



North Dakota Department of Public Instruction
Kirsten Baesler, State Superintendent
600 E Boulevard Ave, Dept. 201
Bismarck, ND 58505-0440

APPLICATION FOR SELECTION OF North Dakota Comprehensive Literacy Team

August 10, 2020

The North Dakota Department of Public Instruction (NDDPI), Office of Academic Support (STATE), invites you to apply for selection to serve as a North Dakota Comprehensive Literacy Team member for a four-year term. (January 2021-December 2024). This team is funded through the [Comprehensive Literacy State Development Grant](#).

1. Program Summary

The STATE is seeking to contract up to 15 qualified individuals who will serve as North Dakota Comprehensive Literacy Team members. North Dakota seeks to assemble a team which collectively represents experience implementing literacy strategies from Birth through grade 12 and institutions of higher education. The primary tasks will be review and revision of the [North Dakota Comprehensive Literacy Plan](#), and serving as an Advisory to the STATE.

The Comprehensive Literacy State Development Grant is a federal grant aimed at improving the literacy skills of students Birth through Grade 12 with an emphasis on disadvantaged children. In September 2019, the U.S. Department of Education notified the North Dakota Department of Public Instruction, Office of Academic Support, of funding in the amount of \$43.8 million.

2. Specifications

The Comprehensive Literacy State Development Grant requires the STATE to engage a Literacy Team, representing Birth through grade 12 and institutions of higher education to review and revise the Comprehensive Literacy Plan, and serve as an Advisory to the STATE.

3. Application Schedule

The following table lists the estimated application schedule that STATE will follow.

Application for Selection Issued	August 10, 2020
Deadline for Questions or Objections	September 11, 2020
Responses to Questions or Objections approximately	September 18, 2020
Applications Due	September 30, 2020
Evaluation Completed By approximately	October 30, 2020
STATE issues Notification of Selection approximately	November 2020

Start Date	January 4, 2021
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4. Assistance to Applicants with a Disability

Applicants with a disability who need an accommodation should contact the point of contact prior to the deadline for receipt of applications so that reasonable accommodations can be made.

5. Contact Information

The point of contact for this application process is [Jane Gratz](#). Applicants must direct all communications regarding this application for selection to the point of contact. Unauthorized contact with other state employees of the STATE regarding the application process, may result in disqualifying the applicant.

Point of Contact: Jane Gratz

Phone: 701-328-2292

Fax: 701-328-0203

Email: jmgratz@nd.gov

6. Submission Information and Deadline for Receipt of Applications

Applicants should complete the fillable application and submit electronically via email. Applications must be submitted to jmgratz@nd.gov no later than **September 30, 2020**.

The State of North Dakota (STATE) assumes no responsibility for delays caused by any delivery service. Failure to submit the application prior to the deadline may cause the application to be rejected. Late applications or amendments may not be accepted.

7. Deadline for Questions and Objections

Applicants must carefully review this Application for Selection and all attachments for defects, questionable or objectionable material. All questions must be in writing and directed to the STATE, attention of the point of contact. The STATE must receive these written requests by the deadline specified in the Application Schedule to allow issuance of any necessary amendments.

If the question may be answered by directing the questioner to a specific section of the Application, then the STATE may answer the question over the telephone. Other questions may be more complex and may require a written amendment to the Application. The point of contact will make this determination. Oral communication is considered unofficial and non-binding on the STATE. The Applicant must confirm telephone conversations in writing.

8. Amendments to the Application

If an amendment to this Application for Selection is issued, it will be published on the ND Department of Public Instruction [Comprehensive Literacy web page](#).

9. Description of Specific Tasks

The STATE is seeking to contract up to 15 qualified individuals to serve as North Dakota Literacy Team members who have experience and/or expertise implementing Literacy Strategies from Birth through grade 12 and at institutions of higher education.

Applicants for Level I Literacy Team Member (10 Members) will be required to perform the following activities:

Specific to Literacy Plan:

- Review and revise the content and structure of the state's current Comprehensive Literacy Plan;
- Review select literacy plans from other states or content associations for possible preferable content and structure;
- Participate in discussions, analysis and drafting activities, and any votes required to resolve group decision making;
- Participate in any special preparation activities required.

