RIDER BBB - Grant Application for School Improvement Set Grant Award (SIG) Pursuant to §1003(g) of the Elementary and Secondary Education Act of 1965. (ESEA)

Original/Amendment

(circle whichever is applicable)

(All blanks marked with "x" to be completed by Grant Recipient)

Master Agreement (AUN) Number: x 103024753
Federal Identification Number: x 251141536
CFDA Number: 84.010
Project Number: RA- 139-11-0191

This Rider is submitted by x Highlands SD (hereafter Grantee) and it applies to the project year commencing on Sept. 19, 2011 and ending on September 20, 2012.

Pursuant to this Rider, Grantee will receive funds in the amount of $482,758. These funds will be expended consistent with the Master Agreement, to which this Rider is appended, and with the terms set forth in this Rider, including the Grantee's Program Narrative and Program Models, and the Grantee's Budget Narrative and Budget Summary which are attached hereto and incorporated herein by reference as Appendix 1.

This Rider is hereby agreed to by:

Authorized Representative for the Grantee:

Joseph Latess, Superintendent — Name and Title - Typed
Signature — Date: 9-19-11

For the Commonwealth Department of Education:

Signature - Reviewer — Date: 10/27/11
Signature - Bur. Dir./ Div. Chief — Date: 10-31-11
Signature - Chief Counsel — Date: 11/17/11
Signature - Office of Attorney General — Date

6K00000

Office of General Counsel — Date

Office of Attorney General Date

Approved for fiscal propriety and availablity of funds:

Comptroller Date 11/23/11

MG 11/22/11

PAC 139 - ARRA School Improvement Grant (1003g)

Account Code: 001-016-003-2011-7-3340-07807-631 Amount $ 371,350
7782611790-1633340000-K10700780722-6600300

Account Code: 001-016-003-2012-7-3340-07807-631 Amount $ 111,408
7782612790-1633340000-K10700780722-6600300

PAC 142 - School Improvement Grant (1003g) - Regular

Account Code: 001-016-719-2011-7-3340-11502-631 Amount $
7071511000-1633340000-K11027150211-6600300

Account Code: 001-016-719-2012-7-3340-11502-631 Amount $
7071512000-1633340000-K11027150211-6600300

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PAC 142 - School Improvement Grant (1003g) - Regular

Account Code: 001-016-719-2011-7-3340-01502-631 Amount $ _____
7071511000-1633340000-K10027150211-6600300

Account Code: 001-016-719-2012-7-3340-01502-631 Amount $ _____
7071512000-1633340000-K10027150211-6600300

Program Terms and Conditions for School Improvement Grant (SIG 1003g) Grant Award

In expending grant funds and implementing the program covered by this Rider Grantee agrees:

1. To use the funds provided under this Rider to assist schools identified as Tier I or II under §1116 of §1003(g)(1) of the Elementary and Secondary Education Act of 1965. Tier I and II schools must agree to implement one of four required interventions in the 2010-11 school year as described in the Program Narrative and Program Model (Appendix 1).

2. To fulfill Grantee's school improvement responsibilities under §1003(g) of ESEA as applicable to each eligible school. This includes adhering to the requirements of one of the four Program Model interventions of Turnaround, Restart, School Closure and Transformation as further described below.

A. Turnaround model: An LEA implementing a turnaround model must:

(1) Replace the principal and grant the new principal sufficient operational flexibility (including in staffing, calendars/time, and budgeting) to implement fully a comprehensive approach in order to substantially improve student achievement outcomes and increase high school graduation rates;

(2) Using locally adopted competencies to measure the effectiveness of staff who can work within the turnaround environment to meet the needs of students,
   (a) Screen all existing staff and rehire no more than 50 percent; and
   (b) Select new staff;

(3) Implement such strategies as financial incentives, increased opportunities for promotion and career growth, and more flexible work conditions that are designed to recruit, place, and retain staff with the skills necessary to meet the needs of the students in the turnaround school;

(4) Provide staff ongoing, high-quality, job-embedded professional development that is aligned with the school's comprehensive instructional program and designed with school staff to ensure that they are equipped to facilitate effective teaching and learning and have the capacity to successfully implement school reform strategies;

(5) Adopt a new governance structure, which may include, but is not limited to, requiring the school to report to a new "turnaround office" in the LEA or SEA, hire a "turnaround leader" who reports directly to the Superintendent or Chief Academic Officer, or enter into a multi-year contract with the LEA or SEA to obtain added flexibility in exchange for greater accountability;

(6) Use data to identify and implement an instructional program that is research-based and vertically aligned from one grade to the next as well as aligned with State academic standards;

(7) Promote the continuous use of student data (such as from formative, interim, and summative assessments) to inform and differentiate instruction in order to meet the academic needs of individual students;

(8) Establish schedules and implement strategies that provide increased learning time; and

(9) Provide appropriate social-emotional and community-oriented services and supports for students.

B. Restart model: An LEA implementing a restart model must

(1) Convert a school or close and reopen a school under one of three options that has been selected through a rigorous review process. The management options are:
- (a) a charter school operator;
- (b) a charter management organization (CMO)- a non-profit organization that operates or manages charter schools by centralizing or sharing certain functions and resources among the schools; or
- (c) an education management organization (EMO)- a for-profit or non-profit organization that provides "whole-school operation" services to an LEA.

(2) Enroll, within the grades it serves, any former student who wishes to attend the school.

C. School closure: an LEA implementing a school closure must

(1) Close the school and enroll the students who attended that school in other schools in the LEA that are higher achieving. This may include, but is not limited to, charter schools or new schools for which achievement data are not yet available.

(2) Ensure that the other schools are within reasonable proximity to the closed school.

(3) Use SIG funding to pay certain reasonable and necessary costs associated with closing a school such as:
- (a) Costs related to parent and community outreach
- (b) Services to help parents and students transition to a new school
- (c) Orientation activities.

(4) Not use SIG funding to pay for revising transportation routes, transporting students to their new school, or making class assignments in a new school, unless these costs are directly attributable to the school closure and exceed the costs the LEA would have incurred in the absence of the closure.

D. Transformation model: An LEA implementing a transformation model must:

(1) Replace the principal who led the school prior to commencement of the transformation model;

(2) Use rigorous, transparent, and equitable evaluation systems for teachers and principals that—

(a) Take into account data on student growth as a significant factor as well as other factors, such as multiple observation-based assessments of performance and ongoing collections of professional practice reflective of student achievement and increased high school graduations rates; and

(b) Are designed and developed with teacher and principal involvement;

(3) Identify and reward school leaders, teachers, and other staff who, in implementing this model, have increased student achievement and high school graduation rates and identify and remove those who, after ample opportunities have been provided for them to improve their professional practice, have not done so;

(4) Provide staff ongoing, high-quality, job-embedded professional development that is aligned with the school's comprehensive instructional program and designed with school staff to ensure they are equipped to facilitate effective teaching and learning and have the capacity to successfully implement school reform strategies;

(5) Implement such strategies as financial incentives, increased opportunities for promotion and career growth, and more flexible work conditions that are designed to recruit, place, and retain staff with the skills necessary to meet the needs of the students in a transformation school;

(6) Use data to identify and implement an instructional program that is research-based and vertically aligned form one grade to the next as well as aligned with State academic standards;

(7) Promote the continuous use of student data (such as from formative, interim, and summative assessments) in order to inform and differentiate instruction to meet the academic needs of individual students;

(8) Establish schedules and strategies that provide increased learning time;

(9) Provide ongoing mechanisms for family and community engagement;

(10) Give the school sufficient operational flexibility (such as staffing, calendars/time, and budgeting) to implement fully a comprehensive approach to substantially improve achievement outcomes and increase high school graduation rates; and

(11) Ensure that the school receives ongoing, intensive technical assistance and related support from the LEA, SEA, or designated external lead partner organization (such as a school turnaround organization or EMO).

3. For any schools converted to charter schools under the restart model, Grantee agrees to begin providing grant funds to that charter school once the charter has been fully executed and in accordance with the allocation to that charter school set forth in Appendix A.

4. Subsequent year funds will be approved based on progress monitoring. Failure to adhere to the requirements of the Program Model interventions will result in loss of funds.

5. To expend all funds provided under this Rider by the Rider ending date at which point the funds lapse and are no longer available.

6. To comply with the reporting and other requirements, as applicable, of the attached Agreement Addendum regarding implementation of the American Recovery and Reinvestment Act.

7. To comply with the attached Contractor Integrity Provisions and Nondiscrimination/Sexual Harassment Clause, which respectively replace paragraphs 14 and 19 of the Master Agreement.

8. To comply with the attached Right To Know Clause.

AGREEMENT ADDENDUM
Implementation of the American Recovery and Reinvestment Act of 2009

Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, ("ARRA") was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases.

This agreement addendum addresses additional requirements applicable to ARRA funds. Subject to further guidance by the applicable Federal awarding agency, the following terms and conditions are consistent with the mandatory requirements for agreements funded by ARRA.

Be advised that ARRA funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of ARRA and related guidance. For projects funded by other sources in addition to ARRA funds, Contractors must keep separate records for ARRA funds and must ensure those records comply with the requirements of the ARRA.

The federal Government has not fully developed the implementing instructions of ARRA, particularly concerning specific procedural requirements for the new reporting requirements. The Contractor will be provided these details as they become available. The Contractor must comply with all requirements of ARRA. In the event there is any inconsistency between these ARRA requirements and current award terms and conditions, the ARRA requirements will take precedence.

Contractor agrees that in consideration of receipt of Federal ARRA Funds, it will comply with all of the terms, conditions, requirements and limitations set forth below:

Definitions

A. "ARRA funds" means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

B. "Contractor" is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

ARRA Terms & Conditions

1. Revisions to Requirements. **Contractor acknowledges that this Addendum may be revised pursuant to ongoing guidance from the relevant Federal or Commonwealth agency regarding requirements for ARRA funds. Contractor agrees to abide by any such revisions upon receipt of written notification from the Commonwealth of the revisions, which will automatically become a material part of this Addendum, without the necessity of either party executing any further instrument.**

2. Reporting Requirements. Not later than 5 days after the end of each calendar quarter, or more frequently as directed by the Commonwealth, the Contractor shall submit a report to the Commonwealth that contains:

(a) The total amount of ARRA funds received;

(b) The amount of ARRA funds received that were expended or obligated to projects or activities;

(c) A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:

i) the name of the project or activity;

ii) a description of the project or activity;

iii) an evaluation of the completion status of the project or activity;

iv) an estimate of the number of jobs created and the number of jobs retained by the project or activity; and

v) for infrastructure investments made by State and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under ARRA, and name of the person to contact at the agency if there are concerns with the infrastructure investment;

(d) Detailed information on any subcontracts or subgrants awarded by the Contractor must include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109–282), allowing aggregate reporting on awards below $25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget;

(e) If required by the Commonwealth, Contractor agrees to separately identify the expenditures for each award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that spearate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the Contractor reports required by ARRA;

(f) If required by the Commonwealth, Contractor shall submit backup documentation for expenditures of ARRA funds including such items as timecards and invoices. Contractor shall provide copies of backup documentation at the request of the Commonwealth.

3. Registrations and Identification Information

(a) Contractor must maintain current registrations in the Center Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with ARRA funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

(b) If applicable, the Contractor agrees to separately identify to each sub-contractor and document at the time of award of contract or approval of application and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of ARRA funds.

