Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

**STATE OF MICHIGAN**
**DEPARTMENT OF MANAGEMENT AND BUDGET**
**ACQUISITION SERVICES**
**P.O. BOX 30026, LANSING, MI 48909**
**OR**
**530 W. ALLEGAN, LANSING, MI 48933**

**February 15, 2006**

# CHANGE NOTICE NO. 1
# TO
# CONTRACT NO. 071B3001243
# between
# THE STATE OF MICHIGAN
# and

| NAME & ADDRESS OF VENDOR | TELEPHONE (269) 385-1581<br>**Deb DeWeerd** |
|---|---|
| **Kalamazoo Regional Educational Service Agency**<br>**1819 East Milham Avenue**<br>**Portage, MI 49002** | VENDOR NUMBER/MAIL CODE |
| | BUYER (517) 335-4804<br>**Douglas Collier**<br>**collierd1@michigan.gov** |
| Contract Administrator Mark Coscarella (517)-335-2797, coscarellam@michigan.gov<br>**Regional Literacy Training Center Professional Development - Dept. of Education** | |
| CONTRACT PERIOD: From: **April 1, 2003** | To: **September 30, 2009** |
| TERMS<br>**N/A** | SHIPMENT<br>**N/A** |
| F.O.B.<br>**N/A** | SHIPPED FROM<br>**N/A** |
| MINIMUM DELIVERY REQUIREMENTS<br>**N/A** | |

**NATURE OF CHANGE(S):**

**Effective February 10, 2006 this contract is hereby EXTENDED for three (3) years through September 30, 2009. Additionally the value of this contract is hereby INCREASED by $750,000.00.**

**Also the buyer has been CHANGED to Douglas Collier.**

**The State Contract Administrator has been CHANGED to Mark Coscarella**
**(517)-335-2797**
**coscarellam@michigan.gov**

**AUTHORITY/REASON(S):**

**Per DMB/Acquistion Services Approval.**

**INCREASE: $750,000.00**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: $1,500,000.00**

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

**STATE OF MICHIGAN**
**DEPARTMENT OF MANAGEMENT AND BUDGET**
**ACQUISITION SERVICES**
**P.O. BOX 30026, LANSING, MI 48909**
**OR**
**530 W. ALLEGAN, LANSING, MI 48933**

**April 24, 2003**

# NOTICE
# TO
# CONTRACT NO. 071B3001243
# between
# THE STATE OF MICHIGAN
# and

| | |
|---|---|
| NAME & ADDRESS OF VENDOR<br><br>**Kalamazoo Regional Educational Service Agency**<br>**1819 East Milham Avenue**<br>**Portage, MI 49002** | TELEPHONE (269) 385-1581<br>**Deb DeWeerd**<br>VENDOR NUMBER/MAIL CODE<br><br>BUYER (517) 373-8139<br>**Claudia Allen** |
| Contract Administrator Faith Stevens<br>**Regional Literacy Training Center Professional Development - Dept. of Education** | |
| CONTRACT PERIOD: From: **April 1, 2003** | To: **September 30, 2006** |
| TERMS<br>**N/A** | SHIPMENT<br>**N/A** |
| F.O.B.<br>**N/A** | SHIPPED FROM<br>**N/A** |
| MINIMUM DELIVERY REQUIREMENTS<br>**N/A** | |

**The terms and conditions of this Contract are those of REQ #313R3000413, this Contract Agreement and the vendor's quote dated February 13, 2003. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.**

**Estimated Contract Value: $ 750,000.00**

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

**STATE OF MICHIGAN**
**DEPARTMENT OF MANAGEMENT AND BUDGET**
**ACQUISITION SERVICES**
**P.O. BOX 30026, LANSING, MI 48909**
**OR**
**530 W. ALLEGAN, LANSING, MI 48933**

# CONTRACT NO. 071B3001243
**between**
# THE STATE OF MICHIGAN
**and**

| NAME & ADDRESS OF VENDOR | TELEPHONE (269) 385-1581<br>**Deb DeWeerd** |
|---|---|
| **Kalamazoo Regional Educational Service Agency**<br>**1819 East Milham Avenue**<br>**Portage, MI 49002** | VENDOR NUMBER/MAIL CODE |
| | BUYER (517) 373-8139<br>**Claudia Allen** |

Contract Administrator Faith Stevens
**Regional Literacy Training Center Professional Development - Dept. of Education**

