



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

**APPLICATION FOR SELECTION OF
CONTENT SPECIALIST COMMITTEE MEMBERS
State Academic Content Standards In
English Language Arts/Literacy and Mathematics**

No. 201-7001-0506-145

May 6, 2016

The North Dakota Department of Public Instruction, Office of Assessment (STATE), invites you to submit an Application for Selection to serve as a content specialist committee member to review and revise North Dakota state academic content standards in English language arts/literacy and mathematics.

1. Program Summary

The STATE is seeking qualified individuals who will serve as select content specialists from schools and school districts PreK-12 and institutions of higher education, to review and revise the state's current K-12 academic content standards in English language arts/literacy and mathematics (refer to <https://www.nd.gov/dpi/SchoolStaff/assessment/unit/>).

The STATE's intent is to establish two content committees, one for English language arts/literacy and one for mathematics. These two committees will study the implementation effects of the 2011 approved academic content standards in each content area and draft any revisions to improve the structure and content of these standards regarding the state's future academic content standards in these two academic disciplines. Once complete, any committee recommendations will be submitted to the STATE for final approval by the state superintendent.

Recommendations from the content committees and public comments will be reviewed for approval by the state superintendent, as specified in [NDCC 15.1-02-04.3](#). If approved, the recommendations will result in adopting a new generation of academic content standards for the state's future assessment and accountability system; and will guide local school districts in the development of local curricula. It is anticipated that this revision process will be completed in early 2017.

2. Definitions

STATE	North Dakota Department of Public Instruction, Office of Assessment
APPLICANT	Licensed PreK-12 educator or authorized higher education faculty
NDCC	North Dakota Century Code
NDAC	North Dakota Administrative Code
Academic Content Standards in English Language Arts/Literacy	North Dakota English Language Arts & Literacy Content Standards

Academic Content Standards in Mathematics	North Dakota Mathematics Content Standards
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3. Contact Information

The procurement officer is the point of contact for this application process. Applicants must direct all communications regarding this Application for Selection to the procurement officer. Unauthorized contact with other state employees of the STATE regarding the application process, may result in disqualifying the Applicant.

DPI Procurement Officer: Candice Tollefson
Phone: 701-328-2272
Fax: 701-328-2461
Email: ctollefson@nd.gov

4. Application Schedule

The following schedule lists the estimated dates the STATE will follow.

The approximate Application Schedule is:

Application for Selection Issued	May 6, 2016
Applications Due	June 1, 2016
Evaluation Completed by approximately	June 8, 2016
STATE issues Notification of Selection approximately	June 10, 2016
Contract Start Date	June 21, 2016

5. Assistance to Applicants with a Disability

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

6. Specifications

The STATE seeks two separate content specialists committees of approximately 35 English language arts/literacy content specialists and 35 mathematics content specialists for content-specific standards review and revision. The STATE seeks applicants from across PreK-12 schools and institutions of higher education that will represent representation of communities and schools statewide by:

- approximating regions,
- demographics, and
- school size.

Each of the two committees may require the following approximate number of representatives (depending on available applicants), allowing for variation as follows:

- higher education (3);
- special education specialists (5);
- English language learner specialists (2);
- career technical education specialists (2), and
- inclusion of content specialists from PreK-12 schools representing Title I Schoolwide and/or Targeted Assistance schools, schools of various size and schools regionally distributed (23).

The STATE seeks to form four grade-level strands for each of the two content committees, consisting of comparable membership, representing the following grades:

- PreK- Grade 2
- Grades 3-5
- Grades 6-8 and
- Grades 9-12

Members from institutions of higher education will participate in the Grade 9-12 strand.

