

## PROFESSIONAL SERVICES CONTRACT

**Contract #000000000000000000064054**

This Contract ("Contract"), entered into by and between Indiana Department of Education (the "State") and THE MIND TRUST, INC. (the "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

**1. Duties of Contractor.** The Contractor shall provide the following services relative to this Contract:

The Contractor will serve as the management team to administer the Student Enrichment Grants program defined by House Enrolled Act (HEA) 1251 (2022). The Contractor will oversee the distribution of funds to identified grantees and vendors. Details of the Duties are described in **Exhibit A**, attached and fully incorporated by reference.

**2. Consideration.** The Contractor will be paid in accordance with the budget included in **Exhibit A** for performing the duties set forth above. Total remuneration under this Contract shall not exceed **\$15,000,000**.

**3. Term.** This Contract shall commence on **May 01, 2022** and shall remain in effect through **August 31, 2024**.

**4. Access to Records.** The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

**5. Assignment; Successors.**

A. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

B. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. Additionally, the Contractor shall provide prompt written notice to the State of any change in the Contractor's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

**6. Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

**7. Audits.** The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.331 for purposes of this Contract. However, if it is determined that the Contractor is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and

Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

**8. Authority to Bind Contractor.** The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

**9. Changes in Work.** The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

**10. Compliance with Laws.**

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or

apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC § 5-22-3-7:

- (1) The Contractor and any principals of the Contractor certify that:
  - (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
    - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
    - (ii) IC §24-5-12 [Telephone Solicitations]; or
    - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
  - (B) the Contractor will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
- (2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,
  - (A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
  - (B) will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

**11. Condition of Payment.** All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

**12. Confidentiality of State Information.** The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC § 4-1-10 and IC § 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of

disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

**13. Continuity of Services.**

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

**14. Debarment and Suspension.**

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

**15. Default by State.** If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

**16. Disputes.**

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

**17. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**18. Employment Eligibility Verification.** As required by IC § 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
- B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

**19. Employment Option.** If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost to the State or the employee.

**20. Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

**21. Funding Cancellation.** As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**22. Governing Law.** This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

**23. HIPAA Compliance.** If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

**24. Indemnification.** The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the Contractor.

**25. Independent Contractor; Workers' Compensation Insurance.** The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and Contractor shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

**26. Indiana Veteran Owned Small Business Enterprise Compliance.** Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise ("IVOSB") participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as "Attachment A-1" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA's Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term.

The following certified IVOSB subcontractor(s) will be participating in this Contract:

IVOSB	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
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None

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to [IndianaVeteransPreference@idoa.IN.gov](mailto:IndianaVeteransPreference@idoa.IN.gov), or mailed to IDOA, 402 W. Washington Street, Room W-462, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to <mailto:IndianaVeteransPreference@idoa.IN.gov> for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: [www.in.gov/idoa/mwbe/payaudit.htm](http://www.in.gov/idoa/mwbe/payaudit.htm). The Contractor may also be required to report IVOSB certified subcontractor payments directly to the Division of Supplier Diversity, as reasonably requested and in the format required by the Division of Supplier Diversity.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

**27. Information Technology Enterprise Architecture Requirements.** If this Contract involves information technology-related products or services, the Contractor agrees that all such products or services are compatible with any of the technology standards found at <https://www.in.gov/iot/2394.htm> that are applicable, including the assistive technology standard. The State may terminate this Contract for default if the terms of this paragraph are breached.

**28. Insurance.**

A. The Contractor and its subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

2. Automobile liability for owned, non-owned and hired autos with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

3. Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.

4. Fiduciary liability if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and



savings, among others with limits no less than \$700,000 per cause of action and \$5,000,000 in the aggregate.

5. Valuable Papers coverage, if applicable, with an Inland Marine Policy Insurance with limits sufficient to pay for the re-creation and reconstruction of such records.

6. Surety or Fidelity Bond(s) if required by statute or by the agency.

7. Cyber Liability addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$700,000 per occurrence and \$5,000,000 in the aggregate.

The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.

2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.

4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.