Advisory and Program Support:

- Participate in an Advisory capacity to the STATE during the four contracted grant years;
- Attend State Literacy Team Meetings as scheduled face-to-face or virtual;
- Review and provide feedback upon request of ND Comprehensive Literacy Plan drafts;
- Review and provide feedback to programming resources as needs arise;
- Provide input on the development and continuation of the North Dakota Literacy Coaching Academy Cadre Framework.

Applicants for the Level II Lead Team (4 members) will be required to perform the following activities in addition to those stated above:

- Specific to ND Comprehensive Literacy Plan:
 - Offer guidance on the State Literacy Team convening agendas and processes;
 - Attend State Literacy Lead Team Meetings as scheduled face-to-face or virtual;
 - Examine and set design for the proper articulation, breadth of inclusion, depth of knowledge, structural design, presentation of sequence, and support documentation related to the ND Literacy Coaching Cadre Framework;
 - Prepare multiple drafts leading to a final draft, incorporating public comments, generated by draft documents to prepare final supported document;
 - Draft support instructional narrative and appendices, as required; and
 - Document edits to current literacy plan.
- Specific to ND Literacy Coaching Academy Cadre:

Participate in design and implementation of the ND Literacy Coaching Academy Cadre in cooperation with the Team Captain and the ND State Comprehensive Literacy Administrative Team to:

 - Attend State Literacy Lead Team Meetings as scheduled face-to-face or virtual;
 - Plan, implement and support leadership of the ND Literacy Coaching Academy Cadre;
 - Participate in discussions, analysis and drafting activities, and any votes required to resolve group decision making;
 - Examine and set design for the proper articulation, breadth of inclusion, depth of knowledge, structural design, presentation of sequence, and support documentation related to the ND Literacy Coaching Cadre Framework;
 - Participate in revision and maintenance activities as required;
 - Support continual improvement of the Cadre design and implementation;
 - Participate in ongoing development and professional development delivery of the Cadre Framework;
 - Attend Cohort events face-to-face or virtual as required;

Applicants for the Level III Team Captain (1 Member) will be required to perform the following activities in addition to those stated above for Level I and Level II

- Specific to ND Comprehensive Literacy Plan:

Work in collaboration with the ND Comprehensive Literacy Administrative Team to:

- Lead the literacy team planning and convenings
- Provide guidance and input on State Literacy Plan update processes;
- Assist ND Comprehensive Literacy Administrative Team with correspondence to Literacy Lead team as required;

- Specific to ND Literacy Coaching Academy Cadre design and implementation

Work in collaboration with the ND Comprehensive Literacy Administrative Team to:

- Develop the framework for the ND Literacy Coaching Academy Cadre with the assistance of the Level II Lead Team;
- Ensure the design is inclusive of all literacy coaches appointed to NDCLSD sites Birth-grade 12;
- Guide the research, discussions, analysis and drafting activities, and any votes required to resolve group decision making;
- Lead the implementation of the ND Literacy Coaching Academy Cadre;
- Lead the maintenance, revision and continual improvement of the framework;
- Attend planning meetings face-to-face or virtual as required;
- Attend Cohort events face-to-face or virtual as required;

10. Location of Work

The work is to be performed, completed and managed at the contractor's workspace. The Contractor may be required to attend face-to-face meetings located at the North Dakota State Capitol or through a virtual platform. Equipment will not be provided for the CONTRACTOR. Applicants are required to use personal laptop computers to expedite project activities and enhance participation.

11. Minimum Experience/Expertise

Applicants must meet minimum prior experience and expertise requirements listed below. Applicant's failure to meet these experiences may cause application to be considered non-responsive and application may be rejected. Minimum prior experience requirements are:

- a. Demonstrate great passion and desire to positively impact literacy development throughout North Dakota.
- b. Demonstrate the necessary educational experience to be highly qualified in literacy instruction and review; with three or more years of experience of education in literacy instruction; and extensive knowledge in implementing literacy intervention strategies.
- c. Participation in previous state, district or school-level literacy/curriculum development, alignment or implementation activities;
- d. Demonstrated knowledge and experience in literacy and evidence-based literacy practices birth through grade twelve.
- e. Applicant can demonstrate the committees and teams they are on to represent literacy practices birth through grade twelve.
- f. Applicant provides clear support from school district/early childhood program administration to participate.

