SERVICE AGREEMENT

THIS AGREEMENT, effective the 1st day of September, 2009, is by and between Monroe County Community School Corporation, a corporation organized under the laws of the State of Indiana, whose offices are located at 401 E. Miller Drive, Bloomington, IN 47401 (hereinafter "Sponsor"); and Indiana University, an educational institution organized under the laws of the State of Indiana, whose address is P.O. Box 1847, Bloomington, IN 47402 (hereinafter "Indiana").

1. Scope of Work. Indiana will use reasonable efforts to perform the services described in the proposal, "Empowering a 21st Century Learning Environment in Monroe and Eastern Greene County Schools", which is attached as Appendix 1 and included by reference (the Service Project). The Service Project may be modified by mutual agreement in a duly executed amendment to this Agreement.

2. Key Personnel. The Service Project will be performed under the direction of Dr. Daniel T. Hickey, Project Director. In the event s/he is unable or unwilling to continue with the Service Project, the parties will attempt to find a mutually acceptable substitute. In the event a mutually acceptable substitute is not found, the Agreement may be terminated in accordance with Paragraph 10.

3. Term. The term of this Agreement is September 1, 2009 through August 31, 2010.

4. Reports. Upon completion of the service or termination of the Agreement, Indiana will submit a written study report. This report will be due 60 days after termination of this Agreement.

5. Costs and Billings. Sponsor agrees to pay Indiana $74,991 for the Service Project. Payments will be made quarterly with the first such payment due upon execution of this Agreement. Checks will be payable to Indiana University, referring to this Agreement, and will be sent by mail to Indiana University, P.O. Box 66057, Indianapolis, Indiana 46266-6057, tax identification number 35-6001673.

6. Equipment. Title to any equipment purchased by Indiana in the performance of the Service Project whether or not purchased with funds provided under this Agreement will remain with Indiana and will be free of all claims, liens, or encumbrances of the Sponsor.

7. Publications. Indiana is free to publish, present, or use any results arising out of the performance of this Agreement for its own instructional, research, or publication objectives provided that the publication, presentation or use does not disclose any confidential information furnished by Sponsor under Paragraph 9. Indiana agrees that any proposed publication or presentation relating to the Service Project conducted under this Agreement will be submitted to Sponsor for review 30 days prior to submission for publication or presentation. In the event that the proposed publication or presentation
contains patentable subject matter which needs protection, Indiana will, upon written request from Sponsor within the 30 day review period, delay the publication or presentation for a maximum of an additional 90 days to allow Sponsor or Indiana to file a patent application.

8. Intellectual Property

8.1. Indiana will promptly disclose to the Sponsor all creative ideas, developments and inventions whether or not patentable, conceived or first reduced to practice as a result of the Service Project ("Inventions"). Inventions will remain the property of Indiana.

8.2. Indiana hereby grants to the Sponsor the first option for a worldwide, exclusive, royalty-bearing license to make, have made, use, sell with a right to sublicense, Inventions. The terms of such license will be reasonable in the circumstances and will be negotiated in good faith between the Sponsor and Indiana. The option will extend for a period of 6 months from the date of first disclosure to Sponsor.

9. Confidentiality

9.1. Indiana agrees to hold in confidence, in accordance with this paragraph, any information disclosed to Indiana under this Agreement and identified in writing as confidential (hereinafter "Information"). For the purpose of this Agreement, "hold in confidence" means that Indiana will protect the Information in the same manner in which it protects its own confidential information. The Information will remain the property of the Sponsor, and will be disclosed only to those persons necessary for the performance of this Agreement.

9.2. No indirect or consequential damages or damages based on loss of profits or market share are contemplated or recoverable for breach of confidentiality.

9.3. The obligations of Indiana to maintain confidentiality under this Agreement will survive its expiration or termination and will endure for 5 years from the date of disclosure.

9.4. The obligation of non-disclosure will not apply to the following:

a. Information that is publicly available through no fault of Indiana;
b. Information that is disclosed to Indiana by a third party entitled to disclose the Information;
c. Information that is already known to Indiana; and
d. Information that is required to be disclosed by law, provided Indiana promptly notifies the Sponsor in writing of such lawful disclosure.
e. Information that is or was developed independently by Indiana without reliance on Information from Sponsor
10. Termination

10.1. Unless otherwise terminated, this Agreement will remain in force during the Term provided in Sec. 3. Provisions of this Agreement which by their nature contemplate rights and obligations of the parties to be enjoyed or performed after the expiration or termination of this Agreement will survive until their purposes are fulfilled.

