- (3) Construction or demolition activities within 50 feet of any railroad property and affecting any railroad bridge or trestle, track, road-bed, tunnel, underpass or crossing.
- (4) Any liability arising from injury or damage in connection with a permit issued by a state or political subdivision if the liability is from operations performed for the state or political subdivision.
- (5) Any liability from "bodily injury" or "property damage" arising out of "your work" which is included in the "products-completed operations hazard."
This additional exclusion 11.c.(5) does not apply with respect to such Vendors coverage as is provided under 11.b.(5) above.
- (6) Any person or organization included as an insured under any other provision of Section II - **Who Is An Insured** or included as an additional insured by any endorsement to this policy.

12. INSURED - NONOWNED WATERCRAFT

The following is added to **SECTION II - WHO IS AN INSURED**:

With respect to any watercraft you do not own that is:

- a. Less than 51 feet long; and
- b. Not being used to carry persons or property for a charge;

any person who uses or is responsible for the use of such watercraft, with your express or implied consent, is an insured.

Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation or use of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- (1) "Bodily injury" to a co-"employee" of the person operating or using the watercraft; or
- (2) "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

13. MEDICAL PAYMENTS

Paragraph 7. of **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

7. Subject to 5. above, the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expense Limit which is the greater of.
 - a. \$15,000; or
 - b. The Medical Expense Limit shown in the Declarations.

14. PRIORITY CONDITION

The following paragraph is added to **SECTION III - LIMITS OF INSURANCE**:

8. In the event a claim or "suit" is brought against more than one insured, due to "bodily injury" or "property damage" from the same "occurrence", or "personal and advertising injury" from the same offense, the Limits of Insurance will apply in the following order:
 - a. You;
 - b. Your "executive officers", directors, stockholders or "employees", and
 - c. Any other insureds in any order that we choose.

15. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **SECTION IV - COMMERCIAL LIABILITY CONDITIONS, DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT** is replaced by the following:

Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This paragraph a. applies only if one of the following knows of the "occurrence" or offense:

- (1) You;
- (2) A partner or member, if you are a partnership or joint venture;

- (3) A member or manager, if you are a limited liability company; or

- (4) An "executive officer" or insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and

- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

This paragraph b. will be considered to have been violated only if the violation occurs after the claim or "suit" is known to:

- (1) You;
- (2) A partner or member, if you are a partnership or joint venture;
- (3) A member or manager, if you are a limited liability company; or
- (4) An "executive officer" or insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;

- (3) Cooperate with us in the investigation, or settlement of the claim or defense against the "suit"; and

- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

16. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following replaces **Transfer Of Rights Of Recovery Against Others To Us**:

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

We waive any right of recovery we may have under such a transfer of rights against any person or organization holding a waiver under a written contract with the insured if such contract was executed prior to the loss which generated such right of recovery.

17. NOTICE TO COMPANY

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Notice To Company

If the insured reports an "occurrence" or offense to its Workers Compensation insurer and such "occurrence" or offense later becomes a claim under this Coverage Part, failure to report such "occurrence" or offense to us at the time of the "occurrence" or offense will not be considered a violation of the **Duties In the Event of Occurrence, Offense, Claim or Suit Condition**, only if:

- a. Such failure or omission is not intentional; and
- b. You notify us as soon as practicable when you become aware that the "occurrence" or offense has become a liability claim.

18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Unintentional Failure To Disclose Hazards

Failure of the insured to disclose all hazards existing as of the inception date of the policy shall not prejudice the rights of the insured as respects the insurance afforded by this policy if such failure or omission is not intentional.

19. COVERAGE TERRITORY

Under the **Definitions Section**, "coverage territory" is replaced by the following:

"Coverage territory" means:

- a. The United State of America (including its territories and possessions), Puerto Rico and Canada;

- b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or

- c. All other parts of the world if:

- 1) The injury or damage arises out of:
 - a) Goods or products made or sold by you in the territory described in a. above;
 - b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - c) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication; and
- 2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in:
 - a) The territory described in a. above;
 - b) The Commonwealth of the Bahamas, Bermuda, Cayman Islands, and British Virgin Islands; or in a settlement we agree to.

