

Virginia Board of Education Agenda Item



Agenda Item: F

Date: November 29, 2012

Title	First Review of a Memorandum of Understanding for Alexandria City School Board for Jefferson-Houston Elementary School		
Presenter	Dr. Kathleen M. Smith, Director, Office of School Improvement, Division of Student Assessment and School Improvement		
E-mail	Kathleen.Smith@doe.virginia.gov	Phone	(804) 225-2865

Purpose of Presentation:

Action required by Board of Education regulation.

Previous Review or Action:

Previous review and action. Specify date and action taken below:

Date: October 25, 2012

Action: Denied Request for a Rating of *Conditionally Accredited* from Alexandria City School Board for Jefferson-Houston Elementary School

Action Requested:

Action will be requested at a future meeting. Specify anticipated date below:

Date: January 10, 2013

Alignment with Board of Education Goals: Please indicate (X) all that apply:

X	Goal 1: Accountability for Student Learning
	Goal 2: Rigorous Standards to Promote College and Career Readiness
	Goal 3: Expanded Opportunities to Learn
	Goal 4: Nurturing Young Learners
	Goal 5: Highly Qualified and Effective Educators
	Goal 6: Sound Policies for Student Success
	Goal 7: Safe and Secure Schools
	Other Priority or Initiative. Specify:

Background Information and Statutory Authority:

Goal 1: Considering the memorandum of understanding (MOU) for Alexandria City School Board for Jefferson-Houston Elementary will provide the most appropriate course of action to ensure accountability of student learning.

Section 8 VAC 20-131-315 of the *Regulations Establishing Standards for Accrediting Public Schools in Virginia* (SOA) requires certain actions for schools that are denied accreditation:

- A. Any school rated Accreditation Denied in accordance with 8 VAC 20-131-300 shall be subject to actions prescribed by the Board of Education and shall provide parents of enrolled students and other interested parties with the following:

1. Written notice of the school's accreditation rating within 30 calendar days of the notification of the rating from the Department of Education;
2. A copy of the school division's proposed corrective action plan, including a timeline for implementation, to improve the school's accreditation rating; and
3. An opportunity to comment on the division's proposed corrective action plan. Such public comment shall be received and considered by the school division prior to finalizing the school's corrective action plan and a Board of Education memorandum of understanding with the local school board.

B. Any school rated Accreditation Denied in accordance with [8 VAC 20-131-300](#) shall be subject to actions prescribed by the Board of Education and affirmed through a memorandum of understanding between the Board of Education and the local school board. The local school board shall submit a corrective action plan to the Board of Education for its consideration in prescribing actions in the memorandum of understanding within 45 days of the notification of the rating. The memorandum of understanding shall be entered into no later than November 1 of the academic year in which the rating is awarded.

The local board shall submit status reports detailing implementation of actions prescribed by the memorandum of understanding to the Board of Education. The status reports shall be signed by the school principal, division superintendent, and the chair of the local school board. The school principal, division superintendent, and the chair of the local school board may be required to appear before the Board of Education to present status reports.

The memorandum of understanding may also include but not be limited to:

1. Undergoing an educational service delivery and management review. The Board of Education shall prescribe the content of such review and approve the reviewing authority retained by the school division.
2. Employing a turnaround specialist credentialed by the state to address those conditions at the school that may impede educational progress and effectiveness and academic success.

Summary of Important Issues:

Jefferson-Houston Elementary School is in *Accreditation Denied* status for 2012-2013 and is subject to actions prescribed by the Board of Education and affirmed through a MOU between the Virginia Board of Education (VBOE) and Alexandria City School Board (Attachment A).

State Accountability – Accreditation Designation Based on Statewide Assessment Pass Rates

Year	Accreditation Rating	Based on Statewide Assessments In	Areas of Warning
2002-2003	<i>Provisionally Accredited/Needs Improvement</i>	2001-2002	With this rating, no areas were indicated
2003-2004	<i>Provisionally Accredited/Needs Improvement</i>	2002-2003	With this rating, no areas were indicated
2004-2005	<i>Accredited with Warning</i>	2003-2004	English, Mathematics, Science

2005-2006	<i>Accredited with Warning</i>	2004-2005	Mathematics, History, Science
2006-2007	<i>Accredited with Warning</i>	2005-2006 English,	Mathematics
2007-2008	<i>Conditionally Accredited</i>	2006-2007 English,	Mathematics
2008-2009	<i>Fully Accredited</i>	2007-2008 None	
2009-2010	<i>Accredited with Warning</i>	2008-2009 English	
2010-2011	<i>Accredited with Warning</i>	2009-2010 English,	History
2011-2012	<i>Accredited with Warning</i>	2010-2011	English, History, Science
2012-2013	<i>Accreditation Denied</i>	2011-2012	English, Mathematics, History, Science

Federal Accountability

Jefferson-Houston Elementary School has been identified as a priority school in accordance with Virginia’s approved *Application for U.S. Department of Education Flexibility from Certain Requirements of the Elementary and Secondary Education Act of 1965* (ESEA). Based on 723 schools identified as Title I in school year 2011-2012, Virginia identified a number of schools equal to five percent of the state’s Title I schools, or 36 schools (5 percent of 723 schools), as priority schools for school year 2012-2013 using the criteria below. Jefferson-Houston Elementary School was identified under Criterion C.

Criterion A	Schools receiving School Improvement Grant (SIG) funds under Section 1003(g) of ESEA in Federal Fiscal Year 2009 (Cohort I) or 2010 (Cohort II) and identified and served as a Tier I or Tier II school
Criterion B	Title I high schools with a federal graduation indicator* of 60 percent or less for two or more of the most recent consecutive years
Criterion C	Title I schools based on the “all students” performance in reading and/or mathematics performance on federal AMOs
Criterion D	Title I schools failing to meet the 95 percent participation rate in reading and/or mathematics for three consecutive years

* The ESEA federal graduation indicator recognizes only Standard and Advanced Studies diplomas.

Priority schools must select a Lead Turnaround Partner (LTP) and implement one of the four U. S. Department of Education (USED) models as outlined in Virginia’s approved *Application for U.S. Department of Education Flexibility from Certain Requirements of the Elementary and Secondary Education Act of 1965* (ESEA); this meets the requirements of reconstitution as a change in governance. Priority schools will receive federal funding per the USED 2011 1003(g) School Improvement Grant (SIG) initiative to support school reform.

The corrective action plan (Attachment B) required by the school’s status of *Accreditation Denied*, includes:

1. Actions to provide parents of enrolled students: (a) written notice of the school’s accreditation rating within 30 calendar days of the notification of the rating from the VDOE; (b) a timeline for implementation to improve the school’s accreditation rating, including how the school plans to meet the requirements of the federal status of a priority school; (c) an opportunity to comment on the division’s proposed corrective action plan; and (d) how such public comment was received and considered by the school division prior to finalizing the school’s corrective action plan and a Virginia Board of Education MOU with the Alexandria City School Board.

2. Actions to hire a Lead Turnaround Partner (LTP), approved by the VDOE, to meet the requirements of a priority school and how this educational management organization will implement an educational service and delivery management review.
3. Actions to contract with the LTP to address those conditions at the school that impede educational progress and effectiveness and academic success and meet the turnaround principles or one of the four United States Department of Education (USED) turnaround models.
4. Proposed leading and lagging indicators to meet the turnaround principles or one of the four USED turnaround models and included in the proposed MOU.

Impact on Fiscal and Human Resources:

None

Timetable for Further Review/Action:

Final review and the first update on the status of Jefferson-Houston Elementary School at the January 10, 2013, Board meeting.

Superintendent's Recommendation:

The Superintendent of Public Instruction recommends that the Virginia Board of Education accept for first review the MOU with Alexandria City Schools.

**Memorandum of Understanding Between the
Virginia Board of Education and the
Alexandria City School Board**

I. Purpose and Scope

The purpose of this Memorandum of Understanding (MOU) is to define all state and federal sanctions for Jefferson-Houston Elementary School in Alexandria City Public Schools (ACPS).

In an effort to provide continuous support to Jefferson-Houston Elementary School, ACPS will comply with all requirements included in the approved *Elementary and Secondary Education Act of 1965* (ESEA) Flexibility Waiver and the *Regulations Establishing Standards for Accrediting Public Schools in Virginia* (SOA).

A copy of the ESEA Flexibility Waiver submitted by the Virginia Department of Education (VDOE) and approved by the U.S. Department of Education (USED) is located at the following link:

http://www.doe.virginia.gov/federal_programs/esea/va_esea_flexibility_application.pdf.

A copy of the SOA requirements for schools rated *Accredited with Warning* is located at the following link:

http://www.doe.virginia.gov/support/school_improvement/academic_reviews/index.shtml.

Both the VDOE and ACPS should ensure that program activities are conducted in compliance with all applicable federal laws, rules, and regulations.

II. Virginia Department of Education (VDOE) Responsibilities

The VDOE shall undertake the following activities during the duration of the MOU term:

1. Ensure adherence of ACPS to applicable federal and state laws and regulations and waiver guidelines.
2. Review and approve all documentation evidencing the division's performance of requirements as set forth in the ESEA Flexibility Waiver for the VDOE as approved by USED, and monitor ACPS' compliance with the MOU.
3. Review and approve all documentation evidencing the division's performance of requirements as set forth in the *Regulations Establishing Standards for Accrediting Public Schools in Virginia*.
4. Assign an external VDOE contractor to ACPS for the purpose of building local capacity for supporting Jefferson-Houston Elementary School. The contractor will:
 - a. Monitor the implementation of the corrective action plan for Jefferson-Houston Elementary School and ensure the school's and division's compliance to the MOU and SOA.

- b. Monitor the implementation of the FY2009 Tier III, Title I and non-Title I schools that did not meet an AMO, focus, and priority schools' intervention and corrective action plans as prescribed by the waiver and/or 1003(g) grant award as indicated in Attachment A-1 to this MOU.
- c. Provide oversight to the academic review process including scheduling and follow-up.
- d. Monitor the development and implementation of the corrective action plan for Jefferson-Houston Elementary (and school improvement plans for those schools listed in Attachment A-1).
- e. Meet with ACPS team and VDOE representatives monthly via Web conference.
- f. Monitor ACPS's compliance to state and federal sanctions six to eight days per month (funded through set-aside or grant funds).
- g. Assist in monitoring ACPS' implementation of a division plan to support Jefferson Houston Elementary School. The contractor will communicate with division and school representatives through telephone calls and coaching comments entered into the Indistar® Web-based planning tool.
- h. Provide lead turnaround partner (LTP) training sessions with the Jefferson Houston Elementary School transformation team. This activity will be funded through the set-aside or grant funds.

III. Alexandria City Public Schools Responsibilities and School Responsibilities

ACPS shall undertake the following activities during the duration of the MOU term:

1. Ensure adherence of applicable federal and state laws and regulations and waiver guidelines.
2. Provide reports to the Virginia Board of Education, as requested, on Jefferson-Houston Elementary School's progress in meeting a status of *Fully Accredited*.
3. Ensure ACPS division team is comprised of administrators or other key staff representing Title I, instruction, special education, English language learners (ELLs), and the principal of Jefferson-Houston Elementary School as appropriate.
4. Ensure division-level administrators establish and participate continuously in supporting school-level improvement efforts and monitor monthly the school improvement process. This includes support and monitoring of targeted interventions at the school level for students at risk for not passing a grade-level assessment including students with disabilities and ELLs.
5. Establish a school improvement team comprised of one division-level representative, the principal, and school-level leaders representing Title I, special education, and ELLs.
6. Use Indistar®, an online school improvement tool, to develop, coordinate, track, and report division- and school-level improvement activities, including the following:
 - a. School-level annual goals for student achievement on the State's assessments in both reading/language arts and mathematics;
 - b. Meeting minutes, professional development activities, strategies for extending learning opportunities, and parent activities as well as indicators of effective leadership and instructional practice at ACPS and school level;

- c. Analysis of data points for quarterly reports to ensure strategic, data-driven decisions are made to deploy needed interventions for students who are not meeting expected growth measures and/or who are at risk of failure and dropping out of school; and
- d. Tasks for the three required rapid improvement school indicators. These indicators meet the remedial requirements of 8-VAC 20-630 *Regulations for State Funded Remedial Programs* for schools rated *Accreditation Denied* or priority schools.

TA01	The school uses an identification process (including ongoing conversations with instructional leadership teams and data points to be used) for all students at risk of failing or in need of targeted interventions.
TA02	The school uses a tiered, differentiated intervention process to assign research-based interventions aligned with the individual needs of identified students (the process includes a description of how interventions are selected and assigned to students as well as the frequency and duration of interventions for Tier 2 and Tier 3 students).
TA03	The school uses a monitoring process (including a multidisciplinary team that meets regularly to review student intervention outcome data and identifies “triggers” and next steps for unsuccessful interventions) for targeted intervention students to ensure fidelity and effectiveness.

- 7. Develop an intervention strategy for students who: 1) are not meeting expected growth measures; 2) are at risk of failure; or 3) at risk of dropping out of school. This includes students who have failed an SOL assessment in the past and students who are identified as below grade level on the Algebra Readiness Diagnostic Test (ARDT) (grades 5-8) or the Phonological Awareness and Literacy Screening (K-3), with a special focus on low-performing subgroups.
- 8. Participate in division- or school-level technical assistance as recommended by the assigned VDOE contractor that may include: peer mentors for schools/divisions; direct technical assistance; and Differentiated Technical Assistance Team webinar series.
- 9. Collaborate with assigned VDOE contractor(s) to ensure ACPS and the school maintain the fidelity of implementation necessary for reform.

IV. Modification and Termination

Any and all amendments to this agreement must be made in writing and must be agreed to and executed by all parties before becoming effective.

V. Effective Date and Signature

This MOU shall be effective upon the signature of the Virginia Board of Education (VBOE) and the Alexandria City School Board (ACSB) officials. It shall be in force beginning on January 10, 2013, and will terminate when Jefferson Houston Elementary is *Fully Accredited* and is no longer a priority school. The VBOE and division indicate agreement with this MOU by their signatures.

Signatures and dates:

_____ David Foster Virginia Board of Education Chairman	_____ Date
_____ Dr. Patricia Wright State Superintendent of Public Instruction	_____ Date
_____ Mrs. Sheryl Gorsuch Alexandria School Board Chairperson	_____ Date
_____ Dr. Morton Sherman Superintendent Alexandria City Public Schools	_____ Date

Other Schools in ACPS with State or Federal Sanctions

Schools	State and/or Federal Ratings
Jefferson-Houston Elementary	Accreditation Denied and Priority School
Francis Hammond (3) Middle School	Accredited with Warning and Did not Meet AMOs (non-Title I)
George Washington (3) Middle School	Accredited with Warning and Did not Meet AMOs (non-Title I)
John Adams Elementary	Focus school
Patrick Henry Elementary	Focus school
T. C. Williams High School	Priority School – Year 3 of three-year grant award (non-Title I)
Cora Kelly Magnet School	Tier 3 FY 2009 – Year 3 of three-year grant award
Charles Barrett Elementary	Did not Meet AMOs (non-Title I)
George Mason Elementary	Did not Meet AMOs (non-Title I)
George Washington (1) Middle School	Did not Meet AMOs (non-Title I)
James K. Polk Elementary	Did not Meet AMOs (non-Title I)
Maury Elementary	Did not Meet AMOs (non-Title I)
Mount Vernon Elementary	Did not Meet AMOs (non-Title I)
Samuel W. Tucker Elementary	Did not Meet AMOs (non-Title I)



Jefferson-Houston School

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November 16, 2012

Jefferson-Houston Community,

As many of you are aware, Jefferson-Houston School received the designation of Accreditation Denied by the Virginia Board of Education (VBOE). In response, we appealed the designation based on the efforts we have been making to transform our school since August of 2011. These efforts include:

- New Leadership
- Alternative Governance Structure
- 50% New Teachers
- Implementation of a New Curriculum
- **Extended Day (90 minutes four days a week beginning November 7, 2012)**

In addition to the above actions, our school has implemented a variety of other initiatives including: Success For All (SFA), the Baldrige model of continuous improvement, Response to Intervention (RTI), Skillful Teacher/Leader, Positive Behavior Intervention and Supports (PBIS) and a uniform policy. A summary of all of these efforts was outlined in a Letter of Appeal dated August 31, 2012. On September 24, 2012 I made a presentation to the Accountability Committee of the VBOE and answered a series of questions regarding our performance on the Standards of Learning exams and the efforts we have made to improve. This was followed by a presentation by School Board Chair Sheryl Gorsuch and Superintendent Morton Sherman at the October 25, 2012 meeting of the VBOE. At that time the board voted to deny our request to receive a rating of *Conditionally Accredited* for the 2011-2012 accreditation ratings as outlined in 8 VAC 20-131-315. As a result, Jefferson-Houston school has been designated as *Accreditation Denied* for the 2012-2013 year.

According to Section 8 VAC 20-131-315 of the *Regulations Establishing Standards for Accrediting Public Schools in Virginia* (SOA) Jefferson-Houston must now take the following actions:


Any school rated *Accreditation Denied* in accordance with 8 VAC 20-131-300 shall be subject to actions prescribed by the VBOE and shall provide parents of enrolled students and other interested parties with the following:

1. Written notice of the school's accreditation rating within 30 calendar days of the notification of the rating from the Virginia Department of Education (VDOE);
(This letter serves as official written notice)

2. A copy of the school division's proposed corrective action plan, including a timeline for implementation, to improve the school's accreditation rating; and **(The Proposed plan is in development and will be based on the transformation plan already in place)**

3. An opportunity to comment on the division's proposed corrective action plan. Such public comment shall be received and considered by the school division prior to finalizing the school's corrective action plan and a VBOE memorandum of understanding (MOU) with the local school board. **(The meeting to comment on this plan will be held on November 29, 2012, at 7:00 in the library.)**

Sincerely,



Rosalyn Rice-Harris
Principal

Jefferson-Houston

Comprehensive Plan Report

Key Indicators are shown in **RED**.

Virginia SIP - School Indicators (RI)

School Leadership and Decision Making			
Establishing a team structure with specific duties and time for instructional planning			
Indicator	ID01 - A team structure for schools is officially incorporated into district policy. (36)		
Status	In Plan / No Tasks Created		
Assessment	Level of Development:	Initial: Limited Development 08/13/2010	
	Index:	6	(Priority Score x Opportunity Score)
	Priority Score:	3	(3 - highest, 2 - medium, 1 - lowest)
	Opportunity Score:	2	(3 - relatively easy to address, 2 - accomplished within current policy and budget conditions, 1 - requires changes in current policy and budget conditions)
	Describe current level of development:	The Alternative Governance Committee has been established. The principal chairs an Instructional Leadership Team and grade level teams are functional. Grade level teams have common planning times. The outside entity chairs the Alternative Governance Committee. Co-teaching and providing professional development explicitly for teams based on collected data (student assessment, instructional observation data, request from grade level members).	
Plan	Assigned to:	Not yet assigned	

School Leadership and Decision Making			
Focusing the principal's role on building leadership capacity, achieving learning goals, and improving instruction			
Indicator	IE06 - The principal keeps a focus on instructional improvement and student learning outcomes. (57)		
Status	Tasks completed: 0 of 4 (0%)		
Assessment	Level of Development:	Initial: Limited Development 10/12/2011	
	Index:	6	(Priority Score x Opportunity Score)
	Priority Score:	3	(3 - highest, 2 - medium, 1 - lowest)
	Opportunity Score:	2	(3 - relatively easy to address, 2 - accomplished within current policy and budget conditions, 1 - requires changes in current policy and budget conditions)
	Describe current level of development:	Principal communicates expectations in a variety of ways including weekly newsletters, email, announcements and	

		meeting agenda items to convey the importance of effective instruction and the impact on student learning.
Plan	Assigned to:	Rosalyn Rice-Harris
	Added:	10/12/2011
	How it will look when fully met:	All staff members will be knowledgeable of student and school performance as it relates to them specifically, as well as the school as a whole. Staff members will understand the level of improvement that is needed to make AYP in all subgroups.
	Target Date:	06/14/2012
	Tasks:	
	1. The principal monitors curriculum and classroom instruction regularly. (IE07)	
	Assigned to:	Rosalyn Rice-Harris
	Added date:	10/12/2011
	Target Completion Date:	11/10/2011
	Comments:	The administrative team will review lesson plans, observe instruction, provide feedback and support where needed. The team will meet to analyze student learning outcomes class by class. This will be repeated quarterly.
	2. The Leadership Team will analyze the most recent school data to create SMART goals. This data includes SOL, PALS, attendance, discipline referrals, SST referrals and other relevant information.	
	Assigned to:	Brenda Clark
	Added date:	10/12/2011
	Target Completion Date:	09/23/2011
	Comments:	Data was shared with the leadership team. Objectives aligned with the Division's Education Plan were identified.
	3. The Leadership Team reviews the principal's summary reports of classroom observations and takes them into account in planning professional development (IF03)	
	Assigned to:	Rosalyn Rice-Harris
	Added date:	10/18/2011
	Target Completion Date:	12/16/2011
	Comments:	Instructional Coach, Andrea Heckel and Reading Specialist and SFA Coordinator, Stacey Kennedy can facilitate some PD sessions, as needed.
	4. Professional Development for teachers includes observations by the principal (and peers) related to indicators of effective teaching and classroom management. (IF04)	
	Assigned to:	Rosalyn Rice-Harris
	Added date:	10/18/2011
	Target Completion Date:	03/01/2012
	Comments:	Refer to Skillful Teacher training and provided resources to assist with this task.
Implement	Percent Task Complete:	Tasks completed: 0 of 4 (0%)

Indicator	IE07 - The principal monitors curriculum and classroom instruction regularly. (58)		
Status	Objective Met 10/12/2011		
Assessment	Level of Development:	Initial: Limited Development 10/11/2011	
		Objective Met - 10/12/2011	
	Index:	9	(Priority Score x Opportunity Score)
	Priority Score:	3	(3 - highest, 2 - medium, 1 - lowest)
	Opportunity Score:	3	(3 - relatively easy to address, 2 - accomplished within current policy and budget conditions, 1 - requires changes in current policy and budget conditions)
	Describe current level of development:	The principal conducts walk-throughs for a variety of purposes and documents each observation. Support will be provided to teachers as needed based on observation data and by request.	
Plan	Assigned to:	Helena Payne	
	Added:	10/11/2011	
	How it will look when fully met:	The principal and other designated team will observe instruction be visible in classrooms on a regular basis. Teachers and students will expect observers in their rooms. Also, teachers can count on meaningful feedback and support to improve implementation of the curriculum and instructional practices.	
	Target Date:	11/10/2011	
	Tasks:		
		1. A schedule for conducting walk-throughs will be created and will include the following observers: Principal of Instruction (Rice-Harris), Asst. Principal of Instruction (Payne), Instructional Coach (Heckel), Special Education and Inclusion personnel	
		Assigned to:	Rosalyn Rice-Harris
		Added date:	10/12/2011
		Target Completion Date:	10/28/2011
		Comments:	Shared calendars will reflect time spent conducting walk-throughs, also the team will keep records of classes and teachers observed.
		Task Completed:	10/12/2011
Implement	Percent Task Complete:		
	Objective Met:	10/12/2011 1/1/0001	
	Experience:	10/12/2011 All team members met to realize their role in meeting this objective. Calendars were shared and the observation tool was reviewed. Joint walk-throughs took place to establish inter-rater reliability. All team members have been observing classes and sharing feedback with staff members as appropriate.	
	Sustain:	10/12/2011	

		This indicator now appears as a task under another indicator in our plan to ensure that it the team continues to do this meaningful work.
	Evidence:	10/12/2011 The dates from the calendars will be compiled into one document for the purpose of providing evidence on Indistar. Notes, summaries, evaluations and coaching reports currently serve as in-process metrics and evidence of implementation.