7. Submission Information and Deadline for Receipt of Applications

Applicants must submit **ONE (1) ELECTRONIC COPY** of their application via Email or Fax to the procurement officer. Applications must be submitted no later than **June 1, 2016, by 3:00 PM CDT**. Applications should be addressed as follows:

Candice Tollefson, DPI Procurement Officer
Department of Public Instruction
No. 201-7001-0506-145
Email: ctollefson@nd.gov
Fax No.: 701-328-2461

Applicants assume the risk of method of dispatch chosen. The STATE assumes no responsibility for delays caused by any electronic delivery service. Failure to submit its application prior to the deadline will cause the application to be rejected. Late applications or amendments will not be accepted.

8. Description of Specific Tasks

Selected applicants will participate on one of the two content committees, as content-specific committee members within one of four grade-level strands: PreK-Grade 2; Grades 3-5; Grades 6-8; and Grades 9-12.

Applicants will be required to perform the following activities:

- Review the content and structure of the state's current academic content standards in the designated content areas (e.g., English language arts/literacy and mathematics) for appropriateness;
- Review select content standards from other states or content associations for possible preferable content and structure;
- Examine and set design for the proper articulation, breadth of inclusion, depth of knowledge, structural design, presentation of sequence, and support documentation of content standards;
- Draft new or amending content standards language, delineating a clear degree of partial or substantial approach to standards revision;
- Participate in discussions, analysis and drafting activities, and any votes required to resolve group decision making;
- Prepare multiple drafts leading to a final draft, incorporating public comments, generated by draft documents to prepare final supported document;
- Participate in any special preparation activities required;
- Draft support instructional narrative and appendices, as required; and
- Document edits to current content standards.

9. Location of Work

The work is to be performed, completed and managed in Bismarck, ND. STATE will determine locations by the time selections are announced. Applicants are required to bring personal laptop computers to expedite project activities and enhance participation.

10. Experience

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

- a. Participation in previous state, district or school-level standards/curriculum development, alignment or implementation activities;
- b. Delivery of classroom-level, standards-based instruction to students; and
- c. Participation in team-centered professional development activities.

11. Professional Requirements

At the time specified by the deadline for submission of applications, the Applicant must have and keep current any professional teaching licenses required by federal, state, and local laws for performance of the Application for Selection. Applicants that do not possess required teacher licenses (PreK-12 educators) and a Letter of Support at the time proposals are due will be determined non-responsive.

Faculty members within institutions of higher education must demonstrate that they are recognized faculty members within the appropriate content-specific department, as evidence through a letter of support from the department's dean or lead administrator. Applicants that do not possess required letters of support (higher education) at the time proposals are due will be determined non-responsive.

12. Submission Requirements

The STATE discourages overly lengthy applications; however, in order 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, Letters of Support or other information specifically required in this Application for Selection including:

- Cover letter;
- Completed Application Form, Attachment A. Submission requirements: questions in Section III Professional Reflections shall be submitted double spaced and no smaller than 10 point font. Responses to the three questions shall not exceed one 8.5 x 11 page for each question, if necessary. Additional pages or materials submitted will not be accepted.
- Current resume;
- Letter of Support (Application Form, Part IV);
- Evidence that applicant is a PreK-12 school licensed North Dakota educator;
- Applicants from North Dakota institutions of higher education must provide information they are content-specialist faculty members within a recognized English or mathematics department;
- Specify the content area (i.e., English language arts/literacy or mathematics) for which they are applying for on the Application Form; and
- Because the nature of this effort requires knowledgeable content specialists, the STATE seeks applications of qualified educators that are validated a letter of support from designated educational leaders, including any of the following:
 1. Superintendents or assistant superintendents,
 2. Principals or assistant principals,
 3. special education directors,
 4. school or district curriculum leaders,
 5. school or district assessment directors,
 6. school counselors,
 7. higher education deans or department directors, or
 8. other educational leaders responsible for the supervision of instructional staff.