20. BODILY INJURY DEFINITION

Under the **Definitions Section**, "bodily injury" is replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; or
- b. Shock, mental anguish or mental injury, including death resulting therefrom, to a person who sustained bodily injury, sickness or disease, provided the shock, mental anguish or mental injury is a consequence of the bodily injury, sickness or disease.

21. PERSONAL AND ADVERTISING INJURY LIABILITY EXTENSION

Under the **Definitions Section**, "personal and advertising injury" is replaced by the following:

"Personal and advertising injury" means injury including mental anguish, shock or humiliation other than "bodily injury" arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;
2. Malicious prosecution or abuse of process;
3. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;
4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

5. Oral or written publication, in any manner, of material that violates a person's right of privacy;
6. The use of another's advertising idea in your "advertisement";
7. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
8. Discrimination.

As used in this form, discrimination means the act of differentiation based on age, race, color, sex, religion, national origin, physical handicap or sexual preference which violates any applicable federal, state or local statute which pertains to discrimination.

But discrimination does not include acts of differentiation that cause injury to:

- a. A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
 - b. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in paragraphs (1), (2) or (3) above as directed.
- Paragraphs a. and b. above apply:
- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
 - (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

22. IMPAIRED PROPERTY

- a. Under the Definitions Section, the definition of "impaired property" does not apply.
- b. Exclusions m. and n. under SECTION I - COVERAGE A are replaced by the following:

m. Loss Of Use Of Tangible Property

Loss of use of tangible property which has not been physically injured or destroyed, resulting from:

- (1) A delay in or lack of performance by you or anyone on your behalf of any contract or agreement; or
- (2) The failure of "your product" or "your work" to meet the level of performance, quality, fitness or durability warranted or represented by or on your behalf.

This exclusion does not apply to loss of use of other tangible property resulting from the sudden or accidental physical injury to or destruction of:

- (1) "Your product"; or
 - (2) "Your work";
- after such product or work has been put to its intended use.

n. Recall Of Products, Work Or Other Property

Damage claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) Any property of which "your product" or "your work" forms a part;

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

23. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

Proposal to the Wake County Public School System

February 2016



Responses for RFQ # 251-16-371

Introduction

The Common Core State Standards (CCSS) significantly increase expectations for students and teachers. School districts need to ensure teachers are shifting their instruction to meet the new expectations and they need to support teachers with aligned curricula, assessments, teacher evaluation systems and professional development offerings. But it's difficult to gauge whether real shifts are taking place. Too often, progress is measured by amount of activity—the adoption of new resources or the completion of trainings—rather than by the impact on teaching and learning. Districts and states need to understand how Common Core is playing out in the classroom to truly understand what's working, what's not, and where to improve.

Implementing Common Core is challenging work with great potential. The CCSS are not just a new set of standards; they represent a potentially transformational academic initiative for millions of students across this country. The CCSS raise expectations for what students are expected to learn and require educators to change not only *what* they teach but *how* they teach. To realize success with the new standards at scale, districts need to align their work in academics and talent such that all elements of their system are working toward a shared goal: ensuring teachers can effectively deliver Common Core and prepare students for college and career.

When managing the district-wide transition called for by the new standards, it is difficult to collect and manage data about whether instruction is changing. That makes it challenging to evaluate which of your Common Core initiatives are having the desired effect in classrooms. Districts need classroom-level data at their fingertips in order to maximize resources and improve results in schools.

We help states, districts and other partners understand how their Common Core strategy is working at the classroom level and what they can do to improve results for students. Our Common Core Quality Review goes far beyond a survey of new resources and trainings: We collect data on every element of instructional practice, observing classrooms, reviewing student work and interviewing school and district staff alike.

TNTP proposes partnering with the Wake County Public School System to conduct a Common Core Quality Review (CCQR).

Provide an overview of your methodology for diagnostic for implementation of the Common Core Standards:

The proposed CCQR in Wake County Public School System (WCPSS) will go far beyond a survey of new resources and trainings. We will collect data on every element of instructional practice: observing classrooms, reviewing student work and interviewing school and district staff. Our review will be organized to answer one core question: *To what extent are current practices at the classroom, school and district levels supporting or hindering efforts to ensure rigorous, standards-aligned instruction for all students?*

We will tailor our three-part review to meet the unique needs of WCPSS. We will work with the district to identify the big priorities and questions the district most wants to answer. Then, we will collect and analyze meaningful information to answer those questions. Finally, we will share our findings and custom recommendations with the district.