Indicator	IE10 - The principal celebrates individual, team, and school successes, especially related to student learning outcomes. (61)	
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Status	Objective Met 5/25/2011	
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Assessment	Level of Development:	Initial: Limited Development 08/14/2010
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		Objective Met - 05/25/2011
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	Index:	9	(Priority Score x Opportunity Score)
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	Priority Score:	3	(3 - highest, 2 - medium, 1 - lowest)
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	Opportunity Score:	3	(3 - relatively easy to address, 2 - accomplished within current policy and budget conditions, 1 - requires changes in current policy and budget conditions)
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	Describe current level of development:	The school recognizes student and staff achirevement by various methods. A consisten school-wide push of recognition will be incorporated. Academic excellence is recognized. The frequency of this recognition will be enforced with expectations for classroom and other areas outlined and p9osted for students. An expectation that all students can learn will be the driving force of classroom management.	
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Plan	Assigned to:	Roberta Schlicher	
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	Added:	08/14/2010	
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	How it will look when fully met:	Students' and teachers' accomplishments will be publicly acknowledged by recognition through certificates, bulletin boards displaying exceptional work in the hallways and in the classrooms. Teachers will be acknowledged through newsletters, memos, faculty meetings and numerous rewards (ie. gift certificates, early release time, morning announcements)	
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	Target Date:	06/30/2011	
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	Tasks:		
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		1. School leadership creates a positive learning climate that involves a work structure that rewards and recognizes teachers/staff and students for their efforts.	
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		Assigned to:	Dorothy Hutcheson
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		Added date:	08/14/2010
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		Target Completion Date:	09/30/2010
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		Comments:	8/17/2010: Task is critical for establishing a positive learning climate and can be done through the use of certificates,
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			<p>distribution of gift certificates and numerous small incentive materials.</p> <p>4/25/2011: Grade levels have participated in approved celebrations throughout the year for meeting pre-identified goals.</p> <p>4/25/2011: Schoolwide incentives have been instituted to motivate grade level success during our "SOL Bottcamp".</p>
		Task Completed:	04/29/2011
		2. School leaders will use rewards and recognition of students to help establish a school learning facility in which academic achievement is valued.	
		Assigned to:	Kimberley Graves
		Added date:	08/14/2010
		Target Completion Date:	05/31/2011
		Comments:	<p>8/17/2010: This task should involve parents as much as possible.</p> <p>12/17/2010: I/E groups recognize and reward intermediate groups for performance on reading skills. Skill -related activities completed with staff involvement including building Administrators</p> <p>4/25/2011: Students have conferenced with their teachers to complete performance goal sheets. These goals were shared with parents during conference where possible and sent home for signatures when there were no other options. Also, we have recognized students throughout the year on the morning announcements. Some teachers have a 'Student of the Week' to recognize student achievement.</p>
		Task Completed:	04/29/2011
		3. Special emphasis will be given to recognizing academic excellence using PA announcements, newsletters, award celebrations, etc .	
		Assigned to:	Kimberley Graves
		Added date:	08/14/2010
		Target Completion Date:	05/31/2011
		Comments:	<p>8/17/2010: Schoolwide efforts towards this task should be assigned to a designee. All teachers should be held responsible for using various techniques to recognize excellence within the classroom.</p> <p>5/18/2011: Ou SOL Kick-Off celebrated students groups/classes who met the goals stated and approved by the grade level teachers and the leadership team. Announcements were made over the PA systems, students were rewarded with inexpensive rewards that were mostly physical in nature.</p>
		Task Completed:	05/18/2011
		4. Students will be reminded of classroom rules through PA announcements, school newsletters, discipline assemblies, and expected behavior posters throughout the school.	
		Assigned to:	Kimberley Graves
		Added date:	08/14/2010
		Target Completion Date:	11/30/2010

		Comments:	8/17/2010: Leadership Team should assist in monitoring this task. 12/10/2010: grade level discipline assemblies were conducted by Principal Graves 4/28/2011: Administration and our news team make daily announcements at the start and end of our day. Our International Baccalaureate 'Attitudes' are shared. These are essentially positive character traits and behaviors that everyone in the building should demonstrate.
		Task Completed:	04/29/2011
	5. There will be procedures developed to ensure that there will be consistent reinforcement of the school wide discipline plan.		
		Assigned to:	Kimberley Graves
		Added date:	08/14/2010
		Target Completion Date:	08/31/2010
		Comments:	8/17/2010: Procedures for disciplinary concerns and other rules should be developed by the Leadership Team and then articulated to all staff members as well included in staff and parent handbooks. PBIS program is used in our school. Referral documents were created to be completed and filed.
		Task Completed:	11/10/2010
	6. Clear expectations for procedures and behavior are posted in classrooms throughout the building.		
		Assigned to:	Kimberley Graves
		Added date:	08/14/2010
		Target Completion Date:	09/30/2010
		Comments:	8/17/2010: Behavioral expectations and procedures should also be posted throughout the school (hallways, auditorium, cafeteria, etc). 1/28/2011: Expectations are posted throughout the building.
		Task Completed:	01/28/2011
	7. The teachers will intervene promptly and accurately when inappropriate behaviors disrupts the learning environment.		
		Assigned to:	Kimberley Graves
		Added date:	08/14/2010
		Target Completion Date:	09/30/2010
		Comments:	8/17/2010: Techniques for intervening inappropriate behaviors may have to be introduced through staff training. Task can be monitored by classroom observations. 10/20/2010: PBIS training took place to explain the procedures for positively influencing student behavior as well as documenting and correcting the undesired behavior. Members of the PBIS team have been identified in our building. 05/25/2011: Our PBIS team continued to meet throughout the year with a district support person to ensure that our needs as a staff were being met. This allowed for clear delivery and response to student behavior. Also, Dominion Services began

			working with a few of our students in the fall. With their assistance, students needing more behavior supports have the opportunity to receive it and any other medical attention that they may need.
		Task Completed:	05/25/2011
		8. Teachers will teach "classroom procedures" in a positive manner.	
		Assigned to:	Kimberley Graves
		Added date:	08/14/2010
		Target Completion Date:	10/30/2010
		Comments:	9/17/2010: Classroom and school procedures should be known by all and possibly posted throughout the school.
		Task Completed:	11/10/2010
		9. The teachers will implement procedures that will ensure that they are aware of what is happening in all parts of the classroom.	
		Assigned to:	Kimberley Graves
		Added date:	08/14/2010
		Target Completion Date:	09/30/2010
		Comments:	8/17/2010: Classroom observations will assist in monitoring this task. 5/25/2011: Observations throughout the year highlighted the number of students on-task as well as those off-task. Teachers were provided with feedback and coaching to ensure that they were effectively managing students' learning and behavior during instructional time.
		Task Completed:	05/25/2011
		10. All efforts will be made to ensure that there is a strong school -wide belief/philosophy that all students are capable of learning.	
		Assigned to:	Kimberley Graves
		Added date:	08/14/2010
		Target Completion Date:	09/30/2010
		Comments:	8/17/2010: This message/belief should be exhibited/communicated to the entire school community and parents using all methods possible. 4/25/2011: Principal has met with grade levels and the entire school body in a variety of assemblies. Most recently, student performance on practice SOL assessments was shared and posted. Students were also challenged to improve to meet our goal of 100% students passing all area of the SOL. The students are looking forward to some friendly competition between the grade levels!
		Task Completed:	04/29/2011
		11. All efforts will be made to ensure that the school schedule allocates most of the available time to instruction.	
		Assigned to:	Kimberley Graves
		Added date:	08/14/2010

		Target Completion Date:	10/30/2010
		Comments:	8/17/2010: Decreasing the non-instructional time is critical in developing the school schedule. Master schedule revised to include maximum amount of instructional time and minimal transition time for students.
		Task Completed:	11/10/2010
Implement	Percent Task Complete:		
	Objective Met:		5/25/2011 1/1/0001
	Experience:		5/25/2011 Students were recognized in a variety of ways including, but not limited to: student of the week, mention on the morning announcements, features in our monthly newsletter Entire classes or groups meeting the pre-determined criteria were rewarded and their success was shared via announcements. These students enjoyed field trips, physical activity and lunches with staff members as a reward for meeting of exceeding the goals! Teachers were acknowledged via email, announcements, community awards etc.
	Sustain:		5/25/2011 We employed a special recognition program as a part of our 45-Day Plan. Students loved it and looked forward to the announcement of the winner. They managed their own progress and as a result, were aware of their performance! We would like to create a school wide program that finds a way to create a little healthy competition throughout our school, not just in the month and a half prior to testing, but year-round.
	Evidence:		5/25/2011 N/A

School Leadership and Decision Making

Aligning classroom observations with evaluation criteria and professional development

Indicator	IF02 - The Leadership Team reviews the principal's summary reports of classroom observations and takes them into account in planning professional development. (66)		
Status	Objective Met 2/15/2011 2/15/2011		
Assessment	Level of Development:		Initial: Limited Development 11/22/2010
			Objective Met - 02/15/2011 02/15/2011
	Index:		4 (Priority Score x Opportunity Score)
	Priority Score:		2 (3 - highest, 2 - medium, 1 - lowest)

	Opportunity Score:	2	(3 - relatively easy to address, 2 - accomplished within current policy and budget conditions, 1 - requires changes in current policy and budget conditions)
	Describe current level of development:	Observations have begun and are being completed by the Principal and Assistant Principal. A review of the information gathered from the observations will be completed by the Alternative Governance Team. Needs will be prioritized and then professional development will be scheduled and implemented.	
Plan	Assigned to:	Ginja Canton	
	Added:	11/22/2010	
	How it will look when fully met:	Staff will participate in selecting staff development based on the principal's observations and data collection, that is most beneficial to staff.	
	Target Date:	03/30/2011	
	Tasks:		
	1. Alternative Governance team will review observation data gathered.		
	Assigned to:	Brandy Loomis	
	Added date:	11/22/2010	
	Target Completion Date:	01/30/2011	
	Comments:	We will review observation data (rubrics) to determine the area(s) of greatest need by the greatest number of teachers. Use that information to select professional development to meet those needs. Professional development should be a recognized best practice. 2/15/2011 Staff meeting. Training on Teach First provided by Division-level reading coaches. Professional development began on formative and summative assessments. 2/15/2011 Leadership meeting addressed teacher observations and student data on benchmarks in reading and math.	
	Task Completed:	02/15/2011	
Implement	Percent Task Complete:		
	Objective Met:	2/15/2011 2/15/2011	
	Experience:	2/15/2011 Our principal and division coaches have conducted observations at each grade level. Feedback was shared with teachers at each grade level. Professional development has begun at each grade level as well as for the whole staff, each group receiving what the observations deemed necessary. The collaborative coaching model is being employed and professional development has been scheduled throughout the year in response to the observations.	
	Sustain:	2/15/2011 Teachers will continue to collaborate with coaches and staff will continue to receive professional development in the identified areas. Minutes will be uploaded as they are completed.	

Evidence:

2/15/2011

Action Plan for Teach First Training – Jefferson-Houston Elementary School

Session 1&2: Research: Formative and Summative Assessment; Models: Looking at Formative Assessment in Action

1. Explain what summative and formative assessments are, and how their features and their purposes differ.
2. Describe some of the ways in which each kind of assessment impacts student learning.
3. Identify essential steps of formative assessments when analyzing an example of classroom practice.

Follow up – sharing expert information

Session #3: Incorporating Formative Assessment Strategies in Lesson Plans

1. develop a lesson plan that includes formative assessment techniques
2. identify student evidence of the effectiveness of the techniques used in the lesson

Session #4: Assessing the Impact of Formative Assessment on Learning

1. Analyze different examples of assessment and student work and determine how effective assessments were in improving student learning
2. identify ways to improve the effectiveness of their assessments for increasing student learning

Session #5: Research: Checking for Understanding

1. summarize research on the importance of oral language, questioning, and writing in increasing students' understanding of content
2. provide a rationale for how the use of oral language, questioning and writing can be effective in checking students' understanding of content concepts

Session #6: Examining Checking for Understanding Techniques

1. provide an explanation of how checking for understanding techniques foster effective teaching, help students to take responsibility for their own learning, and create multiple ways to demonstrate learning
2. describe a variety of techniques for checking for understanding including their purpose and how the technique can be employed in the classroom as formative assessment tools.
3. describe multiple ways to allow students to demonstrate what they know and what they have learned in one topic or content area.

Session #7: Research: Feedback

1. explain the role of feedback in learning and its impact on student achievement
2. describe the features that distinguish feedback that

		<p>increases students learning from feedback that has little or no effect on learning.</p> <p>Session #8: Models: Distinguishing Between Descriptive and Evaluative</p> <ol style="list-style-type: none"> 1. explain the impact of feedback on student achievement 2. distinguish between different types of feedback 3. analyze different example of feedback and determine how effective they might be in improving student learning and closing the achievement gap
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Indicator	IF03 - Professional development for teachers includes observations by the principal related to indicators of effective teaching and classroom management. (67)		
Status	Objective Met 2/15/2011		
Assessment	Level of Development:	Initial: Limited Development 11/22/2010	
		Objective Met - 02/15/2011	
	Index:	6	(Priority Score x Opportunity Score)
	Priority Score:	2	(3 - highest, 2 - medium, 1 - lowest)
	Opportunity Score:	3	(3 - relatively easy to address, 2 - accomplished within current policy and budget conditions, 1 - requires changes in current policy and budget conditions)
	Describe current level of development:	Indicators related to effective teaching and classroom management will be shared with teachers. Teachers will receive feedback and continued support if necessary.	
Plan	Assigned to:	Melissa Deak	
	Added:	11/22/2010	
	How it will look when fully met:	Effective teaching resulting in improved student performance on standards-based assessments will be evidenced by data collected quarterly. Effective classroom management will result in more instructional time being spent with students on task. This should also reduce the number of student referrals.	
	Target Date:	06/16/2011	
	Tasks:		
	1. Classroom observations will be conducted with the use of an observation tool to determine whether effective instructional practices are being employed.		
	Assigned to:	Melissa Deak	
	Added date:	11/22/2010	
	Target Completion Date:	12/22/2010	
	Comments:	Use of a rubric will ensure that the indicators are observed in all classes. 2/15/2011 Division Coaches and administration observation of teachers is ongoing. The observations result in professional development, coaching and other corrective action and feedback.	

		Task Completed:	02/15/2011
Implement	Percent Task Complete:		
	Objective Met:		2/15/2011 1/1/0001
	Experience:		2/15/2011 Members of administration and the coaching team have conducted observations. Examples of effective teaching are communicated, while teachers in need are given pertinent feedback. We were surprised in our initial observations because of the inconsistencies we observed. After re-stating and explaining expectations, we observed more effective practices. Teachers were partnered with instructional coaches, one team teaching model was employed (and monitored by our division level Inclusion Specialists).
	Sustain:		2/15/2011 Professional development will continue, collaborations between teachers and instructional coaches will continue throughout the year.
	Evidence:		2/15/2011 The Action Plan is pasted below. It was formulated in response to the observations and it was determined that all staff members would benefit from this training. Action Plan for Teach First Training – Jefferson-Houston Elementary School Session 1&2: Research: Formative and Summative Assessment; Models: Looking at Formative Assessment in Action 1. Explain what summative and formative assessments are, and how their features and their purposes differ. 2. Describe some of the ways in which each kind of assessment impacts student learning. 3. Identify essential steps of formative assessments when analyzing an example of classroom practice. Follow up – sharing expert information Session #3: Incorporating Formative Assessment Strategies in Lesson Plans 1. develop a lesson plan that includes formative assessment techniques 2. identify student evidence of the effectiveness of the techniques used in the lesson Session #4: Assessing the Impact of Formative Assessment on Learning 1. Analyze different examples of assessment and student work and determine how effective assessments were in improving student learning 2. identify ways to improve the effectiveness of their assessments for increasing student learning Session #5: Research: Checking for Understanding 1. summarize research on the importance of oral language, questioning, and writing in increasing students' understanding

		<p>of content</p> <p>2. provide a rationale for how the use of oral language, questioning and writing can be effective in checking students' understanding of content concepts</p> <p>Session #6: Examining Checking for Understanding Techniques</p> <p>1. provide an explanation of how checking for understanding techniques foster effective teaching, help students to take responsibility for their own learning, and create multiple ways to demonstrate learning</p> <p>2. describe a variety of techniques for checking for understanding including their purpose and how the technique can be employed in the classroom as formative assessment tools.</p> <p>3. describe multiple ways to allow students to demonstrate what they know and what they have learned in one topic or content area.</p> <p>Session #7: Research: Feedback</p> <p>1. explain the role of feedback in learning and its impact on student achievement</p> <p>2. describe the features that distinguish feedback that increases students learning from feedback that has little or no effect on learning.</p> <p>Session #8: Models: Distinguishing Between Descriptive and Evaluative</p> <p>1. explain the impact of feedback on student achievement</p> <p>2. distinguish between different types of feedback</p> <p>3. analyze different example of feedback and determine how effective they might be in improving student learning and closing the achievement gap</p>
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Indicator	IF04 - Professional development for teachers includes observations by peers related to indicators of effective teaching and classroom management. (68)		
Status	In Plan / No Tasks Created		
Assessment	Level of Development:	Initial: Limited Development 10/18/2011	
	Index:	4	(Priority Score x Opportunity Score)
	Priority Score:	2	(3 - highest, 2 - medium, 1 - lowest)
	Opportunity Score:	2	(3 - relatively easy to address, 2 - accomplished within current policy and budget conditions, 1 - requires changes in current policy and budget conditions)
	Describe current level of development:	Professional Development is currently includes: training sessions, collaborative sessions with feedback and opportunities to co-plan and co-teach with the instructional coach.	
Plan	Assigned to:	Not yet assigned	

Indicator	IF08 - Professional development for the whole faculty includes assessment of strengths and areas in need of improvement from classroom observations of indicators of effective teaching. (72)		
Status	Tasks completed: 0 of 4 (0%)		
Assessment	Level of Development:	Initial: Limited Development 10/07/2011	
	Index:	3	(Priority Score x Opportunity Score)
	Priority Score:	3	(3 - highest, 2 - medium, 1 - lowest)
	Opportunity Score:	1	(3 - relatively easy to address, 2 - accomplished within current policy and budget conditions, 1 - requires changes in current policy and budget conditions)
	Describe current level of development:	Administration worked with the LEA to designate funds to pay for professional development throughout the year. We will receive this training as a result of the following: test scores, areas of weakness, teacher survey and principal observation. As training modules are delivered, teachers and classrooms are observed for evidence of implementation.	
Plan	Assigned to:	Rosalyn Rice-Harris	
	Added:	10/07/2011	
	How it will look when fully met:	All teachers will participate in all relevant training throughout the year resulting in a reduced number of teachers needing coaching support after classroom observations.	
	Target Date:	05/01/2012	
	Tasks:		
	1. Teachers will participate in the first two modules of the Curriculum Rollout. All teachers will complete tasks associated with each module and demonstrate practices learned.		
	Assigned to:	Andrea Heckel	
	Added date:	10/07/2011	
	Target Completion Date:	10/10/2011	
	Comments:	Andrea Heckel (Curriculum/Instruction Coach) will schedule dates and times to meet with grade level and subject area teams to deliver training and discussions.	
	2. Yearly learning goals are set for the school by the Leadership Team, utilizing student learning data. (104) IID06		
	Assigned to:	Rosalyn Rice-Harris	
	Added date:	10/07/2011	
	Target Completion Date:	10/14/2011	
	Comments:	The Leadership Team has identified goals for the school. Each member of the team will report objectives, dates, teams and in process metrics for each objective.	
	3. Administrative Team and Instructional Coach will conduct multiple walk-throughs and observations in classrooms using the Implementation Indicator Sheet to record the observations.		
	Assigned to:	Andrea Heckel	
	Added date:	10/12/2011	

		Target Completion Date:	10/03/2011
		Comments:	Our instructional coach has met with the principal and assistant principal of instruction to establish inter-rater reliability by conducting joint walk-throughs.
		4. All teams operate with work plans for the year and specific work products to produce. (ID03) (38)	
		Assigned to:	Ginja Canton
		Added date:	10/12/2011
		Target Completion Date:	06/14/2012
		Comments:	Refer to the SEP to view plan timelines and a list of identified work products in the column labeled "In-process Metric"
Implement		Percent Task Complete:	Tasks completed: 0 of 4 (0%)

Curriculum, Assessment, and Instructional Planning

Engaging teachers in aligning instruction with standards and benchmarks

Indicator	IIA01 - Instructional Teams develop standards-aligned units of instruction for each subject and grade level. (88)		
Status	Objective Met 5/25/2011		
Assessment	Level of Development:	Initial: Limited Development 08/13/2010	
		Objective Met - 05/25/2011	
	Index:	9	(Priority Score x Opportunity Score)
	Priority Score:	3	(3 - highest, 2 - medium, 1 - lowest)
	Opportunity Score:	3	(3 - relatively easy to address, 2 - accomplished within current policy and budget conditions, 1 - requires changes in current policy and budget conditions)
	Describe current level of development:	Teachers work in grade level teams to discuss and plan various instructional activities. The focus will need to center on grade level teams developing units (three to six weeks) of study that will tie the contents together. Enhanced learning needs to be a focus of the planning. Grade level units plans will be presented to the Alternative Governance Committee for approval.	
Plan	Assigned to:	Kimberley Graves	
	Added:	08/14/2010	
	How it will look when fully met:	The teams will build the taught curriculum from learning standards, curriculum guides, and a variety of resources, including textbooks, other commercial materials, and teacher-created activities and materials. The teams will organize the curriculum into unit plans that will guide instruction for all students and for each student. The unit of instruction will be typically three to six weeks of work within a subject area for a	

		particular grade level or course sequence. The plan will be shared by all the teachers who teach the subject and grade level.
	Target Date:	10/30/2010
	Tasks:	
	1. Teachers working in teams will build the taught curriculum from learning standards, curriculum guides, and a variety of resources, including textbooks, other commercial materials, and teacher-created activities and materials.	
	Assigned to:	Kimberley Graves
	Added date:	08/14/2010
	Target Completion Date:	05/30/2010
	Comments:	8/17/2010: All instructional material and resources that will be used during the 3-6 weeks period must be included in the units. This should include any off-level and advanced material as well. The completion date reflects a year long process. 5/3/2011: Instructional staff has received International Baccalaureate Unit Planning training. Each grade level has begun instruction of at least one PYP unit.
	Task Completed:	05/03/2011
	2. The unit plans will be created to assure that students master standards-based objectives and also provide opportunities for enhanced learning.	
	Assigned to:	Kimberley Graves
	Added date:	08/14/2010
	Target Completion Date:	05/30/2011
	Comments:	8/17/2010: It is important for the teachers to understand that differentiated instruction (advanced and targeted students) must be a consideration in developing their unit. 5/03/2011: Unit plans have been created and evaluated. They offer instruction that integrates more than one subject in our curriculum.
	Task Completed:	05/02/2011
	3. Specific time (s) will be designated in the school-wide schedule for the instructional teams to work on their units.	
	Assigned to:	Kimberley Graves
	Added date:	08/15/2010
	Target Completion Date:	09/30/2010
	Comments:	08/17/2010: It would help to ensure the teachers that they will have ample planning time to develop their units. Attempting to make a common planning period in the schedule also helps with this process. 05/03/2011: Teachers received training during their planning periods and had an opportunity to meet with an IB consultant. Full day professional development was attended by a majority of our staff.
	Task Completed:	05/03/2011

Implement	Percent Task Complete:	
	Objective Met:	5/25/2011 1/1/0001
	Experience:	5/25/2011 Creating a grade level unit required teachers to plan collaboratively. Some teachers were very comfortable with this approach, but others found it hard. Administration restated the expectation and provided support in the form of instructional coaches.
	Sustain:	5/25/2011 We will review our PYP and MYP units for opportunities.
	Evidence:	5/25/2011 W can use ROSworks to create reading passages and questions.