5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

**29. Key Person(s).** (Clause deleted by agreement of the parties.)

**30. Licensing Standards.** The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

**31. Merger & Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

**32. Minority and Women's Business Enterprises Compliance.**

Award of this Contract was based, in part, on the Minority and/or Women's Business Enterprise ("MBE" and/or "WBE") participation plan as detailed in the Minority and Women's Business Enterprises Subcontractor Commitment Form, commonly referred to as "Attachment A" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term.

The following Division of Supplier Diversity certified MBE and/or WBE subcontractors will be participating in this Contract:

MBE or WBE	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
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None

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to [MWBECompliance@idoa.IN.gov](mailto:MWBECompliance@idoa.IN.gov), or mailed to Division of Supplier Diversity, 402 W. Washington Street, Room W-462, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to [MWBECompliance@idoa.IN.gov](mailto:MWBECompliance@idoa.IN.gov) for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to Division of Supplier Diversity certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: [www.in.gov/idoa/mwbe/payaudit.htm](http://www.in.gov/idoa/mwbe/payaudit.htm). The Contractor may also be required to report Division of Supplier Diversity certified subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division of Supplier Diversity.

The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

**33. Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, the Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

**34. Notice to Parties.** Whenever any notice, statement or other communication is required under this Contract, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Alicia Gatewood, Senior Director  
Office of Student Support and Accessibility  
Indiana Department of Education  
Indiana Government Center North, 9<sup>th</sup> Floor  
100 N. Senate Avenue  
Indianapolis, IN 46204

B. Notices to the Contractor shall be sent to:

Kristin Grimme, Senior Vice President of Strategy  
The Mind Trust, Inc.  
1630 N. Meridian Street  
Indianapolis, IN 46202

As required by IC § 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

**35. Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the State, and (3) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

**36. Ownership of Documents and Materials.**

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

**37. Payments.**

A. All payments shall be made within thirty-five (35) days in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific

waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20.

B. If the Contractor is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the Contractor agrees that if it fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

C. All accounts will be closed sixty (60) days after the Expiration Date of this Contract Agreement. Any invoice submitted after sixty (60) days may, at the discretion of the State, be denied.

D. The Contractor agrees to abide by the Contract Budget but may transfer funds from line item to line item for changes of less than ten percent (10%) of the approved budget line items. Budget line-item transfers ("LITs") equal to or greater than ten percent (10%) require prior written approval by the State Project Director (or the State Project Director's Designee). Approval for a LIT must be requested before the expenses are incurred. Transfers will not be approved after expenditures have already been made. A LIT request must be accompanied by an explanation for the changes to each line item. The cumulative amount of any LIT may not exceed 10% of the total budget.

**38. Penalties/Interest/Attorney's Fees.** The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2.

Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

**39. Progress Reports.** The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

**40. Public Record.** The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and the State will post this Contract on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

**41. Renewal Option.** This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC § 5-22-17-4. The term of the renewed contract may not be longer than the term of the original Contract.

**42. Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

**43. Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

**44. Taxes.** The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

**45. Termination for Convenience.** This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Contract with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

**46. Termination for Default.**

A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

**47. Travel.** No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the *Indiana Department of Administration Travel Policy and Procedures* in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with *Travel Policy* guidelines.

**48. Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

**49. Work Standards.** The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

**50. State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2022 SCM Template*) in any way except as follows:

**29. Key Person(s).** (Clause deleted by agreement of the parties.)

**37. Payments.** (Modified)

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

**Agreement to Use Electronic Signatures**

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

**In Witness Whereof**, the Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

THE MIND TRUST, INC.

By: *Brandon Brown*  
F064DBA82C814F3...

Title: CEO

Date: 8/15/2022 | 13:42 EDT

Indiana Department of Education

By: *Tracy Brown - 00700*  
6F48CC506874466...