12. Required Licenses

At the time specified by the deadline for submission of applications, the applicant must have and keep current any professional licenses and permits required by federal, state, and local laws for

performance of the Application for Selection. Applicants that do not possess required licenses at the time responses are due will be determined non-responsive.

13. Submission Requirements

The STATE discourages overly lengthy applications; however, for the STATE to evaluate applications fairly and completely, applicants must follow the format set out in this Application for Selection and provide all information requested.

Applicants must provide all documents, resumes, references or other information specifically required in this Application for Selection.

Required for this application:

- ✓ Cover letter
- ✓ Resume
- ✓ Completed application form, Attachment A
- ✓ Because the nature of this effort requires knowledgeable literacy specialists, the STATE seeks applications of qualified educators that are validated with 3 letters of support from designated educational leaders, including any of the following:
 - Superintendents or assistant superintendents,
 - Principals or assistant principals,
 - Special education directors,
 - Early Head Start/Head Start directors,
 - Early Care and Education professionals,
 - Library directors,
 - School or district curriculum leaders,
 - School or district assessment directors,
 - School counselors,
 - Higher education deans or department directors, or
 - Other educational leaders responsible for the supervision of instructional literacy staff.

14. General Approval Information

A. Approval Term

The STATE will review all applications to determine if they meet the requirements. An evaluation committee will evaluate responsive application.

B. Standard Contract Provisions

The successful applicants will complete a contract with the State. (see Attachment C).

15. Confidentiality

CONTRACTOR shall not use or disclose any information it receives from STATE under this Application for Selection that STATE has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Application for Selection or as authorized in advance by STATE. STATE shall not disclose any information it receives from CONTRACTOR that CONTRACTOR has previously identified as confidential and that STATE determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota public records law, [N.D.C.C. ch. 44 04](#). The duty of STATE and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this Contract.

16. Independent Entity

The contractor is an independent entity under the contract and is not a STATE employee for any purpose.

17. Assignment and Subcontractors

Applicant may not assign or otherwise transfer or delegate any right or duty without the STATE's express written consent. Applicant may, however, enter subcontracts provided that any subcontract acknowledges the binding nature of this Applications and incorporates this Application, including any attachments. Applicant is solely responsible for the performance of any subcontractor. Applicant does not have authority to contract for or incur obligations on behalf of STATE.

18. Conflict of Interest

Applicants must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota). The STATE reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the applicant's response. The STATE's determination regarding any questions of conflict of interest is final.

19. Right of Rejection

The STATE reserves the right to reject any application, in whole or in part. The STATE may reject any application that is not responsive to all the material and substantial terms, conditions, and performance requirements of the Application for Selection.

Applicants may not qualify the response nor restrict the rights of the STATE. If an applicant does so, the STATE may determine the response to be a non-responsive counteroffer and the application response may be rejected.

The STATE reserves the right to reject any application determined not to be responsive, and to reject the application of an applicant determined not to be responsible. The STATE also reserves the right to refrain from making an award if it determines it to be in its best interest.

20. Clarification of Offers

In order to determine if an application is reasonably susceptible for award, communications by the STATE is permitted with an applicant to clarify uncertainties or eliminate confusion concerning the contents of an application and determine responsiveness to the Application for Selection. Clarifications may not result in a material or substantive change to the application. The initial evaluation may be adjusted because of a clarification under this section.

After receipt of applications, if there is a need for any substantial clarification or material change in the Application, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended applications. Evaluations may be adjusted as a result of receiving new or amended applications.

21. Offeror Notification of Selection

The STATE will issue a written Notification of Selection and send copies to all applicants. The Notification of Selection will be sent out the names and school addresses of all Applicants; and

identify the applications selected for award. The scores and placement of other Applicants will not be part of the Notification of Selection. STATE reserves the right to select multiple applicants according to the provisions sent out in the Application for Selection.