13. Contract Dates

Applicants selected according to the requirements of the Application and evaluation outcome, will be contracted for a period beginning June 21, 2016 through March 31, 2017. Content specialists on the writing committee are expected to participate in each of five committee meetings, consisting of a total of eleven (11) days during the contract period. Contract dates are subject to change. Tentative meeting dates are as follows:

- June 22-24, 2016 (3 days)
- July 21-22, 2016 (2 days)
- October 2016, TBD (2 days)
- November 2016, TBD (2 days)

- February 2017, TBD (2 days)

14. Contract Budget

The STATE will provide a professional fee of \$225 per day plus reimbursement for meals, mileage and lodging (if applicable) at North Dakota state rates, for applicants serving on the content committees. The STATE will also reimburse substitute teacher pay up to \$110 per day, when applicable, to the school district upon receipt of a signed Expense Claim for Substitute Teacher form, SFN 58965 by a school official. For Applicant to receive reimbursement, Applicant must submit an Expense Claim for Non-department Employee form, SFN 9007 with applicable receipts. If Applicant does not already have a W-9 Form with the state, they are required to submit a completed W-9 Form along with their signed Contract.

15. General Approval Information

A. Application Evaluations

All applications will be reviewed to determine if they are responsive to the requirements of this solicitation. An evaluation committee will evaluate responsive proposals.

B. Notification of Selection

Committee selections will be based solely on the evaluation outcome of scores received from the evaluation committee set forth in the Application for Selection. See Evaluation Criteria, Attachment B.

The STATE reserves the right to adjust the size of the final committee membership to provide optimal benefit to the STATE's interests.

The procurement officer will issue a written Notification of Selection of successful applicants and send copies of the Notice to all applicants who submitted an application. The Notification of Selection will set out the names of all Applicants and identify those selected per the specifications in the Application for Selection. The scores and placement of Applicants will not be part of the Notification of Selection.

C. Standard Contract Provisions

Successful applicants will receive a Professional Service Agreement (Contract) with the STATE. Applicants must review the Professional Service Agreement, Attachment C, and notify the procurement officer by the deadline set for questions in the Application Schedule with any questions or objections to the Professional Service Agreement.

16. Confidentiality

Applicant shall not use or disclose any information it receives from STATE under the Contract that STATE has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of the Contract or as authorized in advance by STATE. STATE shall not disclose any information it receives from Applicant that Applicant 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, [NDCC ch. 44 04](#). The duty of STATE and Applicant to maintain confidentiality of information under this section continues beyond the term of the Contract.

17. Independent Entity

Applicant is an independent entity under the 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. Applicant retains sole and absolute discretion in the manner and means of carrying out Applicant's activities and responsibilities under the Contract, except to the extent specified in the Contract.

18. Conflict of Interest

Applicants must disclose any instances where 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 proposal. The STATE's determination regarding any questions of conflict of interest is final.

19. Compliance with Public Records Laws

Applicant understands that, in accordance with the Contract's Confidentiality clause (Section 16), STATE must disclose to the public upon request any records it receives from Applicant. Applicant further understands that any records obtained or generated by Applicant under the Contract, except for records that are confidential under the Contract, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. Applicant 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.

20. Right of Rejection

The STATE reserves the right to reject any application, in whole or in part. Applications received from debarred or suspended individuals will be rejected. The procurement officer may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the Application.

Applicants may not qualify the proposal nor restrict the rights of the STATE. If an Applicant does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

The procurement officer may waive minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other applicants;
- do not change the meaning or scope of the Application;
- are insignificant, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision.

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.

21. Clarification of Offers

In order to determine if an application is reasonably susceptible for award, communications by the procurement officer or the evaluation committee are 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.

22. Protest and Appeal

North Dakota law provides that an interested party may protest a solicitation.

If an interested party wishes to protest the content of this Application, the protest must be received, in writing, by the procurement officer at least seven calendar days before the deadline for receipt of proposals.

An interested party may protest the award or proposed award of a contract.

If an Applicant wishes to protest the award of a contract or proposed award of a contract, the protest must be received, in writing, by the procurement officer within seven calendar days after the date of the Notification of Selection.