Based on the needs of WCPSS, we will find answers to critical questions, such as:

- Are teachers and leaders aligning their instructional practice to the expectations of the Common Core?
- Do teachers have access to and fully use high-quality, aligned curriculum materials?
- Are teachers meaningfully assessing students' progress against the expectations of the standards?
- Do school and district policies and practices support teachers in aligning practice to the expectations of the Common Core?

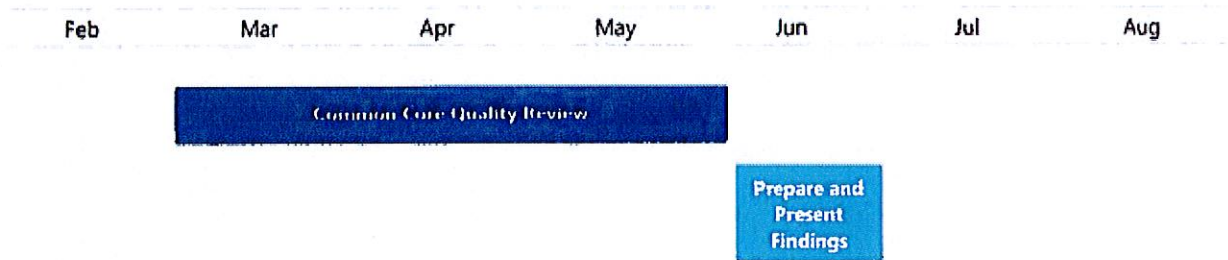
We propose conducting a Common Core Quality Review at 20 schools that represent the diversity of the district. Our data collection tools and processes will include a mix of WCPSS-specific tools and nationally-vetted tools to assess alignment. Specifically, we will collect data from the following sources:

- **Classroom observations:** At each school, we will observe 8-16 total classrooms across ELA, mathematics, science and social studies. In each classroom we will collect data on instructional practice using content-specific Instructional Practice Guides, based on tools created by Student Achievement Partners, whose staff include authors of the standards;
- **Analysis of student tasks:** From each classroom we visit, we will collect a recently completed assignment and five students' responses. We will analyze the alignment of the tasks and student performance using elements of the EQiLP rubric for student work, a tool designed by education leaders from Massachusetts, New York and Rhode Island and used broadly in many states' Common Core implementation efforts;
- **Principal interviews:** We will conduct interviews of key instructional leaders at each school, using a WCPSS-specific protocol that will offer insight into leaders' understanding of the expectations of the standards and their implementation efforts;
- **Teacher focus groups:** We will conduct teacher focus groups at each school using a WCPSS-specific protocol that will offer insight into teachers' understanding of the expectations of the standards and perceptions of key WCPSS and school initiatives.

TNTP brings a team of instructional experts to conduct school-based reviewers, all of whom are trained and normed on observations and materials review. All of our instructional diagnostics are centrally managed to ensure data quality and we deploy lead reviewers to manage data quality on the ground and staff a dedicated analyst to ensure accuracy.

In addition to the school-based data, we will interview key district leaders over curriculum, instruction, and school management to better understand the district context, priorities and initiatives. These interviews will include customized questions to understand the whys and how's behind current practices so that TNTP can gather insight into the similarities and differences between central office and school level perceptions of key academic initiatives and offer responsive and realistic recommendations for improvement.

Proposed Timeline



Potential Deliverables

TNTP will provide the following deliverables for the Common Core Quality Review:

- Executive summary of the state of Common Core implementation in the district, including key strengths, gaps, and opportunities for improvement;
- A comprehensive report outlining the findings of classroom observations, student work, teacher focus groups, staff interviews and CMAPP review, to include:

- Aggregate teacher scores on a content-specific Common Core aligned Instructional Practice Guides used nationally by TNTP
- Aggregate student work scores, for both alignment and student performance, on a student work protocol (EQUIP)
- Student work artifacts to illustrate key findings
- Teacher voice on the standards, curriculum, district support and school realities
- Prioritized recommendations for addressing key gaps and opportunities