Title: Chief Financial Officer

Date: 8/15/2022 | 20:31 EDT

Electronically Approved by: Department of Administration  By: <span style="float: right;">(for)</span> Rebecca Holw erda, Commissioner	
Electronically Approved by: State Budget Agency  By: <span style="float: right;">(for)</span> Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General  By: <span style="float: right;">(for)</span> Theodore E Rokita, Attorney General

## Exhibit A

### **IDOE Student Enrichment Grants Program - Proposed Scope of Work**

#### **Overview**

The Mind Trust (TMT) is grateful for the opportunity to submit a proposal to the Indiana Department of Education (IDOE) to serve as the management team to administer the Student Enrichment Grants program defined by House Enrolled Act (HEA) 1251 (2022).

Since 2006, The Mind Trust has worked to transform Indianapolis' K-12 education system so that every student, regardless of race or socioeconomic status, receives an equitable, high-quality education. Since launching in 2006, The Mind Trust has supported the launch of 41 schools that will collectively serve more than 15,000 students at scale alongside 13 education support nonprofit organizations. In July 2021, The Mind Trust launched Advancing Educational Equity—a six-year, equity-focused strategic plan aimed at tripling student proficiency across Center Township in Indianapolis. The Mind Trust will particularly emphasize improving outcomes for Black and Latino students and students from low-income households who have historically been excluded from educational opportunity. Advancing Educational Equity has racial equity at the forefront of each aspect of our work to ensure The Mind Trust is focused on equitably serving all Indianapolis children, families, and communities. The plan focuses on four key priorities—great schools, engaging community, racial equity, and thriving ecosystem.

Since the onset of the COVID-19 pandemic, TMT has collaborated with funders, schools, and community partners to meet the elevated community needs stemming from the pandemic. We have led on three key initiatives that specifically sought to address the academic and social-emotional impacts of the pandemic on families, students, and educators over the past two years.

- TMT served as the project manager for the development of the Indiana eLearning Lab, a statewide initiative of the Indianapolis eLearning Fund that provided professional development and support to nearly 22,000 teachers statewide. After the initial design and launch of the eLearning Lab, The Mind Trust worked with funders and partners to coordinate a collaborative handoff of the project to its long-term home at the Indiana Department of Education as the Indiana Learning Lab.
- TMT launched and supported a total of 50 Community Learning Sites that served 1,278 students and supported students' eLearning and social-emotional needs during the 2020-21 school year. These sites provided a safe, supportive environment for students to conduct eLearning and were created to alleviate the childcare crisis the pandemic caused for working families. Feedback across Community Learning Sites was consistently positive. One mother noted, "This eLearning site has been such a blessing for our family. My husband and I both



work full time outside of the home and were unsure what to do when eLearning was announced. We have appreciated the availability, the location, and the staff. We feel our child was safe and cared for throughout his time here.” Conversations with parents also found an appreciation for the many benefits Community Learning Sites afforded students, including structure and social interaction; tutoring support; and a safe, distraction-free environment. Parents emphasized an increase in academic engagement from their child after they began attending a Community Learning Site compared to when they were participating in eLearning at home.

- The Mind Trust partnered with United Way of Central Indiana to launch Indy Summer Learning Labs (ISLL) in June 2021. ISLL served students across Indianapolis who were impacted by lost learning opportunities resulting from COVID-19. Thirty-nine sites spread across Indianapolis supported over 3,000 students in first through ninth grades who engaged in full-day academic and enrichment programming. The Mind Trust supported the recruitment of over 200 in-person, licensed teachers and teacher aids and 54 virtual teachers to staff the sites. Post-assessment results from the 2021 ISLL were promising. Students grew in English Language Arts by 12 percentage points after participating in ISLL with 41% of students achieving proficiency. Math performance grew by 17 percentage points with 45% of students proficient according to post-assessment data. Parent and family surveys also indicated strong satisfaction across all sites with 91.5% of parents reporting “good” or “great” satisfaction with the program and their student’s experience. Family demand for free, accessible summer programming remains high, which is one of many reasons ISLL will take place again in summer 2022. This year’s ISLL will be held at more than 40 schools, churches, and community organizations across Center Township, serving as many as 5,000 students who are entering first through ninth grades.

TMT’s experience and success leading initiatives that specifically address the academic and social-emotional needs of students and families positions us to effectively lead and deliver on the promise of the Student Enrichment Grants program being offered by the IDOE.