23. Submission Requirements

Applicants **must** submit the following to the procurement via Email or Fax:

1. Cover letter,
2. Application Form – completed in its entirety
3. Letter of Support, and
4. Current resume.



North Dakota Department of Public Instruction

**APPLICATION FOR SELECTION OF
CONTENT SPECIALIST COMMITTEE MEMBERS
State Academic Content Standards In
English Language Arts/Literacy and Mathematics**

No. 201-7001-0506-145

Application Form

Instructions for completing Application Form: The Application Form must be completed in its entirety. Section III is limited to one page (8.5x11 with no smaller than 10 point font) per response. Additional pages or materials, other than requested, will not be accepted.

I. BACKGROUND INFORMATION – All Information MUST be Completed in this Section.

Name:	Home Mailing Address:
Current School/School District or Higher Education Institution and Address:	
Home/Cell Phone Number:	Work Phone Number:
Home Email Address:	Work Email Address:

II. PROFESSIONAL CONTENT AND STUDENT SUPPORT FOCUS

a. What content area are you applying for (select one):

English language arts/literacy
 Mathematics

b. At what grade level(s) do you currently teach/support (check all that apply):

Preschool	<input type="checkbox"/>	Grade 4	<input type="checkbox"/>	Grade 9	<input type="checkbox"/>
Kindergarten	<input type="checkbox"/>	Grade 5	<input type="checkbox"/>	Grade 10	<input type="checkbox"/>
Grade 1	<input type="checkbox"/>	Grade 6	<input type="checkbox"/>	Grade 11	<input type="checkbox"/>
Grade 2	<input type="checkbox"/>	Grade 7	<input type="checkbox"/>	Grade 12	<input type="checkbox"/>
Grade 3	<input type="checkbox"/>	Grade 8	<input type="checkbox"/>	Higher Education	<input type="checkbox"/>

c. Which, if any, of the following specialty areas do you hold direct responsibility for student instructional support (check all that apply):

Special education _____ English language learners _____

Career Technical Education _____ N/A _____

d. Which, if any, of the following student demographic categories do you serve in your school (check all that apply):

White _____ African/American _____ Native American _____

Hispanic _____ Asian/Pacific _____

d. Which Title I school program applies for your school, if applicable:

Title I Targeted Assistance _____ Title I Schoolwide _____ N/A _____

III. PROFESSIONAL REFLECTIONS. PLEASE PROVIDE BRIEF NARRATIVE RESPONSES TO THE FOLLOWING QUESTIONS. Limited to one 8.5 x 11 size paper, double spaced, no smaller than 10 point font for response to the following three questions. Additional pages or materials will not be accepted.

1. Describe your participation in previous state, district, or school-level standards/curriculum development, alignment or implementation activities. Explain how this involvement has formed your understanding and practice of standards-based instruction.

2. Describe one specific instructional strategy you use to deliver classroom-level, standards-based instruction to students.

3. Identify examples where you have participated in committee-based strategic planning with team members of differing approaches and/or conflicting interest. How would fellow committee members describe your style and effectiveness of participation?

IV. SUPERVISOR'S LETTER OF SUPPORT.

The STATE seeks assurances that every prospective Applicant demonstrates sufficient professional preparation and incorporates best-practice, standards-based instructional practices during the course of student instruction. The STATE requests the independent validation of each Applicant's application with the submission of a letter of support from the Applicant's supervisor. Supervisors may include district superintendents, assistant superintendents, principals, assistant principals, special education 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 staff.

Letter of Support should provide brief statements validating the Applicant's engagement in any or all of the following attributes:

- a. Participation in previous state, district or school-level standards/curriculum development or implementation activities;
- b. Delivery of classroom-level, standards-based instruction to students.
- c. Participation in team-centered professional development activities.

The STATE seeks brief, general or targeted statements of support. Letters of Support must be part of the Applicant's application form and included in the final submission.