CONTRACT PERIOD: From: **April 1, 2003** To: **September 30, 2006**

| TERMS | SHIPMENT |
|---|---|
| **N/A** | **N/A** |
| F.O.B. | SHIPPED FROM |
| **N/A** | **N/A** |

MINIMUM DELIVERY REQUIREMENTS
**N/A**

MISCELLANEOUS INFORMATION:
**The terms and conditions of this Contract are those of REQ #313R3000413, this Contract Agreement and the vendor's quote dated February 13, 2003. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.**

**Estimated Contract Value: $ 750,000.00**

**THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the REQ No. 313R3000413. Orders for delivery of equipment will be issued directly by the Department of Education through the issuance of a Purchase Order Form.**

**All terms and conditions of the invitation to bid are made a part hereof.**

| **FOR THE VENDOR:** | **FOR THE STATE:** |
|---|---|
| **Kalamazoo Regional Educational Service Agency**<br>Firm Name | Signature |
| Authorized Agent Signature | **Jim Konrad, Division Director**<br>Name |
| Authorized Agent (Print or Type) | **Tactical Purchasing, Acquisition Services**<br>Title |
| Date | Date |

**MICHIGAN DEPARTMENT OF EDUCATION**

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# SECTION I
# CONTRACTUAL SERVICES TERMS AND CONDITIONS

## I-A PURPOSE

The purpose of this contract is for the Regional Literacy Training Center (RLTC) to provide professional development in literacy. The RLTC will train teachers in the region on the five essential components of reading. The goal is to revise the Michigan Literacy Progress Profile to comply with federal requirements of Reading First in the No Child Left Behind Act.

The total value of the federally funded contract is $250,000 per fiscal year with a maximum of $750,000 for the contract period.

## I-B CONTRACT TERM

The term of this Contract will be for April 1, 2003 through September 30, 2006.

## I-C ISSUING OFFICE

This contract is issued by the State of Michigan, Department of Management and Budget (DMB), Acquisition Services, hereafter known as Acquisition Services, for the State of Michigan, **Department of Education.** Where actions are a combination of those of Acquisition Services and **the Department of Education,** the authority will be known as the State.

**Acquisition Services is the sole point of contact in the State with regard to all procurement and contractual matters relating to the services described herein.** Acquisition Services is the only office authorized to change, modify, amend, alter, clarify, etc., the prices, specifications, terms, and conditions of this Request For Proposal and any Contract(s) awarded as a result of this Request. Acquisition Services will remain the SOLE POINT OF CONTACT throughout the procurement process, until such time as the Director of Acquisition Services shall direct otherwise in writing. All communications concerning this procurement must be addressed to:

**Claudia Allen, Buyer Specialist**
DMB, Acquisition Services
2nd Floor, Mason Building
P.O. Box 30026
Lansing, MI 48909
(517) 373-8139, email: allenc@michigan.gov

## I-D CONTRACT ADMINISTRATOR

Upon receipt at Acquisition Services of the properly executed Contract Agreement, it is anticipated that the Director of Acquisition Services will direct that the person named below or any other person so designated be authorized to administer the Contract on a day-to-day basis during the term of the Contract. However, administration of any Contract resulting from this Request implies no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions, and specifications of such Contract. That authority is retained by Acquisition Services. The Contract Administrator for this project is:

**Faith Stevens, Reading First Consultant**
**Michigan Department of Education**
**P.O. Box 30008**
**Lansing, MI 48909**
**(517) 241-2479**
**email: stevensf@michigan.gov**

## I-E COST LIABILITY

The State of Michigan assumes no responsibility or liability for costs incurred by the Contractor prior to the signing of this Contract.

## I-F CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume responsibility for all contractual activities offered in this contract whether or not that Contractor performs them. Further, the State will consider the Prime Contractor to be the sole point of contact with regard to contractual matters, including but not limited to payment of any and all costs resulting from the Contract. If any part of the work is to be subcontracted, the contractor must notify the state and identify the subcontractor(s), including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational abilities. The State reserves the right to approve subcontractors for this project and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract.

## I-G NEWS RELEASES

News releases pertaining to this document or the services, study, data, or project to which it relates will not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the program are to be released without prior approval of the State and then only to persons designated.

## I-H DISCLOSURE

All information in this Contract is subject to the provisions of the Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, *et seq*.

## I-I ACCOUNTING RECORDS

The Contractor will be required to maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three (3) years from the expiration date and final payment on the Contract or extension thereof.