Curriculum, Assessment, and Instructional Planning

Engaging teachers in assessing and monitoring student mastery

Indicator	IIB02 - Unit pre-tests and post-tests are administered to all students in the grade level and subject covered by the unit of instruction. (92)		
Status	Objective Met 5/25/2011 10/7/2011		
Assessment	Level of Development:	Initial: Limited Development 08/13/2010	
		Objective Met - 05/25/2011 10/07/2011	
	Index:	9	(Priority Score x Opportunity Score)
	Priority Score:	3	(3 - highest, 2 - medium, 1 - lowest)
	Opportunity Score:	3	(3 - relatively easy to address, 2 - accomplished within current policy and budget conditions, 1 - requires changes in current policy and budget conditions)
	Describe current level of development:	A formal, consistent pattern of using pre-tests to gage student knowledge is not in place. Teachers individually have methods of recording student mastery however there is not a school-wide process in place of maintaining a student profile which will contain all data in reference to individual students. Development of pre-test by use of a program or teacher-made assessments will need to be established. The instructional team (content leaders) will need to initiate the development of unit test. Time will need to be provided for teachers to vertically plan.	
Plan	Assigned to:	Kimberley Graves	
	Added:	08/14/2010	
	How it will look when fully met:	A benchmark assessment (released SOL) will be administered to all students before and after the unit of instruction. The test is constructed to give teachers a good idea of a student's current level of mastery of the objectives without taking a great amount of time to administer. In addition, it serves a pretest to give teachers data to aid in lesson planning.	

	Target Date:	05/24/2011
	Tasks:	
	1. Teachers will be trained in the appropriate use of formative assessments to determine students' needs.	
	Assigned to:	Kimberley Graves
	Added date:	08/14/2010
	Target Completion Date:	10/30/2010
	Comments:	8/17/2010: DOE formative assessment component should be used to assist with this endeavor. 3/16/2011: Staff members have been trained on the use of formative assessment and its role in planning instruction. 4 modules have been completed. Staff members are submitting artifacts to our instructional coaches. The coaches also consult with them during planning periods to support specific needs. Ongoing.
	Task Completed:	05/01/2011
	2. Individual teachers and the Leadership team will utilize the released SOL tests as part of the formative assessments to assist in making instructional decisions in the classroom as well as school-wide.	
	Assigned to:	Kimberley Graves
	Added date:	08/14/2010
	Target Completion Date:	05/30/2011
	Comments:	8/17/2010: All data must be considered when making instructional decisions at all levels in the school community. 11/23/2011: Benchmark assessments were given in all grades. At-promise students were identified and plans for grouping and instruction were planned and implemented. 1/21/2011: Released SOL testing completed in grades 3-7. Benchmark assessments were given in all grades. At-promise students were identified and plans for grouping and instruction were planned and implemented. 3/16/2011: Released SOL testing completed in grades 3-7. Benchmark assessments were given in all grades. At-promise students were identified and plans for grouping and instruction were planned and implemented. Three data points have been collected in addition to formative and summative assessments given by the homeroom teachers.
	Task Completed:	03/16/2011
	3. All teachers will maintain a record of each student's mastery of specific learning objectives.	
	Assigned to:	Kimberley Graves
	Added date:	08/14/2010
	Target Completion Date:	05/30/2011
	Comments:	8/17/2010: A monitoring sheet to maintain the mastery level

			<p>of each student should be developed for each unit. These mastery sheets should be an intricate part of the instructional teams' meetings.</p> <p>05/25/2011: The checklists are required in the primary grades, but will be completed for the entire elementary school. One copy will be filed in the students' cum folder and a second copy will be managed by the school improvement coach who will distribute them to the appropriate teacher at the beginning of the 2011-2012 school year.</p>
		Task Completed:	05/25/2011
		4. The teachers will create learning objectives that are targeted to the student's level of mastery and aligned with the objectives included in the unit plan.	
		Assigned to:	Kimberley Graves
		Added date:	08/14/2010
		Target Completion Date:	05/30/2011
		Comments:	<p>8/17/2010; Teachers' lesson plans and team meeting minutes should reflect all attempts to addressing the students' mastery levels.</p> <p>05/25/2011: IAPs and mastery checklists are being used to document student progress and mastery of identified goals. The mastery checklists are being completed and they will be consulted in creating a placement for the students in the 2011-2012 school year.</p>
		Task Completed:	05/25/2011
		5. Teachers will provide enhanced objectives for students achieving early mastery.	
		Assigned to:	Kimberley Graves
		Added date:	08/14/2010
		Target Completion Date:	05/30/2011
		Comments:	<p>8/17/2010: Evidence of teachers planning and providing differentiated instruction to address all students needs in the classroom must always be observed.</p> <p>5/25/2011: Administration and instructional coaches conducted walkthroughs and observations which they followed up with feedback. The trends were shared with the leadership team and follow-up walkthroughs and observations were conducted after coaching took place. Some of our teachers continue to need assistance in providing differentiated instruction to our students. We are exploring professional development opportunities in the area of Differentiating Instruction.</p>
		Task Completed:	05/25/2011
		6. Parents will be notified of the school's progress.	
		Assigned to:	Kimberley Graves
		Added date:	08/14/2010
		Target Completion Date:	05/30/2011
		Comments:	8/17/2010: Parents should be informed of their child's progress all during the year.

			5/25/2011: Parents are notified in many ways (appropriate to their age and grade level). Including, but not limited to: report cards, progress reports, conferences, phone conferences, parent nights
		Task Completed:	10/07/2011
Implement	Percent Task Complete:		
	Objective Met:		5/25/2011 10/7/2011
	Experience:		<p>5/25/2011 We used the ROSworks program to identify passages, tests and released SOL tests that could be used with our students. The reports yielded detailed data that allowed us to dissect student performance as well as trends at the grade level or schoolwide. A document was created to show students performance in each class and a second document should grade level performance including scorebands for students approaching the passing benchmark.</p> <p>10/7/2011 This objective is not being addressed in the same manner this school year.</p>
	Sustain:		<p>5/25/2011 We will begin using the program at the very beginning of the year and task our instructional support staff (coaches), with compiling unit assessments that can become our testing library, eliminating the need to reinvent the assessments next year.</p> <p>10/7/2011 This objective is not being addressed in the same manner this school year.</p>
	Evidence:		<p>5/25/2011 Administrators can monitor use and data reports on the ROSworks program. Below is one table that was created for the specific purpose of showing the range of student performance.</p> <p>Reading Trends Grade level Comprehend Printed Material Use Word Analysis Strategies % Pass Rate (Goal= 89%) Jan. Benchmark Assessment 2nd Qtr. Released SOL 3rd Qtr. Released SOL Scoreband 350-399 Scoreband 300-349 2010 % > = 30 % > = 30 3rd 50.0% 32.1% 39.3% 23% 35% 11/31 (0 Ab) 48% 14/29 (2 Ab) 21% 6/29 (2 Ab) 24% 7/29</p>

	<p>(2 Ab) 4th 78.3% 56.5% 78.3% 10% 36% 14/39 (0 Ab) 49% 19/39 (0 Ab) 28% 11/39 10/35=29% (0 Ab) 21% 8/39 6/35=17% (0 Ab) 5th 81.8% 77.3% 72.7% 50% 54% 7/13 (3 Ab) 29% 9/31 (2 Ab) 19% 6/31 (2 Ab) 55% 17/31 (0 Ab) 6th 82.6% 73.9% 82.6% 6% 57% 17/30 (0 Ab) 40% 12/26 (4 Ab) 19% 5/26 (4 Ab) 12% 3/26 (4 Ab) 7th N/A N/A N/A 25% 75% 12/16 (0 Ab) 75% 12/16 (0 Ab) 19% 3/16 (0 Ab) 6% 1/16 (0 Ab) 10/7/2011 This objective is not being addressed in the same manner this school year.</p>
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Indicator	IIB04 - Teachers individualize instruction based on pre-test results to provide support for some students and enhanced learning opportunities for others. (94)
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Status	Tasks completed: 0 of 5 (0%)
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Assessment	Level of Development:	Initial: Limited Development 10/07/2011	
	Index:	4	(Priority Score x Opportunity Score)
	Priority Score:	2	(3 - highest, 2 - medium, 1 - lowest)
	Opportunity Score:	2	(3 - relatively easy to address, 2 - accomplished within current policy and budget conditions, 1 - requires changes in current policy and budget conditions)
	Describe current level of development:	Teachers are using pre-assessments to plan and modify lessons based on student understanding. This indicator is reflected on the the walk-through checklist used at our school.	
Plan	Assigned to:	Andrea Heckel	
	Added:	10/18/2011	
	How it will look when fully met:	Teachers will use the test data to differentiate instruction where necessary and to monitor student growth toward mastery objectives on the ACPS Curriculum Guides.	
	Target Date:	03/01/2012	
	Tasks:		
	1. Teachers will receive training in the use of the new curriculum guides, modules 1-4.		
	Assigned to:	Andrea Heckel	
	Added date:	10/18/2011	
	Target Completion Date:	12/16/2011	
	Comments:	Teachers will complete reflection questions after each module and post responses to blackboard.	
	2. Teachers will receive training on the use of the ROSworks assessment program.		
	Assigned to:	Ginja Canton	
	Added date:	10/18/2011	
	Target Completion Date:	11/01/2011	
	Comments:	Identify a time to provide training for new staff members and anyone requiring a refresher on use of the program. 11/3/2011 Terri Creasy of ROSworks will provide training on use of the program in a school-based workshop available after school to all staff members.	
	3. Teachers will use pre-tests to modify instruction as needed and evidenced by data.		
	Assigned to:	Helena Payne	
	Added date:	10/18/2011	
	Target Completion Date:	10/31/2011	
	Comments:	Lesson plans will reflect the use of pre-tests and the resulting differentiation of lessons for students as needed.	
	4. Pre-test data will be used for flexible and instructional grouping to provide interventions and enrichment learning opportunities.		
	Assigned to:	Kermit Burks	
	Added date:	10/18/2011	

		Target Completion Date:	11/01/2011
		Comments:	SRI and SMI data can be accessed by Kermit Burks, Stacey Kennedy and Ginja Canton to identify students in need of interventions at this time. Progress monitoring in all subject areas will allow us to modify groupings and instruction as necessary. For students in need of enrichment opportunities, teachers can be referred to Instructional Coach, Andrea Heckel and TAG Teacher, Tiffany Scartz.
	5. VA07 Staff members will pre-plan and identify the type of evidence of learning they will gather from students. (1606)		
		Assigned to:	Andrea Heckel
		Added date:	10/31/2011
		Target Completion Date:	12/22/2011
		Comments:	Lesson Plans should reflect any additional areas of instruction needed to help students successfully complete transfer tasks.
Implement	Percent Task Complete:		Tasks completed: 0 of 5 (0%)

Curriculum, Assessment, and Instructional Planning			
Engaging teachers in differentiating and aligning learning activities			
Indicator	IIC03 - Materials for standards-aligned learning activities are well-organized, labeled, and stored for convenient use by teachers. (98)		
Status	Objective Met 5/25/2011		
Assessment	Level of Development:	Initial: Limited Development 08/13/2010	
		Objective Met - 05/25/2011	
	Index:	9	(Priority Score x Opportunity Score)
	Priority Score:	3	(3 - highest, 2 - medium, 1 - lowest)
	Opportunity Score:	3	(3 - relatively easy to address, 2 - accomplished within current policy and budget conditions, 1 - requires changes in current policy and budget conditions)
	Describe current level of development:	The use of formative assessments should dictate the development of instructional plans for individual students. Teachers will need to explore the efficient use of formative assessments in measuring student learning.	
Plan	Assigned to:	Kimberley Graves	
	Added:	08/14/2010	
	How it will look when fully met:	Teachers will accept responsibility for teaching their students and believe that their students are capable of learning. They will re-teach if necessary and alter materials as needed. The teachers will organize their learning environments and use group management approaches effectively to maximize time students spend engaged in lessons. All materials needed for instruction will be organized and will be conveniently	

		accessible for the teachers and students.
	Target Date:	10/30/2010
	Tasks:	
	1. The teachers will monitor each student's progress and provide feedback and remedial instruction and material as needed, making sure students achieve mastery.	
	Assigned to:	Kimberley Graves
	Added date:	08/14/2010
	Target Completion Date:	05/30/2010
	Comments:	8/17/2010: Good organization of learning materials and activities (good lesson plans) can assist with this task. 1/28/2011: In accordance with our schoolwide, strategic plan, we have identified students based on need and created Individual Achievement Plans for each one. Admisitration, School Improvement Coach, Reading Specialists and Grade level teachers meet weekly to analyze data on student performance in all SOL-tested subject areas. Resources and personnel are assigned to students based on this information.
	Task Completed:	01/28/2011
	2. The teachers will utilize student data (formal and informal) to alter materials and strategies to meet the needs of the students if necessary.	
	Assigned to:	Kimberley Graves
	Added date:	08/14/2010
	Target Completion Date:	05/30/2011
	Comments:	8/17/2010: Monitoring of this task can be done through classroom observations and individual teacher conferences. 1/28/2011: Curriculum Maps were designed and lesson plans are adjusted based on the data shared in our weekly data meetings. We adjust resources and personnel to meet the students' learning needs 05/25/2011: Our remaining data meetings are dedicated to student placement for the upcoming school year. We will look at our mastery checklists to guide our decisions.
	Task Completed:	05/25/2011
	3. Teachers will allocate most of their available time to instruction and attempt to decrease the amount of time spent on non-instructional activities.	
	Assigned to:	Kimberley Graves
	Added date:	08/14/2010
	Target Completion Date:	05/30/2010
	Comments:	8/17/2010: Classroom observations and reviewing of lesson plans will assist in monitoring this task. 1/28/2011: Observations by the Reading Coaches and administration show that students spend most of the classroom time on meaningful, standards-based group activities or independent activities. 5/25/2011: This continues to be a challenge as our school pursues International Bacculaureate status. The IB program encourages teachers to take an inquiry-based approach to

			content and concepts. The program allows students and teachers to explore relationships taking an inter-disciplinary approach. Some units address the state standards, but extend learning opportunities. The extension can be a great thing, but it may take instructional time away from tested standards.
		Task Completed:	05/25/2011
		4. The teachers will organize their learning environment and use group management approaches effectively to maximize time students spend engaged in lessons.	
		Assigned to:	Kimberley Graves
		Added date:	08/14/2010
		Target Completion Date:	05/30/2010
		Comments:	8/17/2010: Appropriate use of student data during instructional planning will assist with this task. 10/29/2010: Staff trained in use of PBIS behavior management practices. 1/28/2011: Based on compiled data (provided weekly at data meetings), small groups have been created in each grade level to meet student's learning needs primarily in Reading and Math. 2/4/2011: Primary teachers will attend VDOE and VAESP training on grouping and instruction. 5/25/2011: Observations led to feedback and coaching sessions to ensure that ALL of our teachers maximize instructional opportunities. We restricted pull-out instructional groups where possible, in favor of the push-in approach. This reduced transition time, and increased small group instruction and student engagement.
		Task Completed:	05/25/2011
		5. Teachers will move through the curriculum rapidly but in small steps that minimize student frustration and allow continuous progress.	
		Assigned to:	Kimberley Graves
		Added date:	08/14/2010
		Target Completion Date:	05/30/2010
		Comments:	8/17/2010: The Academic Coach and administrator may assist in providing feedback to teachers concerning their instructional approaches/strategies. Although the completion date is in May, the process should begin immediately and monitored all during the year. 11/02/2010: Walk-throughs and informal observations have been made by coaches and administration. Formal observations by administration have begun. 1/28/2011: Teachers collaborated with division coaches to turn in curriculum maps for the second and third quarters of the school year. These maps reflected rapid pacing with opportunities for reteaching or remediation where necessary.
		Task Completed:	01/28/2011
		6. Following instruction, the teachers will provide opportunities by having materials easily accessible for students to practice and utilize for learning.	

		Assigned to:	Kimberley Graves
		Added date:	08/14/2010
		Target Completion Date:	05/30/2010
		Comments:	8/18/2010: Ensuring that instructional materials have designated places in the entire school and classrooms is an important organizational skill that must be maintained throughout the school year to assist in improving student learning. 5/25/2011: As new aterial s arrived, information on access was shared with the relevant staff members including the office staff.
		Task Completed:	05/25/2011
Implement	Percent Task Complete:		
	Objective Met:		5/25/2011 1/1/0001
	Experience:		5/25/2011 Lesson plans are turned in weekly for review by administration. Instructional coaches have access to teaches to assist in designing lesson plans.
	Sustain:		5/25/2011 We have created folders on Blackboard where teachers will submit lesson plans as an 'assignment' and the plans can be reviewed and feedback can be provided in writing. Long range lesson planning with use of the curriculum map will allow teachers to view opportunities in instruction. Viewing the plans nine weeks at a time allows for better management and organization of instructional tools and other resources.
	Evidence:		5/25/2011 N/A

Curriculum, Assessment, and Instructional Planning

Assessing student learning frequently with standards-based assessments

Indicator	IID06 - Yearly learning goals are set for the school by the Leadership Team, utilizing student learning data. (104)		
Status	Objective Met 10/7/2011		
Assessment	Level of Development:		Initial: Limited Development 08/13/2010
			Objective Met - 10/07/2011
	Index:		6 (Priority Score x Opportunity Score)
	Priority Score:		3 (3 - highest, 2 - medium, 1 - lowest)
	Opportunity Score:		2 (3 - relatively easy to address, 2 - accomplished within current policy and budget conditions, 1 - requires changes in current policy and budget conditions)
	Describe current level of development:		The Alternative Governance Committee is functional and will take on an active role in measuring periodic assessments,

		approving unit plans, monitoring student profiles and analyzing and using results to plan instruction. Teams will monitor the achievement of subgroups and report findings to the Alternative Governance Committee.
Plan	Assigned to:	Melissa Deak
	Added:	08/14/2010
	How it will look when fully met:	Operational data will be organized and brought together succinctly, in one report so that the Leadership Team can put the pieces together and judge the merits of the undertaking. Based on the data, the Alternative Governance Team and the Leadership Team will establish yearly learning goals.
	Target Date:	09/30/2010
	Tasks:	
	1. Assessments will be administered to measure student readiness for algebra/DRA placement tests for 6th graders at the start of the year.	
	Assigned to:	Kimberley Graves
	Added date:	08/14/2010
	Target Completion Date:	10/30/2010
	Comments:	8/17/2010: Assessment should be used to plan math instruction and the use of remedial resources.
	Task Completed:	10/07/2011
	2. The compiled math and reading data will be disaggregated for subgroups (AYP) information.	
	Assigned to:	Kimberley Graves
	Added date:	08/14/2010
	Target Completion Date:	10/30/2010
	Comments:	8/17/2010: AYP subgroups must be considered in all data/instructional meetings to assure that each subgroup needs are met.
	Task Completed:	10/30/2010
	3. The Leadership Team will analyze data by school level to plan specific strategies for areas that need school-wide improvement to meet AYP and state standards.	
	Assigned to:	Kimberley Graves
	Added date:	08/14/2010
	Target Completion Date:	09/30/2010
	Comments:	8/17/2010: All staff members and students should be involved with and informed of the school level data.
	Task Completed:	09/30/2010
	4. Leadership team and instructional team will analyze data by classroom level to focus on teachers' instructional strengths and weaknesses.	
	Assigned to:	Kimberley Graves
	Added date:	08/14/2010
	Target Completion Date:	05/30/2011

		Comments:	8/17/2010: This data should also be used to determine professional development for teachers in the school. 5/25/2011: The testing data revealed strengths and weaknesses among our teachers and allowed us to make the necessary adjustments. For example, one teacher in a grade level might require a team teaching approach with a lot of additional push in support throughout the day.
		Task Completed:	05/25/2011
	5. Each teacher will analyze data at the student level to focus on instructional needs of individual students as well as at the class level.		
		Assigned to:	Ginja Canton
		Added date:	08/14/2010
		Target Completion Date:	10/30/2010
		Comments:	8/17/2010: It is critical that the data is accessible to all staff members and that they are able to interpret the data. 3/16/2011: Data has been presented to the Leadership Team and entire staff. All staff members are updated as students completed released SOL tests. We note the growth and areas for opportunity. All staff members are involved in sharing data and creating opportunities to support all of our students. 4/28/2011: Data has consistently been presented and analyzed at weekly grade level meetings in addition to monthly Leadership meetings. Student performance is also posted for the benefit of the entire school community.
		Task Completed:	04/28/2011
	6. SOL results will be used by the Leadership team, instructional team and individual teachers to assist in determining whether the standards are being taught and if the instructional methods for teaching the standards are effective.		
		Assigned to:	Kimberley Graves
		Added date:	08/14/2010
		Target Completion Date:	05/30/2011
		Comments:	8/17/2010: It is important to ensure that data is disaggregated appropriately for the staff and that they are able to understand the data. 4/28/2011: Data has consistently been presented and analyzed at weekly grade level meetings in addition to monthly Leadership meetings. Student performance is also posted for the benefit of the entire school community. This data is used to create, monitor and modify student instructional settings and groupings.
		Task Completed:	04/28/2011
	7. Embedded assessments that are aligned to objectives with criteria for mastery will be used to enable the teachers to check mastery with the context of instruction.		
		Assigned to:	Kimberley Graves
		Added date:	08/14/2010
		Target Completion Date:	11/30/2010
		Comments:	8/17/2010: A class mastery list template should be given to each teacher to assist in monitoring student mastery.