North Dakota Department of Public Instruction

EVALUATION CRITERIA

APPLICATION FOR SELECTION OF
CONTENT SPECIALIST COMMITTEE MEMBERS
State Academic Content Standards In
English Language Arts/Literacy and Mathematics

No. 201-7001-0506-145

Maximum Points Available is 100

Applicant Name: _____

Name of School: _____

Evaluator: _____ Date of Evaluation: _____

Evaluator:

I hereby certify that I do not have a conflict of interest with this Applicant. I further certify that I have reviewed the Request for Proposal Evaluators Guide and that neither I nor my immediate family members have a conflict of interest with regard to this Applicant who submitted an Application in response to this Application for Selection, in accordance with NDAC § 4-12-04-04.

Signature _____ Date _____

APPLICATION EVALUATION

All applications will be reviewed to determine if they are responsive to the requirements of this solicitation. An evaluation committee will evaluate responsive applications. The evaluation will be based solely on the evaluation factors set forth in this Application for Selection. The evaluation will consider information obtained subsequent to any discussions with Applicant's determined to be reasonable for award.

1. PROFESSIONAL CONTENT AND STUDENT SUPPORT FOCUS

15 Points Maximum

Applicant will receive up to 15 points total, proportional to the number of completed required elements. Each required element is worth 3 points each.

- a. Content Area Points Awarded_____
- b. Grade Level Points Awarded_____
- c. Specialty Areas Points Awarded_____
- d. Student Demographic Categories Points Awarded_____
- e. Title I School Program Points Awarded_____

EVALUATORS TOTAL POINTS AWARDED_____

2. PROFESSIONAL REFLECTIONS

75 points Maximum

Applicant will receive up to 25 points for each of the three narrative responses. Each narrative response will receive a score determined to be appropriate for demonstrated clarity, understanding of the question’s subject matter, and depth of professional insight. Point distribution will be determined by the following criteria.

Point Value	Explanation
0-8	Limited narrative development. Narrative demonstrates a limited understanding of the question’s content, a lack of clarity, and/or an insufficient development of professional practice.
9-17	Moderate narrative development. Narrative demonstrates a general appreciation of the question’s content, evidences clarity without providing detailed information, and/or provides adequate overall development of professional practices.
18-25	Exemplary narrative development. Narrative demonstrates an in-depth understanding of the question’s content, evidences clarity and provides detailed information, and/or provides specific, detailed development of professional practices.

- a. Previous Participation in standards/curriculum development. Points Awarded_____
- b. Instructional Strategy in Classroom. Points Awarded_____
- c. Examples of previous participation in team centered professional development activities. Points Awarded_____

EVALUATORS TOTAL POINTS AWARDED_____

3. SUPERVISOR’S LETTERS OF SUPPORT

10 Points Maximum

Applicant will receive 10 points for the required submission of a Letter of Support from their supervisor.

EVALUATORS TOTAL POINTS AWARDED_____

OVERALL TOTAL POINTS AWARDED_____



PROFESSIONAL SERVICE AGREEMENT
NORTH DAKOTA DEPARTMENT OF PUBLIC INSTRUCTION
 600 E BOULEVARD AVENUE
 BISMARCK, ND 58505-0440
 FISCAL MANAGEMENT Revised 10-11

Contractor	Date	Contractor Telephone No.	PSA No. 1517
Address		Contractor E-Mail Address	Contractor Fax No.

Dates of Service June 21, 2016 – March 31, 2017	DPI Project Manager Greg Gallagher	Project Manager E-Mail ggallagher@nd.gov	Project Manager Telephone No. 701-328-1838
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Scope of Service

Contractor Shall use its expertise and professional judgment serving as a Content Specialist Committee member to review and revise North Dakota state academic content standards in English language arts/literacy and mathematics.

This Agreement and Addendum is entered into by the Contractor and the Department of Public Instruction as specified above. The Contractor agrees to implement the tasks delineated in the Contract and will comply with all referenced terms and conditions of the Contract and Addendum.

Terms of Payment

- Professional Fee \$225 per day up to 11 days.
- Travel - Contractor will be reimbursed at North Dakota State rates for meals, mileage and lodging expenses incurred during the performance of service (if applicable). (See State Travel Reimbursement Policy)
- Other – Substitute Teacher pay up to \$110 per day (if applicable). Any additional costs will be the Contractor's obligation.