4. Flow Down Requirement. Contractor must include these ARRA Terms and Conditions in any subcontract.

5. Prohibition on Use of Funds. No ARRA funds may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool, or any other items prohibited by ARRA.

6. Required Job Posting. To ensure Pennsylvanians have the utmost opportunity to be hired for jobs created through the receipt of ARRA funding, all Contractors shall post jobs they create or seek to fill as a result of receiving ARRA funding to the PA CareerLink® system at www.pacareerlink.state.pa.us . Contractors can locate their local PA CareerLink® office through the same website or by calling 1-866-858-2753. Staff at local PA CareerLinks® can assist Contractors with posting positions and explain how to retrieve resumes or applications within the system.

7. Wage Rate Requirements. Section 1606 of ARRA requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

8. Whistleblower Provision.

(a) An employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of:

(1) gross mismanagement of an agency contract or grant relating to covered funds;
(2) a gross waste of covered funds;
(3) a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
(4) an abuse of authority related to the implementation or use of covered funds; or
(5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

(b) A person who believes that the person has been subjected to a reprisal prohibited by subsection (a) may submit a complaint regarding the reprisal to the appropriate U.S. Office of the Inspector General.

(c) Any employer receiving covered funds under ARRA, shall post notice of the rights and remedies as required by Section 1553 of ARRA. See www.recovery.gov.

9. Duty to Report Fraud. Contractors and subcontractors shall promptly refer to the U.S. Office of Inspector General and Commonwealth Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person will or has: 1) submitted a false claim under the False Claims Act; 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, ethics or similar misconduct involving ARRA funds; or 3) engaged in misuse, gross waste, gross mismanagement or abuse of authority related to the use or award of ARRA funds.

10. Environmental and Preservation Requirements. The Contractor shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the awarding Federal agency to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, the Clean Air Act, the Federal Water Pollution and Control Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the Contractor to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. The Contractor shall not undertake any project having the potential to impact EHP resources without the prior approval of the awarding Federal agency, including but not limited to communication towers, physical security enhancements, new construction, and modification to buildings that are 50 years old or greater. The Contractor must comply with all conditions placed on the project as a result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the Contractor must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the Contractor will immediately cease construction in that area and notify the awarding Federal agency and the Pennsylvania Historical and Museum Commission. Any construction activities that have been initiated prior to the full environmental and historic preservation review will result in a non-compliance finding.

11. No Contracts with Debarred or Suspended Entities. The Contractor shall not enter into any contract or subcontract with any party that has been debarred or suspended from either:

(a) contracting with the Federal Government or the Commonwealth; or

(b) participating in any Federal or Commonwealth assistance programs.

12. Prohibition on Lobbying.

(a) The Contractor covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract;

the making of any Federal grant; the making of any Federal loan; the entering into of any Agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Agreement.

(b) Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) and any applicable regulations are incorporated by reference and the Contractor agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

13. Nondiscrimination Provisions. The Contractor covenants and agrees that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with the Contractor's performance under this Agreement. Accordingly, and to the extent applicable, the Contractor covenants and agrees to comply with the following:

(a) On the basis of race, color or national origin, in Title V I of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.) as implemented by applicable regulations.

(b) On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 (3 CFR, 1964-1965 Comp.pg. 339), as implemented by applicable regulations.

(c) On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by applicable regulations.

(d) On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.), as implemented by applicable regulations.

(e) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by applicable regulations.

14. Creating Opportunities for Small and Disadvantaged Businesses.

Please use one of the following subsections – I, II, III or IV as detailed below:

I. ***The following shall apply for Projects using ARRA funds associated with an established federal DBE program and the Commonwealth agency and the administering federal agency have determined that only the Federal DBE program requirements shall apply:***

Creating Opportunities for Small and Disadvantaged Businesses

The Contractor shall comply with all applicable federal Disadvantaged Business Enterprises (DBE) requirements related to the DBE program.

II. ***The following shall be included in invitations for bid, requests for proposals, requests for quotes and other Commonwealth solicitations for Projects using ARRA funds and shall be incorporated (along with commitments made) in the resulting contract:***

Creating Opportunities for Small and Disadvantaged Businesses

(a) The Governor, through Executive Order 2009-02, has established, as an overall Commonwealth aspirational goal that at least ten percent (10%) of the funds allotted to the Commonwealth of Pennsylvania through the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, ("ARRA") should go to small disadvantaged businesses as contractors, subcontractors, grantees, subgrantees, and suppliers.

(b) To assist the Commonwealth in attaining this aspirational goal, each bidder/offeror/contractor is required to make reasonable and good faith efforts to reach out to small disadvantaged businesses to make them aware of subcontracting and supply opportunities and to encourage these businesses to participate as subcontractors and suppliers.

(c) At a minimum, each bidder/offeror/contractor is required to:

(i) Contact the Department of General Services' Bureau of Minority and Women Business Opportunities ("BMWBO") by telephone (717-783-3119) to discuss potential opportunities for small disadvantaged businesses as subcontractors and suppliers; and

(ii) When notified by the Commonwealth agency or BMWBO, participate in outreach activities and events to increase small disadvantaged business interest and participation in ARRA opportunities; and

(iii) Use the Department of General Services website www.dgsweb.state.pa.us/mbewbe/VendorSearch.aspx to identify DGS-certified Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) as potential subcontractors and suppliers; and

(iv) Solicit identified MBEs and WBEs; and

(v) Prepare and keep the following records:

a. Solicitations lists, specifically identifying all small, disadvantaged businesses that were solicited; and

b. Bid tabulations, specifically identifying all small, disadvantaged businesses that submitted a bid, quote or proposal, and the dollar amount of the bid, quote or proposal; and

c. Copies of all bids, quotes and proposals received; and

(vi) If awarded the contract, provide monthly reports to the Department of General Services' Bureau of Minority and Women Business Opportunities on small disadvantaged business utilization.

(d) Bidder/Offeror/Contractor shall comply with all applicable federal Disadvantaged Business Enterprises (DBE) requirements related to DBE programs. To the extent that federal DBE requirements conflict with the requirements of this Paragraph, the federal DBE requirements shall prevail. In the event that Contractor identifies a conflict, Contractor shall verify with the Commonwealth, which shall verify with the administering federal agency, that a conflict exists that would jeopardize ARRA funding.

(e) For purposes of this paragraph, "small disadvantaged businesses" are small businesses that are owned or controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages. The term includes:

(i) Department of General Services-certified MBEs and WBEs that qualify as small businesses; and

(ii) United States Small Business Administration certified 8(a) small disadvantaged business concerns; and

(iii) Businesses that BMWBO determines meet the Small Business Administration criteria for designation as a small disadvantaged business.

(iv) Small businesses that have been certified as disadvantaged business enterprises ("DBEs").

"Small businesses" are businesses in the United States that are independently owned, are not dominant in their field of operation, employ no more than 100 full-time or full-time equivalent employees and earn less than $20 million in gross annual revenues ($25 million in gross annual revenues for those businesses in the information technology sales or service business).

III. ***The following shall be included in contracts for Projects using ARRA funds where there was no solicitation document that included the clause is Subsection II above:***

Creating Opportunities for Small and Disadvantaged Businesses

(a) The Governor, through Executive Order 2009-02, has established, as an overall Commonwealth aspirational goal that at least ten percent (10%) of the funds allotted to the Commonwealth of Pennsylvania through the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, ("ARRA") should go to small disadvantaged businesses as contractors, subcontractors, grantees, subgrantees, and suppliers.

(b) To assist the Commonwealth in attaining this aspirational goal, Contractor is required to make reasonable and good faith efforts to reach out to small disadvantaged businesses to make them aware of subcontracting and supply opportunities and to encourage these businesses to participate as subcontractors and suppliers.

(c) At a minimum, Contractor is required to:

(i) Contact the Department of General Services' Bureau of Minority and Women Business Opportunities ("BMWBO") by telephone (717-783-3119) to discuss potential opportunities that may exist for small disadvantaged businesses as subcontractors and suppliers; and

(ii) When notified by the Commonwealth agency or BMWBO, participate in outreach activities and events to increase small disadvantaged business interest and participation in subcontracting and supply contract opportunities; and

(iii) Use the Department of General Services website www.dgsweb.state.pa.us/mbewbe/VendorSearch.aspx to identify DGS-certified Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) as potential subcontractors and suppliers; and

(vi) Solicit identified MBEs and WBEs for subcontracting and supply contract opportunities; and

(vii) Prepare and keep the following records:

a. Solicitations lists, specifically identifying all small, disadvantaged businesses that were solicited; and

b. Bid tabulations, specifically identifying all small, disadvantaged businesses that submitted a bid, quote or proposal, and the dollar amount of the bid, quote or proposal; and

c. Copies of all bids, quotes and proposals received; and

(vi) Provide monthly reports to the Department of General Services' Bureau of Minority and Women Business Opportunities on small disadvantaged business utilization.

(d) To the extent that this Contract imposes specific small, disadvantaged business solicitation and document submission requirements, Contractor shall comply with those requirements.

(e) Contractor shall comply with all applicable federal Disadvantaged Business Enterprises (DBE) requirements related to DBE programs. To the extent that federal DBE requirements conflict with the requirements of this Paragraph, the federal DBE requirements shall prevail. In the event that Contractor identifies a conflict, Contractor s hall verify with the Commonwealth, which shall verify with the administering federal agency, that a conflict exists that would jeopardize ARRA funding.

(f) For purposes of this paragraph, "small disadvantaged businesses" are small businesses that are owned or controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages. The term includes:

(i) Department of General Services-certified MBEs and WBEs that qualify as small businesses; and

(ii) United States Small Business Administration certified 8(a) small disadvantaged business concerns; and

(iii) Businesses that BMWBO determines meet the Small Business Administration criteria for designation as a small disadvantaged business.

(iv) Small businesses that have been certified as disadvantaged business enterprises ("DBEs").

"Small businesses" are businesses in the United States that are independently owned, are not dominant in their field of operation, employ no more than 100 full-time or full-time equivalent employees and earn less than $20 million in gross annual revenues ($25 million in gross annual revenues for those businesses in the information technology sales or service business).

IV. ***The following shall be included in grants for Projects using ARRA funds:***

Creating Opportunities for Small and Disadvantaged Businesses

(a) The Governor, through Executive Order 2009-02, has established, as an overall Commonwealth aspirational goal that at least ten percent (10%) of the funds allotted to the Commonwealth of Pennsylvania through the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, ("ARRA") should go to small disadvantaged businesses as contractors, subcontractors, grantees, subgrantees, and suppliers.

(b) To assist the Commonwealth in attaining this aspirational goal, Grantee is required to make reasonable and good faith efforts to reach out to small disadvantaged businesses to make them aware of subcontracting and supply opportunities and to encourage these businesses to participate as subgrantees, contractors, subcontractors and suppliers.