10.2. If Indiana fails to continuously staff the project with adequate and competent personnel, the Sponsor may terminate this Agreement upon 90 days written notice.

10.3. In the event that either party defaults or breaches any material provision of this Agreement, the other party may terminate this Agreement upon 30 days written notice to the party in default or breach, provided, however, that if the party defaulting, breaching, or failing, within 30 days of the receipt of such notice cures the said default, breach or failure; the Agreement will continue in force and effect.

10.4. If either party should become insolvent or should make any assignment for the benefit of creditors, or should be adjudged bankrupt, or should file a petition in bankruptcy, or is named as debtor in an involuntary bankruptcy proceeding, or if a receiver or trustee of the property of either party is appointed, then this Agreement, at the option of the other party, will terminate, effective on the date notice of such termination is given.

10.5. Should Sponsor terminate this Agreement, Sponsor will reimburse University for all expenditures and non-cancelable commitments incurred prior to termination not to exceed the total amount of the Agreement.

11. Non-use of Names. Sponsor will not use the names or trademarks of Indiana or its employees, nor any adaptation thereof in any advertising, promotional or sales activities without prior written consent obtained from Indiana in each separate case.

12. Assignment. Neither party may assign this Agreement or any part of it without the written consent of the other party.

13. Miscellaneous

13.1. The headings in this Agreement are intended solely for convenience or reference and will be given no effect in the construction or interpretation of this Agreement.

13.2. This Agreement, including attached appendices, supersedes all prior oral and written proposals and communications, if any, and sets forth the entire Agreement of the parties with respect to the subject matter hereof and may not be altered or amended except in writing, signed by an authorized representative of each party hereto.
13.3. The construction and enforcement of this Agreement will be
governed by the laws of the State of Indiana, United States of America, without regard to
principles of choice of law.

13.4. No waiver of any default, condition, provision or breach of this
Agreement will be deemed to imply or constitute a waiver of any other like default,
condition, provision or breach of this Agreement.

13.5. If any paragraph, term, condition or provision of this Agreement
will be found, by a court of competent jurisdiction, to be invalid or unenforceable, or if
any paragraph, term, condition or provision is found to violate or contravene the laws of
the State of Indiana, then the paragraph, term condition or provision so found will be
deemed severed from this Agreement, but all other paragraphs, terms, conditions and
provisions will remain in full force and effect.

13.6. Nothing contained herein will be construed as establishing an
employer-employee, joint venture, or principal agent relationship between the parties. In
addition, neither party will have the right to incur any debt nor expense for the account of
the other party except as may expressly be agreed upon by separate written agreement.

14. Indemnity and Insurance

14.1. The Sponsor will indemnify, defend, and hold harmless Indiana,
and its officers, employees, agents, and subcontractors and their employees from any suit,
action, claim, demand, judgment, and expense arising out of the performance of this
Agreement. The Sponsor agrees that if any claim is asserted or suit brought against
Indiana, or their officers, employees, agents, or subcontractors or their employees, the
Sponsor will defend the claim or suit at the expense of the Sponsor. Sponsor will not
settle or compromise any claim or action in a manner that imposes any restrictions or
obligations on Indiana without Indiana's written consent, which consent shall not be
unreasonably withheld.

14.2. The Sponsor will have no obligation to indemnify, defend, and hold
harmless Indiana, and its officers, employees, agents, and subcontractors and their
employees from claims asserted or suits arising out of performance of this Agreement, if
it can be shown that the claim or suit is based solely on the negligence of Indiana, its
officers, employees, or agents.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement signed by their respective officers duly authorized as of the date and year written.

INDIANA UNIVERSITY

BY: ___________________________
NAME: Gabe Harris
TITLE: Contract Officer
DATE: 9/9/2009

MCCSC (Monroe County Community School Corporation)

BY: ___________________________
NAME: ___________________________
TITLE: ___________________________
DATE: ___________________________
July 13, 2009

Karen Portle  
Monroe County Community School Corporation  
401 E Miller Drive  
Bloomington, IN 47401  

Dear Ms. Portle:

Indiana University is pleased to submit its proposal for "Empowering a 21st Century Learning Environment in Monroe and Eastern Greenc County Schools" on behalf of Dr. Daniel T. Hickey. This proposal is for inclusion in your grant application to the Indiana Department of Education and has been administratively approved by the appropriate University officials. Support is requested for a 12 month period and is in the total amount of $74,991.00.