### **Student Enrichment Grants Program Design and Implementation**

HEA 1251 outlines the requirements for IDOE to establish criteria and develop processes to administer the program. TMT proposes to manage the development of the program design for IDOE while working alongside relevant stakeholders and partners to ensure broad adoption and strong family buy-in to the program throughout the state of Indiana.

Through the development of a project team, alongside the expertise of key TMT personnel, TMT is well positioned to support the IDOE in meeting the requirements of

HEA 1251, including (but not limited to): establishing final criteria to identify enrichment students; determining the amount of funds available and the number of grants to be awarded; developing the program forms; coordinating the identification and certification of participating entities; and managing the initiative's partners and vendors; and secure data needed to contact the student and/or family and/or school.

### **Project Team and Key Personnel**

TMT will create a dedicated project team to manage the Student Enrichment Grants program and will engage four full-time equivalent employees during the scope of the project: a Project Director, a Grant Manager, and two Marketing / Engagement Managers. A brief description of each role and its anticipated responsibilities follow, and complete job descriptions are included in the attachments to the proposal.

- [Project Director](#) - The Project Director is responsible for coordinating all efforts related to the Student Enrichment Grants program. He/she/they will have extensive experience in the government or education field and serve as the primary liaison to the IDOE for all programmatic matters. He/she/they will also manage all subcontractors, status update meetings, and the compilation/submission of reports required by the contract. IDOE will review the resume for the proposed candidate. This staff member will be allocated to the program as a full time staff equivalent (1.0 FTE). This position would be filled as soon as possible upon reaching an agreed scope of work.
- [Grant Program Manager](#) - The Grant Program Manager will report to the Program Director and will be responsible for assisting in the execution of all duties related to implementing the program. They will be responsible for compiling information for reports, maintaining all necessary records related to vendor management, and working with subcontractors as needed. He/she will primarily execute all processes related to application management, provider certification, and collaborate with the Grant Operations Manager on budget oversight. IDOE will review the resume for the proposed candidate. This staff member will be allocated to the program as a full-time staff equivalent (1.0 FTE). This position would be filled as soon as possible upon reaching an agreed scope of work.

[Grant Operations Manager](#) - The Grant Operations Manager will report to the Program Director and will be responsible for assisting in the execution of all duties related to implementing the program. They will be responsible for compiling information for reports, maintaining all necessary records, and working with subcontractors as needed. He/she will primarily execute all processes related to ensuring financial compliance for all expenses related to the program. IDOE will review the resume for the proposed candidate. This staff member will be allocated to the program as a full-time staff equivalent (1.0 FTE). In a phased approach (described below), this position would be subsequently filled in preparation for the program to scale.

- [Marketing / Engagement Manager 1](#) - The Marketing / Engagement Manager(s) will report to the Project Director, but will work closely with both TMT's current Director of Communications and TMT's Sr Director of Community Engagement. The Marketing / Engagement manager will be responsible for supporting the design and execution of all outreach efforts to ensure successful implementation of and reporting on the initiative. IDOE will review the resume for the proposed candidate. This staff member will be allocated to the program as a full-time staff equivalent (1.0 FTE). This position would be filled as soon as possible upon reaching an agreed scope of work.
- [Marketing / Engagement Manager 2](#) - The Marketing / Engagement Manager(s) will report to the Project Director but will work closely with both the Director of Communications and the Sr Director of Community Engagement. The Marketing / Engagement manager will be responsible for supporting the design and execution of all outreach efforts to ensure successful implementation of and reporting on the initiative. IDOE will review the resume for the proposed candidate. This staff member will be allocated to the program as a full time staff equivalent (1.0 FTE). This position would be filled as soon as possible upon reaching an agreed scope of work.

The Project Director will report to TMT's Senior Vice President of Strategy, Kristin Grimme, in order to facilitate a close working relationship with TMT's leadership team and other key members of the organization with expertise related to financial compliance, grant management, communications and family engagement. An organizational chart, along with the biographies of each current team member, are included in the attachment to this proposal.