Successful applicants named in the Notification of Selection advised not to begin work or purchase materials relating to the project until both the successful applicants and the STATE sign the contract.

22. Payment terms for Scope of Work:

Level I Literacy Team Member

YEAR 1-4: (3 options for renewal for satisfactory completion of scope of work)

Literacy Team Meetings:

Travel: (lodging, meals and mileage at state rates) Billable immediately following event.

Annual Scope of Work: \$250.00 stipend for satisfactory completion. Billable December annually.

Level II Literacy Lead Team

Year 1: (3 options for renewal for satisfactory completion of scope of work)

Literacy Team Meetings and Literacy Academy Cohort Events:

Travel: (lodging, meals and mileage at state rates) Billable immediately following event.

Literacy Team Literacy Plan Annual Scope of Work \$300.00 stipend for satisfactory completion. Billable December annually.

Literacy Framework annual Scope of work \$1,500 stipend for satisfactory completion. Billable December annually.

Years 2-4: Billable at \$30.00 hour up to 60 hours on approved activities to fulfill scope of work as determined by Team Captain.

Level III Team Captain

Year 1: (3 options for renewal for satisfactory completion of scope of work)

Literacy Team Meetings and Literacy Academy Cohort Events:

Travel: (lodging, meals and mileage at state rates) Billable immediately following event.

Literacy Team Literacy Plan Annual Scope of Work: \$500.00 stipend for satisfactory completion

Literacy Framework annual Scope of work \$3,500 stipend for satisfactory completion

Years 2-4: Billable at \$30.00 hour up to 130 hours equitably distributed throughout the year to reflect continuous support of coaches in fulfilling scope of work.

In the event of a nonrenewal, the position will be opened for application.

Attachment A

Application for Selection of State Literacy Team Member

SCORING RUBRIC

Total Maximum Points Possible for Level I Base Score– 100

Minimum Points Required for Level I Base Score – 80

The Total Number of Points Used to Score this Application is 100

Twenty (20) Points per question assigned to the application.

Rating Scale (20 POINT Maximum per question)

Point Value	Explanation
0	None. Not addressed or response of no value
1-9	Fair. Limited applicability
10-20	Very Good. Substantial applicability

Application Form

Name	
Email	
Indicate current professional licenses you hold relevant to this team:	
Are you currently employed with a North Dakota School District or Institute of Higher Education? If yes, please name:	
Have you obtained support from your administrator/supervisor to participate in the work of this team? Please indicate what assurances/documents you are offering to confirm.	

Briefly indicate at which level(s) you hold literacy related degrees		Indicate with an “x” your years of literacy instruction/leadership experience at each level		
Level	Degree(s) held related to literacy at this level	1-3 years	4-7 years	8 or more years
Birth through Kindergarten Entry				
K-2				
3-5				
6-8				
9-12				
Higher Education				

Please provide a response to each question below.

1. Describe your training and professional experience with literacy instruction incorporating the experience detailed in the charts above. (20pts)

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2. Why are you interested in participating on the North Dakota Comprehensive Literacy Team? (20pts)

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3. Describe your professional growth in knowledge of literacy instruction over your career. What key discoveries, understandings and corrections have you experienced? Explain what part you have taken in cultivating this growth. (20 pts)

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4. Offer examples of your leadership in the area of literacy instruction. (20pts)

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5. What unique literacy assets or experiences will you bring to the North Dakota Comprehensive Literacy Team? (20 pts)

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OVERALL TOTAL POINTS RECEIVED _____ (100) This is the base score for level I review

Applicant may apply for both level II and level III positions if interested.

Applicant must score in the top 15 level I reviews to advance and be considered for Level II or Level III.

The 20-point rubric posted above will be applied to each answer here.

The base score plus the level II answer score will be combined to select the level II team members .

The base score plus the level III score will be combined to select the Level III captain.

Level II Lead Team– Up to four positions available

Please use this area to address your interest, qualifications and commitment to be selected for the Level II lead team position. (20 pts)

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Points for Level II answer _____ (20 points) plus base score from level I review _____ (100)
= _____ (120)

Level III Team Captain – One position available

Please use this area to address your interest, qualifications and commitment to be selected for the Level III team captain position

Points for Level III answer _____ (20 points) plus base score from level I review _____
(100) = _____ (120)



STATE OF NORTH DAKOTA
DEPARTMENT OF PUBLIC INSTRUCTION
600 E Boulevard Avenue, Dept. 201
Bismarck, ND 58505-0440

AGREEMENT FOR CONTRACTED SERVICES
DPI Contract No.

