



CONTRACT MODIFICATION AGREEMENT

Date: July 25, 2014

Contract Number: DOE-LASTP-2013-04-1 **Modification Number:** 1

Issued By: Commonwealth of Virginia
Department of Education
Post Office Box 2120
Richmond, Virginia 23218-2120

Contractor: Mosaica Turnaround Partners
3400 Peachtree Road, Suite 550
Atlanta, GA 30326

Commodity 92471 - School Operation and Management Services

Title: Low Achieving Schools Turnaround Partners (LTP)

This Supplemental Agreement is entered into pursuant to the provision of the basic contract.

Description of Modification:

In accordance with the Contract #DOE-LASTP-2013-04-1, Section VII, *General Terms and Conditions*, O. *Changes To The Contract*, the *Virginia Department of Education (VDOE)*, ("*Purchasing Agency*") is hereby modifying the Contract to incorporate a *Scope of Work* ("SOW") template with ordering instructions to be used by the Virginia public schools ("schools") in collaboration with the Contractor for obtaining LTP Full Management Services under the Contract on or after May 13, 2014.

1. Revised ordering instructions dated July 11, 2014, for obtaining LTP Full Management Services under the Contract are hereby incorporated into the Contract as Exhibit A and the Scope of Work (SOW) template is hereby incorporated into the Contract as Exhibit B. For LTP Full Management Services, the SOW template will be completed by the school in collaboration with the Contractor for obtaining services under the Contract, contain the total cost in accordance with the Contract, and be signed and dated by only the Contractor. No two party agreements are to be signed. After the SOW template has been approved by VDOE, the school or school division will issue a local purchase order to the selected Contractor to include the Contract number, total SOW price and reference the academic and support services to be provided per the approved, signed and attached SOW. The school shall not issue the local purchase order and work shall not commence until VDOE has approved the SOW.
3. The SOW template may be extended for up to two additional one year periods contingent on prior approval by VDOE as detailed in the ordering instructions. If any changes are required, a new SOW must be completed and submitted to VDOE for approval.



Dollar Value Change \$0

Date Change N/A

Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.

(Name of Contractor)

Virginia Department of Education

By: Michael P. Malone
Signature

By: Marie Williams
Signature

Name: Michael P. Malone
Please print or type

Name: Marie G. Williams 8/6/14
Date signed

Title: Vice President, Bus. Dev.
7/31/14
Date signed

Title: Director of Tax Credit Programs,
Procurement, and Fixed Assets

Exhibit A

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF EDUCATION (“VDOE”)
P.O. BOX 2120
RICHMOND, VIRGINIA 23218-2120

ORDERING INSTRUCTIONS for LTP FULL MANAGEMENT SERVICES - JULY 11, 2014

Contract Title: Low Achieving Schools Turnaround Partners (“LTP”)
Contract Period: November 1, 2013, through October 31, 2016 (Renewable)
Authorized Users: Virginia Public School Divisions and Other State or Local Public Educational Bodies Requiring Such Services

LTP FULL MANAGEMENT SERVICES – Elementary, Middle and High School Levels Unless Otherwise Noted.

Awarded Contractors:

Contract Numbers:

Mosaica Turnaround Partners

#DOE-LASTP-2013-04 – 1

Summary: For LTP Full Management Services, the SOW template - Exhibit B will be completed by the school or school division in collaboration with the Contractor for obtaining services under the Contract, contain the total cost in accordance with the Contract, and be signed and dated by only the Contractor. No two party agreements are to be signed. **The school or school division must submit the SOW to the VDOE Procurement Office for review and approval by the Contract Officer and the Office of School Improvement prior to issuing a purchase order.** After the SOW template has been approved by VDOE, the school or school division will issue a local purchase order to the selected Contractor to include the Contract number, total SOW price and reference the academic and support services to be provided per the approved, signed and attached SOW. The school or school division shall not issue the local purchase order and work shall not commence until VDOE has approved the SOW.