#### **Anticipated Subcontractors**

Due to the nature of the program, TMT will engage several subcontractors. All subcontractors will be engaged with a services agreement between TMT and the subcontracting organization with a specific scope of work, milestones, deliverables, and an associated payment schedule overseen and managed by TMT.

The Project Director will be responsible for overseeing and managing all subcontractors through meetings and process documentation as appropriate with TMT approving all deliverables. Meanwhile, the Grants Manager will be responsible for tracking upcoming milestones, processing all subcontractor payments in partnership with TMT's Operations and Finance Team, and ensuring all contract requirements are met. The project team will utilize a detailed project plan and a regular meeting cadence to review deliverables with the leadership team to ensure that all deliverables are completed in accordance with contract requirements. Key milestones will be communicated with IDOE at an approved interval defined at contract start. Deviations on key milestones may require a contract amendment if significant delay is anticipated.

In order to ensure the program is successful and sustainable, TMT will aim to implement the program in three phases, described below:

- Phase 1: Pilot (est. October 2022 thru December 2022) – TMT will announce the program and partner with “early adopter” school corporations and public charter schools to essentially pilot the program. We estimate that this pilot will include at least 20 schools or corporations, serving up to 3,000 students and families.
- Phase 2: Full Implementation (est. January 2023 to June 2023) – TMT will add additional school corporations and public charter schools, as well as enrichment providers, to scale the program statewide. We estimate that, cumulatively with phase 1, this phase will include all schools in the state, serving up to 10,000 students and families.
- Phase 3: Scaled Implementation (est. July 2023 to August 2023) – TMT will aim to scale the number of families engaged in the program for the second year. We estimate that, cumulatively with phases 1 and 2, this phase will include all schools in the state, serving up to 15,000 students and families.

While specific subcontractors have yet to be identified, TMT plans to engage subcontractors in the following areas of expertise to support the program:

- Communications, Marketing, and Branding - TMT will contract with a professional firm to design a complete brand for the program to ensure successful adoption of the program by the target student population and broad participation by school corporations across the state. The selected firm will also design and develop a website for the program along with all necessary collateral and a full communications campaign, including a public announcement and program launch. Along with managing the subcontractor and ensuring successful completion of all deliverables, TMT staff will manage the vision/messaging for the brand to ensure it is appropriately tailored for the K-12 sector and a diverse set of students and families.
- Participating Entity Evaluation - TMT will engage a broad range of partners to assist in the evaluation of participating entities and high-quality tutoring providers to certify participating entities as eligible to receive funds through the program. TMT anticipates this may include, but will not be limited to: parents, teachers, school corporation administrators, school leaders, technology experts, and other consultants. TMT will provide final approval of all participating entities, but will rely upon due diligence completed by this diverse group of stakeholders. TMT will develop criteria and rubrics to ensure that all entities are high quality, but will

rely on this diverse set of stakeholders to give input for the development of criteria/rubrics and reviewing applications from providers against the rubrics.

- Legal Consulting - TMT will utilize its general counsel to review any necessary changes to its current services agreement, any agreements or contracts required to launch and implement the program, and to review and draft any agreements necessary to facilitate the use of federal funds in this program.
- Accounting Support - TMT will hire an outside accounting and bookkeeping support to ensure thorough and complete processing of all expenses related to the program separate from TMT’s other programming and finances. Additionally, TMT will engage an external auditing firm to conduct a Single Audit at the end of each fiscal year during which The Mind Trust receives more than \$750,000 of federal funding. TMT staff, however, will be responsible for reviewing all expenditures to ensure students and families have elected to spend microgrant funds on eligible services.
- Payment Platform - TMT will work with IDOE to identify the payment platform that will be used to facilitate grant payments to families and manage the partnership with this vendor. TMT staff will manage the subcontractor’s build out and customization of the platform to ensure it is aligned to the program’s goals and design.
- High-Quality Enrichment Providers - TMT will utilize existing staff experience and expertise to design a process to recruit, evaluate and select high quality enrichment providers to serve students through the microgrants program. Depending on the payment and grants platforms selected, the enrichment providers may be subcontractors with TMT, or may be subcontractors of the grants/payment platform.