The parties to this contract (Contract) are the state of North Dakota, acting through its Department of Public Instruction (STATE), and Name of Business a type of business (e.g. Delaware corporation or privately held company) having its principal place of business at principal business address (CONTRACTOR);

This Contract shall be effective for the period beginning on [Month, Day], 20[Year], or its effective date, and ending on [Month, Day], 20[Year].

1. SCOPE OF WORK

CONTRACTOR, in exchange for the compensation paid by STATE under this Contract, shall provide the following services:

Three horizontal lines for describing services.

[Describe what is to be done under the contract. If the description is too vague, it will be difficult for the state to enforce the contract or establish a breach of contract by the contractor. If the Scope of Work is a lengthy document, you may consider referencing the Scope of Work as a separate exhibit at the end of the contract.]

2. COMPENSATION

a. Contractual Amount

STATE shall pay for the accepted services provided by CONTRACTOR under this Contract an amount not to exceed <amount> (Contractual Amount).

The Contractual Amount is firm for the duration of the Contract and constitutes the entire compensation due CONTRACTOR for performance of its obligations under this Contract, unless amended, regardless of the difficulty, materials or equipment required, including fees, licenses, overhead, profit and all other direct and indirect costs incurred by CONTRACTOR, except as provided by an amendment to this Contract.

b. Payment

1) Payment made in accordance with this Compensation section shall constitute payment in full for the services and work performed and the deliverables and work(s) provided under this Contract and CONTRACTOR shall not receive any additional compensation hereunder.

- 2) STATE shall make payment under this Contract within forty five (45) calendar days after receipt of a correct invoice.
- 3) Payment of an invoice by STATE will not prejudice STATE's right to object to or question that or any other invoice or matter in relation thereto. CONTRACTOR's invoice will be subject to reduction for amounts included in any invoice or payment made which are determined by STATE, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute allowable costs. At STATE's sole discretion, all payments shall be subject to reduction for amounts equal to prior overpayments to CONTRACTOR.
- 4) For any amounts that are or will become due and payable to STATE by CONTRACTOR, STATE reserves the right to deduct the amount owed from payments that are or will become due and payable to CONTRACTOR under this Contract.

c. Travel

STATE shall reimburse CONTRACTOR for expenses related to travel at amounts not to exceed those outlined below:

- 1) **Lodging:** Reimbursement shall not exceed the then current, published GSA rate for the travel location. Copies of receipts are required for lodging reimbursement. STATE shall not reimburse for incidental and miscellaneous expenses charged to the room, including, but not limited to, alcohol, telephone charges, or entertainment (e.g., movies, room service).
- 2) **Meals:** Meals shall be paid on a per diem basis for each day of travel at then current, published GSA per diem rate for the travel location. Per diem for the first and last day of travel shall be paid at seventy five percent (75%) of the GSA per diem rate. Requests for per diem payments must include the start and end dates of travel, the location where the services are performed, and the allowable per diem amount for each trip on the billing/invoice.

Payment for any travel expenses that exceed the travel budget as agreed upon by the parties must be approved by STATE's project manager.

d. Prepayment

STATE will not make any advance payments before performance by CONTRACTOR under this Contract.

e. Payment of Taxes by STATE

STATE is not responsible for and will not pay local, state, or federal taxes. STATE sales tax exemption number is E 2001. STATE will furnish certificates of exemption upon request by the CONTRACTOR.

f. Taxpayer ID

CONTRACTOR'S federal employer ID number is: _____.

g. Purchasing Card

STATE may make a payment using a government credit card. CONTRACTOR will accept a government credit card without passing the processing fees for the government credit card back to STATE.