Assess the quality, alignment, and implementation of district provided curriculum materials:

Recent research suggests the quality of instructional materials used in classrooms can have a large impact on student learning, and yet, creation and execution of an effective curriculum strategy—ensuring the right materials end up well used by teachers and students—can be an incredibly complex process.¹ WCPSS recognizes the importance of providing teachers with access to strong materials and has made a considerable investment of time, money and people in the development of the Wake County Curriculum Management Application (CMAPP). Once again drawing on nationally recognized tools, including the Instructional Materials Evaluation Tool (IMET) developed by CCSSO and Student Achievement Partners, TNTP will review samples of the CMAPP at key grade levels to assess strengths and potential gaps against the criteria for Common Core alignment. We will also use CCQR field diligence (outlined above) to assess to what extent and to what outcomes CMAPP is currently influencing classroom practice. The CCQR will also uncover what non-CMAPP programs and initiatives influence classroom practice and how the various initiatives interact.

In addition to a written report on the findings from the curriculum audit, these findings will be integrated into the diagnostic reports described above and will influence key findings and recommendations made to the district.

Vendor Qualifications

Provide a detailed explanation of how your firm determines implementation of Common Core State Standards?

To determine the current state of Common Core implementation, our diagnostic examines the extent to which the standards are taking hold with the district. To do so, we examine implementation at the classroom, school, and district levels using nationally vetted tools to assess standards alignment. Our CCQR allows district leaders to examine practice at each level through multiple lenses:

- At the classroom level: Lesson observations, samples of student work;
- At the school level: Teacher focus groups, school leader interviews; and
- At the district level: District leader interviews, alignment audit for a sample of curricular materials.
-

¹ Chingos, M. M. (2012). *Choosing Blindly: Instructional Materials, Teacher Effectiveness, and the Common Core*. Washington, D.C.: Brown Center on Education Policy at Brookings.

More details on the lesson observations, student work analysis and curriculum audit are included below:

- **Lesson Observations:** We use content-specific data collection tools to collect detailed data on classroom practice and its alignment to the standards. In literacy, we assess all domains of literacy reflected in the standards: reading foundations, reading, writing, speaking and listening, and language, and assess how literacy programming integrates those domains in service of learning and communication. In math, we look at whether instruction reflects the shifts required by the standards: focus, coherence, and rigor, what type of mathematical reasoning is expected of students through the Standards for Mathematical Practice, how students use discourse to build mathematical understanding, and whether instructional practices ensure all students master grade level content.
- **Student Work:** We collect samples of student work from every classroom observation and assess the alignment of the task to the standards using a nationally vetted tool. We also analyze how well students performed against the expectations of the task and the expectations of the standards.
- **Curriculum audit:** The audit uses nationally vetted tools to assess the alignment of ELA and mathematics curriculum materials to the letter and intent of the CCSS. We identify strengths and gaps in the materials and help districts identify the highest leverage actions related to curriculum creation, adoption and implementation in order to accelerate overall alignment of instructional practice to the expectations of the new standards.

We analyze the data collected at each level of the system to identify trends and share key findings and detailed data on the current state of CCSS implementation. Based on the key findings identified, a team of experts makes prioritized recommendations as to how the district can accelerate progress.

What experiences have you had conducting these diagnostics? Have you performed these diagnostics in districts with over 100,000 students?

Since winter 2013, TNTP has conducted instructional diagnostics in districts across the country, including several districts serving more than 100,000 students in over 150 schools.

Over the last two years, TNTP has built one of the largest, most robust sets of data on the implementation of the Common Core State Standards (CCSS). Through our partnerships with 12 districts, CMOs, networks, and states, we have collected data from over 110 schools, observing 1,400 classrooms and analyzing over 5,200 student work samples.

Case Study

District X (a large, urban district) engaged TNTP to assess whether they were ready for the Common Core. The district had pockets of achievement, a willingness to embrace smart reform, and was enthusiastic about the Common Core. In fact, it had already taken concrete measures to implement it, and believed that the steps they had taken were positioning their teachers to fully transition to the new standards during the 2014-15 school year. Just as importantly, the district leader has a strong academic background and was firmly behind the new standards.