(c) At a minimum, Grantee is required to:

(i) Contact the Department of General Services' Bureau of Minority and Women Business Opportunities ("BMWBO") by telephone (717-783-3119) to discuss potential opportunities that may exist for small disadvantaged businesses as subgrantees, contractors, subcontractors and suppliers; and

(ii) When notified by the Commonwealth agency or BMWBO, participate in outreach activities and events to increase small disadvantaged business interest and participation in subgrant, contract, subcontract and supply contract opportunities; and

(iii) Use the Department of General Services website www.dgsweb.state.pa.us/mbewbe/VendorSearch.aspx to identify DGS-certified Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) as potential subgrantees, contractors, subcontractors and suppliers; and

(iv) Solicit identified MBEs and WBEs for subgrant, contract, subcontract and supply contract opportunities; and

(v) Prepare and keep the following records:

a. Solicitations lists, specifically identifying all small, disadvantaged businesses that were solicited; and

b. Bid tabulations, specifically identifying all small, disadvantaged businesses that submitted a bid, quote or proposal, and the dollar amount of the bid, quote or proposal; and

c. Copies of all bids, quotes and proposals received; and

(vi) Provide monthly reports to the Department of General Services' Bureau of Minority and Women Business Opportunities on small disadvantaged business utilization.

(d) To the extent that the grant imposes specific small, disadvantaged business solicitation and document submission requirements, Grantee shall comply with those requirements.

(e) Grantee shall comply with all applicable federal Disadvantaged Business Enterprises (DBE) requirements related to DBE programs. To the extent that federal DBE requirements conflict with the requirements of this

Paragraph, the federal DBE requirements shall prevail. In the event that Grantee identifies a conflict, Grantee shall verify with the Commonwealth, which shall verify with the administering federal agency, that a conflict exists that would jeopardize ARRA funding.

(f) For purposes of this paragraph, "small disadvantaged businesses" are small businesses that are owned or controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages. The term includes:

(i) Department of General Services-certified MBEs and WBEs that qualify as small businesses; and

(ii) United States Small Business Administration certified 8(a) small disadvantaged business concerns; and

(iii) Businesses that BMWBO determines meet the Small Business Administration criteria for designation as a small disadvantaged business.

(iv) Small businesses that have been certified as disadvantaged business enterprises ("DBEs").

"Small businesses" are businesses in the United States that are independently owned, are not dominant in their field of operation, employ no more than 100 full-time or full-time equivalent employees and earn less than $20 million in gross annual revenues ($25 million in gross annual revenues for those businesses in the information technology sales or service business).

15. Access to Records. Contractor agrees that with respect to each agreement using, in whole or in part, ARRA funds, any representative of an appropriate U.S. Inspector General appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the U.S. Comptroller General is authorized:

(a) to examine any records of the Contractor, any of its subcontractors, or any state or local agency administering such contract that pertain to, and involve transactions relating to the contract; and

(b) to interview any officer or employee of the contractor, subcontractor or agency regarding such transactions.

16. Records Retention. The Contractor shall retain all such contract records intact in a form, if not original documents, as may be approved by the Federal Government, for at least three (3) years following termination of a project funded by ARRA or for such longer period of time as required by the Commonwealth.

17. Access to Information. This contract and any records or expenditures related thereto may be subject to disclosure under the Pennsylvania Right to Know Law 65 P.S. 67.101 et seq. and the Freedom of Information Act, 5 U.S.C. §552.

18. Compliance. The Contractor shall comply with all applicable laws, regulations and program guidance. A **non-exclusive** list of statutes, regulations and/or guidance commonly applicable to Federal funds follows:

General
- Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.; 32 CFR part 26, Subpart B
- Copeland "Anti-Kickback Act", 18 U.S.C. Section 874; 29 CFR Part 3
- Contract Work Hours and Safety Standards Act, 40 U.S.C. §§327-330; 29 CFR Part 5
- Americans with Disabilities Act of 1990, as amended; 42 U.S.C. Chapter 126; 28 C.F.R. §35.101 et seq.

Administrative Requirements
- OMB Circular A-102, State and Local Governments (10/07/94, amended 08/28/07) (44 CFR Part 13)
- OMB Circular A-110, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (11/19/93, amended 09/30/99) (2 CFR Part 215)

Cost Principles
- OMB Circular A-87, State and Local Governments (05/10/04) (2 CFR Part 225)
- OMB Circular A-21, Educational Institutions (5/10/04) (2 CFR Part 220)
- OMB Circular A-122, Non-Profit Organizations (5/10/04) (2 CFR Part 230)

Audit Requirement

- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (6/24/97, includes revisions published in the Federal Register 6/27/03)

19. Buy American - Use of American Iron, Steel, and Manufactured Goods.

Please use subsections I and II in the alternative as detailed below:

I. The following shall apply for Projects using ARRA funds for the construction, alteration, maintenance, or repair of a public building or public work when:

- ***the estimated value of the project is less than $7,804,000; or***
- ***the procurement is being conducted by local governments and municipalities; or***
- ***the specific item being procured is not covered under the World Trade Organization Agreement on Government Procurement or other international procurement agreement. (e.g. mass transit or highway procurements, dredging service procurements, or national defense-related procurements).***

(a) Requirement. All iron, steel, and other manufactured goods used as construction material for the construction, alteration, maintenance, or repair of a public building or public work must be produced in the United States. This requirement shall be applied in a manner that is consistent with the laws and agreements of the United States and the Commonwealth of Pennsylvania.

(b) Definitions.

1. "Building or work" means construction, maintenance, alteration, or repair. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, drilling, blasting, excavating, clearing, and landscaping. The manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not "building" or "work" within the meaning of this definition unless conducted in connection with and at the site of such building or work as is described in the foregoing sentence, or under the United States Housing Act of 1937 and the Housing Act of 1949 in the construction or development of the project.

2. "Construction material" means an article, material, or supply brought to the construction site by the recipient, subrecipient or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

3. "Domestic construction material" means:

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States.

4. "Foreign construction material" means a construction material other than a domestic construction material.

5. "Manufactured good or product" means a good or product used as construction material in a project that is the result of processing materials by way of machinery and/or labor that produce a substantially different article. Where the basic character, function, or kind of material processed remains the same, it is not manufactured.

6. "Manufactured construction material" means any construction material that is not unmanufactured construction material."

7. "Public building or public work" means building or work, the construction, alteration, maintenance, or repair of which, as defined in this award term, is carried on directly by authority of, or with funds of, a Federal agency to serve the interest of the general public regardless of whether title thereof is in a Federal agency.

8. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

9. "Unmanufactured construction material" means raw material brought to the construction site for incorporation into the building or work that has not been:

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

10. "United States" means the 50 States, the District of Columbia, and outlying areas including:

(i) Commonwealths: (a) Puerto Rico; (b) The Northern Mariana Islands;

(ii) Territories: (a) American Samoa; (b) Guam; (c) U.S. Virgin Islands; and

(iii) Minor outlying islands: (a) Baker Island; (b) Howland Island; (c) Jarvis Island; (d) Johnston Atoll; (e) Kingman Reef; (f) Midway Islands; (g) Navassa Island; (h) Palmyra Atoll; (i) Wake Atoll.

(c) *Domestic preference.*

1. This award term and condition implements Section 1605 of ARRA, by requiring that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States.

2. The recipient shall use only domestic construction material in performing this project, except as provided in paragraph (c)(3) and (c)(4) of this term and condition.

3. This requirement does not apply to the construction material or components listed by the Government as follows:

_____

[Award official to list applicable excepted materials or indicate "none"]

4. The award official may add other foreign construction material to the list in paragraph (c)(3) of this term and condition if the Federal government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of domestic iron, steel, or other manufactured goods used as construction material in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of ARRA to a particular construction material would be inconsistent with the public interest.

(d) *Request for determination of inapplicability of Section 1605 of ARRA.*

1. (i) Any request to use foreign construction material in accordance with paragraph (c)(4) of this clause shall include adequate information for Government evaluation of the request, including—

(a) A description of the foreign and domestic construction materials;

(b) Unit of measure;
(c) Quantity;
(d) Price;
(e) Time of delivery or availability;
(f) Location of the construction project;
(g) Name and address of the proposed supplier; and
(h) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (e) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after award shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before award. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

2. If the Federal government determines after award that an exception to section 1605 of ARRA applies, the award official will amend the award to allow use of the foreign construction material. When the basis of the exception is non-availability or public interest, the amended award shall reflect adjustment of the award amount or redistribution of budgeted funds, as appropriate, to cover costs associated with acquiring or using the foreign construction material. When the basis for the exception is the unreasonable price of a domestic construction material, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

3. Unless the Federal government determines that an exception to section 1605 of ARRA applies, use of foreign construction material is noncompliant with section 1605 of ARRA.

(e) Data. To permit evaluation of requests under paragraph (d) of this clause based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item 2:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

1. [List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]
2. [Include other applicable supporting information.]
3. [* Include all delivery costs to the construction site.]

II. ***The following shall, in addition to the Pennsylvania Steel Products Procurement Act, 73 P.S. Sections 1881-1887, apply for Projects using ARRA funds for the construction, alteration, maintenance, or repair of a public building or public work with an estimated value of $7,804,000 or more:***

(a) Requirement. All iron and steel used in the construction, reconstruction, alteration or repair of a public building or public work must be manufactured in the United States. All other manufactured goods used as construction material for the construction, alteration, maintenance, or repair of a public building or public work must be produced in the United States or a designated country. This requirement shall be applied in a manner that is consistent with the laws and agreements of the United States and the Commonwealth of Pennsylvania.

(b) Definitions. As used in this award term and condition:

1. "Building or work" includes, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, drilling, blasting, excavating, clearing, and landscaping. The manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not "building" or "work" within the meaning of this definition unless conducted in connection with and at the site of such building or work as is described in the foregoing sentence, or under the United States Housing Act of 1937 and the Housing Act of 1949 in the construction or development of the project.

2. "Construction material" means iron, steel, and other manufactured goods used as construction material brought to the construction site by the recipient, subrecipient, or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

3. "Designated country" means: Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Chile, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom.

4. "Designated country construction material" means a construction material that

(i) Is wholly the growth, product, or manufacture of a designated country; or

(ii) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

5. "Domestic construction material" means:

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States.

6. "Foreign construction material" means a construction material other than a domestic construction material.

7. "Manufactured construction material" means any construction material that is not unmanufactured construction material."

8. "Public building or public work" means building or work, the construction, alteration, maintenance, or repair of which, as defined in this Subpart, is carried on directly by authority of, or with funds of, a Federal agency to serve the interest of the general public regardless of whether title thereof is in a Federal agency.

9. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

10. "Unmanufactured construction material" means raw material brought to the construction site for incorporation into the building or work that has not been--

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

11. "United States" means the 50 States, the District of Columbia, and outlying areas.

(c) *Construction materials.*

1. This award term and condition implements

(i) Section 1605(a) of the American ARRA, by requiring that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and

(ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of ARRA do not apply to designated country construction materials. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used as construction material in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services, or where the iron, steel or manufactured goods used as construction material in the project are from a least developed country. This obligation shall only apply to projects with an estimated value of $7,804,000 or more.

2. The recipient shall use only domestic or designated country construction material in performing the work funded in whole or part with this award, except as provided in paragraphs (c)(3) and (c)(4) of this term and condition.

3. The requirement in paragraph (c)(2) of this term and condition does not apply to the construction materials or components listed by the Government as follows:

_____

[*Award official to list applicable excepted materials or indicate "none"*]

4. The award official may add other construction material to the list in paragraph (c)(3) of this award term and condition if the Federal government determines that:

(i) The cost of domestic construction material would be unreasonable. The cost of domestic iron, steel, or other manufactured goods used as construction material in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

(ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of ARRA to a particular construction material would be inconsistent with the public interest.