VDOE Contract Officer: Ann Sells, VCO, CPPB
Associate Procurement Director
Telephone: 804-225-2067, Fax: 804-225-2509
Email: ann.sells@doe.virginia.gov

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
TABLE OF CONTENTS.....	2
CONTRACT OVERVIEW	3
ORDERING INSTRUCTIONS.....	4
CONTRACTOR INFORMATION & PRICING – LTP “Full Management” Services	6

LTP FULL MANAGEMENT CONTRACTS OVERVIEW

Divisions, groups of schools, individual schools or other state or local public educational bodies may choose either of the options, “**LTP Full Management**” or “**LTP Excluding Management**” and may select the one (1) LTP Contractor for the “LTP Full Management” option or any of the seven (7) LTP Contractors for the “LTP Excluding Management” option. The division, school or other state or local public educational body will establish the time period for performance of services by the selected LTP and at the contracted price per student per school year in the selected LTP Contract.

Under the LTP Full Management contract, the LTP provides full management services under the authority of the local school division or other state or local public educational body to lead the reform effort and be given increased ability to act and the authority to make choices for one or more persistently low-achieving Virginia public schools.

The contracts incorporate certain provisions of the Request for Proposal, RFP# DOE-LASTP- 2013-04; entitled “Low Achieving Schools Turnaround Partners” issued June 14, 2013, by the Virginia Department of Education, and each contractor’s proposal with clarification and negotiated changes, and Contract Modification #1.

For the purpose of the contracts, “persistently low-achieving schools” are those schools that enter into the Educational Opportunity Institution, are denied accreditation and/or are priority schools as sanctioned by the *United States Department of Education (USED) Elementary and Secondary Act – Application for Virginia’s Flexibility Waiver*.

School divisions may also utilize these contracts for LTP services though a school or group of schools that does not meet this criteria.

It is the intent of VDOE that all LTP Contractors provide services that meet the following minimum requirements:

- One of the three USED models (transformation, turnaround, restart) as selected by the LEA.
- Any additional or supplemental instructional program provided by the LTP must be aligned with the Virginia Standards of Learning (SOL). It is the responsibility of the LTP to ensure alignment with the SOL. The VDOE will check for alignment.
- All teachers provided by the LTP must meet highly qualified status and meet licensure requirements.
- Parental involvement, such as a parent outreach program.

NO OTHER PRODUCTS OR SERVICES CAN BE OFFERED OR PURCHASED UNDER THE CONTRACT. For any other items or services needed by the division, school or other state or local public educational body that are not covered under the selected contract, the ordering entity must procure those items or services pursuant to the ordering entity’s applicable procurement policies, procedures and laws.

ORDERING INSTRUCTIONS FOR FULL MANAGEMENT SERVICES

The following describes the basic steps to be taken by a school division, school or other state or local public educational body (school) when selecting an LTP Contractor:

- Step 1: Select one or more LTP Contractors from the contract list for an initial interview/discussion of needs. The initial interview/discussion can be via telephone and/or face to face.
- Step 2: The selected LTP Contractor(s) may be invited to visit the applicable school(s) for visual purposes and to obtain a better understanding of the needs.
- Step 3: If it is determined that the full management contract will be used, begin discussing the needs of the school to be addressed, the services/tasks that will be provided on-site by the Contractor, the results to be achieved by the Contractor, when the services will be provided (period of performance), location of school where services are to be provided, how much will it cost to provide the LTP services, and to collaboratively complete a Scope of Work (SOW) template (Exhibit B).

Any additional items or services, other than the LTP services covered under the Contract, must not be included in the SOW and should be procured in accordance with the ordering entity's own applicable procurement policies, procedures and laws.