We proposed supporting the district leadership in articulating and operationalizing a Common Core-aligned vision of effective teaching, aligning its observation tool to that vision and then analyzing the alignment of the district's human capital practices to the new vision. We framed our assessment on the premise that the Common Core cannot succeed in an instructional vacuum. Its success depends on high-functioning central offices, instructional leadership, smart staffing strategies, effective talent management, district and school-level culture, and shared notions of effective teaching and academic excellence.

Our goal was to provide District X with the best possible view of how Common Core was playing out, surface the gaps between the district's written plans and what was actually happening in hundreds of classrooms, and provide the district with a customized plan to close the implementation gap. We interviewed all levels of district staff, surveyed over 6,500 teachers in 180 schools, spent long days in school buildings, and analyzed current policy. We also

reviewed extant and new data to understand all perspectives, staffing and onboarding processes, collective bargaining agreements, evaluation materials, teacher recruitment and hiring practices, school assignment, retention, compensation schedules, instructional planning materials, student work, and other student achievement indicators.

This analysis was necessary, but only a starting point. To gain the truest picture of whether the district's plan was translating into demonstrably better teaching, we had to gain an intimate understanding of the kind of instruction happening in the classroom. We deployed a team of fifteen expert Common Core educators on full-day site visits to gauge whether teachers are making the instructional shifts required by the Common Core.

The conclusions and clear data we revealed to District X served as a call to action. We shared that even though they had undertaken several high-potential initiatives and were close to state averages in student outcomes, they still faced major challenges as they worked to ensure that excellent instruction was present in *every* classroom. Our findings included:

Low-Rigor Teaching and Learning: Of the 152 lessons TNTP observed, just 10 percent of literacy, 6 percent of math, and zero percent of science, social studies and technical subject lessons fully incorporated instructional practices that support students' mastery of the new standards, such as focusing lessons on high quality text or incorporating discussions of multiple solution methods. In an analysis of student work collected from the lessons we observed, just 26 percent of student assignments asked students to demonstrate understanding at the level of rigor required by the new standards.

Poor Instructional Materials: A mere eight percent of long-term plans collected during school visits met a high bar for rigor, and even long-term plans in the K-2 grade band, where full implementation of the standards went into effect this school year, were not consistently aligned. There were similar challenges with the assessments we reviewed: just 23 percent of math assessments included a range of items that balanced conceptual understanding, procedural skill and fluency, and real-world application, and only 3 percent of literacy assessments featured texts with the appropriate level of complexity for the grade, according to both quantitative measures and qualitative analysis of text complexity.

Inadequately Prepared Teachers: District-wide, just 44 percent of teachers agreed that educators at their school understand the shifts in practice they will need to make to implement the new standards, and only 35 percent of teachers agreed that the trainings they have received on the standards so far have helped them improve their instruction. Only 60 percent of teachers in the district agree that their colleagues at school share a common vision of what effective teaching looks like compared to 87 percent of top performing schools nationwide.

Gaps in the Quality of School-Level Support: Currently, only 58 percent of teachers agree professional development opportunities are well planned and facilitated, compared with 86 percent of teachers at top performing schools nationally. Only 52 percent of teachers report attending professional development with demonstrations of what effective teaching looks like in practice. At top performing schools nationwide, 82 percent of teachers attend such trainings.

Poor Teacher Hiring and School Staffing Practices: Our examination of hiring practices revealed poor practices were hampering schools' efforts to find, hire, and keep quality teachers right at the moment when the standards are putting new demands on teacher talent. These practices included late hiring where as many as 59 percent of principals indicated that, during the previous year, they did not fill all classroom teaching positions at their school until September or later. Principals also indicated that candidate quantity and quality were insufficient: Only 30 percent of principals at the highest-need schools were satisfied with the *quantity* of candidates they received compared to 62 percent principals at the lowest-need schools. Just 12 percent of the principals at the highest-need schools indicated that they were satisfied with the *quality* of teaching candidates compared to 62 percent at the lowest-need schools. Despite state law that requires that teacher performance be the primary factor during lay-offs, the district continued to make primarily seniority-based reductions in force. Finally, the district continued to use forced placement: 79 percent of principals said that in the last three years they have had a teacher placed on their campus that they were not able to interview.