			1/28/2011: We have implemented the use of formative assessments for this purpose. Our staff began receiving professional development on the subject, with the expectation that observations will take place and evidence must be provided. 4/28/2011: Observations, evidence and feedback have been used to provide ongoing support to teachers.
		Task Completed:	04/28/2011
	8. Periodic assessments will be administered four times a year to enable the teachers and teams to see how students are progressing.		
		Assigned to:	Kimberley Graves
		Added date:	08/14/2010
		Target Completion Date:	05/30/2011
		Comments:	8/17/2010: Assessment should reflect pacing guide, SOL and DOE Blue Print. 4/28/2011: Benchmark assessments have been administered every quarter this year. Initially, we used the division approved unit assessments in each subject area. By the second quarter, we felt that the data gained from the administration of released SOL tests would provide more meaningful data. That data could then be used to adjust our curriculum map, pacing and lesson plans.
		Task Completed:	04/28/2011
	9. All existing data will be compiled and analyzed among grade levels and the leadership team. A one pager will show pass/fail rates by grade level and subject area.		
		Assigned to:	Kimberley Graves
		Added date:	08/14/2010
		Target Completion Date:	09/30/2010
		Comments:	8/17/2010: Annual assessment should include SOL data and Quarterly Analysis Report. 9/24/2010: A one pager (School Trends) was created and shared with staff. 5/25/2011: This document was updated to include the most recent testing data. It was redistributed and analyzed by the Leadership Team and staff. The data was also shared with students.
		Task Completed:	05/25/2011
Implement	Percent Task Complete:		
	Objective Met:		10/7/2011 1/1/0001
	Experience:		10/7/2011 This objective is not being addressed in the same manner this school year.
	Sustain:		10/7/2011 This objective is not being addressed in the same manner this school year.
	Evidence:		10/7/2011 This objective is not being addressed in the same manner this school year.

Classroom Instruction

Expecting and monitoring sound instruction in a variety of modes

Indicator	IIIA09 - All teachers clearly state the lesson's topic, theme, and objectives. (118)		
Status	Objective Met 5/25/2011		
Assessment	Level of Development:	Initial: Limited Development 08/13/2010	
		Objective Met - 05/25/2011	
	Index:	9	(Priority Score x Opportunity Score)
	Priority Score:	3	(3 - highest, 2 - medium, 1 - lowest)
	Opportunity Score:	3	(3 - relatively easy to address, 2 - accomplished within current policy and budget conditions, 1 - requires changes in current policy and budget conditions)
	Describe current level of development:	Addressing a consistent path on instructional delivery will be beneficial to student achievement. The outline of what should occur during instructional delivery. The expectations listed are researched based, clear and distinctly describe how all lessons should be developed.	
Plan	Assigned to:	Kimberley Graves	
	Added:	08/14/2010	
	How it will look when fully met:	The teachers will plan whole class instruction at key points within the unit of instruction, typically devoting at least some time each day to whole-class instruction in each subject. The presentation stage will include three phases: 1) The teacher will introduce the new lesson, connecting it to the previous one and to prior learning; 2) The teacher will develop interest in the new topic; and 3) The teacher will directly track the new lesson. In introducing the new lesson, the teacher will clearly delineate what the students will learn and what will be expected of them.	
	Target Date:	09/30/2010	
	Tasks:		
	1. The teachers will introduce the new lesson connecting it to the previous lesson and to prior learning.		
	Assigned to:	Kimberley Graves	
	Added date:	08/14/2010	
	Target Completion Date:	09/30/2010	
	Comments:	8/17/2010: Classroom observations and lesson plans will assist in monitoring this task. 5/25/2011: Observations continued with feedback and coaching provided to teachers.	
	Task Completed:	05/25/2011	

	2. The teacher will use student data to make wise decisions in the use of various instructional techniques.
	Assigned to: Kimberley Graves
	Added date: 08/14/2010
	Target Completion Date: 09/30/2010
	Comments: 8/17/2010: Student data, classroom observations, and lesson plans will assist in monitoring this task.
	Task Completed: 01/28/2011
	3. The teacher will directly teach the new lesson, clearly delineating what the students will learn and what will be expected of them.
	Assigned to: Kimberley Graves
	Added date: 08/14/2010
	Target Completion Date: 09/30/2010
	Comments: 8/17/2010: Task should be monitored using classroom observations. 1/28/2011: Evidence is reflected in classroom walk-throughs, observations and lesson plans.
	Task Completed: 01/28/2011
	4. The teachers will use all available student data to develop instructional plans.
	Assigned to: Kimberley Graves
	Added date: 08/14/2010
	Target Completion Date: 09/30/2010
	Comments: 8/17/2010: Task can be monitored by reviewing lesson plans. 1/28/2011: Evidenced by lesson plans and instructional plans created during weekly data meetings.
	Task Completed: 01/28/2011
	5. The teachers will ensure that some time each day will be devoted to whole class instruction in each subject.
	Assigned to: Kimberley Graves
	Added date: 08/15/2010
	Target Completion Date: 09/30/2010
	Comments: 8/17/2010: Monitoring of this task will entail classroom observations and the reviewing of lesson plans. 5/25/2011: Whole class instruction has taken place and was evidenced by lesson plans and observations. A bigger challenge is ensuring that direct instruction takes place during that time.
	Task Completed: 05/25/2011
	6. Teachers will have note/written plans to guide him/her during whole class instruction.
	Assigned to: Kimberley Graves
	Added date: 08/15/2010
	Target Completion Date: 09/30/2010

		Comments:	8/17/2010: Lesson plans should be submitted to a designee prior to implementation. 11/02/2010: Lesson plans are submitted weekly to administration. 1/28/2010: Objectives, topics and notes for students and teacher benefit can be found on the walls and the boards.
		Task Completed:	01/28/2011
	7. Teachers will employ the use of cues in activating students' prior knowledge and alerting students to important information.		
		Assigned to:	Kimberley Graves
		Added date:	08/15/2010
		Target Completion Date:	09/30/2010
		Comments:	8/17/2010: Some professional development in the use of cues may be necessary. The task can be monitored by classroom observation and lesson plans. 5/25/2011: We need professional development in this area. Instructional coaches have modeled strategies with teachers, some teachers have implemented these strategies as a result. This will be ongoing.
		Task Completed:	05/25/2011
Implement	Percent Task Complete:		
	Objective Met:		5/25/2011 1/1/0001
	Experience:		5/25/2011 We found that teachers had varying amounts of experience in this area. We conducted training with the end in mind. Teachers demonstrated a need for support and professional development in identifying objectives, and identifying expected students outcomes. Individual teachers showed mastery, but grade level units continue to be inconsistent. Collaborative planning has been a step in the right direction, but we will continue to provide professional development (by insructional coaches) throughout next school year.
	Sustain:		5/25/2011 We are working on a calendar that requires staff to attend professional development of learning community meeting every Tuesday afterschool.
	Evidence:		5/25/2011 Observation tools are kept by the principal, lesson plans are available upon request.

Classroom Instruction

Expecting and monitoring sound homework practices and communication with parents

Indicator **IIIB01 - All teachers maintain a file of communication with parents. (150)**

Status Tasks completed: 0 of 3 (0%)

Assessment Level of Development: Initial: **Limited Development** 10/12/2011

	Index:	4	(Priority Score x Opportunity Score)
	Priority Score:	2	(3 - highest, 2 - medium, 1 - lowest)
	Opportunity Score:	2	(3 - relatively easy to address, 2 - accomplished within current policy and budget conditions, 1 - requires changes in current policy and budget conditions)
	Describe current level of development:	Teachers maintain records of parents attending student-led conferences throughout the year.	
Plan	Assigned to:	Ginja Canton	
	Added:	10/12/2011	
	How it will look when fully met:	Teachers will be able to provide documentation of parent contact and involvement, specifically as it relates to academic performance and behavior.	
	Target Date:	03/09/2012	
	Tasks:		
	1. All teachers systematically report to parents the student's mastery of specific standards-based objectives. (IIIB06)		
	Assigned to:	Helena Payne	
	Added date:	10/12/2011	
	Target Completion Date:	03/09/2012	
	Comments:	Teachers can share student progress using interim reports, report cards and other approved methods. For example, during a parent conference, student mastery and non-mastery should be addressed and documented with parent signatures.	
	2. Parents will be notified of their options for school choice and Supplemental Education Services where applicable.		
	Assigned to:	Natalie Mitchell	
	Added date:	10/12/2011	
	Target Completion Date:	09/30/2011	
	Comments:	The Title 1 Director will send this communication directly to families.	
	3. Parents will be notified of our performance on the state's standardized tests as well as our current status in school improvement.		
	Assigned to:	Rosalyn Rice-Harris	
	Added date:	10/12/2011	
	Target Completion Date:	10/12/2011	
	Comments:	These items need to be reflected on the meeting agenda. All related, written notification will be collected by Ginja and filed with Title 1 documents.	
Implement	Percent Task Complete:	Tasks completed: 0 of 3 (0%)	

Indicator	IIIB06 - All teachers systematically report to parents the student's mastery of specific standards-based objectives. (155)
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Status	Objective Met 2/15/2011		
Assessment	Level of Development:		Initial: Limited Development 11/22/2010
			Objective Met - 02/15/2011
	Index:	4	(Priority Score x Opportunity Score)
	Priority Score:	2	(3 - highest, 2 - medium, 1 - lowest)
	Opportunity Score:	2	(3 - relatively easy to address, 2 - accomplished within current policy and budget conditions, 1 - requires changes in current policy and budget conditions)
	Describe current level of development:	Interim reports of student progress were sent home on _____. Report cards were reviewed during parent conferences with students and teachers during the week of Nov. 15- Nov. 19, 2010. Grades have been assigned based on students' mastery of grade level objectives.	
Plan	Assigned to:	Ginja Canton	
	Added:	11/22/2010	
	How it will look when fully met:	Records of communication will be kept by all teachers. Teachers will have a minimum of 2 parent conferences for each students per school year. Report cards and interim reports will include a narrative based on student mastery of grade level standards.	
	Target Date:	02/15/2011	
	Tasks:		
	1. 1st quarter report cards were reviewed during the week of Nov. 15-19, 2010.		
		Assigned to:	Kimberley Graves
		Added date:	11/22/2010
		Target Completion Date:	11/22/2010
		Comments:	Parent sign in sheets will be collected and turned in to the principal.
		Task Completed:	11/22/2010
	2. Parent conference logs, parent signatures on report cards and parent signatures on progress reports will be turned in to the front office.		
		Assigned to:	Ginja Canton
		Added date:	02/15/2011
		Target Completion Date:	02/15/2011
		Comments:	Signatures and records for the first and second quarters have been turned in to Ms. Evans in the front office.
		Task Completed:	02/15/2011
Implement	Percent Task Complete:		
	Objective Met:		2/15/2011 1/1/0001
	Experience:		2/15/2011

		All teachers have had at least two parent conferences, evidenced by parent signatures on sign-in sheets, parent/teacher/student comments in the conference forms and/or Individual Achievement Plans. By the end of the 2nd quarter, we have met this goal and exceeded it due to the development of IAPs and IEPs. Parents are required to meet with teachers and academic teams in order to complete these plans. Some teachers also send weekly communication of student performance on the standards that were taught in each week.
	Sustain:	2/15/2011 Our division has built conference days into our calendars and our 3rd quarter conference days are scheduled for the end of April. Progress reports go home halfway through each nine week grading period.
	Evidence:	2/15/2011 I'm not sure how we would document this. Our signatures and records are available in our school.

Formative Assessment			
Formative and Summative Assessments			
Indicator	VA07 - Staff members pre-plan and identify the type of evidence of learning they will gather from students. (1606)		
Status	In Plan / No Tasks Created		
Assessment	Level of Development:	Initial: Limited Development 10/31/2011	
	Index:	4	(Priority Score x Opportunity Score)
	Priority Score:	2	(3 - highest, 2 - medium, 1 - lowest)
	Opportunity Score:	2	(3 - relatively easy to address, 2 - accomplished within current policy and budget conditions, 1 - requires changes in current policy and budget conditions)
	Describe current level of development:	The new ACPS Curriculum Guides describe and allow students to demonstrate evidence of learning through transfer tasks at the end of each unit. Teachers have just completed the first transfer tasks with students. Training and discussions with our teachers and our instructional coach have made us aware of an opportunity. Teachers realize that many transfer tasks require instruction of the prerequisite skills. To accomplish this, teachers will continue to plan with the end in mind, by including the mini-lessons as necessary (and evidenced by pre-assessments) in their lesson plans.	
Plan	Assigned to:	Not yet assigned	



**ALEXANDRIA CITY SCHOOL BOARD
dba ALEXANDRIA CITY PUBLIC SCHOOLS
ALEXANDRIA, VIRGINIA**

**REQUEST FOR PROPOSALS (RFP) NUMBER 12-13-003
FOR**

**ALEXANDRIA CITY PUBLIC SCHOOLS
LEAD TURNAROUND PARTNER(S)**

Issue Date: November 27, 2012

RFP Closing Date and Time: December 13, 2012, 4 p.m., prevailing local time

Issued by: Eleanor Foddrell, Interim Director of Procurement

Notice: In accordance with Code of Virginia § 2.2-4343.1, the City of Alexandria does not discriminate against faith based organizations in the performance of its purchasing activity.

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1. INTRODUCTION

The Alexandria City School Board dba Alexandria City Public Schools (“ACPS”) is located in the City of Alexandria, Virginia, an urban community a population of 139,966. The ACPS district has 13,222 students of which 374 are Jefferson-Houston students and is Alexandria's first preK-to-8th grade school.

2. PURPOSE

- 2.1 The purpose and intent of this Request for Proposal (“RFP”) is for the Alexandria City School Board dba Alexandria City Public Schools (“ACPS”) to solicit sealed proposals from qualified source(s) to serve as Lead -Turnaround Partners (LTP) to help Jefferson-Houston School, which has been identified as a Priority School, meet and exceed the standards/demands of Virginia’s Standards of Learning (SOL) tests in all subject areas on an as needed, when needed basis to develop and implement an academic program for one or more of the core discipline areas of math, science, social studies and language arts.
- 2.2 Jefferson-Houston is a school that has been under the ACPS Superintendent’s Transformation for the past eighteen (18) months. This transformation has included the appointment of a new leadership team (principal, assistant principal, administrative intern, and internal lead partner) structured to allow the principal to focus intensely on instruction. In addition, the school has had over a fifty percent (50%) change in instructional staff since the 2010-11 school year. Last year the school implemented a new curriculum, a new instructional model for reading in the primary grades, a collaborative culture greatly reducing student discipline referrals, school uniforms, and a data monitoring system that includes students monitoring their own growth. Jefferson-Houston has been growing from a PreK to five (5) school to a PreK to eight (8) school, graduating its first eighth grade class in the spring of 2012. A new school facility is currently being designed for Jefferson-Houston with groundbreaking scheduled for spring 2013. Results for the first year of transformation, 2011-12, reveal significant growth in primary reading and math as measured by Phonological Awareness Literacy Screening (PALS), Scholastic Reading Inventory (SRI), and Serious Mental Illness (SMI). The vast majority of the students made one and one half (1½) years or more gain; however, students began several years below grade level so the work remaining to close the achievement gap is still large.
- 2.3 The division will establish the time period for performance of services by the selected LTP and at the contracted price established as a result of this RFP. The LTP may reject its selection provided it can demonstrate that its current commitments or lack of sufficient resources will not

allow for timely and quality performance. In that case the division or school may select another LTP.

3. BACKGROUND

- 3.1 The ACPS is located in the City of Alexandria, Virginia, an urban community with a population of 139,966. The ACPS district has 13,222 students of which 374 are students at Jefferson-Houston students, Alexandria's first Pre-K to 8th grade school.
- 3.2 The main purpose of the LTP is to increase student achievement in the Jefferson-Houston School. The conceptual framework for Lead Turnaround Partner was created using the work published in *The Turnaround Challenge* by the Mass Insight Education and Research Institute. A full copy of the report can be found at: <http://www.massinsight.org/publications/turnaround/51/>.
- 3.3 This model is centered on the Lead Turnaround Partner (LTP) providing an outside-the-system approach inside-the-system. Under the ultimate authority of the school division's School Board, the LTP will advise and support the reform effort within Jefferson-Houston School and be given increased ability to act and authority to make choices. The support provided shall focus on instruction, on an as-needed basis, in the four core content areas of math, science, social studies and language arts on an as-needed basis.
- 3.4 The LTP shall bring in increased resources to the students served. These resources include people, time, money and programs and are discussed later in this RFP.

4. DEFINED TERMS

Terms used in this Request for Proposals have the meanings indicated below:

- 4.1 ACPS - The Alexandria City Public Schools, which administers projects on behalf of the Alexandria City School Board (sometimes referred to herein as the "School Board"). Unless specifically stated otherwise, the Alexandria City Public Schools and the Alexandria City School Board are collectively referred to in this RFP as "ACPS."
- 4.2 Contractor – The Proposer or the Proposer's authorized representative that enters into a Contract with ACPS to perform the Work.
- 4.3 Proposal – The Proposer's document(s) provided in response to the RFP.
- 4.4 Proposer – One who submits a Proposal directly to ACPS in response to this RFP.

- 4.5 Qualification Documents – Documents prepared by the Proposer and provided to ACPS, which demonstrate the Proposer’s qualifications and that meets the requirements set forth herein.
- 4.6 Request for Proposals (RFP) – This Request for Proposals, including all addenda thereto.
- 4.7 Successful Proposer - The Proposer selected by ACPS or the City of Alexandria pursuant to this RFP; may also be referred to as the “Awardee.”
- 4.8 Work – The goods and/or services required to be delivered by the Contractor pursuant to the Contract.

5. CONTRACT PERIOD AND RENEWAL

- 5.1 For any Contract(s) issued, the initial term will be one (1) year. Each Contract may be renewed at the sole discretion of ACPS for four (4) additional one (1) year terms, one year at a time.
- 5.2 Automatic renewals are prohibited. Contract renewals must be authorized by the Superintendent or Chief Financial Officer and coordinated through the ACPS Procurement Office. ACPS reserves the right to renew the contract based upon ACPS need satisfactory Contractor performance.

6. SELECTION PROCESS OVERVIEW

- 6.1 The ACPS is using the competitive negotiation method of source selection for this solicitation. During the review of Proposals submitted in response to the RFP and as it deems necessary, ACPS may conduct discussions with responsible Proposers determined to be reasonably susceptible of being selected for award for the purpose of clarification and to ensure Proposers’ full understanding of and responsiveness to the RFP requirements.
- 6.2 Award(s), if made, will be made to the responsive and responsible Proposer(s), whose Proposal is determined to be most advantageous to the ACPS, taking into consideration the evaluation factors set forth in the RFP.
- 6.3 A pre-proposal conference shall be held on **December 5, 2012, 2012 at 1:30 p.m.**, local prevailing time at ACPS’s Central Offices located at **School Board Meeting Room, 2000 North Beauregard Street, First Floor, Alexandria, Alexandria, Virginia 22311** (see paragraph 10.3.1 below).

- 6.4 Proposals in response to the RFP are due to ACPS at **4 pm on December 13, 2012**, as described in the RFP Schedule below.
- 6.5 ACPS will evaluate the Proposals in accordance with this RFP.
- 6.6 From the Proposals received and reviewed by ACPS in response to the RFP shall select two or more Proposers deemed fully qualified, responsible and suitable on the basis of the required services contained herein.
- 6.8 After selecting the Qualified Proposers, ACPS each may then engage in discussions with same. Discussions may include, among other things, further interviews. The Proposers are encouraged during discussions to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed services. Further, during the discussion stage, ACPS
- 6.9 At the conclusion of the discussion stage, ACP shall select in order of preference two or more Proposers whose qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted by ACPS in accordance with applicable laws and regulations.
- 6.10 ACPS shall make its Contract award based on the negotiations, and in accordance with this RFP.
- 6.11 Contract awards are anticipated **December 21, 2012**, as described in the RFP Schedule below.