(d) *Request for determination of inapplicability of section 1605 of ARRA or the Buy American Act.*

1. (i) Any recipient request to use foreign construction material in accordance with paragraph(c)(4) of this term and condition shall include adequate information for Government evaluation of the request, including—

(a) A description of the foreign and domestic construction materials;

(b) Unit of measure;

(c) Quantity;
(d) Price;
(e) Time of delivery or availability;
(f) Location of the construction project;
(g) Name and address of the proposed supplier; and
(h) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph(c)(4) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (e) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after award shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before award. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

2. If the Federal government determines after award that an exception to section 1605 of ARRA applies and the award official will amend the award to allow use of the foreign construction material. When the basis of the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount or redistribution of budgeted funds, as appropriate, to cover costs associated with acquiring or using the foreign construction material. When the basis for the exception is the unreasonable price of a domestic construction material, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in paragraph (c)(4)(i) of this term and condition.

3. Unless the Federal government determines that an exception to the section 1605 of ARRA applies, use of foreign construction material other than designated country construction material is noncompliant with the applicable Act.

(e) Data. To permit evaluation of requests under paragraph (d) of this clause based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item 2:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

1. [List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]
2. [Include other applicable supporting information.]
3. [* Include all delivery costs to the construction site.]

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, race, creed, or color.

3. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

4. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of gender, race, creed, or color against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the contracts relates.

5. The Grantee, any subgrantee, any contractor or any subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the granting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within thirty (30) days after award of any grant, the Grantee shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. Grantees who have fewer than five employees or whose employees are all from the same family or who have completed the STD-21 form within the past 12 months may, within the 15 days, request an exemption from the STD-21 form from the granting agency.

6. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.

7. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

In furtherance of this policy, Contractor agrees to the following:

1. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.

2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.

3. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.; the State Adverse Interest Act, 71 P.S. §776.1 et seq.; and the Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq., or to breach any other state or federal law or regulation.

4. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.

5. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq. or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.

6. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.

7. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.

8. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

9. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:

   a. Approved in writing by the Commonwealth prior to its disclosure; or

   b. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or

c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or

d. Necessary for purposes of Contractor's internal assessment and review; or

e. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or

f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or

g. Otherwise required by law.

10. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

a. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

b. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:

(1) obtaining;

(2) attempting to obtain; or

(3) performing a public contract or subcontract.

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

c. Violation of federal or state antitrust statutes.

d. Violation of any federal or state law regulating campaign contributions.

e. Violation of any federal or state environmental law.

f. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.

g. Violation of the Act of June 2, 1915 (P.L.736, No. 338), known as the Workers' Compensation Act, 77 P.S. 1 et seq.

h. Violation of any federal or state law prohibiting discrimination in employment.

i. Debarment by any agency or department of the federal government or by any other state.

j. Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

11. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by Section 1641 of the Pennsylvania Election Code) file a report of political contributions with the Secretary of the Commonwealth on or

before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

a. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars ($1,000) by any individual during the preceding year; or

b. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars ($1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

12. Contractor shall comply with requirements of the Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq., and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.

13. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.

14. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.

15. Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.

16. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

17. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.

a. "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through a act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.

b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.

c. "Contractor" means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.

d. "Financial interest" means:

(1) Ownership of more than a five percent interest in any business; or

(2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

e. "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.

f. "Immediate family" means a spouse and any unemancipated child.

g. "Non-bid basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

h. "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

Right to Know Law Clause (8-K-1580)

a. Grantee or Subgrantee understands that this Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL"). For the purpose of these provisions, the term "the Commonwealth" shall refer to the granting Commonwealth agency.

b. If the Commonwealth needs the Grantee's or Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

c. Upon written notification from the Commonwealth that it requires Grantee's or Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee or Subgrantee shall:

   (1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee's or Subgrantee's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

   (2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.

d. If Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.

e. The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

f. If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

SUMMARY BUDGET
FISCAL YEAR 2010 - 2011

ENTITY NAME: Highlands SD

Original

Refer to fiscal guidelines and grants manual for explanation of budget categories. ALL AMOUNTS MUST BE ROUNDED TO THE NEAREST DOLLAR. AN ACCOMPANYING DETAILED BUDGET MAY BE REQUIRED.

Cost Function	Description Of Functions	100 Salaries	200 Benefits	300 Purchased Professional & Technical Services	400 Purchased Property Services	500 Other Purchased Services	600 Supplies 800 Dues Fees	700 Property	Total
1000	Instruction	129,500.00	28,405.00	0.00	0.00	0.00	57,103.00	0.00	215,008.00
1692	Tutor Training	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2100	Pupil Personnel Services	0.00	0.00	20,000.00	0.00	0.00	0.00	0.00	20,000.00
2200	Staff Support Services	30,944.00	1,056.00	159,500.00	0.00	0.00	0.00	0.00	191,500.00
2300	Administrative Support/Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2400	Health Support Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2500	Business Support Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2600	Operation Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2700	Student Transportation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2800	Central Support Services	35,000.00	8,750.00	0.00	0.00	0.00	0.00	0.00	43,750.00
2900	Other Support Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3100	Food Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3300	Community Services	8,900.00	1,100.00	0.00	0.00	0.00	2,500.00	0.00	12,500.00
Column Totals		$204,344.00	$39,311.00	$179,500.00	$0.00	$0.00	$59,603.00	$0.00	Sub Total $482,758.00
						Approved Indirect Cost/Operational Rate: 0.0160 (CF 5000:OBJ 900)			0.00
						Pass Through Funds (If Applicable) (CF 2990: OBJ 899)			0.00
									$482,758.00

Local Matching Funds - (Not applicable to Special Education programs.)

Object Code	100	200	300	400	500	600	700	900	Total
LOCAL MATCH	$0	$0	$0	$0	$0	$0	$0	$0	$0

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF EDUCATION

Project # **142-11-0191**

SUMMARY BUDGET
FISCAL YEAR 2010 - 2011

ENTITY NAME: Highlands SD

Original

Section A: EQUIPMENT BREAKDOWN- Items budgeted in the 700 series object code must be broken down below by individual item. Amounts indicated below represent program dollars only; however, if another funding source is sharing equipment costs, please indicate the percentage to be charged to this program. Items that do not meet the equipment criteria should not be included in this section. (If additional space is required for equipment, attach copies of this page.)

ITEM	UNIT COST	No. To Be Purchased	Total Cost	Where Equipment Will Be Located/Utilized
TOTALS			$0	

Section B CARRYOVER OF FUNDS (Only applicable to Riders A-G and P) - If program guidelines allow carryover of previous year funds, complete the information below. If the program guidelines do not allow carryover, disregard.

Previous Year Project Number:	Previous Carryover Amount: $
Previous Year Allocation Amount: $	CarryOver Percentage

Assurances

The LEA assures the following:

SIG funds will be used to fully and effectively implement an effective intervention in each Tier I and Tier II school that the LEA commits to serve consistent with the final requirements.	Yes
Annual student achievement goals on the State's assessments in both reading/language arts and mathematics will be established, and progress on leading indicators in section III of the final requirements will be measured in order to monitor each Tier I and Tier II school the LEA serves with SIG funds. Goals will be established and approved by the SEA to hold Tier III schools receiving SIG funds accountable.	Yes
Schools implementing a restart model in Tier I or Tier II schools will include in its contract or agreement with the charter operator, charter management organization or education management organization provisions to hold each organization accountable for complying with the final SIG requirements.	Yes
School-level data required under section III of the final requirements will be reported to the SEA as required by the SEA.	Yes

School: Highlands High School

J. Budget Information and Budget Narrative

For each required action outlined in the Description of Reform Plan section of the application, 3-year cost estimates were required. Provide a breakdown of each of these estimated costs below. Breakdowns must be by category, by year and by unit and a description must be provided. A description of the plan for sustainability is also required for each budgeted item.

J1. Estimated 3-year Cost: Amount entered in this section of the application should equal the total amount estimated in the Description of Reform Plan section.

Year	Category	Number to be P	Unit Cost	Total Cost	Description of B	Sustainability P
Year 1	Professional Development	16	2000.00	32000.00	Section E2: Professional Coaching Sessions -- 16 days @ $2000/day.	This is the first year of a three-year planned effort, paid for in years 2-3 with SIG grant funds.
Year 1	Staff	96	100.00	9600.00	Section E2: Substitutes -- 6 for 16 days at $100/day.	This is the first year of a three-year planned effort, paid for in years 2-3 with SIG grant funds.
Year 2	Professional Development	5	2000.00	10000.00	Section E2: Professional Coaching Sessions -- 5 days @ $2000/day.	This is the second year of a three-year effort involving fewer training days as the staff becomes more proficient and paid for in year three with SIG grant funds.

Year 2	Staff	30	100.00	3000.00	Section E2: Substitutes -- 6 for 5 days at $100/day.	This is the second year of a three-year effort involving fewer training days as the staff becomes more proficient and paid for in year three with SIG grant funds.
Year 3	Professional Development	4	2000.00	8000.00	Section E2: Summer Symposium -- 4 days @ $2000/day.	Third and final year of a three-year training effort. Additional training should not be required in the future.
Year 3	Staff	48	178.00	8544.00	Section E2: Year 3 Summer Symposium Teacher per diem -- 12 teachers for 4 days @ $178/day salary.	Third and final year of a three-year training effort. Additional training should not be required in the future.
Year 3	Staff	48	22.00	1056.00	Section E2: Year 3 Summer Symposium Teacher per diem -- 12 teachers for 4 days @ $22/day benefits.	Third and final year of a three-year training effort. Additional training should not be required in the future.

Year 1	Professional Development	10	2000.00	20000.00	Section E3: 10 days of training at $2,000/day.	This is the first year of a three-year planned effort, paid for in years 2-3 with SIG grant funds.
Year 2	Professional Development	13	2000.00	26000.00	Section E3: 13 days of training at $2,000/day.	This is the second year of a three-year planned effort, paid for in year three with SIG grant funds.
Year 3	Professional Development	2	2000.00	4000.00	Section E3: 2 days of training at $2,000/day.	Third and final year of a three-year training effort. Additional training should not be required in the future.
Year 1	Professional Development	12	2000.00	24000.00	Section E4: Professional Learning Sessions -- 12 days @ $2000/day.	This is the first year of a three-year planned effort, paid for in years 2-3 with SIG grant funds.

Year 2	Professional Development	8	2000.00	16000.00	Section E4: Professional Learning Sessions -- 8 days @ $2000/day.	This is the second year of a three-year effort involving fewer training days as the staff becomes more proficient and paid for in year three with SIG grant funds.
Year 3	Professional Development	6	2000.00	12000.00	Section E4: Professional Learning Sessions -- 6 days @ $2000/day.	Third and final year of a three-year training effort. Additional training should not be required in the future.
Year 1	Professional Development	10	2000.00	20000.00	Section E5: 10 days of professional learning sessions @ $2000/day.	This is the first year of a three-year planned effort, paid for in years 2-3 with SIG grant funds.
Year 1	Staff	48	178.00	8544.00	Section E5: 4 days of teacher per diem salaries (summer) -- 12 teachers @ $178/day.	This is the first year of a three-year planned effort, paid for in years 2-3 with SIG grant funds.