The pricing table set out in Attachment C to the Contract establishes the prices for each level (elementary, middle, and high) and size of school. Different rates for different size schools are included in LTP Contracts because larger schools would normally require more resources than smaller schools. The applicable base unit price for the option selected is inclusive for furnishing all labor and resources on an as-needed, when-needed basis to increase student achievement. The Contractor is not permitted to charge the more than the base unit rate regardless of the amount of time or number of staff or resources. The Contractor's Base Unit Price for the specific school level and size of the school as reported in the most recent Fall Membership Report available at [VDOE :: Fall Membership](#) is multiplied by the number of students enrolled in the school as reported in the most recent Fall Membership Report available at [VDOE :: Fall Membership](#) to arrive at the total price for a year (e.g., 650 students enrolled in the school multiplied by the rate found in the school size category of 501-750 students at the elementary level (\$8,355 X 650) = \$ 5,430,750). The total price for the year is divided by 12 months to arrive at the monthly invoice amount total (e.g., \$5,430,750/ 12 months = \$452,562.50) to be invoiced in arrears for each month services are provided. If services are provided for more than 12 months (or less than 12 months), using the example above, the monthly invoice amount multiplied by the number of months services will be provided (\$452,562.50 X 6 months = \$2,715,375) to derive the total price.

- Step 4: The LTP may decline its selection provided it can demonstrate to the requesting public educational entity that its current commitments or lack of sufficient resources will not allow for timely and quality performance. In that case the division, school, or other state or local public educational body may select another LTP that provides "LTP Excluding Management" option.

If it is decided that the agreement should proceed, the SOW must be signed and dated by the Contractor as the only signed document to acknowledge their proposal to provide the services as set out if selected by the school. If your school entity requires a "Certificate of Insurance" for contractor(s) working onsite, contact the

Contractor to provide you with the Certificate of Insurance naming the school entity as an additional insured and endorsed by the insurance company on the certificate before performance begins.

The school must submit the SOW to the VDOE Procurement Office for review and approval by the Contract Officer and the Office of School Improvement prior to issuing a purchase order.

Step 5: The school or school division (after approval by VDOE and receipt of grant funds, if applicable) will issue to the Contractor a local purchase order to include the Contract number, total SOW price and reference the academic and support services to be provided per the approved, signed and attached SOW. No other terms and conditions may be added to the purchase order or SOW by the school or the Contractor without prior approval of the VDOE procurement director.

Contractors are required to provide progress reports in accordance with the approved SOW template.

The SOW template may be extended for up to two additional one year periods contingent on prior approval by VDOE of a request submitted by the school division detailing the proposed end date for the extension and the reason for the extension, with the original SOW Template attached.

NOTE: The terms and conditions contained in the Contract #DOE-LASTP-2013-04 -1 apply to all purchase orders and SOWs and supersede any pre-printed terms that may appear on the contractor's forms, the purchase order and any attachments. All invoices for payment must be submitted to the address shown on the purchase order. All payments will be made by the ordering entity and not by the Virginia Department of Education.

CONTACTOR INFORMATION & PRICING – LTP “Full Management” Services

Onsite Full-Time

Contractor: **Mosaica Turnaround Partners**
3400 Peachtree Road, Suite 550
Atlanta, GA 30326

Contract Number: **DOE-LASTP-2013-04-01**

School Level: **Elementary, Middle and High School Levels**

Regions Served: **All**

Contact: **Michael Malone**
Vice President, Business Development

Telephone #: **(260) 433-9373**

E-mail: **mmalone@mosaicaeducation.com**

Mosaica Turnaround Partners	Elementary School – high grade 5 per student per school year	Middle School – high grade 8 per student per school year	High School - high grade 12 per student per school year
Up to 250 students	\$12,411	\$12,504	\$14,248
251-500 students	\$ 9,054	\$ 9,461	\$10,227
501-750 students	\$ 8,355	\$ 8,836	\$ 9,389
751 - 1000 students	\$ 7,691	\$ 8,378	\$ 8,708
1000 + students	\$ 7,041	\$ 7,390	\$ 7,719