6.11.1 RFP Schedule: While subject to change, the present RFP Schedule is as follows:

11/27/12 RFP	Published
12/5/12	Pre-Proposal Conference
12/6/12	Submission of Questions due at 4 p.m.
12/13/12 Proposals	in response to RFP due to
	ACPS at 4 p.m., local prevailing time
12/14-12/18/12 Selecti	on Committee Review
12/21/12	Contract Awards

- 6.12 The review, selection of Qualified Proposers, discussions, evaluations and negotiations of Proposals takes a considerable effort to complete, and the effort depends on the number of Proposals received. ACPS will attempt to meet the RFP Schedule stated herein; however, that may not be achievable. Proposers are responsible for and advised to stay current with any information on ACPS's website.

7. TERMS AND CONDITIONS OF CONTRACT FOR SERVICES

The Contract(s) resulting from the RFP shall be subject to the terms and conditions set forth in the RFP.

8. STATEMENT OF NEEDS

The contractor shall furnish all labor and resources to increase student achievement using the following desired approaches and/or other ACPS accepted approaches proposed as a result of this RFP and those that may be refreshed/added during the performance of the contract:

- 8.1 Provide formative and ongoing reports on program effectiveness to include, but not limited to, student achievement, parental involvement, student attendance, and student discipline.
- 8.2 Employ research proven strategies that provide an immediate and dramatic turnaround in student achievement. Research-proven strategies have been studied in random assignment or matched controlled experimental design, include a sample size of two hundred fifty (250) students or more, study lasted at least a full school year, used a student achievement measure impartial to the treatment group, produced a significant effect size, and have preferably been peer reviewed. New or recently developed strategies will also be considered if they are currently involved in rigorous research studies..
- 8.3 Work with the school division to recruit and recommend teachers and a leader(s), as needed, who have a proven record of success of increasing student achievement.
- 8.4 Recommend necessary restructuring of teacher and leader contracts, as needed.
- 8.5 Facilitate and engage teachers and the leader in professional development aligned to programmatic goals, as needed.
- 8.6 Promote student motivation for learning.
- 8.7 Secure parental commitment and involvement through in the school.
- 8.8 Promote parental capacity to support student engagement, motivation, and learning within school, at home and in the community.
- 8.9 Work with the school division to expand community support to garner human resources needed for reform.
- 8.10 Review teacher and leader performance and outcomes and make staffing recommendations accordingly.
- 8.11 Develop constructive relationships with existing school personnel.
- 8.12 Recommend changes to the school calendar according to student and program needs, for example, year-round schools or extending the length of the school day.
- 8.13 Require commitment from parents to allow for additional time for instruction after the instructional day (such as after school support).

- 8.14 Work with the school division to obtain a commitment from teachers to allow for additional time for instruction and professional development for additional school years.
- 8.15 Provide comprehensive, coherent, manageable and integrated instructional and support programs as needed or support program being implemented that produces positive outcomes.
- 8.16 Recommend which existing programs are to be continued and which programs are to be eliminated.
- 8.17 Consistent with the state Standards of Learning, recommend alignment of curriculum, instruction, classroom formative assessment and sustained professional development to build rigor, foster student-teacher relationships, and provide relevant instruction that engages and motivates students.
- 8.18 Organize programming to engage students' sense of adventure, camaraderie, and competition.
- 8.19 Implement evidence-proven discipline programs that minimize time out of school and/or class, if needed.
- 8.20 Identify and recommend supporting partners to address social, emotional and behavioral issues (e.g., over-age students).
- 8.21 Identify and obtain adequate materials from school system resources (such as the Algebra Readiness Diagnostic Assessment (ARDT) or benchmark assessments).
- 8.22 Identify and recommend outside resources needed in the reform effort.
- 8.23 Recommend a budget to the School Board based on available per pupil amounts of local, basic Standards of Quality (SOQ), school improvement, appropriate entitlement and SIG monies, and special education funding in addition to other sources identified and aligned specifically for Jefferson-Houston School.
- 8.24 Work with school division to seek outside funding from the greater community (business, private foundations, federal and state sources) to support the reform effort.
- 8.25 Integrate all academic and support services.

9. SPECIFIC PROPOSAL INSTRUCTIONS

Verifiable data (names of schools, addresses, dates, etc.) that demonstrates the Proposer's past effectiveness in increasing student academic achievement, WITH SCHOOLS SIMILAR TO Jefferson-Houston School.

A written narrative explaining:

- 9.1 In your opinion, what does it take to be successful in a turnaround environment?
- 9.2 Why you or your organization should be selected to perform this service in the ACPS?
- 9.3 Your approach to meeting each of the twenty-five (25) listed desired approaches under Section 8, STATEMENT OF NEEDS. The Proposer should identify each of the approaches by number in its proposal and

elaborate up on each as to its potential effectiveness. The Proposer is encouraged to propose and explain additional creative approaches.

9.4 Propose a base per student unit price and regions where Proposer agrees to provide services indicate in your proposal in the pricing section.

9.5 Reporting and Delivery Instructions:

Progress Reports: Each contractor shall submit a written monthly progress report (through a single sign-on web site to be provided later) to the school division/public school and the ACPS Office of School Improvement by the 15th of the month following the month services were provided detailing the following listed items:

9.5.1 Cumulative enrollment data for each student by student ID and by name. Such data must include daily attendance information including number of absences, tardiness, discipline referrals, out-of-school suspensions and in-school suspensions by infraction and by teacher, and parental request meetings by infraction and by teacher.

9.5.2 Student achievement data including grades for the nine weeks, diagnostic data, benchmark assessment data, progress monitoring assessment data, and SOL assessment data, if available.

9.5.3 Teacher recruitment activities, if needed, teacher professional development activities (including agendas of all staff meetings), and teacher absenteeism.

9.5.4 Completed teacher reviews and observations.

9.5.5 Core SOL curriculum taught during the month including all essential skills and knowledge in each of the four core content areas.

9.5.6 Number of minutes provided during the month for extended learning opportunities for each student and cumulatively.

9.5.7 Report on the development and coordination of supporting partnerships.

9.5.8 Line item budget expenditures for each month.

9.5.9 Report of parental development activities.

9.5.10 Any other report requested by the local school board.

9.6 Payment under the contract may be withheld until such report is delivered or other appropriate remedies may be assessed in lieu of withholding such payment.

9.7 Within 30 days after completion of each contract the contractor shall submit a final summary report highlighting accomplishments to the school division/school and to ACPS. The final report should include any recommendations for future consideration by the school division/school.

10. **PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS**

10.1 General Inquiries Related to the ACPS Procurement Process:

This RFP is issued on behalf of ACPS. ACPS' contract specialist identified below shall be the sole and exclusive point of contact for all matters relating to, arising out of or involving this RFP. There should be no contact with any other ACPS employee, staff, representative or agent concerning or related to this RFP except as outlined in this RFP without the prior written approval of the contract specialist or the contract specialist's designee.

Interim Director or Procurement for this RFP is:

Eleanor Foddrrell
Alexandria City Public Schools
2000 N. Beauregard St., Suite 205
Alexandria, VA 22311
Phone: 703-824-6627
eleanor.foddrrell@acps.k12.va.us

The Interim Director or Procurement shall serve as the administrator and interpreter of this RFP.

Communications with the Interim Director or Procurement shall be in writing, sent via email, except as expressly noted and allowed by the RFP.

10.2 RFP Response:

In order to be considered for selection, Proposers must submit a complete response to this RFP. One (1) original and three (3) copies of each proposal must be submitted to the ACPS. In addition, submit one (1) electronic copy on a CD or USB flash drive (See Section 10.5.1). No other distributions of the Proposal shall be made by the Proposer.

10.3 Pre-Proposal Conference:

10.3.1 A Pre-Proposal Conference for all prospective Proposers (referred to as "Proposers" whether or not they later submit a Proposal). Attendance is encouraged but not mandatory (see paragraph 6.3 above).

10.3.2 Although written questions in advance are preferred, questions may also be asked in writing or orally at the Pre-Proposal Conference. ACPS will attempt to respond, but may take the

questions under advisement. Questions or requests (collectively “questions”) may be submitted in writing to the Interim Director or Procurement via email in advance of the Pre-Proposal Conference. The further in advance they are received, the more likely ACPS can address the questions at the Pre-Proposal Conference. Proposers relying on unofficial information shall do so at their own risk.

10.3.3 Reliance on ACPS’s responses to questions is expressly limited as addressed in Sections 10.3.2 and 14.

10.4 General Requirements:

10.4.1 Each Proposal shall be submitted to the ACPS as required by this RFP. No other distribution of the Proposal shall be made by the Proposer.

10.4.2 All Proposals received by ACPS shall bind Proposers to the terms and conditions of this RFP.

10.4.3 The information contained herein shall be used for the sole purpose of responding to this RFP.

10.4.4 Proposer shall not expect, demand or claim from or against ACPS and Proposer further acknowledges that ACPS will not, and are under no obligation to pay, the costs or damages, in whole or in part, incurred by the Proposer during the preparation, submission, review, discussion, evaluation, selection or any other aspect of the RFP and contract award process. ACPS disclaims responsibility and liability for any costs or damages associated with, arising out of or related to the Proposer’s participation in the RFP process.

10.4.5 The Proposer certifies by signing its Proposal that its Proposal is made without prior understanding, agreement or accord with any other person submitting a proposal for the same product or service and that its Proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment, as well as civil damages.

10.4.6 Direct contact with any ACPS employee, staff or representative, or agent other than that provided for by this RFP, relating to the subject of this RFP or a Proposal is expressly forbidden except with the foreknowledge and written permission of the ACPS Interim Director of Procurement.

- 10.4.7 Assignment: Neither a contract nor a task order associated with this RFP shall be assignable by the Proposer, in whole or in part, without the written consent of the party with whom the Proposer has contracted.
- 10.4.8 In accordance with Virginia state law, ACPS Purchasing Procedure DJF-1 requires any Proposer or his employees that will be in the presence of students during regular school hours or during school sponsored activities certify that he/she has not been convicted of any felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.
- 10.4.9 Only responsive Proposals will be considered and evaluated. A responsive Proposal must, among other things, be completed according to the instructions in, and include all attachments and information required by, this RFP.
- 10.4.10 Appeals Procedure: Upon request, administrative appeals information will be provided which shall be used for hearing protests arising out of this RFP or the process leading up to or including the contract award, including without limitation, appeals of decisions relating to the Qualified Proposers, to allow withdrawal of Proposals, disqualifications and determinations of non-responsibility, Proposal discussions or negotiations, awards and decisions or disputes arising during the performance of a contract.
- 10.4.11 Applicable Law and Courts: Any dispute relating to or arising out of this RFP, award, or purchase order/contract resulting from this RFP shall be governed in all respects by the laws of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought and resolved exclusively in the courts of the City of Alexandria, unless the City of Alexandria courts have no possible basis for jurisdiction over such dispute. The Proposer shall comply with all applicable federal, state and local laws and regulations. These conditions and instructions shall be applicable to the extent that they are non-contradictory to the RFP terms and/or instructions on the following pages. The Proposer certifies that he does not and will not during the performance of the Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

10.5 Submission:

- 10.5.1 Proposal Original and Copies: In order to be considered for selection; Proposers must submit a complete response to this RFP as follows:
- 10.5.1.1 One (1) original of the Proposal, clearly marked as the original.
 - 10.5.1.2 Three exact (3) copies of the original Proposal.
 - 10.5.1.3 One (1) original transmittal letter, containing no substantive information relating to the RFP or Proposal, stating mainly that the Proposal is being submitted in accordance with and referencing this RFP.
 - 10.5.1.4 One (1) exact copy of the complete original Proposal in an electronic PDF format on CD-ROM.
 - 10.5.1.5 The resultant Contract issued from the original Proposal(s) shall be maintained at ACPS' offices, in the proposal file folder and shall be considered the official copy. In the case of any inconsistency between Proposal documents submitted to ACPS, but not clearly listed on the exception page of the document as an exception by the Proposer, the language of the official copy shall prevail.
- 10.5.2 Proposal Preparation and Organization:
- 10.5.2.1 Proposals should be prepared simply and economically, providing straightforward, concise descriptions of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
 - 10.5.2.2 Proposals shall be tabbed and organized as described in Section 20. Failure to do so may result in a lower evaluation of the Proposal.
 - 10.5.2.3 Proposals should be as thorough and detailed as possible so that ACPS may properly evaluate the Proposer's capabilities to provide the required services. Proposals shall be submitted on 8-1/2" x 11" paper, prepared simply and concisely. Elaborate artwork, expensive paper, bindings, visuals, and other presentation aids are not required.

11. AMENDMENTS TO THIS RFP

Any revisions to the RFP shall be made only by written addenda issued by the Purchasing Agent, which shall be made available to all prospective Proposers. All addenda to the RFP shall be available on the City's website at the following address: <http://www.acps.k12.va.us/>

12. CONFLICT OF INTEREST

- 12.1 No employee or member of a Proposer's organization may be a member of the ACPS selection committee involved in or responsible for making the recommendations or decisions associated with this RFP.
- 12.2 Proposer agrees and understands that their work product produced during a Project will be owned by ACPS and cannot be reproduced or distributed to any non-ACPS employees or entity without the express written permission of ACPS.
- 12.3 Effect of Violations by Proposer; ACPS reserves the right to pursue all available legal recourse, under the law and otherwise, in the event the Proposer violates any of the terms of this RFP or applicable Virginia law, including termination of the Contract for cause should Proposer be awarded such contract. In such event, the Proposer shall be liable for all of ACPS' costs, legal fees, and damages arising and resulting therefrom.
- 12.4 The Proposer agrees and understands that any violation of these Conflict of Interest provisions shall void ACPS payment to the successful Proposer of all monies and fees provided for under the Contract and shall require immediate repayment by the successful Proposer(s) of all monies and fees paid to the successful Proposer(s) by ACPS pursuant to the Contract, and shall further require the successful Proposer(s) to pay all reasonable costs and attorneys' fees in defending any action ACPS brings, plus any other damages to which ACPS may be entitled. Additionally, violation of this provision may result in debarment.

13. ELIGIBILITY CRITERIA (MINIMUM QUALIFICATIONS)

The following Sections set forth minimum qualifications for a Proposer to be eligible for selection under this RFP. The Proposer must complete Attachment D of this RFP, which serves to capture many of the following informational requirements of this Article. An unsatisfactory response, as determined in ACPS's sole opinion, to any item identified in the category titled "Eligibility Criteria" will be considered sufficient cause to disqualify a Proposer from further consideration for an award under this RFP.

13.1 Debarment Status:

By submitting a Proposal, the Proposer certifies that neither it nor any affiliated entity is currently debarred from submitting Proposals or has otherwise agreed not to submit Proposals on contracts with any

government or business entity. If the Proposer experiences a material change in its debarment status after its Proposal is submitted and prior to the issuance of a Contract, the Proposer shall notify ACPS of the change in writing at the time the change occurs or as soon thereafter as is reasonably practicable. If at any time during the evaluation process the Proposer is issued a debarment judgment then this will be considered grounds for automatic disqualification.

13.2 Responsiveness to RFP:

Only responsive Proposals will be considered and evaluated. A responsive Proposal must be completed according to this RFP, and include all required attachments and requested information as outlined in Section 20.

13.3 License:

The Proposer must provide copies of all pertinent licenses maintained with the Commonwealth of Virginia and the City of Alexandria.

13.4 Proof of Authority to Transact Business in Virginia:

13.4.1 The Proposer must be registered to do business in the Commonwealth of Virginia as follows:

13.4.2 A firm organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its Proposal the identification number issued to it by the State Corporation Commission (SCC). The Proposer's SCC ID number shall be provided in its Proposal.

13.4.3 Any Proposer that is not required to be authorized to transact business in the Commonwealth of Virginia as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, shall include in its Proposal a signed statement describing why the Proposer is not required to be so authorized under Title 13.1 or Title 50 of the Code of Virginia. Any Proposer that fails to provide the required information or for whom such signed exception is not considered valid or lawful by the ACPS, shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this Section is granted, in writing, by ACPS.

13.4.4 Anti-Collusion: Complete the Anti-Collusion Certificate included in this RFP as Attachment F.

14. QUESTIONS, INTERPRETATIONS AND ADDENDA

All questions relating to the RFP are to be directed to the Interim Director of Procurement in writing by email (with a copy as noted) according to Section 14.2 below.

- 14.1 Questions in advance of or at the Pre-Proposal Conference are addressed in Sections 6.3 and 10.3. Questions submitted to ACPS after the Pre-Proposal Conference may be submitted in writing to the Interim Director of Procurement as explained below.
- 14.2 The cut-off date for submitting any and all questions is **December 6, 2012 at 4 p.m local prevailing time** to Eleanor Foddrell at eleanor.foddrell@acps.k12.va.us or fax (703) 824-0382 or US Postal Service to ACPS Procurement Office, 2000 North Beauregard Street, Ste., 205, Alexandria, VA 22311. Verbal questions shall not be allowed. ACPS cannot promise that all timely questions will be reviewed or answered (see Sections 6.3 and 10.3.2).
- 14.3 Interpretations, amendments or clarifications considered necessary by ACPS in response to such questions will be issued by Addenda and posted on the ACPS website. Proposers are solely responsible for checking this website regularly for all Addenda.
- 14.4 Proposers may rely only on those communications, statements, documents, answers to questions or other information from ACPS to the extent they are reduced to a formal Addendum to this RFP and issued by ACPS. This requirement is important to avoid misunderstandings. Only questions answered by formal written Addenda shall be binding. Information communicated, but not reduced to an Addendum to this RFP, including but not limited to oral and other interpretations or clarifications, are not binding on ACPS and will not have any legal effect.

15. EVALUATION FACTORS

Evaluation factors are listed below in order of preference.

EVALUATION AND AWARD CRITERIA

EV EVALUATION CRITERIA: Proposals shall be evaluated by the ACPS using the following criteria:

<i>ITEM</i>	<i>CRITERIA</i>	<i>POINT VALUE</i>
1.	Approach to meeting the services.	25
2.	Experience in providing the same or similar type service.	20
3.	Research demonstrating effectiveness of your services or programs.	20
4.	Description of what is required to be successful in a turnaround environment.	10

<i>ITEM</i>	<i>CRITERIA</i>	<i>POINT VALUE</i>
5.	Qualifications of key staff.	10
6.	Explanation as to why the Proposer should be selected to perform the services.	5
7.	References.	5
9.	Proposed per student base unit price.	5
	Total	100

16. SUBMITTAL OF PROPOSALS

- 16.1 An original (clearly marked on the cover as such), and copies of the Proposal as described in Section 10.2, shall be submitted to the ACPS Interim Director of Procurement, on or before the due date and time listed herein, in order to be considered.
- 16.2 Late Proposals shall **not** be accepted.
- 16.3 The Proposals shall be addressed to the Interim Director of Procurement.
- 16.4 Proposals shall be enclosed in an opaque sealed envelope or box, marked on the outside with the RFP number, and name and address of the Proposer. If the Proposal is sent through the mail or other delivery system the sealed envelope or box shall be enclosed in a separate envelope or box with the notation "PROPOSAL ENCLOSED" on the face of it.
- 16.5 ACPS is open for the receipt of Proposals from 8:30 AM until 4:30 PM, Monday through Friday (excluding ACPS holidays). ACPS is not responsible for deliveries attempted outside of these time periods or misdirected to other offices.
- 16.6 The time of receipt shall be determined by the time the Proposal is signed in at the Procurement Office. Proposers are solely responsible for ensuring that their Proposal is stamped by a Procurement Office staff member.
- 16.7 Any Proposal received after the Proposal due date and time as set forth in this RFP, whether by hand-delivery, electronic mail, overnight delivery, regular mail or otherwise, will not be accepted or considered.
- 16.8 ACPS shall not be responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, the intra-ACPS mail system or delivery by other means. Proposers are solely responsible for ensuring that their Proposal is received and stamped by Procurement Office personnel by the deadline indicated.
- 16.9 Each copy of the Proposal should be bound in a single volume. ACPS encourages the use of recycled products, therefore, it is urged that Proposals be submitted on paper made from or with recycled content.

16.10 ACPS will not consider information other than the materials provided in a duly submitted Proposal and/or subsequent interviews for Proposal evaluation purposes, except as expressly provided herein.

16.11 ACPS and its officers, employees or agents shall not be responsible for the opening of a Proposal envelope or package prior to the scheduled opening if that envelope or package is not appropriately sealed and marked as specified.

17. MODIFICATION AND WITHDRAWAL OF PROPOSAL

A Proposal may be modified or withdrawn by an appropriate document duly executed in the same manner that a Proposal must be executed and shall be delivered to the address listed herein prior to the date and time for the opening of the Proposals.

18. OPENING OF PROPOSALS

Proposals will be opened privately.

19. ACPS' OTHER RIGHTS

As set forth in the applicable laws and PPEA Guidelines, ACPS reserves all rights available to them by law and these Guidelines including, without limitation, the right in their sole discretion to:

19.2.1 Reject any and all Proposals at any time.

19.2.2 Terminate consideration or evaluation of any and all Proposals at any time.

19.2.3 Suspend, discontinue and/or terminate discussions regarding confidentiality agreements, interim agreements and comprehensive agreements at any time prior to the authorized execution of such agreements by all parties.