Within a week of sharing our initial findings with the district leadership, the superintendent worked with TNTP to schedule meetings with region chiefs, academic directors, and HR staff to share the findings, and began to set priorities around improving school-level leadership skills such that principals are prepared to lead change in their schools.

Our assessment revealed that there is much more work to be done. But the conclusions and clear data also brought the work ahead into clear focus for the District. If they focus only on instruction and not the overall human capital strategy, they will not be able to hire, develop, and retain top talent. As we concluded the initial phase of the work, TNTP proposed the following to District X based on our findings:

- Assist the district in disseminating and operationalizing their new vision for excellent teaching under Common Core
- Help the district establish management practices for shared accountability at the cabinet and sub-cabinet levels and across departments through setting of shared Common Core goals
- Advise the district in developing necessary processes to monitor progress by developing data dashboards and establishing protocols for monitoring these goals
- Support the district in articulating a stakeholder engagement plan, including formulation of key messages, identification of ambassadors, and training for district leaders and ambassadors on delivering consistent and compelling messages, to ensure the district's vision is clear at the district, school and classroom levels
- Assist the district in orienting all stakeholders to a new vision, frameworks, and tools, providing turnkey, "train the trainer" materials at all levels—central office to classroom
- Equip cabinet and sub-cabinet level staff to recognize necessary shifts required by Common Core and deliver necessary trainings to develop their capacity to coach principals on these shifts
- Advise the district on aligning curricular materials and assessments to the new standards

As a result of our work, we believe District X will have a common vision of excellent teaching at all levels, an integrated strategy that aligns the vision, goals, and systems for accountability across departments, the necessary systems and processes for getting an accurate picture of progress toward these goals, a strategy for stakeholder buy-in, and the skills and knowledge within their leadership to understand the shifts necessary under Common Core and the ability to cultivate the skills necessary within their staff to make those shifts at the school level. More importantly, District X will know that they are building, developing and retaining a teaching force able to effectively deliver Common Core instruction.

What have been some of your findings in some of your past academic diagnostic work?

We have observed several trends in Common Core implementation across the six states in which we have conducted instructional diagnostics:

- Classroom practice remains relatively unchanged despite the hard work of teachers and leaders.
- There is a significant gap between teacher perceptions of Common Core implementation and observed classroom practice.
- Students do not have regular opportunities to work on tasks aligned to the expectations of the standards.
- District policies and resources do not consistently align to the expectations of the new standards.

In order to meet the demands of the new standards, what are key areas districts focus on?

While the work is complex and each district faces their own unique set of challenges and opportunities, meeting the demands of the new standards requires districts to:

- Equip the Superintendent and key district leaders to establish **central office accountability and cohesion** by setting clear expectations for effective instruction in light of the new standards, developing a cross-division strategy to integrate and improve talent and academics, positioning school administrators and their managers as instructional leaders, and establishing goals and owners for advancing the work.
- Invest heavily in **professional learning for stakeholders at all levels of the system**, including central staff responsible for planning and executing key elements of the district's overarching strategy, school-level administrators responsible for managing and supporting teachers toward improved instruction, and teachers responsible for leading aligned-instruction each day. Districts need to establish systems to closely monitor and track professional learning outcomes to ensure that stakeholders at every level of the system get the feedback required for improvement.
- Equip educators with **rigorous and aligned curriculum and assessments** that serve as the foundation for effective instruction each day.
- Revise **talent acquisition and management systems**, including evaluation, to reflect the demands of the standards and prioritize meaningful feedback so that teacher talent develops and improves over time.

How does your organization plan to approach the work in assessing where WCPSS is with the standards?

We can determine the scope of the diagnostic based on the district's needs. But generally, we assess a district's practice on the following four domains:

- *Teacher and Leader Practice:* Are teachers and leaders changing their instructional practice to meet the demands of the standards?
- *Instructional Materials Alignment:* Do teachers have access to and fully use high-quality, aligned curriculum materials?
- *Assessment Readiness:* Are teachers meaningfully assessing students' progress against the expectations of the standards?
- *Teacher Development & Support:* Do school and district policies and practices support teachers in aligning practice to the expectations of the Common Core?

Additional details about the project scope and methodology can be found in the first section of this proposal.

Can you describe your curriculum review?