EXHIBIT B

****SCOPE OF WORK**

For

Academic and Support Services

In Compliance with Contract *#DOE-LASTP-2013-04 – 1

Name of *School Division: **[Type text]**

Name of School & Address: **[Type text]**

Services Required: **[Type text]**
(Excluding Management Services or Full Management Services)

LTP Firm Selected: **[Type text]**

USED Model Selected: **[Type text]**
(Indicate Transformation, Turnaround or Restart)

Period of Performance:

[Type text] to **[Type text]**
(Month, Day, Year) (Month, Day, Year)

(NOTE: The directions included in the Revised Ordering Instructions Exhibit A dated July 11, 2014, must be followed. To consummate the services herein, the SOW template must be approved by DOE in advance and a local purchase order with the DOE approved and attached Scope-Of-Work (SOW) **must be** issued. In accordance with the DOE contract referenced above, it is understood and agreed that the school division shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement.)

1. School needs identified during initial interviews and discussions:

[Type text]

2. Tasks/Services to be provided on-site by the Contractor to address the identified needs:

[Type text]

3. The contractor shall integrate all academic and support services to include the following turnaround principles or meaningful interventions designed to improve the academic achievement of students in persistently low-achieving schools. LTP Services must be aligned with all of the following “turnaround principles. Based on the LTP services to be provided in number 2 above, indicate the page number(s) of the contractor’s proposal incorporated in the Contract that references how the services/tasks to be completed by the contractor meet the following “turnaround principles” and transformation model/turnaround model. Indicate if the LTP services to be provided in meeting the school’s needs are the same or are less than the services included in the contractor’s proposal and incorporated in the Contract.

- 1) Provide strong leadership by: (1) reviewing the performance of the current principal; (2) either replacing the principal if such a change is necessary to ensure strong and effective leadership, or demonstrating to the state education agency that the current principal has a track record in improving achievement and has the ability to lead the turnaround effort; and (3) providing the principal with operational flexibility in the areas of scheduling, staff, curriculum, and budget;

[Type text]

- 2) Ensure that teachers are effective and able to improve instruction by: (1) reviewing the quality of all staff and retaining only those who are determined to be effective and have the ability to be successful in the turnaround effort; (2) preventing ineffective teachers from transferring to these schools; (3) providing job-embedded, ongoing professional development based on the teacher evaluation and support systems and tied to teacher and student needs; (4) working with the school division or other state or local public educational body to recruit and recommend teachers and a leader(s) who have a proven record of success of increasing student achievement; and (5) recommending necessary restructuring of teacher and leader contracts;

[Type text]

- 3) Redesign the school day, week, or year to include additional time for student learning and teacher collaboration;

[Type text]

- 4) Strengthen the school's instructional program based on student needs by (1) ensuring that the instructional program is research-based, rigorous, and aligned with state academic content standards; (2) providing comprehensive, coherent, manageable and integrated instructional and support programs; (3) recommending which existing programs are to be continued and which programs are to be eliminated; and (4) consistent with the state Standards of Learning (SOL), recommending 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.

[Type text]

- 5) Use data to guide instruction and for continuous improvement, including providing time for collaboration on the use of data and providing formative and providing ongoing reports on program effectiveness to include, but not limited to, student achievement, parental involvement, student attendance, and student discipline;

[Type text]

6) Establish a school environment that improves school safety and discipline and addresses other non-academic factors that impact student achievement, such as students' social, emotional, and health needs; and

[Type text]

7) Provide ongoing opportunities for family and community engagement.

[Type text]

8) Lead the reform effort and be given increased ability to act and the authority to make choices.

[Type text]

9) Develop and recommend a budget to the local school division or other state and local public education body based on available per student amounts of local, basic Standards of Quality (SOQ), school improvement, appropriated Title monies, and special education funding in addition to other sources identified and aligned specifically for the turnaround zone.