RENEWAL: This Professional Service Agreement will not renew.

Contractors must submit form No. SFN 9007 - Expense Claim for Non-Department Employee, with the necessary receipts, to receive payment (Refer to State Travel Reimbursement Policy). All claims must be submitted within 30 days of service.

Special Note: Reimbursement claims for services provided in June of any year must be submitted by July 15th.

CONTRACTOR'S ACCEPTANCE					DEPARTMENT OF PUBLIC INSTRUCTION ACCEPTANCE	
Contractor Printed Name and Title					Printed Unit Authorized Name Greg Gallagher, Assessment Director	
Contractor Signature ✓			Date		Authorized Signature	Date
For Department of Public Instruction Use Only					Printed Authorized Name and Title Robert Marthaller, Assistant Superintendent	
Dept. ID	Project	Activity	Account	Class 20130	Signature	Date
Unit Grant Manager					Procurement Officer	

ADDENDUM TO PROFESSIONAL SERVICE AGREEMENT

**ISSUED BY THE
DEPARTMENT OF PUBLIC INSTRUCTION (STATE)**

TO
(Insert Contractor Name)

1. **Merger and Modification, Conflict in Documents:** This Agreement 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 Agreement. This Agreement may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.
2. **Assignment and Subcontracts:** CONTRACTOR may not assign or otherwise transfer or delegate any right or duty without STATE'S express written consent. CONTRACTOR has no authority to contract for or incur obligations on behalf of STATE. Subcontractors are not allowed.
3. **Indemnification:**
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.
4. **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. 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.
 2. Workers Compensation coverage meeting all statutory requirements. In the event Contractor does not secure workers compensation coverage for activities under this agreement, Contractor agrees to waive, release and hold the State harmless from any and all claims for injuries arising out of or in furtherance of Contractor's activities under this agreement.

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

 3. 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.
 4. 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.
 5. The insurance required in this agreement, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned STATE representative.
 6. The Contractor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement.
 7. Failure to provide insurance as required in this agreement is a material breach of contract entitling STATE to terminate this agreement immediately.
5. **Independent Entity:** CONTRACTOR is an independent entity under this Contract and assures that they are on leave status and are not receiving a salary or other remuneration from the State of North Dakota for the services performed, (OMB Policy 208), 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 Workers' Compensation 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.

6. Works for Hire

Contractor acknowledges that all work(s) under this Agreement 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 Agreement 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.

7. 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.

8. Termination

a. Termination by Mutual Agreement

This Agreement 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 Agreement 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 Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
3. If any license, permit, or certificate required by law or rule, or by the terms of this Agreement, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Agreement 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 Agreement 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 Agreement 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 Agreement, or so fails to pursue the work as to endanger performance of this Agreement 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 Agreement.

9. State Audit: All records, regardless of physical form, and the accounting practices and procedures of Contractor relevant to this Agreement are subject to examination by the North Dakota State Auditor, the Auditor's designee, or Federal auditors. Contractor shall maintain all of these records for at least

three (3) years following completion of this Agreement and be able to provide them at any reasonable time. STATE, State Auditor, or Auditor's designee shall provide reasonable notice.

- 10. 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 and 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.
- 11. Notice:** All notices or other communications required under this Contract must be given by certified mail and are complete on the date mailed when addressed to the parties at the following addresses:

**Contractor Name/Address
Email & Phone No.**

OR

Department of Public Instruction
Greg Gallagher, Assessment Director
600 E Blvd. Ave., Dept. 201
Bismarck, ND 58505-0440
ggallagher@nd.gov 701-328-1838

- 12. Applicable Law and Venue:** This Agreement is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Agreement 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.
- 13. Compliance with Public Records Law:** Contractor understands that, except for disclosures prohibited in this Agreement, 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 Agreement, except for records that are confidential under this Agreement, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. Contractor agrees to contact STATE immediately 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.
- 14. 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.
- 15. 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.