## I-J INDEMNIFICATION

A. General Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.

2. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;

3. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;

4. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;

5. any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

B. Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

C. Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in subclauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other subclause.

D. Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect not withstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

## I-K NON INFRINGEMENT/COMPLIANCE WITH LAWS

The Contractor warrants that in performing the services called for by this Contract it will not violate any applicable law, rule, or regulation, any contracts with third parties, or any intellectual rights of any third party, including but not limited to, any United States patent, trademark, copyright, or trade secret.

## I-L CONFIDENTIALITY OF DATA AND INFORMATION

1. All financial, statistical, personnel, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this section.

2. The Contractor shall not be required under the provisions of this section to keep confidential, (1) information generally available to the public, (2) information released by the State generally, or to the Contractor without restriction, (3) information independently developed or acquired by the Contractor or its personnel without reliance in any way on otherwise protected information of the State. Notwithstanding the foregoing restrictions, the Contractor and its personnel may use and disclose any information which it is otherwise required by law to disclose, but in each case only after the State has been so notified, and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

## I-M REMEDIES FOR BREACH OF CONFIDENTIALITY

The Contractor acknowledges that a breach of its confidentiality obligations as set forth in section I-Q of this Contract shall be considered a material breach of the Contract. Furthermore the Contractor acknowledges that in the event of such a breach the State shall be irreparably harmed. Accordingly, if a court should find that the Contractor has breached or attempted to breach any such obligations, the Contractor will not oppose the entry of an appropriate order restraining it from any further breaches or attempted or threatened breaches. This remedy shall be in addition to and not in limitation of any other remedy or damages provided by law.

## I-N CONTRACTOR'S LIABILITY INSURANCE

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract. The Contractor also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

All insurance coverages provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The Insurance shall be written for not less than any minimum coverage herein specified or required by law, whichever is greater. All deductible amounts for any of the required policies are subject to approval by the State.

The State reserves the right to reject insurance written by an insurer the State deems unacceptable.

BEFORE THE CONTRACT IS SIGNED BY BOTH PARTIES OR BEFORE THE PURCHASE ORDER IS ISSUED BY THE STATE, THE CONTRACTOR MUST FURNISH TO THE DIRECTOR OF Acquisition Services, CERTIFICATE(S) OF INSURANCE VERIFYING INSURANCE COVERAGE. THE CERTIFICATE MUST BE ON THE STANDARD "ACCORD" FORM. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All such Certificate(s) are to be prepared and submitted by the Insurance Provider and not by the Contractor. All such Certificate(s) shall contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Acquisition Services, Department of Management and Budget. Such NOTICE must include the CONTRACT NUMBER affected and be mailed to: Director, Acquisition Services, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909.

The Contractor is required to provide the type and amount of insurance checked (☑) below:

☑ 1. Commercial General Liability with the following minimum coverages:

$2,000,000 General Aggregate Limit other than Products/Completed Operations
$2,000,000 Products/Completed Operations Aggregate Limit
$1,000,000 Personal & Advertising Injury Limit
$1,000,000 Each Occurrence Limit
$500,000 Fire Damage Limit (any one fire)

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability policy.

☑ 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability policy.

☑ 3. Worker's disability compensation, disability benefit or other similar employee benefit act with minimum statutory limits. NOTE: (1) If coverage is provided by a State fund or if Contractor has qualified as a self-insurer, separate certification must be furnished that coverage is in the state fund or that Contractor has approval to be a self-insurer; (2) Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable; and (3) Any policy of insurance must contain a provision or endorsement providing that the insurers' rights of subrogation are waived. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

☐ 4. For contracts providing temporary staff personnel to the State, the Contractor shall provide an Alternate Employer Endorsement with minimum coverage of $1,000,000.

☑ 5. Employers liability insurance with the following minimum limits:

$100,000 each accident
$100,000 each employee by disease
$500,000 aggregate disease

☐ 6. Professional Liability Insurance (Errors and Omissions coverage) with the following minimum coverage: *(to be used if contracting for insurance agents, accountants, lawyers, architects, engineers and surveyors.)*

- ☐ $1,000,000 each occurrence and $3,000,000 annual aggregate
- ☐ $3,000,000 each occurrence and $5,000,000 annual aggregate
- ☐ $5,000,000 each occurrence and $10,000,000 annual aggregate

☐ 7. Medical Professional Liability, minimum coverage *(Medical Professional Liability Insurance is required anytime the State contracts with a medical professional. If a single practitioner will be providing services on site at an agency facility, CGL is NOT required.)*

- ☐ $100,000 each occurrence and $300,000 annual aggregate *(for single practitioner)*
- ☐ $200,000 each occurrence and $600,000 annual aggregate *(for single practitioner)*
- ☐ $1,000,000 each occurrence and $5,000,000 annual aggregate *(for group practice)*

## I-O NOTICE AND RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

## I-P CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess reprocurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this Contract for it convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.