Year 1	Staff	48	22.00	1056.00	Section E5: 4 days of teacher per diem benefits (summer) -- 12 teachers @ $22/day.	This is the first year of a three-year planned effort, paid for in years 2-3 with SIG grant funds.
Year 2	Professional Development	8	2000.00	16000.00	Section E5: 8 days of professional learning sessions @ $2000/day.	This is the second year of a three-year effort involving fewer training days as the staff becomes more proficient and paid for in year three with SIG grant funds.
Year 2	Staff	48	178.00	8544.00	Section E5: 4 days of teacher per diem salaries (summer) -- 12 teachers @ $178/day.	This is the second year of a three-year effort involving fewer training days as the staff becomes more proficient and paid for in year three with SIG grant funds.
Year 2	Staff	48	22.00	1056.00	Section E5: 4 days of teacher per diem benefits (summer)-- 2 teachers @ $22/day.	This is the second year of a three-year effort involving fewer training days as the staff becomes more proficient and paid for in year three with SIG grant funds.

Year 3	Professional Development	2	2000.00	4000.00	Section E5: 2days of professional learning sessions @ $2000/day.	Third and final year of a three-year training effort. Additional training should not be required in the future.
Year 3	Staff	24	178.00	4272.00	Section E5: 2 days of teacher per diem salaries (summer) -- 12 teachers @ $178/day.	Third and final year of a three-year training effort. Additional training should not be required in the future.
Year 3	Staff	24	22.00	528.00	Section E5:2 days of teacher per diem benefits (summer) -- 12 teachers @ $22/day.	Third and final year of a three-year training effort. Additional training should not be required in the future.
Year 1	Professional Development	8	2000.00	16000.00	Section E6: Professional Learning — 8 days @ $2,000/day.	This is the first year of a three-year planned effort, paid for in years 2-3 with SIG grant funds.

Year 1	Staff	128	100.00	12800.00	Section E6: Substitutes — 16 for 8 days @ $100 day.	This is the first year of a three-year planned effort, paid for in years 2-3 with SIG grant funds.
Year 2	Professional Development	8	2000.00	16000.00	Section E6: Professional Learning — 8 days @ $2,000/day.	This is the second year of a three-year planned effort, paid for in year three with SIG grant funds.
Year 2	Staff	128	100.00	12800.00	Section E6: Substitutes — 16 for 8 days @ $100 day.	This is the second year of a three-year planned effort, paid for in year three with SIG grant funds.
Year 3	Professional Development	4	2000.00	8000.00	Section E6: Professional Learning — 4 days @ $2000/day.	Third and final year of a three-year training effort. Additional training should not be required in the future.

Year 3	Staff	64	100.00	6400.00	Section E6: Substitutes — 16 for 4 days @ $100/day.	Third and final year of a three-year training effort. Additional training should not be required in the future.
Year 1	Professional Development	10	2000.00	20000.00	Section E7: 10 days of training at $2,000/day.	This is the first year of a three-year planned effort, paid for in years 2-3 with SIG grant funds.
Year 2	Professional Development	8	2000.00	16000.00	Section E7: 8 days of training at $2,000/day.	This is the second year of a three-year effort involving fewer training days as the staff becomes more proficient and paid for in year three with SIG grant funds.
Year 3	Professional Development	6	2000.00	12000.00	Section E7: 6 days of training at $2,000/day.	Third and final year of a three-year training effort. Additional training should not be required in the future.

Pre-Implementation	Staff	5	890.00	4450.00	Section E9: Stipends for 5 Family Involvement Team members @ $890/year.	This is the pre-implementation phase of a three-year planned effort, paid for in years 1-3 with SIG grant funds.
Pre-Implementation	Staff	5	110.00	550.00	Section E9: Benefits for 5 Family Involvement Team members @ $110/year.	This is the pre-implementation phase of a three-year planned effort, paid for in years 1-3 with SIG grant funds.
Year 1	Staff	5	890.00	4450.00	Section E9: Stipends for 5 Family Involvement Team members @ $890/year.	This is the first year of a three-year planned effort, paid for in years 2-3 with SIG grant funds.
Year 1	Staff	5	110.00	550.00	Section E9: Benefits for 5 Family Involvement Team members @ $110/year.	This is the first year of a three-year planned effort, paid for in years 2-3 with SIG grant funds.

Year 1	Materials & Supplies	1	2500.00	2500.00	Section E9: Miscellaneous Supplies, Parent-Community Efforts @ $2,500/year.	This is the first year of a three-year planned effort, paid for in years 2-3 with SIG grant funds.
Year 2	Staff	5	890.00	4450.00	Section E9: Stipends for 5 Family Involvement Team members @ $890/year.	This is the second year of a three-year effort, paid for in year three with SIG grant funds.
Year 2	Staff	5	110.00	550.00	Section E9: Benefits for 5 Family Involvement Team members @ $110/year.	This is the second year of a three-year effort, paid for in year three with SIG grant funds.
Year 2	Materials & Supplies	1	2500.00	2500.00	Section E9: Miscellaneous Supplies, Parent-Community Efforts @ $2,500/year.	This is the second year of a three-year planned effort, paid for in year three with SIG grant funds.

Year 3	Staff	5	890.00	4450.00	Section E9: Stipends for 5 Family Involvement Team members @ $890/year.	Third and final year of a three-year effort. This project component and its cost will be phased out.
Year 3	Staff	5	110.00	550.00	Section E9: Benefits for 5 Family Involvement Team members @ $110/year.	Third and final year of a three-year effort. This project component and its cost will be phased out.
Year 3	Materials & Supplies	1	2500.00	2500.00	Section E9: Miscellaneous Supplies, Parent-Community Efforts @ $2,500/year.	The Highlands School District will pay these expenses out of its general fund going forward.
Year 1	Staff	5	4536.00	22680.00	Section E8: After-school tutoring, salaries -- 5 teachers @ $21/hour, 2 hours/day, 3 days/week, for 36 weeks.	This is the first year of a three-year planned effort, paid for in years 2-3 with SIG grant funds.

Year 1	Staff	5	562.00	2810.00	Section E8: After-school tutoring, benefits -- 5 teachers @ $2.60/hour, 2 hours/day, 3 days/week, for 36 weeks.	This is the first year of a three-year planned effort, paid for in years 2-3 with SIG grant funds.
Year 1	Materials & Supplies	1	4000.00	4000.00	Section E8: Miscellaneous supplies, after-school tutoring program.	This is the first year of a three-year planned effort, paid for in years 2-3 with SIG grant funds.
Year 1	Staff	5	756.00	3780.00	Section E8: Saturday Academy, salaries -- 5 teachers @ $21/hour, 3 hours/day, for 12 days.	This is the first year of a three-year planned effort, paid for in years 2-3 with SIG grant funds.
Year 1	Staff	5	94.00	470.00	Section E8: Saturday Academy, benefits -- 5 teachers @ $2.60/hour, 3 hours/day, for 12 days.	This is the first year of a three-year planned effort, paid for in years 2-3 with SIG grant funds.

Year 1	Materials & Supplies	1	2000.00	2000.00	Section E8: Miscellaneous supplies, Saturday Academy.	This is the first year of a three-year planned effort, paid for in years 2-3 with SIG grant funds.
Year 1	Staff	1	40000.00	40000.00	Section E8: Study Skills teacher, salary, @ $40,000/year.	This is the first year of a three-year planned effort, paid for in years 2-3 with SIG grant funds.
Year 1	Staff	1	10000.00	10000.00	Section E8: Study Skills teacher, benefits, @ $10,000/year (25%).	This is the first year of a three-year planned effort, paid for in years 2-3 with SIG grant funds.
Year 1	Materials & Supplies	1	5000.00	5000.00	Section E8: Miscellaneous supplies, Study Skills course.	This is the first year of a three-year planned effort, paid for in years 2-3 with SIG grant funds.

Year 1	Staff	1	18000.00	18000.00	Section E8: Writing Lab teacher, part-time salary, @ $18,000/year.	This is the first year of a three-year planned effort, paid for in years 2-3 with SIG grant funds.
Year 1	Staff	1	4500.00	4500.00	Section E8: Writing Lab teacher, part-time benefits, @ $4,500/year (25%).	This is the first year of a three-year planned effort, paid for in years 2-3 with SIG grant funds.
Year 1	Materials & Supplies	1	2500.00	2500.00	Section E8: Miscellaneous supplies, Writing Lab.	This is the first year of a three-year planned effort, paid for in years 2-3 with SIG grant funds.
Year 1	Staff	5	1008.00	5040.00	Section E8: Summer Institute teacher stipends -- 5 teachers @ $21/hour, 3 hours/day, for 16 days.	This is the first year of a three-year planned effort, paid for in years 2-3 with SIG grant funds.

Year 1	Staff	5	125.00	625.00	Section E8: Summer Institute teacher benefits -- 5 teachers @ $2.60/hour, 3 hours/day, for 16 days.	This is the first year of a three-year planned effort, paid for in years 2-3 with SIG grant funds.
Year 1	Materials & Supplies	1	2000.00	2000.00	Section E8: Miscellaneous supplies, Summer Institute.	This is the first year of a three-year planned effort, paid for in years 2-3 with SIG grant funds.
Year 1	Computer Equipment	1	36153.00	36153.00	Section E8: Writing Lab computers and equipment.	This is a one-time cost.
Year 2	Staff	5	4536.00	22680.00	Section E8: After-school tutoring, salaries -- 5 teachers @ $21/hour, 2 hours/day, 3 days/week, for 36 weeks.	This is the second year of a three-year planned effort, paid for in year three with SIG grant funds.

Year 2	Staff	5	562.00	2810.00	Section E8: After-school tutoring, benefits -- 5 teachers @ $2.60/hour, 2 hours/day, 3 days/week, for 36 weeks.	This is the second year of a three-year planned effort, paid for in year three with SIG grant funds.
Year 2	Materials & Supplies	1	4000.00	4000.00	Section E8: Miscellaneous supplies, after-school tutoring program.	This is the second year of a three-year planned effort, paid for in year three with SIG grant funds.
Year 2	Staff	5	756.00	3780.00	Section E8: Saturday Academy, salaries -- 5 teachers @ $21/hour, 3 hours/day, for 12 days.	This is the second year of a three-year planned effort, paid for in year three with SIG grant funds.
Year 2	Staff	5	94.00	470.00	Section E8: Saturday Academy, benefits -- 5 teachers @ $2.60/hour, 3 hours/day, for 12 days.	This is the second year of a three-year planned effort, paid for in year three with SIG grant funds.

Year 2	Materials & Supplies	1	2000.00	2000.00	Section E8: Miscellaneous supplies, Saturday Academy.	This is the second year of a three-year planned effort, paid for in year three with SIG grant funds.
Year 2	Staff	1	40000.00	40000.00	Section E8: Study Skills teacher, salary, @ $40,000/year.	This is the second year of a three-year planned effort, paid for in year three with SIG grant funds.
Year 2	Staff	1	10000.00	10000.00	Section E8: Study Skills teacher, benefits, @ $10,000/year (25%).	This is the second year of a three-year planned effort, paid for in year three with SIG grant funds.
Year 2	Materials & Supplies	1	5000.00	5000.00	Section E8: Miscellaneous supplies, Study Skills course.	This is the second year of a three-year planned effort, paid for in year three with SIG grant funds.