[Type text]

10) Work with the school division or other state and local public educational bodies to seek outside funding from the greater community (business, private foundations, federal, and state sources) to support the reform effort.

[Type text]

4. Total Cost, calculated as follows:

1) School level _____ **[Type text]**

2) Base unit price per student per school year listed in the DOE contract referenced above for school size, level, and onsite option indicated in 4 above: **[Type text]**

3) Actual students enrolled per Fall Membership Report for 2013-2014 school year: **[Type text]**

4) Total Price of LTP services for 12 months:

\$ Contractor's Base Unit Price [Type text] _____ X Actual Students Enrolled_ [Type text]
_____ = ___ [Type text] _____ Total Price Per School Year

5) Monthly Invoice Amount: Total price divided by 12 months = \$**[Type text]**

6) Number of Months Included in the Period of Performance **[Type text]**

7) Monthly Invoice Amount \$ **[Type text]** times Number of Months **[Type text]** = \$ **[Type text]**
Total Cost \$ **[Type text]**

5. The progress reports included in Section VI.A. of the Reporting and Delivery Instructions of the RFP will be submitted by the contractor unless indicated below with an explanation. As indicated in Section VI.B. of the Reporting and Delivery Instructions of the RFP, payment under the contract may be withheld until agreed upon reports are delivered or other appropriate remedies may be assessed in lieu of withholding such payment.

1) For schools classified as persistently low-achieving schools: Cumulative enrollment data for each student by student testing identifier (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. Data should be transmitted quarterly through the Single Sign-on Web System (SSWS) with access to SSWS System (SSWS) provided by the VDOE.

[Type text]

2) Quarterly, aggregate student achievement data including grades for the grading period, diagnostic data, benchmark assessment data, progress monitoring assessment data, and SOL assessment data, if available (for schools classified as persistently low-achieving schools, by student ID and by aggregate by tiered intervention, for all others, aggregate by tiered intervention).

[Type text]

3) Quarterly, teacher recruitment activities, teacher professional development activities (including agendas of all staff meetings), and teacher absenteeism.

[Type text]

4) Monthly, for schools classified as persistently low-achieving schools, completed teacher evaluations and observations. Monthly, for all other schools, completed teacher observations and recommendations made to the principal regarding teacher observations.

[Type text]

5) Monthly, core SOL curriculum taught including all essential skills and knowledge in each of the four core content areas.

[Type text]

6) Quarterly, number of minutes provided for extended learning opportunities.

[Type text]

7) Quarterly, report on the development and coordination of supporting partnerships.

[Type text]

- 8) Monthly, line item budget expenditures.

[Type text]

- 9) Quarterly, report of parental development activities.

[Type text]

- 10) Any other report requested by the local school division or other state or local public educational body.

[Type text]

6. Equipment, space, furniture, etc., the school will provide to the LTP contractor while on-site (i.e., telephone, computer, printer, furniture, etc):

[Type text]

Additional obligations of the school or school division. If none, indicate "none."

[Type text]

7. Does the school or school division require a "Certificate of Insurance" for contractor(s) working onsite?

[Type text]

If so, will the school entity where the LTP services will be performed be named as an additional insured on the certificate and endorsed by the insurance company)? **[Type text]**

*Local school division or other state or local public educational body ("school").

**This Scope of Services is governed by the terms and conditions of the referenced contract and applies to this Scope of Work and resulting Purchase Order and supersedes any pre-printed terms that may appear on the contractor's forms or the purchase order. All payments will be made by the ordering entity and not by the Virginia Department of Education.

Availability of Funds: In accordance with the DOE contract referenced above, it is understood and agreed that the school division shall be bound hereunder only to the extent of the SIG funding or 1003(a) funding available, or which may hereafter become available for the purpose of this agreement.

_____/_____
(LTP Signature) (Date)

(Printed Name)

(Name of Company)

(Address)

_____/_____
E-mail Telephone No.