3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.

4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.

5. Approvals Rescinded. In the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Article 11, Section 5 of the Michigan Constitution of 1963, and Chapter 7 of the Civil Service Rules. Notwithstanding any other provision of this Contract to the contrary, the State Personnel Director is authorized to disapprove contractual disbursements for personal services if the Director determines that the Contract of the disbursements under the Contract violate Article 11, Section 5 of the Constitution or violate applicable Civil Service rules or regulations. Cancellation may be in whole or in part and may be immediate as of the date of the written notice to the Contractor or may be effective as of the date stated in such written notice.

## I-Q RIGHTS AND OBLIGATIONS UPON CANCELLATION

1. If the Contract is canceled by the State for any reason, the Contractor shall, (a) stop all work as specified in the notice of cancellation, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Work Product or other property derived or resulting from the Contract that may be in the Contractor's possession, (c) return all materials and property provided directly or indirectly to the Contractor by any entity, agent or employee of the State, (d) transfer title and deliver to the State, unless otherwise directed by the Contract Administrator or his or her designee, all Work Product resulting from the Contract, and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or cancellation settlement costs, to the maximum practical extent, including, but not limited to, canceling or limiting as otherwise applicable, those subcontracts, and outstanding orders for material and supplies resulting from the canceled Contract.

2. In the event the State cancels this Contract prior to its expiration for its own convenience, the State shall pay the Contractor for all charges due for services provided prior to the date of cancellation and if applicable as a separate item of payment pursuant to the Contract, for partially completed Work Product, on a percentage of completion basis. In the event of a cancellation for cause, or any other reason under the Contract, the State will pay, if applicable, as a separate item of payment pursuant to the Contract, for all partially completed Work Products, to the extent that the State requires the Contractor to submit to the State any such deliverables, and for all charges due under the Contract for any cancelled services provided by the Contractor prior to the cancellation date. All completed or partially completed Work Product prepared by the Contractor pursuant to this Contract shall, at the option of the State, become the State's property, and the Contractor shall be entitled to receive just and fair compensation for such Work Product. Regardless of the basis for the cancellation, the State shall not be obligated to pay, or otherwise compensate, the Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

3. If any such cancellation by the State is for cause, the State shall have the right to set-off against any amounts due the Contractor, the amount of any damages for which the Contractor is liable to the State under this Contract or pursuant to law and equity.

4. Upon a good faith cancellation, the State shall have the right to assume, at its option, any and all subcontracts and agreements for services and materials provided under this Contract, and may further pursue completion of the Work Product under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

## I-R EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.

2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable thereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

## I-S ASSIGNMENT

The Contractor shall not have the right to assign this Contract or to assign or delegate any of its duties or obligations under this Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the Director of Acquisition Services.

## I-T DELEGATION

The Contractor shall not delegate any duties or obligations under this Contract to a subcontractor other than a subcontractor named in the bid unless the Director of Acquisition Services has given written consent to the delegation.

## I-U NON-DISCRIMINATION CLAUSE

In the performance of any Contract or purchase order resulting herefrom, the bidder agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The bidder further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2101, *et seq*, and the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, *et seq*, and any breach thereof may be regarded as a material breach of the Contract or purchase order.

## I-V WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT

In performing services for the State pursuant to this Contract, the Contractor shall comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service Regulations governing workplace safety and discriminatory harassment and any applicable state agency rules on these matters that the agency provides to the Contractor. Department of Civil Service Rules and Regulations can be found on the Department of Civil Service website at www.state.mi.us/mdcs/Regindx.

## I-W ELECTRONIC FUNDS TRANSFER

Electronic transfer of funds is available to State contractors. Vendors are encouraged to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at www.cpexpress.state.mi.us.