If this proposal is successful, the University will ensure compliance with all pertinent federal regulations and policies. The subcontract agreement should be between your institution and the Trustees of Indiana University. Administrative questions regarding the proposal should be directed to:

Grant Services  
Indiana University  
P.O. Box 1847  
Bloomington, IN 47402-1847

(812) 855-6516 phone  
(812) 855-9943 fax  
email: rug@iu.edu

Questions regarding the technical aspects of this proposal should be directed to Dr. Daniel T. Hickey.

Sincerely,

[Signature]

Project Director  
Dr. Daniel T. Hickey

Authorizing official for the University:

Steven A. Martin  
Assoc. Vice President for Research Administration

[Signature]
Statement of Work

Empowering a 21st Century Learning Environment in Monroe and Eastern Greene County Schools

Under this subcontract, Daniel T. Hickey and his graduate research assistants at Indiana University will be responsible for setting up, populating, and maintaining a social network for specific professional development activities for selected teachers in Monroe County and Eastern Greene County School systems. The actual hub of the network will be established using the Moodle social networking platform on the server maintained by Indiana University.

Starting in August 2009, Dr. Hickey and staff will search the Internet for the best open-source web-based “21st Century” curricular activities that can potentially be aligned with Indiana Core 40 standards in English and Biology. Once the school systems identify two teachers (one Biology and one English) at each of three secondary schools with sufficient interest and computing experience, the Indiana team will work closely with these teachers via the network to determine which of the initial set of activities are most appealing to their students and most well aligned with their curricular goals. As activities are selected for use by teachers, Dr. Hickey’s team will develop three assessments for each activity (reflective questions, reflective rubrics, and a formal classroom assessment). They will work with one lead teacher to implement and refine each activity and assessments, and help that teacher provide insights and evidence via the network to support at least one additional teacher. Indiana University will help teachers post accounts, artifacts, videos, and suggested refinements from the implementation of the activities in the network, and help teachers score and summarize the formal classroom assessments, but will not be directly responsible for doing so. In this fashion, the network will be populated with 8-12 English activities and 4-6 Biology activities, each representing approximately 3-5 class periods and homework activity; alongside these activities will be useful accounts of implementations, informal suggestions, and evidence of success. Indiana University will be responsible for ensuring that the crucial professional development expertise that is fostered by these activities is stretched across the network and the participating lead teachers in a manner that is for use by new teachers.

In Spring 2010, Dr. Hickey and his assistants will visit the participating schools to present the initial results from the Fall semester, provide professional development workshops to introduce the project, and initial instruction in using the network. This activity and lead teachers will be used to recruit additional teachers to join the network and implement the subset of activities that had largest impact on their corresponding classroom assessments. Assuming sufficient numbers of teachers are recruited, IU will match pairs of similar teachers and randomly assign one to serve as the implementation teacher and one to serve as the comparison teachers. Indiana University will create a Biology test and an English test consisting of released achievement test items aligned to the Core 40 standards targeted by the activities, and will obtain an externally developed test of “21st Century Skills”. Indiana University will coordinate with the participating teachers to administer these tests to the students in their classrooms or on-line, obtain actual performance of those same students on the end-of-course assessments in Biology and English, and score and interpret the results.
Budget Narrative
Empowering a 21st Century Learning Environment in Monroe and Eastern Greene County Schools
Sub Award: Prepared by Dr. Daniel T. Hickey for the Monroe County Community School Corporation

Personnel
Dr. Daniel T. Hickey will serve as Project Director and Principal Investigator for the sub award to Indiana University. Dr. Hickey will have specific responsibility for overseeing the professional development component of the project. We are requesting 12.5% FTE for Dr. Hickey during the academic year.

We will hire one postdoctoral research assistant who will be employed at 100% FTE for the calendar year. The postdoctoral research assistant will be responsible to assist Dr. Hickey in fulfilling the professional development component of the project.

Salaries assume a 5% increase each year.

Fringes
Indiana University's fringe rate for Dr. Hickey during the academic year, and for the postdoctoral research assistant for the calendar year, is 34.72%.

Travel
Travel to schools within Indiana will include two trips per month during the academic year. The current mileage reimbursement rate is $0.55 per mile. Each trip will average 267 (roundtrip) miles.

Materials and Supplies
Materials and supplies include $1,952 for computer software supplies, specific to supporting project activities.

Participant Stipends
A stipend of $10 will be paid to students for pilot testing project activities. It is estimated that there will be 100 student participants.

Indirect Costs
The indirect cost rate is 5%, as allowed by the Indiana Department of Education.
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