3. TERM OF CONTRACT

This Contract begins on [Month, Day], 20[Year] or its effective date, and ends on [Month, Day], 20[Year].

a. No Automatic Renewal

This Contract will not automatically renew.

b. Extension Option

STATE reserves the right to extend the Contract for an additional period of time, not to exceed _____ months, beyond the current termination date of the Contract.

c. Renewal Option

STATE may renew this Contract upon satisfactory completion of the initial Contract term. STATE reserves the right to execute up to _____ options to renew this Contract under the same terms and conditions for a period of _____ months each.

4. TERMINATION

a. Termination by Mutual Agreement

This Contract may be terminated by mutual consent of both parties executed in writing.

b. Early Termination in the Public Interest

STATE is entering into this Contract for the purpose of carrying out the public policy of the State of North Dakota, as determined by its Governor, Legislative Assembly and Courts. If this Contract ceases to further the public policy of the State of North Dakota, STATE, in its sole discretion, by written notice to CONTRACTOR, may terminate this Contract in whole or in part.

c. Termination for Lack of Funding or Authority

STATE by written notice to CONTRACTOR, may terminate the whole or any part of this Contract under any of the following conditions:

- 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
- 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
- 3) If any license, permit, or certificate required by law or rule, or by the terms of this Contract, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Contract under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

d. Termination for Cause.

STATE may terminate this Contract effective upon delivery of written notice to CONTRACTOR, or any later date stated in the notice:

- 1) If CONTRACTOR fails to provide services required by this Contract within the time specified or any extension agreed to by STATE; or
- 2) If CONTRACTOR fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms.

The rights and remedies of STATE provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

5. FORCE MAJEURE

Neither party shall be held responsible for delay or default caused by fire, riot, terrorism, acts of God or war if the event is beyond the party's reasonable control and the affected party gives notice to the other party promptly upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.

6. INDEMNITY

The State and Contractor each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement.

7. INSURANCE

Contractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$500,000 per occurrence.
- 3) Workers compensation coverage meeting all statutory requirements.

The insurance coverages listed above must meet the following additional requirements:

1. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The amount of any deductible or self-retention is subject to approval by the State.
2. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for

coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.

3. The Contractor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement.
4. Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately.
5. Contractor shall provide at least 30 day notice of any cancellation or material change to the policies or endorsements.

8. WORKS FOR HIRE

CONTRACTOR acknowledges that all work(s) under this Contract is "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to STATE all rights and interests CONTRACTOR may have in the work(s) it prepares under this Contract, including any right to derivative use of the work(s). All software and related materials developed by CONTRACTOR in performance of this Contract for STATE shall be the sole property of STATE, and CONTRACTOR hereby assigns and transfers all its right, title, and interest therein to STATE. CONTRACTOR shall execute all necessary documents to enable STATE to protect STATE's intellectual property rights under this section.

9. WORK PRODUCT

All work product, equipment or materials created for STATE or purchased by STATE under this Contract belong to STATE and must be immediately delivered to STATE at STATE'S request upon termination of this Contract.

10. NOTICE

All notices or other communications required under this Contract must be given by registered or certified mail; or email, and are complete on the date mailed when addressed to the parties at the following addresses:

STATE	CONTRACTOR
Department of Public Instruction 600 E Blvd. Ave., Dept. 201 Bismarck, ND 58505	

Notice provided under this provision does not meet the notice requirements for monetary claims against the State found at N.D.C.C. § 32 12.2 04.

11. CONFIDENTIALITY

CONTRACTOR shall not use or disclose any information it receives from STATE under this Contract that STATE has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Contract or as authorized in advance by STATE. STATE shall not disclose any information it receives from CONTRACTOR that CONTRACTOR has previously identified as confidential and that STATE determines in its sole discretion is protected from

mandatory public disclosure under a specific exception to the North Dakota public records law, N.D.C.C. ch. 44 04. The duty of STATE and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this Contract.

12. COMPLIANCE WITH PUBLIC RECORDS LAWS

CONTRACTOR understands that, STATE must disclose to the public upon request any records it receives from CONTRACTOR. CONTRACTOR further understands that any records obtained or generated by CONTRACTOR under this Contract, except for records that are confidential under this Contract, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. CONTRACTOR agrees to contact STATE promptly upon receiving a request for information under the public records law and to comply with STATE's instructions on how to respond to the request.