# SECTION II

# WORK STATEMENT

## II-A BACKGROUND/PROBLEM STATEMENT

Regional Literacy Training Centers are geographically dispersed throughout Michigan to provide statewide professional development in literacy. The RLTC's will carry forth the goals Reading First. The RLTC's will train teachers in the region on the five essential components of reading. The goal is to revise the Michigan Literacy Progress Profile to comply with Federal requirements of Reading First in the No Child Left Behind Act. The eight RLTC's will train over 12,000 teachers, consisting of all K-3 teachers and K-12 classroom special education teachers.

## II-B OBJECTIVES

The objectives are included in Apprendix A attached.

## II-C TASKS

See Appendix B attached.

## II-D PROJECT CONTROL AND REPORTS

l. Project Control

a. The Contractor will carry out this project under the direction and control of the ***Michigan Department of Education.***

b. Although there will be continuous liaison with the Contractor team, the client agency's project director will meet with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems which arise.

c. The Contractor will submit brief written summaries of progress which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, which should be brought to the attention of the client agency's project director; and notification of any significant deviation from previously agreed-upon work plans. A copy of this report will be forwarded to the named buyer in Acquisition Services.

d. Within five (5) working days of the award of the Contract, the Contractor will submit to the ***Michigan Department of Education*** project director for final approval a work plan. This final implementation plan must be in agreement with section IV-C subsection 2 as proposed by the bidder and accepted by the State for Contract, and must include the following:

(l) The Contractor's project organizational structure.

(2) The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.

(3) The project breakdown showing sub-projects, activities and tasks, and resources required and allocated to each.

(4) The time-phased plan in the form of a graphic display, showing each event, task, and decision point in your work plan.

2. Reports

This portion of the RFP should be specific as to the content, frequency, and number of copies of each report required. If the project has included the development of a computerized system, documentation requirements as provided for in current DMB standards must be followed (as regards computerized systems only).

## II-E PRICE PROPOSAL

All prices/rates will be firm for the duration of the Contract. No price changes will be permitted. Pricing is in accordance with information presented on the budget page in appendix B.

## II-F CONTRACT PAYMENT

All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Acquisition Services, Department of Management & Budget. This activity will occur only upon the specific written direction from Acquisition Services.

## II-G ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This contract constitutes the complete and exclusive agreement between the parties. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the Contractor, those of the State take precedence. The contract supercedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

## II-H NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of the Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of the Contract.

## II-I REVISIONS, CONSENTS, AND APPROVALS

The Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

## II-J SEVERABILITY

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

## II-K SURVIVOR

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of the Contract for any reason.

## II-L GOVERNING LAW

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

## II-M RELATIONSHIP OF THE PARTIES (INDEPENDENT CONTRACTOR)

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

## II-N PERFORMANCE REVIEWS

Acquisition Services in conjunction with the *Michigan Department of Education* may review with the Contractor their performance under the Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of the Contract.

Upon a finding of poor performance, which has been documented by Acquisition Services, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Acquisition Services, the Contract may be canceled for default. Delivery by the Contractor of unsafe and/or adulterated or off-condition products to any State agency is considered a material breach of Contract subject to the cancellation provisions contained herein.

## II-O SAFETY AND ACCIDENT PREVENTION

In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation by the Contractor of such safety requirements, rules, laws or regulations shall be a material breach of the Contract subject to the cancellation provisions contained herein.

## II-P TAXES

A. Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

B. Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.

C. Contractors are expected to collect and pay all applicable federal, state, and local employment taxes for all persons involved in the resulting Contract. Also, bidders shall maintain appropriate payroll information on a system that can produce any reports that may be needed by Acquisition Services.

## II-Q PRICE ADJUSTMENTS

Prices quoted are firm for the entire length of the Contract.

## II-R ADDITIONAL PRODUCTS/SERVICES

The State reserves the right to add an item(s) that is not described on the item listing and is available from the Contract vendor. The item(s) may be included on the Contract, only if prior written approval has been granted by Acquisition Services.

## II-S CONTRACT DISTRIBUTION

Acquisition Services shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Acquisition Services.

## II-T MODIFICATION OF CONTRACT

Acquisition Services reserves the right to modify this contract at any time during the contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.