**Project Timeline and Budget**

TMT will work closely with IDOE at the beginning of the reimbursement period to refine the timelines below, and will utilize monday.com to develop detailed project plans, which can be converted/report through Microsoft Excel, with key milestones and deliverables throughout the project.

Activity	Contributing Staff	Anticipated Timeline
Project Planning & Management <ul style="list-style-type: none"> <li>● <i>Facilitate project kickoff meetings</i></li> </ul>	<ul style="list-style-type: none"> <li>● Project Director</li> <li>● Program Manager,</li> <li>● CEO</li> <li>● SVP Strategy</li> </ul>	Ongoing: May 2022 - Sept 2024

<ul style="list-style-type: none"> <li>● <i>Develop reporting templates</i></li> <li>● <i>Provide monthly reports on engagement and use of funds</i></li> <li>● <i>Provide annual executive summary of activities</i></li> <li>● <i>Facilitate bi-weekly status meetings with agendas, notes and minutes</i></li> <li>● <i>Compile and review all deliverables, including the required decision/action log and risk/issue log</i></li> </ul>		
<p>Create and submit initial detailed project plan.</p>	<ul style="list-style-type: none"> <li>● Project Director</li> <li>● Program Manager,</li> <li>● CEO</li> <li>● SVP Strategy</li> </ul>	<p>Completed by July 1, 2022</p>
<p>Hiring</p> <ul style="list-style-type: none"> <li>● <i>Post job descriptions</i></li> <li>● <i>Recruit and screen candidates</i></li> <li>● <i>Select and onboard candidates</i></li> </ul>	<ul style="list-style-type: none"> <li>● SVP Strategy</li> <li>● CEO</li> <li>● Project Director</li> <li>● EVP</li> <li>● Sr Dir Comms</li> <li>● VP Community Engagement</li> </ul>	<p>May 2022 - July 2022</p> <p>*Subsequent hiring TBD</p>
<p>Partner &amp; Subcontractor Identification</p> <ul style="list-style-type: none"> <li>● <i>Solicit necessary expertise</i></li> <li>● <i>Evaluate potential partners</i></li> <li>● <i>Select and onboard partners (ongoing)</i></li> </ul>	<ul style="list-style-type: none"> <li>● Project Director</li> <li>● Program Manager</li> <li>● SVP Strategy</li> <li>● SVP Schools</li> <li>● SVP Racial Equity</li> </ul>	<p>May 2022 - July 2022 (initial selection)</p>
<p>Create and submit marketing &amp; communications plan.</p>	<ul style="list-style-type: none"> <li>● Project Director</li> <li>● Marketing / Engagement Managers</li> <li>● EVP</li> </ul>	<p>Complete by August 1, 2022</p>

	<ul style="list-style-type: none"> <li>● Sr Director Comms</li> <li>● VP Community Engagement</li> </ul>	
<p>Marketing &amp; Communications Execution</p> <ul style="list-style-type: none"> <li>● <i>Execute detailed plan.</i></li> </ul>	<ul style="list-style-type: none"> <li>● Project Director</li> <li>● Marketing / Engagement Managers</li> <li>● EVP</li> <li>● Sr Director Comms</li> <li>● VP Community Engagement</li> </ul>	Ongoing: August 2022 – August 2024
<p>Program Design &amp; Implementation</p> <ul style="list-style-type: none"> <li>● <i>Student Eligibility Criteria</i> <ul style="list-style-type: none"> <li>○ <i>Analyze ILEARN results</i></li> <li>○ <i>Determine final eligibility criteria</i></li> <li>○ <i>Determine verification process</i></li> </ul> </li> <li>● <i>Participating Entities</i> <ul style="list-style-type: none"> <li>○ <i>Build selection and certification process</i></li> <li>○ <i>Recruit high-quality vendors</i></li> <li>○ <i>Select and certify list of entities that will provide services</i></li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>● Project Director</li> <li>● Program Manager</li> <li>● SVP Strategy</li> <li>● SVP Schools</li> <li>● SVP Racial Equity</li> </ul>	July 2022 - July 2023
<p>Reporting &amp; Evaluation</p> <ul style="list-style-type: none"> <li>● <i>Ongoing as required</i></li> <li>● <i>Review Year 1 leading indicators</i></li> <li>● <i>Refine Year 2 plans</i></li> </ul>	<ul style="list-style-type: none"> <li>● Project Director</li> <li>● Program Manager</li> <li>● SVP Strategy</li> <li>● CEO</li> <li>● EVP</li> </ul>	March 2023 - August 2024