13. INDEPENDENT ENTITY

CONTRACTOR is an independent entity under this Contract and is not a STATE employee for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workforce Safety and Insurance Act. CONTRACTOR retains sole and absolute discretion in the manner and means of carrying out CONTRACTOR'S activities and responsibilities under this Contract, except to the extent specified in this Contract.

14. ASSIGNMENT AND SUBCONTRACTS

CONTRACTOR may not assign or otherwise transfer or delegate any right or duty without STATE'S express written consent. However, CONTRACTOR may enter into subcontracts provided that any subcontract acknowledges the binding nature of this Contract and incorporates this Contract, including any attachments. CONTRACTOR is solely responsible for the performance of any subcontractor with whom CONTRACTOR contracts. CONTRACTOR does not have authority to contract for or incur obligations on behalf of STATE.

15. SPOILIATION – PRESERVATION OF EVIDENCE

CONTRACTOR shall promptly notify STATE of all potential claims that arise or result from this Contract. CONTRACTOR shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to STATE the opportunity to review and inspect the evidence, including the scene of an accident.

16. MERGER AND MODIFICATION, CONFLICT IN DOCUMENTS

This Contract, including the following documents, constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

Notwithstanding anything herein to the contrary, in the event of any inconsistency or conflict among the documents making up this Contract, the documents must control in this order of precedence:

- a. The terms of this Contract as may be amended;

- b. STATE's Application for Selection, dated _____;
- d. CONTRACTOR's application response dated _____ in response to STATE's Application for Selection.
- e. All terms and conditions contained in any automated end-user agreements (e.g., click-throughs, shrink wrap, or browse wrap) are specifically excluded and null and void, and shall not alter the terms of this Contract.

17. SEVERABILITY

If any term of this Contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Contract did not contain that term.

18. APPLICABLE LAW AND VENUE

This Contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Contract must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.

19. CONFLICT OF INTEREST

Contractor assures no Federal funds from the contract will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

If any grant funds other than Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any department, Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the Federal contract, grant, loan or cooperative agreement, the Contractor will complete and submit Standard Form LLL, "Disclosure form to Report Lobbying," in accordance with its instructions.

The Contractor will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

20. DEBARMENT

Contractor certifies that neither the contractor nor their principals are presently debarred, declared ineligible or voluntarily excluded from participation in transactions with the State or Federal Government by any Department or Agency of the Federal Government. This part of the Grantee assurances is in accordance with Executive Order 12549 and 12689.

21. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

STATE does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. STATE does not waive any right to a jury trial.

22. ATTORNEY FEES

In the event a lawsuit is instituted by STATE to obtain performance due under this Contract, and STATE is the prevailing party, CONTRACTOR shall, except when prohibited by N.D.C.C. § 28-26-04, pay STATE’S reasonable attorney fees and costs in connection with the lawsuit.

23. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

CONTRACTOR agrees to comply with all laws, rules, and policies, including those relating to nondiscrimination, accessibility and civil rights. CONTRACTOR agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation and workers' compensation premiums. CONTRACTOR shall have and keep current at all times during the term of this Contract all licenses and permits required by law.

24. STATE AUDIT

All records, regardless of physical form, and the accounting practices and procedures of CONTRACTOR relevant to this Contract are subject to examination by the North Dakota State Auditor, the Auditor’s designee, or Federal auditors, if required. CONTRACTOR shall maintain all of these records for at least three (3) years following completion of this Contract and be able to provide them at any reasonable time. STATE, State Auditor, or Auditor’s designee shall provide reasonable notice to CONTRACTOR prior to conducting examination.

25. EFFECTIVENESS OF CONTRACT

This Contract is not effective until fully executed by both parties. If no start date is specified in the Term of Contract, the most recent date of the signatures of the parties shall be deemed the Effective Date.

CONTRACTOR

(Name)

By: _____

Title: _____

Signature: _____

Date: _____

STATE OF NORTH DAKOTA Acting through its Department of Public Instruction

Assistant Superintendent

Signature: _____

Date: _____

AND

Fiscal Management Director

Jamie Mertz

Signature: _____

Date: _____