## II-U UNFAIR LABOR PRACTICES

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to Section 2 of the Act. A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

**APPENDIX A**

**Reading First for RLTCs**
**Literacy in 3D:**
**"Data Driven Decision Making for Differentiated Instruction"**

***"A Reading First Plan for the Eight***

***Regional Literacy Centers of Michigan"***

## January 2003 MDE Negotiated Reading First Grant

Submitted by the eight (8) RLTCs:

*1. Marquette-Alger RESA (Upper Peninsula RLTC)*

*2. Ingham ISD*

*3. Kalamazoo RESA (West Michigan RLTC)*

*4. Charlevoix-Emmet ISD*

*5. Macomb Intermediate School District*

*6. Oakland ISD*

*7. Saginaw ISD (Mid-Michigan RLTC)*

*8. Wayne RESA*

## I. INTRODUCTION & BACKGROUND

Since 1998 Michigan has had eight (8) Regional Literacy Training Centers (RLTC) training teachers in accordance with the Reading Plan for Michigan that included a 35 hour training in the Michigan Literacy Progress Profile (MLPP). The MLPP was designed as an assessment instrument to inform instruction. The MLPP training includes assessments and instructional strategies in eleven reading behaviors which include: oral language, writing, comprehension, oral reading fluency, literacy attitudes, phonemic awareness, letter/sound awareness, hearing and recording sounds, sight/decodable word lists, known words, and concepts of print. The common goal of the RLTCs across the state is to ensure that all teachers have the knowledge and instructional skills, strategies, and tools to provide sound literacy instruction.

In the last four to five years, approximately 15,000 teachers have been trained through these regional training centers. A comprehensive listing of all trainers and teachers trained has been compiled and used for evaluation purposes. Many of the training initiatives were supported with local district professional development monies, Goals 2000 funds, and State Aid (Section 32f) funding. Michigan teachers have received through these efforts a solid foundation in the teaching of reading and comprehensive literacy. As Michigan moves into the ESEA re-authorization and has obtained funding in the “Reading First” federal initiative, the eight regional literacy centers are again an integral part of the overall structure to ensure that all Michigan K-3 elementary teachers and K-12 special education teachers are provided additional training and professional development.

This RLTC consortium grant narrative and application are designed to assist the eight RLTCs with funding and support to train these teachers across the state in the federal requirements of Reading First. This narrative has outlined common goals, objectives, and

outcomes for the RLTCs that align with the state requirements for Reading First. Attached to this grant proposal are eight RLTC budgets for $250,000 each. The goals and objectives of this proposal have been developed so that there is a central purpose and focus of RLTCs to ensure equity of training opportunities and ultimately an improved achievement in literacy, across the state.

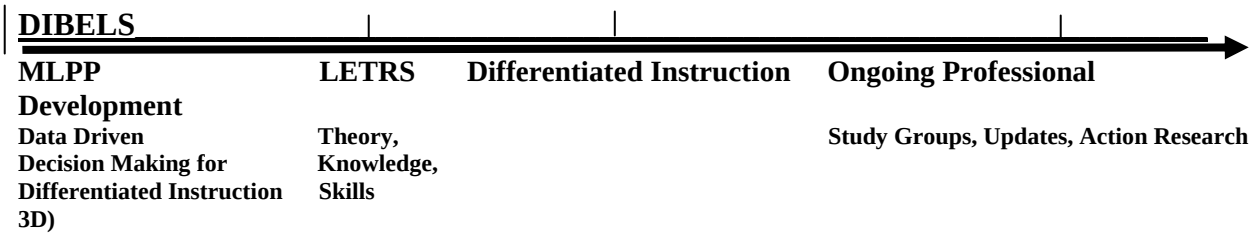
## II. GOALS, OBJECTIVES, ACTIVITIES & OUTCOMES

**The purpose of the RLTCs** is to support literacy through professional development, resources, technical assistance, community awareness and national, state, and local initiatives. **The broad project goal of the RLTCs** is to provide teacher training opportunities and literacy resources to all Pre-K through 3rd grade teachers and K-12 special education teachers in order to promote scientifically based research & best practices, data driven decision making and differentiated instruction so that all children will read at grade level by the end of third grade.

**The RLTCs' focus** will be on training all K-3 teachers and K-12 special education teachers so that classroom instruction is directly impacted to embed the essential components of reading instruction into all elements of the primary mainstream classrooms. The professional development and/or training provided by the RLTCs will focus on the five essential components of reading instruction: phonemic awareness, explicit phonics, vocabulary instruction, oral reading fluency and comprehension instruction.

**The outcome of the RLTCs** is to have Michigan teachers who will understand how to use assessment to inform reading instruction, and how to use the assessment data to plan reading instruction or interventions for ALL children, including English language learners, struggling readers, children with disabilities, and children from all racial and ethnic populations.