19.2.4 Request and/or receive additional information regarding any Proposal.

19.2.5 Issue addenda to and/or cancel the RFP.

19.2.6 Revise, supplement or withdraw all or any part of these RFP terms or conditions.

19.2.7 Proposal documents are generally subject to the Virginia Freedom of Information Act ("FOIA") except for specified exemptions of certain documents from public disclosure. Ownership of all data, materials and documentation originated and prepared for ACPS pursuant to the RFP, shall belong exclusively to ACPS and be subject to inspection in

accordance with the FOIA. Trade secrets or proprietary information submitted by a Proposer shall not be subject to public disclosure under the; however, the Proposer must invoke the protection of Section 2.2-4342 of the *Code of Virginia* (Virginia Public Procurement Act) prior to or upon submission of the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

- 19.2.8 The Proposer agrees to hold ACPS, and their respective officers, employees, agents and volunteers harmless and free from all liability, loss, injury, damage, and/or cost and expense which might be incurred by such Proposer in responding to, or as a consequence of the RFP, and agrees to waive any and all claims for damages arising out of in connection with the selection or award process associated with this RFP.
- 19.2.9 By signing its Proposal, the Proposer assigns to ACPS any and all rights that he may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to its Proposal. This provision is remedial in nature and is to be liberally construed by any court in favor of ACPS.
- 19.2.10 Award to multiple proposers: Selection shall be made of two or more Proposers deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Proposers so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Proposer so selected, the agency shall select the Proposer which, in its opinion, has made the best proposal, and shall award the contract to that Proposer. The ACPS reserves the right to make multiple awards as a result of this solicitation. The ACPS may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the ACPS determine in writing and in its sole discretion that only one Proposer is fully qualified, or that one Proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Proposer. The award document will be a contract incorporating by reference all the

requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

20. PROPOSAL CONTENT AND ORGANIZATION

Proposals shall respond fully to the RFP, and the information provided shall be organized and provided in the following order, and tabbed as follows:

20.1 Title Page

The title page shall include the following information:

20.1.1 The title and number of the Request for Proposals;

20.1.2 The Proposer's name, address, telephone number, and facsimile number;

20.1.3 The name and email address of the Proposer's authorized contact person with respect to the Proposal; and

20.1.4 The date of preparation of the Proposal.

20.2 Table of Contents

The Table of Contents shall indicate the material included in the Proposal by Tab and page number. The Table of Contents shall mirror the format set forth in this section and shall include all the items set forth below.

20.3 Tab I, Signed Offer and Award Form (Required Submittal A)

The Proposer shall complete and sign the Offer and Award Form provided in Required Submittal A. The signatory must be an individual who is authorized to legally bind the Proposer.

20.4 Tab II, Letter of Transmittal

The Proposer shall provide a signed cover letter that includes the following information:

20.4.1 An executive summary of the Proposer's understanding of the services sought through the RFP and a description of the Proposer's underlying philosophy in providing the services;

20.4.2 The name, position, address, telephone number, and email address of the individuals who are authorized to make representations on behalf of the Proposer; and

20.4.3 A statement that the signatory to the transmittal letter and the Offer and Award Form is authorized to bind the Proposer to contract with the ACPS.

20.5 Tab III, Corporate Experience and Capacity

The Proposer shall include information and documentation describing the extent of its experience and expertise in providing the services sought by the ACPS pursuant to the RFP. The information and documentation shall include, but is not limited to, information that documents the Proposer's qualifications to meet the RFP requirements and to produce the required outcomes, including its ability, capacity, skill, and number of years of experience in providing the required goods and/or services.

20.6 Tab IV, Client References for Similar Work Performed

20.6.1 The Proposer shall provide the following information for each contract or project of similar size and scope to the Work requested in the RFP that the Proposer performed within the past three (3) years:

- 20.6.1.1 The contract/project name;
- 20.6.1.2 The name of the organization for which the contract or job was performed;
- 20.6.1.3 The dollar value of the contract or project;
- 20.6.1.4 The dates of the contract or project; and
- 20.6.1.5 The name, title, telephone number, address, and email address of the contract representative for the organization for which the contract or project was performed.

20.6.2 A Proposer's failure to provide in its Proposal the contract representative's contact information may result in the Proposer being deemed non-responsive and its Proposal being disqualified from consideration.

20.6.3 A uniform sample of references may be checked for each Proposer. If references are checked, Proposers will be scored on a scale of one to ten (1-10), with ten (10) being the highest possible score. The scores will then be used in evaluating the Proposal pursuant to Section 15. The City may use client reference scores to determine the Proposer's responsibility.

- 20.6.3.1 The APPS may ask a client reference any or all of the following questions and any other question it deems appropriate:

- a. How cooperative and easy to work with was the Proposer during the procurement process?
- b. How satisfied were you with the Proposer's point of contact?
- c. How promptly and effectively did the Proposer address your questions or concerns?
- d. How promptly, effectively, and efficiently did the Proposer mitigate or resolve performance or contractual issues that arose during the project?
- e. How would you rate the Proposer's operational and administrative practices (e.g., the timeliness, completeness, and accuracy of its invoices)?
- f. How would you rate the number and validity of Proposer-generated change order and contract modification requests, claims, disputes, and lawsuits, if any?
- g. How would you rate the timeliness, quality, responsiveness, and usefulness of the Proposer's delivery of goods and services in relation to your requirements?
- h. How would you rate the timeliness, quality, responsiveness, and usefulness of the Proposer's delivery of goods and services in relation to the amount you paid the Proposer and how much time your organization contributed in time and effort to the project?
- i. How well did the Proposer minimize the effect of its activities on the operations of your organization?
- j. Would you do business with the Proposer again in the future?

20.7 Tab V, Staff Experience.

The Proposer shall provide the following information as part of this tab:

- 20.8 A list of key personnel proposed to be assigned to perform Work under the Contract, including direct supervisors and key technical personnel, account manager(s), and accounting manager(s) and staff;

- 20.9 A narrative that describes the work responsibilities of the individuals identified pursuant to Section above, including the following information for each individual: the individual's qualifications, education, certifications, and special competencies that will be valuable in performing the Work under the Contract; the individual's experience on similar contracts; the individual's title and percentage of time available to perform the Work; the individual's role in ensuring the personnel under his or her supervision have a full understanding of the Work to be performed; and the individual's role in ensuring a high level of quality performance of the Work from his/her personnel;
- 20.10 The name of the proposed Contract administrator and a description of his or her experience with similar contracts, including contracts with public sector organizations;
- 20.11 The name of the individual who will be responsible for customer service and problem resolution for the Proposer and a description of his or her relevant experience; and
- 20.12 Resumes of all the individuals identified pursuant to Sections 21.1 above;
- 20.13 The key personnel named in a Proposer's Proposal shall remain on the Contract throughout the term of the Contract. No diversion or replacement may be made without the Purchasing Agent's approval.
- 20.14 Tab VI, Key Personnel Form (Required Submittal B).
- The Proposer shall provide a completed Key Personnel Form.
- 20.15 Tab VII ACPS Insurance Checklist Form (Required Submittal G).
- The Proposer shall provide a completed and signed ACPS Insurance Checklist Form.
- 20.16 Tab VIII, Eligibility Criteria (Minimum Qualifications) Worksheet Form (Required Submittal D).
- The Proposer shall provide a completed Required Information Form.
- 20.17 Tab IX, Past Projects Concerns (Required Submittal E).
- The Proposer shall provide a completed and signed Certified Statement of Non-Collusion Form.
- 20.18 Tab X, Anti-Collusion Certification Form (Required Submittal F)

The Proposer shall provide a completed and signed Disclosures Relating to ACPS Officials and Employees Form. 20.19

20.20 Tab XII, W-9 Request for Taxpayer Identification Number and Certification Form.

The Proposer shall provide a completed and signed W-9 Request for Taxpayer Identification Number and Certification Form.

20.21 Tab XIII, Acceptance of Conditions

The Proposer shall indicate its acceptance of the requirements and terms and conditions set forth in the RFP, including all addenda issued pursuant to the RFP. The Proposer shall indicate any exceptions it is taking to any requirements or terms and conditions set forth in the RFP, including all addenda issued pursuant to the RFP.

20.23 Tab XIV, Appendices

The content of this tab is left to the Proposer's discretion. However, the Proposer should limit materials included here to those that will be helpful to the ACPS in understanding the services proposed.

21. ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS

21.1 The Proposer, by signing and including the ACPS Alexandria Insurance Checklist Form in its Proposal, acknowledges that it has read and understands the insurance requirements for the RFP provided in the ACPS Insurance Checklist Form.

21.2 The Proposer also acknowledges that evidence of required insurance coverage must be submitted within ten (10) Business Days following notification of its Proposal being accepted and that the City may rescind its acceptance of the Proposer's Proposal upon the Proposer's failure to promptly provide the evidence of insurance.

22. EXAMINATION OF CONTRACT DOCUMENTS

It is the responsibility of each Proposer to examine thoroughly the Contract Documents and other related information set forth in the RFP before submitting a Proposal.

23. VALIDITY OF PROPOSALS

Proposals will remain valid for a period of one hundred twenty days (120) after the date specified for receipt of proposals.

24. COOPERATIVE PROCUREMENT

Recipients of the award (s) of the RFP are advised that any resultant Contract(s) may be extended, with the Contractor's authorization, to other government or similar organizations to permit their use of the Contract at the same prices and/or discounts and terms and conditions of the resulting Contract(s). If any other organization decides to use a Contract, the Contractor shall deal directly with that organization concerning the placement of orders, the issuance of purchase orders, contractual disputes, invoicing and payment, etc. A failure to extend a Contract to any organization will have no effect on the evaluation of a Proposer's response to the RFP.

It is the Contractor's responsibility to notify other organizations of the availability of the Contract. Other organizations desiring to use the Contract must make their own legal determination as to whether the use of the Contract is consistent with their laws, regulations, and other policies.

The ACPS shall not be held liable for any costs or damages incurred by another organization as a result of any award extended to that organization by the Contractor.

ACPS TERMS AND CONDITIONS FOR MISCELLANEOUS NON-PROFESSIONAL SERVICES

ARTICLE 1 **GENERAL PROVISIONS**

1. Defined Terms.

1.1.1 ACPS: The Alexandria City Public Schools, located at 2000 N. Beauregard Street, Alexandria, Virginia 22311, which is administering this procurement on behalf of the Alexandria City School Board (“ACSB”). Unless specifically stated otherwise, ACPS and ACSB are hereafter collectively referred to in these Terms and Conditions as ACPS.

1.1.2 Additional Services: Services provided by the Contractor in addition to Basic Services and rendered only if ACPS authorizes them in writing, consistent with Article 3 hereof.

1.1.3 Applicable Laws: All laws, ordinances, judgments, decrees, injunctions, writs, orders, rules, regulations, or codes applicable to the Services.

1.1.4 Basic Services: The services required of the Contractor as defined in Article 2 hereof.

1.1.5 Contract Documents: The documents enumerated in Section 1.3 hereof.

1.1.6 Contractor: The entity named in the Purchase Order that is to provide the services that ACPS has procured under the Purchase Order.

1.1.7 Damages: Individually and collectively, as applicable, all losses, costs, expenses, damages, injuries, claims, demands, obligations, liabilities, judgments, fines, penalties, interest and causes of action, including without limitation administrative and legal costs and attorney’s fees.

1.1.8 Day: Whether capitalized or not, a calendar day, including weekends and legal holidays, unless otherwise specifically designated as a work or business day.

1.1.9 Offer: The written proposal or bid that Contractor submitted to ACPS in response to, and in accordance with, the Solicitation, together with any written supplements or addenda to such proposal or bid.

1.1.10 Purchase Order: The purchase order between ACSB and Contractor, and all Exhibits attached thereto, which has been issued and executed by ACPS on behalf of ACSB.

1.1.11 Services: The services furnished by the Contractor pursuant to the Contract Documents, including the Basic Services defined in Article 2 hereof and any Additional Services that may be required under Article 3 hereof.

1.1.12 Site: The land or premises where Contractor performs the Services.

1.1.13 Solicitation: ACPS’s Invitation for Bid or Request for Proposal for the services that are the subject of the Purchase Order, including all addenda to that Invitation for Bid or Request for Proposal.

1.1.14 Subcontractor: Any entity that has a contract with Contractor to provide labor or materials in connection with the Purchase Order.

1.1.15 Terms and Conditions: These Terms and Conditions for Miscellaneous Non-Professional Services.

2. The Contractor’s Services.

1.2.1 The Contractor shall perform all of the Services in a good and workmanlike manner. The Services shall be free of defects. Contractor shall promptly remedy any defects in the Services upon receiving notice thereof from ACPS.

1.2.2 The Contractor accepts the relationship of trust and confidence established by the Purchase Order and agrees to cooperate with ACPS and exercise the Contractor's best skill and judgment in furthering the interests of ACPS. The Contractor represents that it possesses the requisite skill, expertise, and licensing to perform the Services. The Contractor is knowledgeable of all Applicable Laws, and shall comply with the same.

1.2.3 The Contractor hereby represents to ACPS that the Contractor is (1) financially solvent and possesses sufficient experience, and all required licenses, authority, personnel and working capital to complete the Services, and (2) fully informed, and has sufficient knowledge, as to the extent and character of the Services.

1.2.4 With respect to its performance under the Contract Documents and in connection with the Purchase Order, the Contractor is at all times acting as an independent contractor, and not as an employee of ACPS.

Contract Documents.

The Contract Documents are comprised of the following:

All written modifications, amendments and change orders to the Contract Documents signed and issued by ACPS after it signs the Purchase Order;

The Purchase Order;

These Terms and Conditions;

The Solicitation; and

1 The Offer; provided, however, any term in the Offer that contradicts a term in the Solicitation, that attempts to change, limit or exclude a term in the Solicitation, that in any way limits or diminishes any of ACPS's rights, or that in any way expands any of ACPS's duties or obligations, is expressly excluded from and is not a part of the Contract Documents.

1.2.5 The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with industry standards. In the event inconsistencies, conflicts, or ambiguities exist between or among the Contract Documents, ACPS and Contractor shall attempt to resolve such ambiguity, conflict or inconsistency, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 1.3.1 hereof.

3. Acceptance of Purchase Order. The Purchase Order, these Terms and Conditions, and the requirements of the other Contract Documents, shall be deemed to have been accepted by Contractor upon ACPS's receipt of any document from Contractor, including electronic documents, indicating Contractor's acceptance of the Purchase Order, or by any of the following: (i) Contractor's commencement of the Services; or, (ii) Contractor's submission of an invoice in connection with the Purchase Order or request for payment for the Services or any portion of the Services. To the extent Contractor's written acceptance of the Purchase Order includes terms that (i) conflict with the Contract Documents, (ii) are not contained in the Contract Documents, or (iii) otherwise purport to supplement, modify or change the Contract Documents, such terms shall be deemed null and void and shall not be effective.

4. Rights Between the Parties. All of the duties and obligations that the Contract Documents impose upon the Contractor are owed by the Contractor to both ACSB and ACPS. All of the rights that the Contractor has under the Contract Documents are enforceable by the Contractor solely against ACSB. The Contractor shall have no Claims against ACPS. All express and implied references in these Terms and Conditions to Claims that the Contractor has against ACPS (including, but not limited to, Article 8) shall be deemed to mean Claims that the Contractor has against ACSB. The Contractor has no right to sue ACPS.

ARTICLE 2
BASIC SERVICES

1. The Contractor shall provide all Basic Services. The Contractor's Basic Services consist of the services described in this Article 2, the Purchase Order, the Solicitation, and the portion of the Offer included in the Contract Documents, and include all supervision, labor, materials, supplies, insurance, systems, transportation, and all other items necessary to perform and complete the Basic Services. Contractor shall comply with all requirements of the Contract Documents in the performance of the Services and of other activities in connection with the Contract Documents.

2. If Contractor identified Subcontractors in the Proposal to perform aspects of the Services, then Contractor may engage those Subcontractors to perform those aspects of the Services to the extent ACPS did not object to them in writing. Otherwise, Contractor shall not subcontract the Services in whole, or in part, without the prior written authorization of ACPS. Contractor shall bind its Subcontractors to the provisions of the Contract Documents to the extent applicable to their services. Contractor shall be responsible for properly supervising and directing the Services and all Subcontractors that it may utilize. Neither the Purchase Order, nor any agreement between Contractor and a Subcontractor, shall create any contractual relationship between any such Subcontractor and ACPS, nor any payment or other obligation on the part of ACPS to any such Subcontractors. Notwithstanding the existence of any Subcontractor agreement, Contractor shall be fully responsible to ACPS for the performance of the Services as if no such agreement existed. Each Subcontractor agreement entered into by Contractor in connection with the Services shall be assignable to ACPS upon ACPS's written request. ACPS shall have the right on written notice to Contractor to assign the Purchase Order in whole or in part. Contractor will cooperate with ACPS as required to effect any such assignment.

3. The Contractor shall coordinate the Services with those services provided by ACPS and ACPS's other contractors working at the Site.

4. The Contractor shall be and remain solely responsible for the completeness and sufficiency of all Services and for their compliance with all Applicable Laws. ACPS's actions or inactions, including without limitation its review and approval of any Services shall neither alter nor relieve the Contractor of its sole responsibility for, nor be deemed a waiver of the Contractor's sole liability or responsibility in connection with, the same.

5. The Contractor shall have sole responsibility for safety precautions concerning the performance of the Services. Notwithstanding its use of Subcontractors, the Contractor shall be solely responsible to ACPS for creating and maintaining safe conditions for all persons and property at the Site. The Contractor shall provide ACPS with copies of all safety-related notices required of the Contractor by Applicable Laws. If ACPS reasonably deems that the Services are being performed in an unsafe manner or that the Contractor has created an unsafe condition at the Site, ACPS may require the Contractor, without assuming responsibility for the Contractor's safety obligations, to immediately stop performance of the Services or take corrective measures. Neither ACPS's order, nor the Contractor's action in response thereto, shall be the basis for any adjustment to the Purchase Order Price.

6. Site and Site Conditions.

2.6.1 Operation, Site Restraints. The Contractor shall confine its operations at the Site to areas necessary for the performance of the Services or otherwise permitted by the Contract Documents. The Contractor shall not store anything at the Site without ACPS's written consent. Notwithstanding such consent, Contractor shall be solely responsible for, and assumes the sole risk of loss, theft and damage for all materials, supplies, equipment and other items that it or its Subcontractors store or keep at the Site.

2.6.2 Occupied Site. This Section 2.6.2 shall apply if ACPS will occupy and use the Site during the performance of the Services. The Contractor shall take all reasonable measures to limit noise, dust and other disturbances in order to maximize ACPS's use and enjoyment of the Site during the performance of the Services. The Contractor shall strictly observe all work hour and parking restrictions set forth in the Contract Documents. The Contractor's personnel and the personnel of Subcontractors shall not be permitted to enter portions of the Site occupied by ACPS absent ACPS's written consent. In appropriate conduct by the Contractor's personnel or the personnel of Subcontractors directed toward ACPS or its students shall entitle ACPS to have such personnel

permanently removed from the Site at the Contractor's sole cost and expense. Such inappropriate conduct includes, but is not limited to, any interaction with ACPS's students.

2.6.3 Cleanup. The Contractor shall, during performance of the Services, continuously keep the Site and surrounding area free from the accumulation of waste and rubbish caused by the Contractor or any Subcontractors. Upon completing the Services, the Contractor shall remove from the Site all unincorporated tools, materials, equipment and other articles that it or its Subcontractors brought to the Site.

2.6.4 Site Conditions. By accepting the Purchase Order, the Contractor confirms that it carefully examined all information ACPS provided concerning Site conditions, and that it carried out any further examinations and investigations that it deemed necessary. By accepting the Purchase Order, the Contractor confirms that there is sufficient transportation, facilities, access, and working space to properly perform the Services, and that it is familiar with the labor, ecological and environmental conditions affecting the Services at the Site and that they are satisfactory.

7. Contractor shall retain all books, records, and other documents relative to the Contract Documents for five (5) years after its receipt of final payment under the Purchase Order, or until audited by the Commonwealth of Virginia, whichever is sooner. Such records shall include, but not be limited to, all paid vouchers including those for out-of-pocket expenses; other reimbursements supported by invoices, including Contractor's copies of periodic estimates for partial payment; ledgers; cancelled checks; deposit slips; bank statements; journals; amendments and change orders to the Contract Documents; insurance documents; payroll documents; timesheets; memoranda; and, correspondence. ACPS, its authorized agents, and auditors of the Commonwealth of Virginia shall have full access to and the right to examine all such documents during said period. Records will be available on demand and with reasonable notice during normal working hours.

8. The Contractor shall maintain the confidentiality of documents designated as confidential by ACPS, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Contractor from establishing a claim or defense in an adjudicatory proceeding. The Contractor shall require of Subcontractors similar agreements to maintain the confidentiality of information specifically designated as confidential by ACPS.

ARTICLE 3 **ADDITIONAL SERVICES**

1. Additional Services are services not included within Basic Services. ACPS may direct the Contractor to perform Additional Services without invalidating the Purchase Order. Additional Services shall be paid for by ACPS in addition to the compensation for Basic Services as set forth in Article 5 hereof, and subject to Article 8 hereof. Additional Services shall only be provided if authorized in writing by ACPS.

2. Only the following people have authority to make monetary changes to the Contract Documents: ACPS's Superintendent; ACPS's Chief Financial Officer (or, if that position is not filled, ACPS's Interim Chief Financial Officer); and, ACPS's Procurement Officer (or, if that position is not filled, ACPS's Interim Procurement Officer). The names of those individuals may be found on ACPS's website at:

<http://www.acps.k12.va.us/superintendent/>; and

<http://www.acps.k12.va.us/financial-services/>.

Notwithstanding anything to the contrary in the Contract Documents, the only Additional Services that shall be effective and binding on ACPS are those that are approved in writing by the people that occupy those positions at the time of such approval. The individuals that occupy those positions may change from time to time, and it is Contractor's sole obligation to check ACPS's web site in order to identify the people that occupy those positions each time ACPS approves an Additional Service.

ARTICLE 4
ACPS'S RESPONSIBILITIES

1. ACPS shall render decisions in a timely manner pertaining to issues the Contractor brings to ACPS's attention that require its decision, in order to avoid unreasonable delay in the orderly and sequential progress of the Services. It shall be Contractor's responsibility to keep ACPS informed of deadlines for any such decisions and to notify ACPS in advance in writing of the possible impacts due to ACPS, thus allowing ACPS reasonable opportunity to avoid or mitigate any impacts.

ARTICLE 5
PAYMENTS TO THE CONTRACTOR

ACPS shall compensate the Contractor as follows:

1. **Basic Services.** The Purchase Order identifies either a lump-sum amount, a not-to-exceed amount, or Unit Rate(s) for the Basic Services ("Purchase Order Price"). For the Contractor's proper and full performance of the Basic Services, ACPS shall pay Contractor either: the Purchase Order Price if it is a lump-sum amount; or, if it is a not-to-exceed amount, up to but not more than the Purchase Order Price as explained in Section 5.3.1.2 hereof; or, if it is a Unit Rate(s), for the Units actually completed as explained in Section 5.3.1.3 hereof. The Purchase Order Price includes all taxes applicable to the Basic Services; provided, however, the Purchase Order Price shall not include, and no charge will be allowed for, those sales and excise taxes for which ACPS is exempt by state law.