Year 2 Implementation <ul style="list-style-type: none"> <li>• <i>Execute refined plans</i></li> </ul>	<ul style="list-style-type: none"> <li>• Project Director</li> <li>• Program Manager</li> <li>• Marketing / Engagement Managers</li> </ul>	July 2023 - August 2024
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Item	Year 1	Year 2	Amount	Notes
Staffing	\$850,000	\$900,000	\$1,750,000	Five new FTEs and cost offsets for current staff
Marketing and Engagement	\$500,000	\$250,000	\$750,000	Year 1 - \$500,000; Year 2 - \$250,000
Program Administration	\$250,000	\$250,000	\$500,000	Year 1 - \$250,000; Year 2 - \$250,000
<b>TOTAL Cost</b>			<b>\$3,000,000</b>	
Payment and/or Application/Grants Platform	Not to Exceed \$500,000			E.g. ClassWallet + Journeyage OR GoMerits Custom Solution
State ESSER Funds	\$11,500,000			Pass through grants

## Year 1

Deliverable(s) Name/Description	Completion Date	Invoice Amount	Invoice Date	Notes
Initial Detailed Project Plan	6/21/2022	\$ 587,500.00	Upon Contract Signature	
Marketing & Communications Plan	8/1/2022	\$ 250,000.00	8/15/2022	
System Deployment & Protocols for Distribution	10/1/2022	\$ 337,500.00	10/15/2022	
November 2022 Status Report	11/1/2022	\$84,375.00	11/15/2022	
December 2022 Status Report	12/1/2022	\$84,375.00	12/15/2022	
January 2023 Status Report	1/1/2023	\$84,375.00	1/15/2023	
February 2023 Status Report	2/1/2023	\$84,375.00	2/15/2023	
March 2023 Status Report	3/1/2023	\$84,375.00	3/15/2023	
April 2023 Status	4/1/2023	\$84,375.00	4/15/2023	



Report				
May 2023 Status Report	5/1/2023	\$84,375.00	5/15/2023	
June 2023 Status Report	6/1/2023	\$84,375.00	6/15/2023	
Microgrants	Continuous	\$5,750,000.00	Monthly on the 15th.	Microgrants need to be a line item on the invoice with dates attached.

## Year 2

<b>Deliverable(s) Name/Description</b>	<b>Completion Date</b>	<b>Invoice Amount</b>	<b>Invoice Date</b>
July 2023 Status Report, including Distributions Report	7/1/2023	\$137,500.00	7/15/2023
August 2023 Status Report, including Distributions Report	8/1/2023	\$137,500.00	8/15/2023
September 2023 Status Report, including Distributions Report	9/1/2023	\$137,500.00	9/15/2023
October 2023 Status Report, including Distributions Report	10/1/2023	\$137,500.00	10/15/2023
November 2023 Status Report, including Distributions Report	11/1/2023	\$137,500.00	11/15/2023
December 2023 Status Report, including Distributions Report	12/1/2023	\$137,500.00	12/15/2023
January 2024 Status Report, including Distributions Report	1/1/2024	\$137,500.00	1/15/2024
February 2024 Status Report, including Distributions Report	2/1/2024	\$137,500.00	2/15/2024
March 2024 Status Report, including Distributions Report	3/1/2024	\$137,500.00	3/1/2024
April 2024 Status Report, including Distributions Report	4/1/2024	\$137,500.00	4/15/2024
May 2024 Status Report, including Distributions Report	5/1/2024	\$137,500.00	5/15/2024
June 2024 Status Report, including Distributions Report	6/1/2024	\$137,500.00	6/15/2024
Microgrants	Continuous	\$5,750,000.00	Monthly on the 15th. Microgrants need to be a line item on the invoice with dates attached.