**Continuum of Services for Literacy in 3D**




RLTCs will provide a continuum of services for constituent districts. These services will be determined by the teacher self-assessment instrument that will delineate a teacher's needs and professional development priorities in the area of literacy and knowledge of reading skills. The teacher self-assessment instrument will inform instruction or professional development for teachers in the same way that teachers use student data to inform instruction.

RLTCs will also provide a continuum of services in order to address teacher attrition so that as new teachers are hired, they will implement the statewide literacy initiatives. Services may also include administrative support and leadership in the area of literacy development.

**APPENDIX B**

# Part II Action Plan Format:

Goals and objectives in this action plan are common for all eight RLTC's.

| Goals, Objectives, & Activities | Target Audience | Timeline | Outcome | Responsibility |
|---|---|---|---|---|
| **GOAL #1**: All teachers across the State of Michigan will be trained in literacy strategies aligned with "Reading First" incorporating MLPP assessments & strategies. | All K-3 Teachers And K-12 Special Education Teachers | 2003-06 | All students will be reading at grade level by end of third grade. | RLTC Directors & Trainers |
| ***Objective #1:*** Provide trainers in all RLTCs with training updates aligned with Reading First. | RLTC Trainers | 2003-06 | All RLTCs will have a sufficient number of trainers to train all K-3 teachers throughout the Grant period and beyond. | MDE |
| ***Activity #1***: RLTCs receive initial training through MDE in LETRS & DIBELS. | 3 Trainers per RLTC & Univ. Reading Instructors | 2002-03 | RLTCs will have a minimum of 3 trainers and a regional university instructor trained. | RLTCs & MDE |
| ***Activity #2***: RLTCs will develop trainer of trainers sessions on LETRS, DIBELS, MLPP, group Facilitation, and other literacy strategies based on scientific reading research. | Current active RLTC Trainers & other qualified trainers as needed per region. | 2003-06 | RLTCs will conduct trainer of trainer sessions for all regional trainers and review participant feedback to verify trainer effectiveness. | RLTC Directors & MDE Trained Trainers |
| ***Activity #4***: RLTCs will Administer Teacher Self Assessment instruments in cooperation with the outside evaluators. | All Michigan K-3 Teachers & K-12 Special Education Teachers | 2003-06 | RLTCs will compile the Teacher Assessment data and define the differentiated training activities needed. | Outside Evaluators & RLTC Directors |
| ***Activity #5***: Six months following training, teachers will complete the self assessment instrument to verify implementation. | RLTC Trainers | 2003-06 | RLTCs will train all K-3 teachers as determined by the Teacher Self Assessment data. | RLTC Directors & Regional Trainers |
| **G0AL #2**: RLTCs will provide a continuum of services during the grant period and beyond in the area of literacy development. | All Michigan K-3 Teachers and K-12 Special Education Teachers | 2003-06+ | RLTCs will be the vehicle of reading instruction and professional Development across the state of Michigan. | RLTC Directors & Regional Trainers |
| ***Objective#2***: To develop a plan for RLTC 's that will sustain an effective continuum of services in the area of literacy development, | Michigan RLTCs and Respective ISD/RESA | 2003-06+ | RLTCs will have the funding and support necessary to sustain this initiative. | MDE, RLTC Directors & Regional Trainers |
| ***Activity #2***.1: RLTC directors continue meeting to collaborate and cooperate on statewide planning. | Michigan RLTCs and Respective ISD/RESA. | 2003-06+ | RLTCs will continue to work together to obtain funding and resources to maintain literacy activities. The directors will develop and implement a collective, collaborative and comprehensive plan for addressing the reading and literacy needs of all teachers. | MDE & RLTC Directors |

## III. EVALUATION PLAN

An evaluation chart delineating the specific evaluation activities can be found in the last section of this narrative referenced as "Appendices for Supporting Documents." This chart is derived from the work of Dr. James Sanders at Western Michigan University's Evaluation Center. It clearly outlines the evaluation process, key evaluation questions, data collection, evaluation tools and analysis required by this grant source.