Our curriculum review process is a snapshot analysis of curricular materials in English Language Arts and mathematics. We use nationally-vetted tools to determine alignment with the Common Core State Standards. The goal of a review is to provide guidance to districts for determining the best course of action regarding materials adoption, development and implementation. To this end, the review aims to answer:

- To what extent do curriculum materials in ELA and mathematics align to the letter and intent of the Common Core State Standards? What strengths and gaps in alignment do they present?



- How do policies and communication about curriculum materials support or hinder the effective use of the materials and the transition to the standards?
- Given the outcomes of the review, what areas of their curriculum strategy would be highest leverage for the district to address to support successful implementation of the standards?

To help answer these questions, Tntp works to understand the district’s approach to curriculum procurement and use through interviews with key staff prior to examining sample artifacts, including adopted resources and district-created materials, from a range of grade levels.

Do you present a common standard solution for all of your clients?

We approach each client with no pre-developed solution. We work with the district to identify their biggest areas of need and provide district-specific recommendations that build on what is already working and leverage existing structures and strategies. Our findings and recommendations draw upon our years of experience supporting districts to implement large scale reforms.

Project Budget

We estimate the total cost of the services described above to be **\$173,881**, detailed below.

STAFF	\$113,595
Project Staff	\$41,093
Reviewers (Observations, Focus Groups)	\$41,980
Curriculum Audit (Interviews, Materials Review)	\$30,522
PROGRAM EXPENSES	\$60,286
Program Oversight Travel	\$34,200
General & Administrative	\$26,086
TOTAL	\$173,881

Appendix A. Observation and Student Work Data Collection Tools

Overview

This section provides an overview of the data collected through the observation and student work analysis components of TNTP's instructional diagnostic. While this data is collected at the classroom level, findings across a large number of classrooms and schools gives us a robust picture of instructional practice and student work across a district or state.

Observation, Literacy

The literacy observation data collection tool is based on the Instructional Practice Guides created by Student Achievement Partners. The IPG has been modified to reflect the granularity of the standards, by reorganizing the content by literacy domain and adding additional indicators to provide data that reflects the full breadth of the standards.

Use of Time

We gather data on how time is used in the observed block and whether it is effective. To better understand how time is used across classrooms and schools, we also gather data on how much time was spent engaged in a range of literacy structures. One of the most powerful data points from the diagnostic is the total number of minutes students spend reading.

Reading Comprehension

We gather information on how instruction in English language arts, social studies, science, and career and technical subjects develops students' reading comprehension.

Texts

We gather data on whether students spend a majority of literacy time reading, listening to, speaking or writing about text(s) that are appropriately complex, build students' knowledge, and are worthy of students' time and attention. In this domain we draw heavily on Core Action 1 from the Instructional Practice Guide.

Standards

We track the standards addressed in the lesson and whether the standards were used in service of understanding the text(s) at hand.

Questions and Tasks

We gather data on the questions and tasks students tackle in relationship to the text. We look at the demands of the questions and tasks and whether they are text dependent, text specific, and require students to deeply understand the text and use text evidence to support their claims. We also look at whether students habitually demonstrate the persistence and evidence-based thinking required by the standards. This domain integrates indicators from Core Action 2 and 3 of the Instructional Practice Guide.

Language Development

We gather data on the opportunities students have to develop their vocabulary through the lesson. We also look at whether students use language flexibly and for different purposes in their writing and whether they analyze the author's use of language while reading.

Structure and Outcomes

We look at what structures are used during the lesson, including read aloud, close reading, shared reading, small group instruction, etc. and whether students became better readers as a result of the lesson.

Reading Foundations (grades pre K-5)

We gather data on what skills are targeted, what types of opportunities students have to acquire the skills, and whether students demonstrate progress on those skills. We also examine whether instruction is aligned to grade level standards and whether it is targeted at the specific needs of the students in the class. This domain incorporates indicators from the Foundational Skills domain of the Instructional Practice Guide.

Writing Process

Many literacy lessons ask students to respond to texts in writing to build comprehension, which is captured in the reading comprehension section of this document. If lessons focus on the writing process, in which students are writing more formal pieces, we gather information on the following:

- Whether students are working on narrative, opinion, or informational writing.
- The extent to which students engage in the steps of the writing process: planning, drafting, editing, revising, and publishing.
- How students make choices regarding vocabulary, syntax and structure in their writing.
- Whether students have the opportunity to practice research skills through the writing process.