2. **Additional Services.** For Additional Services, ACPS and Contractor shall agree in writing on the amount of, or basis for, compensation prior to the rendering of such Additional Services. If ACPS and Contractor agree as to the scope of such Additional Services, but are unable to agree upon such compensation in advance, then the Contractor shall be paid for agreed upon Additional Services on an hourly rate basis. In such case, Contractor shall use the hourly rates included in the Purchase Order, or if not included therein the rates set forth in the Offer if ACPS accepted such rates, or if not included therein or if not accepted by ACPS, Contractor shall submit hourly rates to ACPS for its review and approval. Such rates shall remain constant for the duration of the Purchase Order. With respect to Additional Services, no charge will be allowed for those sales and excise taxes for which ACPS is exempt by state law. Contractor's rights under this Section to receive additional compensation shall be subject to Article 8 hereof.

3. **Invoicing.**

5.3.1 On or before the 10th day of each month during the performance of the Services, Contractor shall submit an invoice to ACPS that covers the entire preceding month, along with all substantiating data and information reasonably requested by ACPS. Each invoice shall identify the amount owed for Basic Services and Additional Services, as follows:

.1 If the Purchase Order Price is a lump-sum amount, then Contractor shall be paid for Basic Services on a percent complete basis, and the Contractor's invoice shall be determined by multiplying the Purchase Order Price by the percentage of the Basic Services that the Contractor completed during the period covered by the invoice.

.2 If the Purchase Order Price is a not-to-exceed amount, then Contractor shall be paid for Basic Services on an hourly rate basis for the hours it spent performing Basic Services during the period covered by the invoice, and the invoice shall set forth: (1) the names of the individuals that performed Basic Services during the period covered by the invoice; (2) the specific Basic Services that each individual performed during that period; (3) the number of hours that each individual spent on the Basic Services during that period; (4) the hourly rates applicable to those hours; and, (5) the extended amounts based upon those hours and hourly rates. Contractor shall use the hourly rates included in the Purchase Order, or if not included therein the rates set forth in the Offer if ACPS accepted such rates, or if not included therein or if not accepted by ACPS, Contractor shall submit hourly rates to ACPS for its review and approval. Such rates shall remain constant for the duration of the Purchase Order. Contractor shall submit supporting documentation with its invoice that substantiates the hours it incurred and for

which it is requesting compensation. Under no circumstances shall the cumulative amount ACPS pays for Basic Services exceed the not-to-exceed amount. All hours spent by Contractor on Basic Services that would cause the not-to-exceed amount to be exceeded shall be absorbed by Contractor and not billed to ACPS.

.3 If the Purchase Order Price is a Unit Rate or Unit Rates, then Contractor shall be paid for Basic Services on a Unit Rate basis for the Units it completed during the period covered by the invoice, and the invoice shall set forth: (1) the types of Units that were completed during the period covered by the invoice; (2) for each of those Units, the number of Units that were completed during that period; (3) the Unit Rates applicable to each of those Units; and, (4) the extended amounts based upon those Units and Unit Rates. Contractor shall submit supporting documentation with its invoice that substantiates the Units it completed and for which it is requesting compensation.

.4 For Additional Services being performed on a lump-sum basis, Contractor shall be paid for the Additional Services on a percent complete basis, and the Contractor's invoice shall be determined by multiplying the lump-sum amount for the Additional Services by the percentage of the Additional Services that the Contractor completed during the period covered by the invoice. For Additional Services that are being performed on an hourly rate basis, the Contractor's invoice shall be based upon, and shall set forth: (1) the names of the individuals that performed such Additional Services during the period covered by the invoice; (2) the specific Additional Services that each individual performed during that period that are being compensated on an hourly rate basis; (3) the number of hours that each individual spent on the Additional Services during that period that are being compensated on an hourly rate basis; (4) the hourly rates applicable to those hours; and, (5) the extended amounts based upon those hours and hourly rates. Further, to the extent an invoice includes amounts for Additional Services performed on an hourly rate basis, the Contractor shall submit supporting documentation with its invoice that substantiates the hours it incurred and for which it is requesting compensation. Additionally, to the extent that Additional Services provided on an hourly rate basis are subject to a not-to-exceed amount, then under no circumstances shall the cumulative amount ACPS pays for such Additional Services exceed such not-to-exceed amount, and all hours spent by Contractor on such Additional Services that would cause that not-to-exceed amount to be exceeded shall be absorbed by Contractor and not billed to ACPS.

5.3.2 Payments are due and payable sixty (60) Days from the date of the Contractor's properly submitted and approved invoice.

4. **Availability of Funds.** Notwithstanding anything to the contrary in these Terms and Conditions or the other Contract Documents, it is expressly understood and agreed that ACPS's payment obligations to Contractor are limited by, and shall in no event exceed, the funds that have been made available to ACPS, or which may hereafter be made available to ACPS, for the Purchase Order.

5. **Payments to Subcontractors.**

5.5.1 For each Subcontractor, Contractor shall take one of the following two actions within seven (7) Days after it receives payment from ACPS under the Purchase Order:

.1 pay the Subcontractor its proportionate share of the total payment Contractor received from ACPS that is attributable to the services performed by the Subcontractor; or

.2 notify ACPS and the Subcontractor, in writing, of the Contractor's intention to withhold all or a part of the Subcontractor's payment with the reason for nonpayment.

5.5.2 For each Subcontractor, Contractor shall pay interest to the Subcontractor on all amounts Contractor owes the Subcontractor that remain unpaid after seven (7) Days following Contractor's receipt of payment from ACPS for services performed by the Subcontractor, except for amounts withheld from Subcontractor and for which written notice was provided to ACPS and the Subcontractor as provided in Section 5.5.1 hereof. Unless otherwise provided in these Terms and Conditions, interest shall accrue on said amounts at the rate of one percent per month.

5.5.3 Contractor shall furnish to ACPS the names of all Subcontractors who are to perform any services in connection with the Purchase Order. Contractor shall also furnish to ACPS the social security numbers or federal employer identification numbers of such entities.

5.5.4 By appropriate agreement with each Subcontractor, the Contractor shall require each Subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to its lower-tier subcontractors.

ARTICLE 6 **TIME**

1. The times and dates pursuant to the Contract Documents are of the essence. Contractor shall complete the Basic Services in accordance with the schedule set forth in the Solicitation (or if not in the Solicitation, the Purchase Order, and if not in the Purchase Order, then as quickly as reasonably possible) (the "Contractor Schedule"). The only changes to the Contractor Schedule that will be effective are those that are approved in writing by ACPS, and mutually agreeable to Contractor.

2. If Contractor is unable to satisfy the Contractor Schedule due to circumstances that are beyond the Contractor's control, and which the Contractor could not have reasonably anticipated or contemplated at the time it received the signed Purchase Order, then ACPS will extend the time for Contractor's satisfaction of the same to the extent its satisfaction of the same is delayed by such circumstances. Contractor will not be afforded any extensions of time for delays caused by the Contractor, Subcontractors, or anyone for whom any of them may be responsible.

3. ACPS's acceptance or granting of a time extension to the Contractor Schedule does not necessarily entitle Contractor to additional compensation.

4. ACPS may issue Contractor one or more written notices to suspend the Services and Contractor shall suspend the Services for the period stated in such notices. Contractor is not entitled to compensation for "down time" during the period of suspension when it is not performing Services.

5. Requests, submissions, claims or disputes arising under this Article shall be subject to the requirements and procedures of Article 8 hereof.

ARTICLE 7 **INSURANCE AND INDEMNITY**

1. Contractor's Insurance.

7.1.1 Types and Amounts of Insurance. The Contractor shall purchase and maintain the following types and minimum amounts of insurance:

.1 Workers Compensation / Employers Liability Insurance – Workers compensation insurance shall comply with the applicable statutory requirements. Employers liability insurance shall have limits of not less than \$ 1,000,000 and shall include a Waiver of Right to Recover From Others endorsement (NC CI form WC 000313) naming the Indemnitees defined in Section 7.3 hereof.

.2 Commercial General Liability Insurance – Commercial general liability insurance, on a per occurrence basis, including (a) broad form property damage; (b) contractual liability insurance insuring the Contractor's liabilities assumed under the Contract Documents, including the indemnification obligations set forth herein; and (c) personal injury and advertising injury in the following minimum amounts: (1) \$1,000,000 EACH OCCURRENCE (combined single limit for bodily injury and property damage); (2) \$5,000 MEDICAL EXPENSE; (3) \$1,000,000 PERSONAL AND ADVERTISING INJURY (each offense combined single limit); (4) \$2,000,000 GENERAL AGGREGATE; and (5) \$50,000 DAMAGE TO PREMISES RENTED TO YOU.

.3 Automobile Liability Insurance – with limits of liability of not less than \$1,000,000 combined single limit for bodily injury and property damage coverage. Such coverage shall include all automobiles owned, leased, hired or non-owned. In addition, the Contractor's automobile liability insurance policy shall include coverage for automobile contractual liability.

.4 Excess or Umbrella Liability Insurance – with limits of liability of not less than: \$5,000,000 each occurrence and annual aggregate excess of primary insurance. This policy shall apply on a "following form" basis to the underlying commercial general liability and automobile liability policies.

7.1.2 Terms, Conditions and Endorsements. All of the insurance described in Section 7.1.1 hereof shall be subject to the following terms, conditions and endorsements.

.1 Insurer. The insurance shall be purchased from a company with an "A-:VII" or better rating from A.M. Best Company, which is both lawfully able to provide insurance in the Commonwealth of Virginia and reasonably acceptable to ACPS.

.2 Additional Insureds Endorsements. All insurance, except the workers compensation insurance, shall include ACSB, ACPS, and their respective directors, members, officers, employees and agents as additional insureds under ISO Form CG 20 37 10 01 (or its equivalent). A copy of the additional insured endorsement must be provided along with the insurance certificate. Subsequent, non-equivalent editions of this ISO Form are not acceptable. The coverage provided to the additional insureds must be as broad as that provided to the Contractor and shall not contain any additional exclusionary language or limitations applicable to such additional insureds. These endorsements shall apply without regard to other provisions of the Contract Documents.

.3 Primary Insurance. The commercial general liability insurance under Section 7.1.1.2 hereof, the automobile liability insurance under Section 7.1.1.3 hereof, and the excess/umbrella liability insurance under Section 7.1.1.4 hereof, shall apply as primary insurance, without any right of contribution by any other insurance that may be carried by ACPS. Any general liability, automobile liability, excess/umbrella liability or other insurance purchased by ACPS is, or has been, specifically purchased as excess over any general liability, automobile liability or excess/umbrella liability insurance purchased by the Contractor.

.4 Contractual Liability Insurance. ISO or other endorsements that restrict or modify the extent of the standard contractual liability coverage afforded by the commercial general liability and automobile liability insurance policies are not acceptable.

.5 Severability of Interest. The insurance shall include a severability of interest clause for all named insureds and additional insureds.

.6 Duration. Coverage shall be maintained, without interruption, from the date of commencement of the Services until the date of final payment for the Services. The insurance obligations shall survive the expiration or termination of the Purchase Order.

.7 Notice of Cancellation, Etc. Contractor must notify ACPS in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 business days of any notices received from any insurance carriers providing insurance coverage that concern any proposed modification, cancellation, or termination of coverage:

Alexandria City Public Schools
Attn: Procurement Officer
2000 N. Beauregard Street
Alexandria, Virginia 22311
Facsimile No. (703) 824-0382

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

.8 Defense. The insurance obtained by the Contractor, except for workers compensation insurance, shall provide that the insurer shall defend any suit against the additional insureds, even if such suit is allegedly or actually frivolous or fraudulent. Defense costs shall apply in excess of any per occurrence limit of liability and shall not reduce any aggregate limits of liability applying under the policies.

.9 Delivery of Certificates and Policies. Contractor shall provide ACPS with original certificates of insurance and all endorsements, in a form acceptable to ACPS, within fifteen (15) Days after Contractor receives the signed Purchase Order, and thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) Days prior to the expiration of previously provided certificates. The Certificate Holder box shall identify the name and address of ACPS. The Contractor shall submit copies of the policies or provide other policy related information within seven (7) Days following a request from ACPS.

.10 Subcontractors. Contractor shall cause each of the Subcontractors to provide, pay for, and maintain in full force and effect workers compensation/employers liability insurance, commercial general liability insurance, automobile liability insurance, and excess/umbrella liability insurance, with commercially reasonable limits and coverages based upon the services they are to provide.

.11 Non-Waiver. Permitting the Contractor to commence Services or releasing any payment prior to compliance with the requirements in this Section 7.1 shall not constitute a waiver thereof.

2. Waivers of Subrogation. The Contractor and ACPS waive all rights of recovery against each other for any losses covered and paid by insurance.

3. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless ACSB, ACPS, and their respective directors, members, officers, employees, agents, representatives and volunteers (the "Indemnitees") from and against all Damages arising out of or in any way related to the Contract Documents or Services, but only to the extent caused by the intentional misconduct or negligence of the Contractor or anyone for whom Contractor is responsible or liable, regardless of whether or not such Damages are caused in part by any of the Indemnitees. Nothing herein shall require the Contractor to indemnify the Indemnitees for their own negligence or intentional conduct. The Contractor's indemnity obligations hereunder shall not be limited by any limitation on the amount of Damages it may owe (or those for whom it is liable or responsible may owe) under any employee benefit acts, including workers' compensation and disability acts.

4. Independent Obligations. Any of the insurance required to be provided by the Contractor under this Article 7 is in addition to, and is separate and distinct from, any other obligation of the Contractor under any other provision of the Contract Documents.

ARTICLE 8 **DISPUTE RESOLUTION**

1. Any claim or dispute between the Contractor and ACPS that arises under or in any way relates to the Contract Documents or the Services, including without limitation requests, demands, submissions, disputes or claims for money, additional time or other relief ("Claims"), which is not resolved by the mutual agreement of ACPS and the Contractor, shall be decided by the Procurement Officer, who shall reduce its decision to writing and mail or otherwise forward a copy thereof to the Contractor within ninety (90) Days after receiving such Claim. For all Claims that Contractor has or wishes to pursue against ACPS, whether for money, additional time or other relief, Contractor shall: (1) provide ACPS with written notice of Contractor's intention to file a Claim within ten (10) Days of when Contractor was aware, or reasonably should have been aware, of the act, omission or occurrence giving rise to the Claim, whichever is sooner; and (2) submit a fully documented and supported Claim to ACPS in writing no later than thirty (30) Days after notice of the Claim was due. Under no circumstances may Contractor submit a Claim to ACPS more than sixty (60) Days after it receives final payment from ACPS for Basic Services. All requirements stated in this Section 8.1 constitute express conditions precedent to Contractor's right to pursue a Claim and Contractor waives any and all Claims against ACPS to the extent it does not comply with such requirements.

2. The Contract or may not institute legal action prior to receipt of the final written decision of the Procurement Officer, unless the Procurement Officer fails to render a decision within 90 Days of submission of the Claim. The decision of the Procurement Officer shall be final and conclusive unless the Contractor appeals the decision within six months of the date of the final decision by instituting legal action as provided in Section 8.3 hereof. Failure of the Procurement Officer to render a decision within 90 Days shall not result in the Contractor being awarded the relief claimed and shall be deemed a denial of said Claim. The sole remedy for the Procurement Officer's failure to render a decision within 90 Days shall be the Contractor's right to institute legal action on the Claim.
3. The Contract Documents, and all Claims arising under or related to the Contract Documents or the Services, whether framed in contract, tort or otherwise, shall be governed by laws of the Commonwealth of Virginia, and shall be resolved by way of litigation in the Circuit Court for Alexandria City, Virginia.
4. ACPS and Contractor shall be required to continue to perform their respective obligations under the Contract Documents pending the resolution of any Claim.
5. ACPS's payment for Services rendered or on a Claim by Contractor shall not preclude ACPS from making a Claim against Contractor for any Services found not to comply with the Contract Documents.
6. Remedies herein reserved to ACPS shall be cumulative and additional to any other remedies provided in law or equity.

ARTICLE 9 **TERMINATION**

1. ACPS may terminate the Purchase Order at any time, with or without cause, as provided in this Article 9.
2. If Contractor is in breach of any provision of the Contract Documents, ACPS may give Contractor written notice thereof and demand that Contractor cure such breach. If Contractor fails to fully and completely cure the breach and provide reasonable evidence of such cure to ACPS within seven (7) Days of receipt of ACPS's notice, ACPS may, at any time thereafter: terminate the Purchase Order; finish the terminated Services by whatever method ACPS may deem expedient; and, deduct the cost thereof from any amount due or to become due to Contractor under the Purchase Order or any other agreement between the parties. Further, Contractor shall be responsible for all Damages incurred by ACPS by reason of Contractor's breach, including, but not limited to, excess procurement costs to complete the terminated Services. If ACPS improperly terminates the Purchase Order for cause, the termination for cause will be automatically converted to a termination for convenience, and Contractor shall be reimbursed in accordance with Section 9.3 hereof.
3. ACPS may also terminate the Purchase Order for its convenience and without cause at any time upon written notice to Contractor. Unless otherwise directed by ACPS, Contractor shall cease its performance of the Services immediately following receipt of ACPS's convenience termination notice and terminate all commitments to third parties in connection with the Services. In the event of a termination for convenience, the Contractor shall only be compensated for Services actually performed prior to termination, and shall not be entitled to overhead or profit on Services not performed. Contractor shall submit and ACPS shall process Contractor's convenience termination payment estimate in the same manner as Contractor's invoices for payment under Article 5 hereof, and Contractor's entitlement to that payment shall be subject to the same conditions as provided therein.
4. ACPS's termination of the Purchase Order for default may result in the removal of the Contractor's name from ACPS's mailing list for future projects for an indeterminate period.
5. Failure of ACPS to make payments to the Contractor in accordance with these Terms and Conditions that are properly due shall be considered substantial nonperformance and cause for the Contractor to suspend its Services or terminate the Purchase Order upon written notice to ACPS that it has failed to pay such amounts, but only if ACPS then fails to cure its breach within thirty (30) Days after its receipt of such notice. Further, if Contractor

properly suspends its Services pursuant to this Section 9.5, then it shall not be required to resume its Services until it has been paid the overdue amount set forth in such notice.

6. If ACPS suspends the Services for more than one hundred twenty (120) cumulative Days for reasons other than the fault of the Contractor, then the Contractor may terminate the Purchase Order by giving not less than thirty (30) Days' written notice to ACPS.

ARTICLE 10 **NOTICES**

1. Within five (5) Days after ACPS transmits the Purchase Order to Contractor, Contractor shall submit in writing to ACPS the name, address, facsimile number and email address of the representative of the Contractor who has authority to bind the Contractor and to whom all notices required under the Contract Documents must be sent. If Contractor fails to provide such information, then the person that signed the Offer on behalf of the Contractor shall be deemed to be such representative.

2. Within five (5) Days after ACPS transmits the Purchase Order to Contractor, ACPS shall submit in writing to Contractor the name, address, facsimile number and email address of the representative(s) of ACPS to whom all documents and notices required under the Contract Documents must be sent. If ACPS fails to provide such information, then the Procurement Officer shall be deemed to be such representative.

3. All required notices, requests, demands, and other communications that one party is required to provide to the other shall be made in writing and shall be either personally delivered, mailed by certified or registered mail (postage prepaid, return receipt requested), sent via a nationally recognized overnight delivery service, emailed, or sent by facsimile, to the other party's representative at the physical address, email address or facsimile number provided in accordance with this Article 10, and shall be deemed to have been given on the date of actual delivery.

ARTICLE 11 **MISCELLANEOUS PROVISIONS**

1. **Governing Law.** The Contract Documents shall be governed by the laws of the Commonwealth of Virginia, irrespective of its choice of law or conflicts of law principles.

2. **Successors and Assigns.** The Contractor binds itself, and its partners, successors, permitted assigns and legal representatives to ACPS with respect to all of the Contractor's obligations contained in the Contract Documents. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the Purchase Order or any of its rights, title or interests therein, to any other entity without the previous written consent of ACPS. There are no third-party beneficiaries to the Contract Documents, and nothing contained in the Contract Documents creates a contractual relationship between a third-party and ACPS or provides a third-party with any rights or causes of action against ACPS.

3. **Equal Opportunity.**

11.3.1 Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or any other characteristics covered by anti-discrimination provisions of applicable federal, state or local law. Failure to comply with such laws shall be a material breach of the Purchase Order.

11.3.2 Among other laws, during the performance of the Purchase Order, Contractor shall follow and abide by Section 11-51 of the Code of Virginia:

.1 Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to

the normal operation of the Contractor. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

.2 Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that Contractor is an equal opportunity employer.

.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 11.3.2.

.4 Contractor shall include the provisions of this Section 11.3.2 in every Subcontractor contract over \$10,000 so that the provisions will be binding upon each such Subcontractor.

4. **Drug Free Workplace.** During the performance of the Purchase Order, the Contractor shall: (1) provide a drug-free workplace for the Contractor's employees; (2) 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; and, (3) state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that the Contractor maintains a drug-free workplace.

5. **Unauthorized Aliens.** Contractor does not, and shall not during the performance of the Purchase Order, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

6. **Crimes.** Contractor certifies that neither it, nor any of its employees, workers or Subcontractors, have been convicted of: (i) a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; or (ii) a crime of moral turpitude.

7. **Survival.** All of Contractor's representations, warranties, guarantees, and indemnifications made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations under the Contract Documents, shall survive final payment under, termination of, and/or the completion of the Purchase Order.

8. **Construction.** Any rule of law wherein ambiguities are construed against the drafter of a document shall not apply to the Contract Documents and it is affirmatively waived by ACPS and Contractor with respect to the same.

9. **Headings/Captions.** The headings or captions used in the Contract Documents are for convenience only and shall not be used in interpreting the same.

10. **Final Agreement.** The Contract Documents represent the entire and integrated agreement between ACSB and the Contractor and supersede all prior negotiations, representations, or agreements, either written or oral, between ACPS and Contractor concerning the subject matter of the Contract Documents. The Contract Documents may be amended only by a written instrument signed by ACPS.