This chart indicates that evaluation is considered a key component from the beginning and will not be done in isolation as a final summative report to MDE without on-going information gathering for project improvement and impact on teacher participants and student achievement. This evaluation plan encompasses both process and impact evaluation. The process of training teachers in Reading First activities and literacy initiatives statewide will be continuously evaluated and program adjustments will be conducted as data indicates. Impact evaluation to measure any significant changes in teacher instruction and assessment practices will also be conducted to identify if the trainings and professional development have impacted literacy achievement in students.

### 1. Evaluation Plan:

**a). Data Base:** Regional Literacy Training Centers will keep databases regionally and statewide. These databases will reflect the trainings conducted in each RLTC, the RLTC trainers and the teachers trained. It will be the responsibility of each RLTC to create and maintain regional databases that can be merged with statewide data. These databases will be created and maintained for reporting to MDE and evaluative data will address the RLTCs' strategic training plan in alignment with the Reading First requirements and literacy initiatives.

**b). Random Samples:** The outside evaluator will be responsible for developing and coordinating evaluation instruments in cooperation and collaboration with the RLTC directors. At least 10%-20% of the teachers trained statewide will be interviewed or surveyed. The Michigan Department of Education will use the evaluation data in an appropriate timeframe for reporting results at a state and federal level.

**c). Reporting Training Outcomes:** The outside evaluator will work with the RLTC directors to design common evaluation instruments and a data collection process to assess the impact of the RLTCs' activities on teacher participants and student achievement. This data will be housed at RLTCs and statewide. Data will be collected, analyzed and reported and will document any teacher instructional changes as a result of the RLTC trainings and literacy initiatives. Evaluative information was gathered through MLPP and may be used as baseline data if deemed appropriate for determining any significant formative or summative evaluation conclusions.

**d). Teacher Feedback:** Teacher feedback will be collected through surveys, individual interviews, and/or focus groups. This feedback will be used in the formative evaluation to determine if instructional changes in the classroom as a result of RLTC training activities. This data will also indicate the need for any follow-up support or professional development to ensure sustainability and success. Student data will also be reviewed as to whether the use of Reading First programs has allowed for proper assessment, diagnostics, and intervention strategies so that the number of students failing or falling below grade level at grade 3 in reading has decreased significantly.

**2. Teacher Self Assessment Plan:**

**a). Professional Development Plans:** teacher participants will do a self-assessment of their knowledge, skills and support needs through the teacher self-assessment instrument and data collection described previously. The compiled results will assist in the formative

evaluation. Individually, teachers will be asked to develop a professional growth plan based on their previous training experiences, their classroom instructional strategies/experiences, and student reading success.

**b). Follow-up Sessions and Support:** The above data will be used to further refine and develop all follow-up activities and professional development opportunities for trained participants. In order to provide the continuous and sustained professional development as described in the RLTC and Michigan Plan for Reading which is also aligned with the latest Reading First research, the Regional Literacy Training Centers will provide the on-going support over a significant time period to ensure success for all students in the areas of reading and literacy.

**3. Reporting Compliance & Designated State Evaluators:**

The Regional Literacy Training Centers assure the timely compliance with grant reporting requirements and for working with designated state evaluators to gather data for a state-level reading improvement report. Having standardized formats, processes and procedures for training activities, documentation and evaluation will assist in comprehensive and effective reporting to state and federal sources.

## IV. SUMMARY

In conclusion, this grant proposal is a consortium effort for all eight (8) Regional Literacy Training Centers across the state. RLTC Directors feel it is imperative that all teachers be afforded similar training and professional development opportunities in the area of literacy development in data-driven decision making for differentiating instruction to improve student achievement in reading. The goals, objectives, activities and outcomes are broad yet specific enough so that the federal requirements of No Child Left Behind and Reading First are being met and aligned with the literacy initiatives that already have occurred or are occurring in the RLTCs (MLPP trainings and comprehensive literacy initiatives).

The structure and collaboration of Michigan's RLTCs has the promise of being a statewide model for implementing teacher training and professional development in the area of literacy. If the evaluation component of this proposal is conducted appropriately, the data should indicate that this model of delivery has impacted teacher instruction and assessment and has improved student achievement in the area of reading and literacy.

## V. BUDGET NARRATIVE

Each of the eight RLTCs will submit an itemized budget along with their budget summary form**.** Some budgets may include match from Section 32 F carryover funding or other regional funding as appropriate. The costs and/or expenditures delineated in these budgets are reasonable and cost effective. It is important to remember that this funding will require additional revenue to support the literacy efforts of the RLTCs. RLTCs will continue to seek revenues to enhance these initiatives.