Year 2	Staff	1	18000.00	18000.00	Section E8: Writing Lab teacher, part-time salary, @ $18,000/year.	This is the second year of a three-year planned effort, paid for in year three with SIG grant funds.
Year 2	Staff	1	4500.00	4500.00	Section E8: Writing Lab teacher, part-time benefits, @ $4,500/year (25%).	This is the second year of a three-year planned effort, paid for in year three with SIG grant funds.
Year 2	Materials & Supplies	1	2500.00	2500.00	Section E8: Miscellaneous supplies, Writing Lab.	This is the second year of a three-year planned effort, paid for in year three with SIG grant funds.
Year 2	Staff	5	1008.00	5040.00	Section E8: Summer Institute teacher stipends -- 5 teachers @ $21/hour, 3 hours/day, for 16 days.	This is the second year of a three-year planned effort, paid for in year three with SIG grant funds.

Year 2	Staff	5	125.00	625.00	Section E8: Summer Institute teacher benefits -- 5 teachers @ $2.60/hour, 3 hours/day, for 16 days.	This is the second year of a three-year planned effort, paid for in year three with SIG grant funds.
Year 2	Materials & Supplies	1	2000.00	2000.00	Section E8: Miscellaneous supplies, Summer Institute.	This is the second year of a three-year planned effort, paid for in year three with SIG grant funds.
Year 2	Contracted Services	5	2000.00	10000.00	Section E8: Training in establishing web-based curriculum modules to support remediation instruction, a credit recovery system for struggling students, and career assessment and training software systems.	This is a one-time cost.

Year 3	Staff	5	4536.00	22680.00	Section E8: After-school tutoring, salaries -- 5 teachers @ $21/hour, 2 hours/day, 3 days/week, for 36 weeks.	The Highlands School District will pay this expense out of its general fund going forward.
Year 3	Staff	5	562.00	2810.00	Section E8: After-school tutoring, benefits -- 5 teachers @ $2.60/hour, 2 hours/day, 3 days/week, for 36 weeks.	The Highlands School District will pay this expense out of its general fund going forward.
Year 3	Materials & Supplies	1	4000.00	4000.00	Section E8: Miscellaneous supplies, after-school tutoring program.	The Highlands School District will pay this expense out of its general fund going forward.

Year 3	Staff	5	756.00	3780.00	Section E8: Saturday Academy, salaries -- 5 teachers @ $21/hour, 3 hours/day, for 12 days.	The Highlands School District will pay this expense out of its general fund going forward.
Year 3	Staff	5	94.00	470.00	Section E8: Saturday Academy, benefits -- 5 teachers @ $2.60/hour, 3 hours/day, for 12 days.	The Highlands School District will pay this expense out of its general fund going forward.
Year 3	Materials & Supplies	1	2000.00	2000.00	Section E8: Miscellaneous supplies, Saturday Academy.	The Highlands School District will pay this expense out of its general fund going forward.

Year 3	Staff	1	40000.00	40000.00	Section E8: Study Skills teacher, salary, @ $40,000/year.	The Highlands School District will pay this expense out of its general fund going forward.
Year 3	Staff	1	10000.00	10000.00	Section E8: Study Skills teacher, benefits, @ $10,000/year (25%).	The Highlands School District will pay this expense out of its general fund going forward.
Year 3	Materials & Supplies	1	5000.00	5000.00	Section E8: Miscellaneous supplies, Study Skills course.	The Highlands School District will pay this expense out of its general fund going forward.

Year 3	Staff	1	18000.00	18000.00	Section E8: Writing Lab teacher, part-time salary, @ $18,000/year.	The Highlands School District will pay this expense out of its general fund going forward.
Year 3	Staff	1	4500.00	4500.00	Section E8: Writing Lab teacher, part-time benefits, @ $4,500/year (25%).	The Highlands School District will pay this expense out of its general fund going forward.
Year 3	Materials & Supplies	1	2500.00	2500.00	Section E8: Miscellaneous supplies, Writing Lab.	The Highlands School District will pay this expense out of its general fund going forward.

Year 3	Staff	5	1008.00	5040.00	Section E8: Summer Institute teacher stipends -- 5 teachers @ $21/hour, 3 hours/day, for 16 days.	The Highlands School District will pay this expense out of its general fund going forward.
Year 3	Materials & Supplies	1	2000.00	2000.00	Section E8: Miscellaneous supplies, Summer Institute.	The Highlands School District will pay this expense out of its general fund going forward.
Year 1	Professional Development	10	2000.00	20000.00	Section E10: OnHand Schools training in hybrid curriculum design and implementation.	This is the first year of a two-year planned effort, paid for in year 2 with SIG grant funds and to be phased out thereafter.

Year 1	Professional Development	1	7500.00	7500.00	Section E10: Duquesne University technology support in new instructional management system and learning management system.	This is the first year of a two-year planned effort, paid for in year two with SIG grant funds and to be phased out thereafter.
Year 1	Contracted Services	1	20000.00	20000.00	Section E10: What Works Clearinghouse consultant to establish a dropout-preventi on program.	This is the first year of a three-year planned effort, paid for in years 2-3 with SIG grant funds.
Year 1	Computer Equipment	1	1450.00	1450.00	Section E10: Required virtual server platform for Moodle software.	This is a one-time cost.

Year 1	Staff	1	40000.00	40000.00	Section E10: Full-time Device Lab teacher, salary @ $40,000/year.	This is the first year of a three-year planned effort, paid for in years 2-3 with SIG grant funds.
Year 1	Staff	1	10000.00	10000.00	Section E10: Full-time Device Lab teacher, benefits @ $10,000/year (25%).	This is the first year of a three-year planned effort, paid for in years 2-3 with SIG grant funds.
Year 1	Staff	1	35000.00	35000.00	Section E10: Part-time administrative staffer to assist with implementation of SIG provisions, salary @ $35,000/year.	This is the first year of a three-year planned effort, paid for in years 2-3 with SIG grant funds.

Year 1	Staff	1	8750.00	8750.00	Section E10: Part-time administrative staffer to assist with implementation of SIG provisions, benefits @ $8,750/year (25%).	This is the first year of a three-year planned effort, paid for in years 2-3 with SIG grant funds.
Year 2	Professional Development	10	2000.00	20000.00	Section E10: OnHand Schools training in hybrid curriculum design and implementation.	This is the second year of a two-year effort. This project component and its associated costs will be phased out.
Year 2	Professional Development	1	7500.00	7500.00	Section E10: Duquesne University technology support in IMS and LMS.	This is the second year of a two-year effort. This project component and its associated costs will be phased out.

Year 2	Contracted Services	1	20000.00	20000.00	Section E10: What Works Clearinghouse consultant to establish a dropout-preventi on program.	This is the second year of a three-year planned effort, paid for in year three with SIG grant funds.
Year 2	Computer Equipment	1	43750.00	43750.00	Section E10: One-half of new Device Lab.	This is the first year of a two-year planned effort, paid for in year two with SIG grant funds and phased out thereafter.
Year 2	Staff	1	40000.00	40000.00	Section E10: Full-time Device Lab teacher, salary @ $40,000/year.	This is the second year of a three-year planned effort, paid for in year three with SIG grant funds.

Year 2	Staff	1	10000.00	10000.00	Section E10: Full-time Device Lab teacher, benefits @ $10,000/year (25%).	This is the second year of a three-year planned effort, paid for in year three with SIG grant funds.
Year 2	Staff	1	35000.00	35000.00	Section E10: Part-time administrative staffer to assist with implementation of SIG provisions, salary @ $35,000/year.	This is the second year of a three-year planned effort, paid for in year three with SIG grant funds.
Year 2	Staff	1	8750.00	8750.00	Section E10: Part-time administrative staffer to assist with implementation of SIG provisions, benefits @ $8,750/year (25%).	This is the second year of a three-year planned effort, paid for in year three with SIG grant funds.

Year 3	Contracted Services	1	20000.00	20000.00	Section E10: What Works Clearinghouse consultant to establish a dropout-preventi on program.	This project component and its associated costs will be phased out.
Year 3	Computer Equipment	1	43625.00	43625.00	Section E10: One-half of new Device Lab.	This represents the second and final part of a one-time cost. No further expenditures will be necessary.
Year 3	Staff	1	40000.00	40000.00	Section E10: Full-time Device Lab teacher, salary @ $40,000/year.	The Highlands School District will pay the costs associated with this project component out of its general fund going forward.

Year 3	Staff	1	10000.00	10000.00	Section E10: Full-time Device Lab teacher, benefits @ $10,000/year (25%).	The Highlands School District will pay the costs associated with this project component out of its general fund going forward.
Year 3	Staff	1	31600.00	31600.00	Section E10: Part-time administrative staffer to assist with implementation of SIG provisions, salary @ $31,600/year.	This project component and its associated costs will be phased out.
Year 3	Staff	1	7900.00	7900.00	Section E10: Part-time administrative staffer to assist with implementation of SIG provisions, benefits @ $7,900/year (25%).	This project component and its associated costs will be phased out.

Year 1	Software	1	4000.00	4000.00	Section E8: Career Link software: Keys2Work, site license, 1 @ $4,000/year.	This is the first year of a three-year planned effort, paid for in years 2-3 with SIG grant funds.
Year 2	Software	1	4000.00	4000.00	Section E8: Career Link software: Keys2Work, site license, 1 @ $4,000/year.	This is the second year of a three-year planned effort, paid for in year three with SIG grant funds.
Year 3	Software	1	4000.00	4000.00	Section E8: Career Link software: Keys2Work, site license, 1 @ $4,000/year.	The Highlands School District will pay the costs associated with this project component out of its general fund going forward.

Explain any "Other" budget category used above.

School: Highlands High School

L. Executive Summary

District/Charter School Name:	Highlands School District
School Name:	Highlands High School
Reform model:	Transformation model
1. Describe the actions to be taken to replace the building principal. (Transformation/Turnaround models only)	In 2008, the Highlands School District conducted a comprehensive search to find a Middle School Principal that had proven success at the secondary level working with a diversified population of students. Knowing that the High School Principal would soon retire, our aim was to have a Middle School Principal that could replace the retiring High School Principal. Ms. Cathy Russo was recruited from Urban Pathways Charter School to revitalize a struggling Middle School in the Highlands School District. When the Superintendent, Dr. Latess, was made aware that the Highlands School District High School qualified for the School Improvement Grant, he approached the High School Principal to determine if the principal was considering retirement. In May, the Principal decided to retire. At that time, the Superintendent enacted the leadership plan for Ms. Russo based on improving the academic achievement and rigor at the High School. Our steps included 1) Replacing the retiring High School Principal with Ms. Cathy Russo, 2) Transferring the current High School Assistant Principal (Ms. Beucker) to the Middle School, 3) Replacing the now vacant High School Assistant Principal with the Middle School Assistant Principal (Mr. Bennis), 4) Obtaining School Board approval for the administrative realignment. As part of this realignment and transformation effort, the new High School Leadership Team will be adopting a new evaluation mechanism by establishing a 360-degree feedback process for the Principal and Assistant Principal that provides insight into the impact the leadership team has on the school. The 360-degree process provides invaluable qualitative data on performance. Subordinates, peers, supervisors and stakeholders provide feedback on a person's behavior and performance. This is discussed in more detail in Section E2 of this grant proposal At the May 16, 2011 School Board meeting, the Board of Directors approved the retirement of the current High School Principal. At that meeting, the Board approved the Highlands School District administrative realignment that transferred Ms. Russo and Mr. Bennis to the High School and the High School Assistant Principal, Ms. Beucker, to the Middle School.

2. Describe the actions to be taken to use locally adopted competencies to measure the effectiveness of staff who can work within the turnaround environment to meet the needs of students, and 1) screen all existing staff and rehire no more than 50 percent; and 2) select new staff. (Turnaround model only)

NA.