11. **Waiver.** ACPS's failure to insist, in any one or more instances, on the performance of any of the Contractor's obligations under the Contract Documents, or ACPS's approval of alternatives, variations or substitutions to Contractor's obligations, shall not be construed as a waiver, modification, or relinquishment of such obligation or right with respect to future performance. Likewise, ACPS's actions or inactions shall not waive, modify or alter Contractor's responsibilities and liability under the Contract Documents.

12. **Severability.** In the event any one or more of the provisions contained in the Contract Documents shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Contract Documents, and in lieu of each such invalid, illegal or unenforceable provision, there shall be added automatically as a part of the Contract Documents a

provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable; each part of the Contract Documents is intended to be severable.

13. Electrical Items. To the extent Contractor supplies and installs regularly manufactured stock electrical items, they shall bear the label of the Underwriters Laboratories, Inc.

14. Cooperative Procurement. If the Solicitation provides that, with Contractor's consent, other public bodies can purchase Services from Contractor under the Purchase Order, and if Contractor identified in its Offer other public bodies that can purchase Services from it under the Purchase Order, then:

.1 The public bodies that Contractor identified in its Offer can, but are not required to, purchase Services from Contractor under the Purchase Order, and such purchases shall be based upon the prices, terms and conditions set forth in the Contract Documents as such terms and conditions properly are modified or supplemented by such public bodies.

.2 The public bodies that Contractor identified in its Offer shall place all such orders directly with Contractor. Contractor is not required to accept such orders from other public bodies.

.3 ACPS shall have no obligations, responsibilities or liabilities whatsoever, and shall not be responsible for any costs or Damages, with respect to any Services or anything else that other public bodies purchase from Contractor or orders or contracts between Contractor and other public bodies.

.4 The public bodies that Contractor identified in its Offer have no obligation to purchase Services from Contractor under the Purchase Order, and they may elect to proceed with their own procurements and use their own contracts.

**ATTACHMENT A
OFFER AND AWARD STATEMENT**

REQUIRED SUBMITTAL - OFFER AND AWARD FORM

<p>NAME OF PROPOSER: _____</p> <p>ADDRESS: _____</p> <p>TELEPHONE NUMBER: (____) _____</p> <p>MOBILE NUMBER: (____) _____</p> <p>FAX NUMBER: (____) _____</p> <p>EMAIL: _____</p> <p>FEDERAL EMPLOYMENT IDENTIFICATION NO: _____</p> <p>ALEXANDRIA BUSINESS LICENSE NO: _____</p> <p>VIRGINIA CONTRACTOR’S REGISTRATION NO. _____</p>

In consideration of the payment of the Contract Sum, as set forth in the Proposal, the Proposer offers to perform the Work set forth in RFP 12 -13-003, together with any addenda, in accordance with the terms of the Proposer’s Proposal, as modified by any contract or purchase order.

By signing this document, the Proposer agrees that, if its Proposal is accepted for the consideration mentioned, it will at its own expense do all of the work and furnish all the materials, equipment, and labor necessary to carry out this agreement within the time specified in the RFP.

Contractor’s Authorized Signatory – _____ Date

Name and Title of Authorized Signatory

Accepted by ACPS, Alexandria, Virginia,

Stacey B. Johnson, Chief Financial Officer This _____ day of _____, 2012.

**ATTACHMENT B
KEY PERSONNEL FORM**

KEY PERSONNEL: In the spaces provided below, the Proposer shall identify a minimum of two (2) key persons who would be assigned to provide contract administration. One (1) of these two (2) individuals shall be available during normal business hours. Further, the Proposer shall identify below the person who will serve as Supervisor.

KEY PERSON NAME:

TITLE:

LIST QUALIFICATIONS AND EXPERIENCE:

KEY PERSON NAME:

TITLE:

LIST QUALIFICATIONS AND EXPERIENCE:

**ATTACHMENT C
ORGANIZATION INFORMATION WORKSHEET**

1. Proposer's Name: _____

Provide all names under which the applicant does or has done business in the last ten (10) years:

Is the Proposer related to another firm as a parent, subsidiary, or affiliate?

Yes _____ No _____

If yes, attach names and addresses for all affiliated, parent and/or subsidiary companies, and state the nature of each affiliation. _____

2. Proposer's Address: _____

3. Tax Identification Number (EIN/SSN): _____

4. Describe the Proposer legal organization type, status and structure. _____

(a) Is Proposer a corporation? Yes _____ No _____

If yes, what is the State of incorporation?

If not incorporated, specify method, nature and date of organization:

(b) Is Proposer a Partnership? _____

(c) Is Proposer a Joint Venture, Consortium or similar type of entity combining resources of multiple entities with a formal legal organization or pursuant to a written agreement? Yes _____ No _____

(d) Details: If a partnership, attach the partnership agreement and other details that explains its purpose, function, creation, members and management (including without limitation each partner's name(s) and individual contact information for each partner). If Proposer is a Joint Venture (JV) or Consortium, attach and provide the same type of details, and also include the JV or Consortium agreement and provide details of the intended role of each JV member, including appropriate additional attachments.

(e) Each corporation must also provide the names of the following officers:

President: _____

Vice-President: _____

Secretary: _____

Treasurer: _____

Registered Agent (include address): _____

5. Initial if the Proposer is: Minority Owned: _____, Women Owned: _____, Neither: _____

If Proposer is minority or woman owned, provide, as attachment, any governmental certifications thereof.

6. Performance By Others:

(a) Specify the portions of the Work that the Proposer expects to contract to other entities:

(b) Contact Persons: Provide contact information including name, title, phone number, mobile number, and email address of the person who can respond authoritatively to any questions regarding this response:

7. List entity(ies) that will provide insurance:

Firm Name _____

Years in business _____

8. Company Name

Proposer's Authorized Signatory Date

**ATTACHMENT D
ELIGIBILITY CRITERIA (MINIMUM QUALIFICATIONS) WORKSHEET**

Responsiveness to Request for Proposals – In order that a Proposal be deemed responsive, a Proposer shall submit the information required by Section 13, entitled Eligibility Criteria. In addition, Proposer shall complete the following form, for each entity that comprises the Proposer.

1. **Debarment Status** - Has the Proposer, or any affiliate, ever been the subject of any of the following actions:
 - a. Debarment (state, local or federal) Yes ___ No ___
 - b. Deletion from a Prequalified Bidders List Yes ___ No ___
 - c. Other action which resembles debarment Yes ___ No ___

If yes, provide details on a separate sheet for each instance.

2. **License** - Attach copies of the Proposer's Commonwealth of Virginia or City of Alexandria Business Licenses.
3. **Insurance/Statement** – Please sign the ACPS Insurance Checklist form included herein and include in your Proposal submission.
4. **Authority to Do Business in the Commonwealth of Virginia** - Include a sheet that states the Proposer's VA State Corporation Commission ID number or attach an acceptable signed statement in accordance with the requirements of Section 14.

**ATTACHMENT E
PAST PROJECT CONCERNS WORKSHEET**

1. **Claims/Final Resolution/Judgments** – Have any of the following actions occurred on, or in conjunction with, any project performed by the Proposer, any affiliate, or their officers, partners or directors in the last five (5) years? “Legal Action” shall include civil or criminal litigation, administrative proceedings, indictments, arbitrations or the like.

a. Legal Action Initiated by Proposer against Owner?Yes ___ No ___

b. Legal Action Initiated by Proposer against Consultant?.....Yes ___ No ___

c. Legal Action Initiated by Owner against Proposer?Yes ___ No ___

d. Legal Action Initiated by Consultant against Proposer?.....Yes ___ No ___

e. Initiated by a governmental entity against Proposer?
.....Yes ___ No ___

f. Judgments against Proposer?Yes ___ No ___

2. If the answer to any of items a. through f. above is yes, provide details on a separate sheet for each instance.

3. **Conflict of Interest** - Identify any persons known to the Proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection with the Contract pursuant to the Virginia State and Local Government Conflict of Interest Act (Va. Code §§ 2.23100 *et seq.*)

4. **Termination/Failure to Complete** – Has Proposer ever been terminated for work awarded to it? This includes termination for default (or cause) or for the convenience of the Owner? Has Proposer for any other reason failed to complete a project? Yes ___ No ___

If yes, provide details on a separate sheet for each instance, explain the reason for the termination, the present status and resolution.

4. **Bankruptcy:** Has Proposer filed for bankruptcy in the last seven years or is your firm currently the debtor in a bankruptcy case? If yes, please explain the circumstances:

5. **Breach, Default, Debarred:** Within the last five (5) years, has Proposer been disqualified, removed, or otherwise declared in material breach or default of any contract by a public agency, or debarred from participating in bidding for any contract? If yes, please explain the circumstances:

6. **Release from Contract Proposal, Bid or Award:** Has Proposer filed a request to be released from a proposal, bid, selection or award on an A/E, project management, construction management or construction contract within the last five (5) years? If yes, please explain the circumstances:

7. **Failure to Execute a Contract:** Has Proposer ever been selected for award or awarded a contract in which you failed to execute the contract? This would include: the company not signing the contract documents; an inability of the company to obtain insurance requirements; or failure of the company to submit required forms and attestations. If yes, please explain the circumstances:

Company: _____

Signed by: _____ Phone No. _____
 Authorized Representative

Printed/Typed Name, Title: _____

**ATTACHMENT F
ANTI-COLLUSION CERTIFICATION**

The Proposer certifies that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services and that this Proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Proposer understands collusive offering is a violation of Federal Law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The Proposer also understands that failure to sign this statement will make this Proposal non-responsive and unqualified for award.

Name of Company: _____

Signed: _____ Date: _____

ATTACHMENT G

A CITY SCHOOL BOARD dba ALEXANDRIA CITY PUBLIC SCHOOLS (ACPS)

INSURANCE CHECKLIST

I understand the insurance requirements and, if issued this Contract, will submit a Certificate of Insurance to Alexandria City Public Schools in the amount and type as set forth below. (See continuation sheets for explanation.) Items marked “X” are required to be provided by the Proposer or Bidder if Contract issuance is made to the Proposer’s or Bidders’ firm.

		REQUIRED COVERAGES	LIMITS (figures denote minimum limits required)
X	1.	Worker’s Compensation and Employers’ Liability Required when Contractor has three (3) or more employees.	Statutory limits of Commonwealth of Virginia and the state of hire for workers’ compensation. \$1,000,000 each accident; \$1,000,000 each disease; \$1,000,000 policy limit for employer’s liability. USL&H coverage included.
X	2.	Commercial General Liability Required on all ACPS contracts.	\$1,000,000 combined single limit for bodily injury and property damage each occurrence. \$1,000,000 General Aggregate, \$1,000,000 Products and Completed Operations Aggregate, \$1,000,000 Personal injury and Advertising injury Aggregate. The General Aggregate should apply on a “per project” basis, if construction related. General Liability coverage should include: Premises/Operations, Independent Contractors, Contractual Liability, and Explosion, Collapse, and Underground Damage (any type of construction work.) Products and Completed Operations coverage should be maintained for at least three years after ACPS’s final acceptance of the work.
X	3.	Automobile Liability Required on all ACPS contracts. Sole proprietor contractors must provide evidence of business endorsement on their personal auto policy in lieu of a commercial auto liability policy.	\$1,000,000 combined single limit bodily injury and property damage each accident; \$1,000,000 Uninsured and Underinsured Motorists. Must include the following: Owned, Hired and Non-Owned. \$5,000,000 Motor Carrier Act Endorsement, where applicable.
4.		Property Coverage Required when Contractors: A. Uses their own personal property or equipment on ACPS property; and/or B. Stores or leaves equipment or personal property on ACPS Property; and/or C. Uses materials for building NOT owned by ACPS until installed.	<u>Commercial Property Policy/Builders Risk</u> : Provide replacement cost. Should include all perils (also known as “special” or “all risks”) including theft, flood, earthquake and terrorism. <u>Contractor’s Equipment Floater</u> : Provide coverage for Contractor’s mobile equipment, including road building machinery, steam shovels, hoists, and derricks or any equipment to become part of the permanent structure used on the job by builders of structures, roads, bridges and tunnels.
	5.	Crime Policy	\$1,000,000 limit for employee theft of money,

		<u>Required when Contractor:</u> A. Collects money, securities or other property on behalf of ACPS, and/or B. Requires the use of ACPS money, securities, or negotiable property to be in Contractor's care, custody and control and/or C. Has access to computer systems that could involve extortion, theft of monies or securities or other negotiable property.	securities and other property owned by the contractor. An endorsement should also be added to the policy to cover theft of ACPS's money, securities, or other property (third party coverage).
	6.	Professional Liability/Errors & Omissions Required when: A. Contractor must maintain a license or special degree. B. Services require high level of expertise or knowledge in a particular field to require certification or licensing. C. Law enforcement, contractors. A and B services (above) typically include engineering and design services, architects, attorneys, physicians, insurance brokers and agents etc., as well as when access to any private information, electronic data or equipment owned by the ACPS is part of the work.	\$1,000,000 each claim and aggregate. C. Where applicable \$10M Law Enforcement contractors. Coverage may be provided in the General Liability policy in some cases. (e.g. wrongful detention or arrest, etc.).
X	7.	Excess Liability/Umbrella	\$2,000,000 Per Occurrence and Aggregate for bodily injury, property damage, personal and advertising injury and products and completed operations. Limits should include an aggregate per project for construction projects. Higher limits may be required in some cases.
	8.	Garage Liability Required when the contractor takes possession of the ACPS's owned vehicles including buses in order to repair.	\$1,000,000 bodily injury and property damage each occurrence/accident.
X	9.	Alexandria City Public Schools must be named as an additional insured on all insurance policies other than Worker's Compensation and Professional Liability and must be stated on the certificate(s) of insurance (or the certified policy, if required.)	
	10.	Pollution Liability Coverage should be included with a \$1,000,000 limit for each occurrence, claim or pollution incident. This coverage is required of all contractors performing any type of hazardous material remediation, working with pollutants including asbestos and lead abatement, or performing underground work. Higher limits may be required in some circumstances.	
X	11.	Thirty (30) day notice of cancellation, non-renewal, material change or coverage reduction is required on all policies.	
X	12.	Best's Guide rating: "A-" VIII or better, or its equivalent. The insurance companies should be lawfully authorized to do business in the Commonwealth of Virginia.	
X	13.	The Certificate(s) of Insurance shall state the RFP or ITB or Contract Number and Title.	

Company Name

Proposer's Authorized Signatory

Date

Name and Title of Authorized Signatory

RFP 12-13-001
Lead Turnaround Partner

ALEXANDRIA CITY SCHOOL BOARD dba ALEXANDRIA CITY PUBLIC SCHOOLS (ACPS)
INSURANCE CHECKLIST
(continuation sheet)

(Review this section carefully with your insurance agent prior to Proposal submission. See "Insurance Checklist" for specific coverage requirements applicable to the Contract).

I. General Insurance Requirements:

1. The successful Proposer or Bidder shall not start work under the Contract until the successful Proposer or Bidder has obtained at his/her own expense all of the insurance required under the Contract and such insurance has been approved by the ACPS; nor shall the successful Proposer or Bidder allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been obtained and approved by the successful Proposer or Bidder. Approval of insurance required of the successful Proposer or Bidder and subcontractors for the ACPS will be granted only after submission to the Director of Procurement of original, signed certificates of insurance or, alternately, at the ACPS's request, certified copies of the required insurance policies.
2. The successful Proposer or Bidder shall require all subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Business Automobile Liability insurance, Workers' Compensation and Employers' Liability insurance and other insurance coverages as indicated above, in the same manner as specified for the successful Proposer or Bidder. Upon request, the successful Proposer or Bidder shall furnish immediately subcontractors' certificates of insurance to the ACPS.
3. All insurance policies required under the Contract shall include the following provision: Thirty (30) day notice of cancellation, non-renewal, material change or coverage reduction is required on all policies.
4. No acceptance and/or approval of any insurance by the ACPS shall be construed as relieving or excusing the successful Proposer, or the surety, or its bond, from any liability or obligation imposed upon either or both of them by the provisions of the Contract documents.
5. The ACPS (including its officers, agents and employees) is to be listed as an additional insured on all insurance policies except Workers' Compensation and Professional Liability, which must be stated on the certificate(s) of insurance or the certified policy, if requested. Coverage afforded under this section shall be primary with respect to the ACPS, its officers, agents and employees. The contractor's insurance will be primary and the ACPS' insurance or self-insurance shall be non-contributory.
6. The successful Proposer or Bidder shall provide insurance as specified in the "Alexandria City School Board dba Alexandria City Public Schools (ACPS) Insurance Checklist".
7. The successful Proposer or Bidder covenants to save, defend, keep harmless and indemnify the City and all of its officers, agents and employees (collectively the "ACPS") from and against any and all claims, lawsuits, liabilities, loss, damage, injury, costs (including litigation costs and attorney's fees), charges, liability or exposure, however caused, resulting from or arising out of or in any way connected with the successful Proposer's or Bidder's performance or nonperformance of the terms of the Contract Documents or its obligations under the Contract. This indemnification shall continue in full force and effect until the successful Proposer or Bidder

completes all of the Work required under the Contract, except that indemnification shall continue for all claims involving products or completed operations after final acceptance of the Work by the ACPS for which the ACPS gives notice to the successful Proposer or Bidder after the ACPS' final acceptance of the Work.

8. The successful Proposer or Bidder shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property used in connection with the Contract. The successful Proposer or Bidder assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.
9. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the successful Proposer or Bidder fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the Contract term, the ACPS shall have the absolute right to terminate the Contract without any further obligation to the successful Proposer or Bidder, and successful Proposer or Bidder shall be liable to the ACPS for the entire additional cost of procuring performance and the cost of performance of the uncompleted portion of the Contract at the time of termination.
10. Contractual and other liability insurance provided under the Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the ACPS from supervising or inspecting the project. The successful Proposer or Bidder shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.
11. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the ACPS. The successful Proposer or Bidder shall be fully responsible to the ACPS for the acts and omissions of the subcontractors and of persons employed by them as it is for the acts, commissions and omissions of persons directly employed by it.
12. Precaution shall be exercised by the successful Proposer or Bidder at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees, and shrubbery shall be protected against damage or interruption of service at all times by the successful Proposer or Bidder and its subcontractors. The successful Proposer or Bidder shall be held responsible for any damage to persons (including employees) and property occurring by reason of its operation on the property.
13. If the successful Proposer or Bidder does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the ACPS Director of Procurement, may be considered. Written request for consideration of alternate coverage shall be received by the ACPS Director of Procurement at least (10) ten working days prior to the date set for opening the Proposals or Bids. If the ACPS denies the request for alternate coverage, the specified coverage will be required to be submitted. If the ACPS permits alternate coverage, an amendment to the insurance requirements will be prepared and distributed prior to the time and date set for Proposal closing or Invitation to Bid opening date.

14. All required insurance coverage shall be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the ACPS. The insurers shall have a policyholders' rating of "A-" or better, and a financial size of "Class VIII" or better in the latest edition of Best's Insurance Reports, unless the City grants specific approval for an exemption, in the same manner as described in section 13 above.
15. The ACPS will consider deductible amounts as part of its review of the financial stability of the Proposer any deductibles shall be disclosed in the Proposal or Bid, and all deductibles will be assumed by the successful Proposer or Bidder.

II. Successful Proposer's Liability Insurance - "Occurrence" Basis:

1. The successful Proposer or Bidder shall purchase and maintain in a company or companies authorized to do business in the Commonwealth of Virginia, and acceptable to the ACPS such insurance as will protect the successful Proposer or Bidder and the ACPS from claims set forth below which many arise out of or result from the successful Proposer or Bidder operations under the Contract, whether such operations are by the successful Proposer or Bidder or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - A. Claims under Workers' Compensation, disability benefits and other similar employee benefit acts;
 - B. Claims for damages because of bodily injury, occupational sickness or disease, or death of successful Proposer's or Bidder's employees.
 - C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than successful Proposer's or Bidder's employees.
 - D. Claims for damages insured by usual Personal Injury Liability coverage which are sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the successful Proposer or Bidder, or by any other person;
 - E. Claims for damages, other than to the Work itself (but only to the extent of coverage under any Builders' Risk or other property form, if applicable) because of injury to or destruction of tangible property, including loss of use resulting there from;
 - F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance of use of any owned, hired, or non-owned motor vehicle;
2. The specific insurance policies required to cover the claims listed above in subsection II. 1 shall include terms and provisions, and be written for not less than the limits of liability, (or greater limits if required by law or contract) as shown on the "Alexandria City School Board dba Alexandria City Public Schools (ACPS) Insurance Checklist" contained in the Request for Proposals, Invitation to Bid or Request for Quotes documents.
 - A. Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as dictated on the "Alexandria City School Board dba Alexandria City Public Schools (ACPS) Insurance Checklist":
 - i. Premises/Operations;
 - ii. Actions of Independent Contractors;
 - iii. Products/Completed Operations to be maintained for three years after completion of the Work;

- iv. Contractual liability including protection for the successful Proposer or Bidder from claims arising out of liability assumed under the Contract, and including Automobile Contractual Liability;
 - v. Personal Injury and Advertising Injury Liability
 - vi. Explosion, Collapse or Underground hazards;
3. Commercial Automobile Liability including Uninsured Motorist's and Underinsured Motorists coverage.
4. Workers' Compensation - statutory benefits as required by Virginia law or the U.S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard Other States coverage; and Employers' Liability coverage.

III. Commercial General or other required Liability Insurance - "Claims Made" Basis

1. If Commercial General or other liability insurance purchased by the successful Proposer or Bidder has been issued on a "claims made" basis, the successful Proposer or Bidder shall comply with the following additional conditions. The limits of liability and the extensions to be included as described in the "Alexandria School Board dba Alexandria City Public Schools Insurance Checklist" remain the same. However, the successful Proposer or Bidder shall either:

- (a) Agree to provide the certificates of insurance evidencing the above coverage for a period of three years after final payment for the Contract. This certificate shall evidence a retroactive date, no later than the beginning of the successful Proposer or subcontractors Work under the Contract; or

Purchase a three year extended reporting period endorsement for the policy or policies in force during the term of the Contract as evidence of the purchase of this extended reporting period endorsement by means of a certificate of insurance or a certified copy of the endorsement itself.