16. Spoliation – Preservation of Evidence

Contractor shall promptly notify STATE of all potential claims that arise or result from this Agreement. 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.

**North Dakota Department of Public Instruction
State Travel Reimbursement Policy for Non-employees**

Effective January 1, 2016

Travel reimbursement will be made according to ND OMB Policies 502-516 as outlined below. Payment for travel expenses that exceed the agreed upon budget must be approved by State's project manager.

Per Diem (Meal Allowance):

A contractor shall be reimbursed per diem for meals paid by the contractor while traveling at the request of the State, up to the allowable rates established below (meal receipts are not required.) A contractor will not be reimbursed for the first quarter if travel began after 7:00 a.m. In order to claim expenses for the second and third quarters, the contractor must have been in travel status one hour before the start of the quarter being claimed, and travel status must extend at least one hour into the quarter being claimed. No meals are reimbursed if total travel status is less than 4 hours. Meals in the city of residence/employment and meals provided by a conference are not reimbursable.

Per Diem for travel within North Dakota	Per Diem for travel outside of North Dakota
The maximum meal allowance for each quarter: \$ 7.00 1 st Qtr. 6:00 am to 12:00 pm (20%) \$10.50 2 nd Qtr., 12:00 pm to 6:00 pm (30%) \$17.50 3 rd Qtr. 6:00 pm to 12:00 am (50%) \$35.00 Maximum per day reimbursement for meals	GSA meal allowance rates for city of destination: http://www.gsa.gov/portal/category/100120 . Same quarterly breakdown as in-state allowance.

Lodging:

Copies of itemized lodging receipts are required. State will not reimburse incidental expenses (e.g. movies, phone, etc.), however, applicable taxes are reimbursed. Travelers need to exercise diligence in securing hotel rooms at the best possible rate.

In-State Lodging	Out-of-State Lodging
Lodging costs should follow the same rates as State employees whenever possible (\$80.10 plus applicable taxes). See State rate exceptions below.	Lodging costs are reimbursed at actual costs.

Exception: Amounts shown below are 90% of the published GSA rates, and the maximum reimbursable rate that can be claimed, plus applicable state and local taxes. Rates are dependent upon location of stay.

City	Counties	2016								
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
All other	All other	80.10	80.10	80.10	80.10	80.10	80.10	80.10	80.10	80.10
Dickinson/ Beulah	Stark, Mercer, Billings	108.00	108.00	108.00	108.00	108.00	108.00	108.00	108.00	108.00
Minot	Ward	81.90	81.90	81.90	81.90	81.90	81.90	81.90	81.90	81.90
Williston	Williams, Mountrail, McKenzie	131.40	131.40	131.40	131.40	131.40	131.40	131.40	131.40	131.40

Transportation:

- ❖ In-state mileage for personal car use is reimbursed at \$.54 per mile.
- ❖ Reimbursements for airline ticket or other travel must be specified in the contract. Contractor will be reimbursed for coach class tickets and must exercise diligence in securing the best possible rates. Receipts showing flight itinerary are required.
- ❖ Luggage fee will be reimbursed only for the first piece of checked luggage unless specified in the contract.
- ❖ **Car rental is not an allowable expense.**

Misc.:

- ❖ All allowable travel expenses (other than meal per diem) greater than \$10 must be documented with itemized receipts (luggage, taxi etc.)
- ❖ Tips/gratuities will not be reimbursed.
- ❖ Parking fees at a motel/hotel or an airport require a receipt and will only be reimbursed for overnight travel.

- ❖ Contractors are requested to submit reimbursement claims within 30 days of travel. Due to year-end accounting requirements, June travel expenses must be submitted to NDDPI no later than July 14th of any year.
- ❖ Contractors submit reimbursement claims on State form # SFN 9007; include dates of travel and, if claiming per diem, include time of departure from home (office) and time of return to home (office).