3. Describe the actions to be taken to implement a rigorous, transparent and equitable evaluation system for teachers and principals that 1) takes into account data on student growth as a significant factor as well as other factors, such as multiple observation-based assessments of performance and ongoing collections of professional practice reflective of student achievement; and 2) is designed and developed with teacher and principal involvement. (Transformation model only)

Our external lead partner will provide twenty-five days of professional learning sessions over the three year grant period focusing on three major goals: (1) Refining the current walk-through process into a genuine clinical supervision model that provides group and individual feedback through a defined protocol every nine weeks. A summary report will be presented to faculty and the end of each quarter and this report will be used to focus the walk-through process for the next quarter. (2) Refining the current Assessment Binder project and implement the process in the High School. (3) Establishing a 360 Feedback Process for principal and assistant principal that provides insight into the impact of the leadership model for the school.

During year 1, the external lead partner will work 16 days with administrators and a team of teachers representing all content areas. Eight days will be spent in refining the walk-through process. An additional 7 days will be spent working with administrators on the principal/assistant principal evaluation model. In addition, a 360 degree feedback model will be used. This approach provides vehicles for subordinates, peers, supervisors and stakeholders to offer feedback on a staffer's behavior and performance and includes both a numeric scale of points and qualitative feedback in written comments.

One day will be spent with the teacher team refining the current Assessment Binder used in the Middle School. After preliminary activities, work shifts towards specific interventions that address enhancements to assessment format, rigor, content, differentiation and alignment of assessments with curriculum.

During year 2, the focus shifts to implementation. The external lead partner will work 2 days in a coaching format participating in the walk-through process and providing support for the clinical process embedded in the design, refining forms used in the process and the protocol of implementation. Two days will be spent with administrators and teachers implementing, reviewing and revising the 360 Feedback Process. One day will be spent refining the assessment binder process, specifically working on the management of the binder in the teaching and learning process.

During the summer of 2013, the external lead partner will

collaborate with the administrators and teacher teams to conduct a 4-day symposium. Two days of the symposium will focus on a review of the initiatives to identify areas of strength and needs for year 3 implementation. The remaining 2 days will focus on designing an evaluation process to assess the impact of the initiatives, including: (1) A formal report design identifying specific changes each initiative has produced with respect to increasing student achievement. (2) A timeline that chronicles the implementation process of the initiatives. (3) Establishing protocol for sustaining the initiatives after the grant expires.

4. Describe the actions to be taken to identify and reward school leaders, teachers and other staff who have increased student achievement and high school graduation rates and identify and remove those who, after ample opportunities have been provided for them to improve their professional practice, have not done so. (Transformation model only)

In collaboration with an external lead partner, the Highlands staff will work 25 days over the 3 year period focusing on the following tenets of the current distributive leadership model:

I. ACCOUNTABILITY: A. Minimum one-year growth for all student groups based on the PVAAS model. B. Raise the floor by moving 5% of students from below Basic and Below Basic on the PSSA to proficient each year (grade 11 year to year comparison). C. Raise the ceiling by moving 10% of students from Proficient PSSA to Advanced (grade 11 year to year comparison). D. Growth on formative assessments increase by 10% each 9 week period (9th and 10th graders). E. Graduation rate to increase by 3% each year; (graduation is a systemic problem that must be addressed in all grades.

II. PUBLIC AND NON-MONETARY RECOGNITION AND REWARDS FOR STAFF ACKNOWLEDGING SUCCESS IN RAISING STUDENT ACHIEVEMENT AND/OR GRADUATION RATES. A. Article in district newsletter. B. Website employee spotlight. C. Special award certificate at teacher meetings. D. Monthly video of teacher shown on the community cable channel produced by HS communication class. E. Become an exemplar teacher that other teachers visit and observe your instructional techniques. F. Community-based events that highlight staff and students and emphasize the community impact.

III. CAREER REWARDS: A.Department Chair positions. B. Math/Literacy Coaching positions.

IV. PROFESSIONAL LEARNING: Learning options for staff will be developed that focus on increasing content knowledge, expanding repertoire of instructional strategies and techniques, and providing opportunities for individuals to plan and execute professional learning goals. In the differentiated supervision model, staffers are able to choose options that have a direct impact on student achievement. The district will provide a series of professional development tracks that teachers can choose from unless they are on an improvement plan.

V. Designing guidelines and establishing consequences for staff after interventions and opportunities for improvement are unsuccessful in increasing student achievement and/or graduation rates among their students.

5. Describe the actions to be taken to provide staff ongoing, high-quality, job-embedded professional development that is aligned with the school's comprehensive instructional program and designed with school staff to ensure they are equipped to facilitate effective teaching and learning and have capacity to successfully implement reform school strategies. (Transformation/Turnaround model only)

Over 3 years, our external lead partner will provide 26 days of coaching and professional learning. Coaching will focus on creating standards-aligned, project-based learning modules; providing assistance in the implementation of research-based instructional strategies utilizing assessment data; conducting a school climate audit; and restructuring faculty meetings to support professional learning and implementation of curricula.

During year 1, the lead partner will provide 12 days of coaching focusing on embedding standards-aligned, project-based learning modules in the curricula; developing research-based instructional interventions; and redesigning faculty meetings.

During year 2, the lead partner will provide 8 days of coaching focusing on revision of the project-based learning modules produced in year 1. Three days will focus on review of the research-based instructional interventions produced in year 1, including use of the data tools used to inform the design process. Two days will focus on adopting a school climate auditing process.

During year 3, the lead partner will provide 6 days of coaching focused on extending a sample of the project-based modules into authentic learning sequences, establishing an evaluation protocol for the project-based learning modules, and establishing an action plan to sustain the initiatives after the grant expires.

Whenever possible, we will utilize inservice and Act 80 days and schedule activities during the days when school is not in session. The remaining professional learning sessions will be delivered either in a coaching/mentoring model where the professional learning will be embedded into the instructional day and take place within the classroom environment, or with a selected cadre of substitute teachers.

When teachers are removed from the classroom, a cadre of district substitutes will be used. These substitutes will work with staff members to form content-area teams. This teaming process will significantly reduce the impact of the absence of the classroom teacher and provide consistency in the instruction for students. In addition, when the classroom teachers are removed from their classes, it will be for half-day sessions and a rotation format will be used so that teachers will not be removed from the same classes all the time.

Over the three year period of this initiative, 151 professional

learning days are scheduled:

(A) 57 days will be scheduled during summer months, Act 80 days, and inservice days, all times when school is not in session.
(B) 32 days will be conducted implementing the coaching/mentoring model, whereby professional learning will be conducted in classrooms while classes are in session.
(C) 62 days will be conducted implementing substitute cadre teachers working in teams with classroom teachers in a rotating schedule.

6. Describe the actions to be taken to implement such strategies as financial incentives, increased opportunities for promotion and career growth, and more flexible work conditions that are designed to recruit, place, and retain staff with skills necessary to meet the needs of the students in a transformation/turnaround model. (Transformation/Turnaround model only)

In collaboration with school leadership and staff, our external lead partner will provide 20 days of professional learning sessions over 3 years. That time will focus on 2 major items: (1) Review of the Differentiated Supervision Model for staff, plus the adoption or adaptation of a model for the school. (2) Establishment of an annual review process that (a) provides professional feedback and assessment, (b) validates accomplishments, (c) provides guidance in the establishment of professional learning goals yearly, and (d) monitors steps in a professional growth process that leads teachers from novice status to master teacher.

In the summer prior to year 1, our lead partner will spend 4 days with staff reviewing the Differentiated Supervision Model and other professional growth models, with the goal of establishing consensus on a model or a hybrid that can be used to create a flexible, professional teaching and learning environment. Once the model has been defined, an action plan that guides the implementation of the model will be completed. Then, our external lead partner will arrange for selected teaching staff to visit at least one successful high school that has developed increased opportunities for promotion and career growth. Year one comes to a close with a model professional growth program in place with rubrics based on the Differentiated Supervision Model.

During year 2, the focus of the work shifts to implementation of the professional growth program. For four days in the summer prior to year 2 school year, our external lead partner will engage administrators and staff in work that focuses on designing and constructing an annual review process that provides the mechanism to marshal staff through the learning and advancement process and includes: (1) Establishing a voluntary teacher portfolio that chronicles the individual's work, effort and achievements for the year and establishes learning and career goals for the coming year. (2) A feedback review process for staff based on the contract language, artifacts, and rubrics to support that process. (3) Establishing a protocol for the annual review process, again based on the contract language.

During year 2 proper, our external lead partner will spend 4 days working with administrators and staff on the implementation of the portfolio and rubrics that drive the Differentiated Supervision Model. Year 2 comes to a close with the formal annual review process defined in time to execute that process at the conclusion of the year.

Two days of work in the summer prior to year 3 will focus on developing a process of reflection, refinement and revision of the Differentiated Supervision Model. By year 3 proper, the Differentiated Supervision Model will be underway and ready for the second year of implementation. No intervention by the external lead partner is needed or scheduled for this phase of the project.

7. Describe the actions to be taken to use data to identify and implement an instructional program that is research-based and vertically aligned from one grade to the next as well as aligned with State academic standards. (Transformation/Turnaround model only)

The external lead partner will provide twenty days of professional learning session over three years. The focus of that work will be on accomplishing two goals: (1) Completing standards aligned curricula in all core content areas that provide links to student achievement data and engage students in standards-aligned, project-based learning modules that provide relevant and authentic learning experiences that are informed by data. (2) Developing skilled teaching staff using the EdInsight Data Decision software tools and reporting formats to use student data to inform instruction.

During year 1, the external lead partner will provide 4 days working with curriculum teams to complete the work of writing curricula and exploring standards-aligned, project-based learning modules. The emphasis on this work will be on strategically embedding project-based modules into the curricula that link student learning needs to authentic learning tasks and help create the connections between content and application of the learning.

An additional 4 days will be spent working with the grade-level and content-area data teams developing skills using the EdInsight Software currently in place in the district. These sessions will focus on how to effectively use the tools and report formats to gather, analyze and synthesize student achievement data, as well as how to use that information to focus teaching and learning and to differentiate instruction. Grade-level teams in math and reading will examine the results of the 4Sight Benchmark Assessment after each test is administered. The lowest scoring reporting categories will be identified, and the lowest scoring eligible content within these reporting categories will be examined in detail. Out of these meetings, possible re-teaching strategies will be considered and grade-level goals for the next 4Sight Assessment will be agreed upon. An action plan will be developed and the subsequent grade level goals, as well as individual assessment results, will be shared with each student.

During year 2, the external lead partner will provide 4 days of work with the curriculum teams developing and implementing standards-aligned, project-based learning modules. These modules will use student data to produce differentiated sequences for the projects and will provide the opportunity for cross curricular integration. Four additional days will be spent with the grade-level, content-area data teams, first exploring the Assessment Builder tool that is part of the EdInsight Data software, and then developing skills constructing assessments that are aligned with state and national core standards.