Speaking and Listening

In all lessons across content areas, we gather information on the opportunities students have to develop speaking and listening skills. We look at the types of discussion opportunities students have, how they present information orally, and whether and how they respond to other students during the discussion.

Observation, Mathematics

The mathematics observation data collection tool is based on the Instructional Practice Guides created by Student Achievement Partners and the National Council of Teachers of Mathematics' *Principles to Actions*.

Use of Time

We gather data on how time is used in the observed block and whether it is effective. We examine how much time students spend engaged with the core content of the lesson and how much time is spent engaged in a range of instructional structures.

Grade Level Content

We gather data on how well the content of the lesson reflects the instructional shifts of focus, coherence, and rigor. We assess whether the lesson aligns with grade level standard(s) and/or cluster(s) at the appropriate level of depth. We look at whether the lesson content is connected to concepts and skills learned previously, highlights how the content will support future learning, or connects concepts across grade level clusters and/or domains. We assess whether the lesson targets an appropriate aspect of rigor (conceptual understanding, procedural skill and fluency, or application), given the target standard(s). Finally, we assess whether the lesson integrates the Standards for Mathematical Practice.

Instructional Practice

We gather information on whether instructional practice reflects the demands of the standards and key principles of effective math instruction. This section integrates many indicators from Core Action 2 and 3 of the Instructional Practice Guide.

Tasks

We collect data on whether all students have opportunities to engage with grade level problems and tasks and work with appropriate numbers and number types. We examine the level of thinking required of students by the instruction and tasks of the lesson.

Mathematical Representations

We gather data on the mathematical representations used in the lesson, to see whether students get regular opportunities to use a variety of appropriate representations and make connections across representation types (e.g. concrete models, diagrams, equations).

Math Discourse

We gather data on whether students have the opportunity to discuss mathematical thinking with their peers and teacher and whether they use precise mathematical language to explain their thinking. We assess the extent to which students, rather than the teacher, are responsible for questioning and for explaining mathematical thinking.

Productive Struggle

We collect information on whether students are given opportunities to engage in challenging work and whether they persist in the face of initial challenges. We observe whether students are responsible for the thinking and reasoning in the lesson with only the necessary support from the teacher. We look at whether students regularly share their own reasoning and critique or question the reasoning of their peers when solving challenging problems and tasks.

Monitor and Summarize Learning

We gather information on whether the teacher structures questions to draw out key understandings, conceptual misunderstandings and/or common errors and how the teacher responds and provides feedback on students' thinking within the lesson. We look at whether the lesson includes opportunities to share a variety of students' representations and solution methods to reinforce students' understanding of the lesson content.

Student Work, All Subjects

Our student work data collection tool is based on the EQUIP student work protocol created by Achieve. The protocol has been modified to focus on whether the task is aligned to the standards and instructional shifts and whether students are meeting the expectations of the task as well as the aligned standards.

In each classroom, reviewers ask the teacher to provide the full class set of a recently completed assignment. Reviewers collect a random sample of five students' work on that assignment. We assess alignment of the task as well as students' performance against the demands of the assignment and the demands of the standards.

Appendix B. Sample Focus Group and Interview Questions

This section provides sample focus group and interview questions used in previous instructional diagnostics. The specific protocols used for each district are developed based on particular district context, priorities, and areas of interest.

Teacher Focus Group

- What does **excellent instruction** in your school district look like and sound like in the classroom? What are students doing? What are teachers doing?
- What **curriculum materials do you use?** Are they provided by your school or district? Are they effective?
- What **assessments** do you use to measure student progress? How do you use data to inform your instruction?
- Does the **professional development** you receive help you improve your instruction? Why or why not?

Principal Interview

- How have you and your teachers changed your approach to instruction since the implementation of the **Common Core?**
- What barriers has your school faced in shifting instruction to meet the new standards?
- How do you and your team determine what professional development to offer teachers?
- Do you believe that current evaluation ratings are an accurate reflection of teacher effectiveness in your school? Why or why not? What type of support do teachers receive based on the results of their evaluations?