During year 3, the external lead partner will provide 2 days of professional learning sessions with the curriculum teams examining protocols that will extend the project-based learning modules into genuine experiential learning sequences. Two additional days will be spent with the grade level content data teams constructing common assessments to

8. Describe the actions to be taken to promote the continuous use of student data (such as from formative, interim, and summative assessments) to inform and differentiate instruction in order to meet the academic needs of individual students.
(Transformation/Turnaround model only)

Our lead partner will provide training in the use of data for differentiated instruction, beginning with 10 days in year 1 during which PSSA and PVAAS data is reviewed. Our partner will also work with staff after each 4Sight test, demonstrating grouping and differentiation strategies. The lowest scoring reporting categories will be identified along with their lowest scoring eligible content. Then, re-teaching strategies will be considered and grade-level goals for the next 4Sight test will be set. Action plans will be developed and grade-level goals will be shared with students. Study Island data and curriculum-based-assessment data will also be reviewed on a regular basis.

During year 2, training will focus on teachers creating formative assessments using the EdInsight Assessment Builder. In year 3, similar training will be provided. In each successive year, our lead partner will do less training, while staff will do more. At the end of the year 3, staff will be comfortable analyzing data without assistance.

The 11th grade math and reading PVAAS reports indicate that progress on the PSSA has been significantly below the progress of the average school in the state (3-year average school effect = -37 and -51.3, respectively). And although we made AYP in 2010, it was accomplished using safe harbor and confidence interval calculations. Clearly we have work to do to address the lack of growth and student skill deficits.

One of the first steps will be to analyze 4-Sight results in data teams to determine which concepts students are struggling with. Teachers will identify the weakest reporting categories and conduct an error analysis of their items. They will then select grade-level goals and create action plans to reach them.

In another initiative, students will set growth goals for each of the 4Sight tests. Not only will this provide students with the knowledge about their own strengths and weaknesses, it also will give them the opportunity to discuss goals with their mentor teacher and track their progress. Students who meet or exceed their goals will be recognized. Those who do not will be assigned to a study skills class in place of one of their elective classes.

There are several benefits of going through this data analysis process. First, it gives the staff an opportunity to talk with each other about current assessment data instead of making assumptions about how students are performing. Second, teachers will discuss and analyze student errors and then agree on a grade-level goal, thus helping to create a focus for instruction. Third, creating teacher action plans for reaching goals helps create a sense of community and accountability.

In sum, data teams will meet monthly to analyze assessment data and create action plans accordingly. Students will set individual growth goals for their various benchmark assessments. Teams will monitor the implementation of the plans, provide remediation and interventions, and revise plans as needed.

9. Describe the actions to be taken to establish schedules and strategies that provide increased learning time. (Transformation/Turnaround models only)

During year 1, the school will: (1) Institute an afterschool tutoring program for students in the core content areas. The program will operate three days per week for two hours per day and be staffed by five content area teachers. (2) Institute a Saturday Academy that will operate two Saturdays per month during the months of October, November, January, February, March and April. The Academy will offer students extended learning experiences in project-based format across content areas. (3) Institute a study skills course, to be offered every period of the day and focus on providing students with the skills necessary to be successful in a standards-aligned, project-based learning environment. (4) Establish a writing laboratory that will be accessible to students both before and after school for 3 hours a day. This lab will be managed by a part-time writing teacher and will provide support and instruction for students in writing, editing and presentation skills.

During year 2, the focus will shift to 3 initiatives: (1) Establishing a summer institute beginning in the summer of 2012 focusing on core content areas only and offering remediation and enrichment experiences. The Institute will be staffed by five content-area teachers. (2) Establishing web-based curriculum modules to support remediation, credit recovery, and career assessment and training software systems. The focus of this work is to produce a delivery system of extended learning opportunities that reaches beyond the classroom and traditional learning

experiences and opportunities. (3) Developing management and evaluation protocols to guide the implementation of the initiatives in this project. Quantitative data using the EdInsight Instructional Management System and qualitative tools will be adopted to establish protocols for student enrollment in the various initiatives, and evaluation protocols will be established to measure the impact of the initiatives on student achievement.

During year 3, administrators and staff will monitor the initiatives using the protocols established in year 2.

10. Describe the actions to be taken to provide ongoing mechanisms for family and community engagement. (Transformation model only)

Our goal is to deepen opportunities for family and community engagement in order to: improve school readiness, increase student achievement, prepare students for life after high school and to improve the high school graduation rate. To achieve this goal, our school will implement the National PTA's National Standards for Family-School Partnerships. During the pre-implementation period, a "Family Involvement Action Team" will be formed for the purpose of using the National Standards Implementation Guide to determine the school's performance on each indicator.

Then, during year 1, the Power of Partnerships Family Survey will be sent to each family with students enrolled in the school. This information obtained from the survey will serve as the baseline barometer. The National Standards will be introduced to the entire teaching faculty during this time, and the results of the self-assessment will be shared. The development of an action plan prepared by the Family Involvement Action Team will also occur during this first year. In addition, the school will engage in developing more community-oriented, project-based courses that will increase opportunities for parent and community engagement.

During year2, the focus of the Family Involvement Action Team will be to increase the number of opportunities for parent and community involvement and to solicit feedback on the new project-based curriculum in use in the school. The action plan developed during the first year will also be presented to parents for feedback and buy-in.

At the end of year 3, the Power of Partnerships Family Survey will be administered a second time and the results compared to the baseline survey. A "Report to the Community" using the National PTA template will also be prepared and presented during this period.

11. Describe the actions to be taken to provide appropriate social-emotional and community-oriented services and supports for students. (Turnaround model only)

NA.

12. Describe the actions to be taken to provide the school sufficient operational flexibility to implement fully a comprehensive approach to substantially improving student achievement outcomes and increase high school graduation rates. (Transformation model only)

During year 1 of the grant, five initiatives will be undertaken:

(1) Highlands staff will work 10 days with its external lead partner, OnHand Schools (OHS) and Duquesne University Instructional Technology Division to establish the technology support for project-based learning and individual on-line learning environments. The integrated information management system (IMS) and learning management system (LMS) software will function as the platform for this student-focused project design and delivery. OHS will provide the integrated environment. The Highlands staff will continue and expand the current work of building project-based learning curriculum modules and begin the work of adjusting the curriculum base to include student-specific resource and assessment extensions based on the state's SAS framework into the individual student on-line environments.

(2) Highlands will work with OHS and Duquesne University to provide professional development for Highland's expert panel around the integrated IMS and LMS technology. The panel experts will learn the IMS and LMS functionality and create rubrics for measuring student portfolios. They will serve as both trainers of Highland's staff and judges of the students' work products.

(3) Highlands will hire a full-time staff member to serve as the project manager for the individualized student on-line learning environment, manage the new devices lab, and work with the Highlands staff to design, and plan for the new on-line learning environments and ensure that curricula support student-focused, project-based learning.

(4) Highlands will implement a dropout prevent program.

(5) Highlands will hire temporary administrative staff for the three-year grant period to assist in the full implementation of the elements of the grant proposal.

During year 2, the focus shifts to full implementation of the on-line student learning environments and implementation of the dropout program. Work will include collaborating with OHS and Duquesne University to design individualized curriculum learning modules and collaboration with a consultant from the What Works Clearinghouse to undertake the dropout prevention program.

During year 3, Highlands will continue work on building additional curriculum module extensions emphasizing student-specific resources and assessments for individualized on-line learning. Work will also continue with the dropout program.

13. Describe the actions to be taken to ensure that the school received ongoing, intensive technical assistance and related support from the LEA, the SEA, or a designated external lead partner organization (such as a turnaround organization or and EMO). (Transformation model only)	Our primary external lead partner, OnHand Schools, Inc., has a rich background in providing technical assistance to Pennsylvania schools. Its experience includes: (1) Pioneering standards-based instruction and monitoring assessments in large urban schools. (2) Leading schools through a standards-based instructional program that removed a 22-year federal court desegregation order. (3) leading several urban school districts through empowerment reform efforts that restructured and revitalized teaching and learning. (4) Designing and managing turnaround projects in several school districts and establishing standards-aligned curricula and instruction sustained through systemic restructuring. The OHS staff/consultants are also familiar with the state's Standards Aligned System. They have worked with many of the state's Distinguished Educators, and several of them were doing pioneer work involving standard-based instruction and assessments more than 20 years ago. They recognize the need to increase rigor in the classroom and to engage students by focusing on real-world, project-based learning. Furthermore, their EdInsight Instructional Management System, which is now in more than 100 school districts in Pennsylvania, will be a critically important tool enabling our staff to easily and quickly access data, align our curriculum system to the data, and develop our own formative assessment system. We will obtain technical assistance from other organizations as well. The Allegheny Intermediate Unit, for example, provides technical assistance and training in areas such as the Standards Aligned System, co-teaching strategies, and positive behavior support. In addition, we will seek specialized assistance in instructional technology from Duquesne University, drop out prevention from a What Works Clearinghouse provider, and family-community engagement from the local and national PTA.
14. Describe the actions to be taken to adopt a new governance structure. (Turnaround model only)	NA.
15. Describe the actions to be taken to implement a review process for choosing a Charter Management Organization (CMO) or Education Management Organization (EMO). (Restart model only)	NA.
16. Identify the CMO or EMO or the pool of potential providers. (Restart model only)	NA.
17. Describe the actions to be taken to ensure that the original grade configuration has been retained or the plan for those students who will be moved. (Restart model only)	NA.

18. Describe the implementation plan to assure a smooth "restart" for the 11-12 school year. (Restart model only)	NA.
19. Describe the plan to enroll students in a new higher-performing school(s) or LEA(s). (Closure model only)	NA.
20. Describe the implementation plan to ensure that a smooth school closure occurs by the beginning of the 11-12 school year. (Closure model only)	NA.
21. Explain in detail the use of SIG funds for the 2011-12 school year.	$37,603 will be spent on computer hardware, peripherals, and software associated with establishing a writing lab and for a virtual Mooodle server platform. $20,000 will be spent on contracted services for a What Works Clearinghouse consultant to assist in the establishment of a dropout-prevention program. $18,000 will be spent on materials and supplies for the after-school tutoring program, the Saturday Academy, the study skills course, the Summer Institute, the writing lab, and parent-community efforts. $159,500 will be spent on professional development for training in the following areas: (1) 16 days of professional coaching sessions for Grant Section E2 ($32,000). (2) 10 days of training for Grant Section E3 ($20,000). (3) 12 days of professional learning sessions for Grant Section E4 ($24,000). (4) 10 days of professional learning sessions for Grant Section E5 ($20,000). (5) 8 days of professional learning sessions for Grant Section E6 ($16,000). (6) 10 days of training for Grant Section E7 ($20,000). (7) Duquesne University technology support in new instructional management system and learning management system ($7,500). (8) OnHand Schools training in hybrid curriculum design and implementation ($20,000). $4,000 will be spent on a Career Link Keys2Work site license. $32,000 will be spent on staff salaries and benefits associated with the professional development detailed above. $25,490 will be spent on staff salaries and benefits associated with providing after-school tutoring. $4,250 will be spent on staff salaries and benefits associated with instituting the Saturday Academy. $50,000 will be spent on staff salaries and benefits associated with instituting the study skills course.

$5,665 will be spent on staff salaries and benefits associated with instituting the Summer Institute.

$22,500 will be spent on staff salaries and benefits associated with instituting a writing lab.

$10,000 will be spent on staff salaries and benefits associated with the work of the Family Involvement Team.

$50,000 will be spent on staff salaries and benefits associated with staffing the Device Lab.

$43,750 will be spent on staff salaries and benefits associated with work done by a part-time administrative coordinator to assist with SIG implementation, including work on family-community engagement activities.