RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
EXECUTIVE OFFICE
LANSING

BRIAN CALLEY
LT. GOVERNOR

September 12, 2012

Mr. John E. Nixon, CPA
Director
Department of Technology, Management & Budget
P.O. Box 30026
Lansing, Michigan 48909

Re: Interlocal Services Agreement between the University of Michigan and the State of Michigan

Dear Mr. Nixon:

I am responding to the request for approval of the proposed Interlocal Services Agreement between the University of Michigan and the State of Michigan. The agreement was signed on September 10, 2012, and September 11, 2012, between the parties. Based on the review from the Attorney General's Office, I am notifying you that I approve the proposed Interlocal Services Agreement pursuant to the Urban Cooperation Act (UCA), 1967 (Ex Sess) PA 7, MCL 125.501 *et seq.*

Sincerely,

Rick Snyder
Governor

c: Attorney General's Office, State Operations Division

STATE OF MICHIGAN
DEPARTMENT OF ATTORNEY GENERAL

P.O. BOX 30754
LANSING, MICHIGAN 48909

BILL SCHUETTE
ATTORNEY GENERAL

September 12, 2012

Richard D. Snyder
Governor, State of Michigan
The George Romney Building
Lansing, MI 48909

Attn: Michael F. Gadola
Legal Counsel to the Governor

Re: **Urban Cooperation Act Interlocal Services Agreement between the University of Michigan and the State of Michigan**

Dear Governor Snyder:

You have requested that this office review the referenced agreement (the Agreement) between the University of Michigan for its Institute of Social Research and the State of Michigan by the Michigan Department of Technology, Management and Budget (DTMB) for the Michigan Council for Educator Effectiveness (MCEE). The Agreement was signed on behalf of the State of Michigan by the DTMB Director for the MCEE on September 11, 2012. The Agreement was signed for the University of Michigan by its Executive Vice President and Chief Financial Officer on September 10, 2012, pursuant to authority of Section 3.07(2)(a) of the Bylaws of the Board of Regents of the University of Michigan.

The Agreement is entered into pursuant to the Urban Cooperation Act (UCA), 1967 (Ex Sess) PA 7, MCL 125.501 *et seq*, for research services by the University of Michigan through its Institute of Social Research to be furnished to the DTMB for the MCEE. Section 1.1 of the Agreement describes the Agreement's purpose as follows:

> The purpose of this Agreement is to allow the University to conduct a pilot study of teacher and school administrator performance. The study will assess the utility of several value-added models for linking student performance, as measured by standardized test results, to content taught by individual teachers. The results of the assessments will be provided to the State and used to form a recommendation for a statewide teacher and school administrator observation tool as required by 2011 PA 102, Section 1249, at MCL 380.1249.

In entering into this agreement, the DTMB Director is carrying out the functions of the MCEE set forth in MCL 380.1249 (4) – (5), 2011 PA 102, which established this entity as the five-member Governor's Council on Educator Effectiveness (GCEE) (a temporary commission under Const 1963, art V, sec 4) to conduct research and make recommendations to the State Board of Education, the Governor and the Legislature regarding the following:

1) a student growth and assessment tool,

2) a state evaluation tool for teachers, and

3) a state evaluation tool for school administrators.

Executive Order No. 2012 – 3, dated March 27, 2012, renamed the GCEE as the MCEE and transferred to DTMB "all of its statutory authority, powers, duties, functions, records, personnel, and property." At this point, the five members of the MCEE are an advisory body to DTMB now that its powers, duties, and functions have been transferred to that department by this Executive Order. See OAG 1965-1966, No 4479A, pp 262, 269-278 (May 2, 1966), which discusses this type of advisory body and the extent to which such an advisory body may continue to exercise some or all of its powers, duties and functions on the basis of receiving them back by delegation from the head of the department to which its powers, duties and functions have been transferred.

I have reviewed the Agreement in light of the UCA and conclude that the Agreement is consistent with the UCA. This conclusion that the Agreement is consistent with the UCA is limited to the terms of the Agreement and is not applicable to any future amendments.

Very truly yours,

George M. Elworth
Assistant Attorney General
State Operations Division
Tel No: (517) 373-1162
Fax No: (517) 335-2060

Enc.
cc w/o enc.: John E. Nixon, Director, Michigan Department of Technology, Management and Budget

Urban Cooperation Act
Interlocal Services Agreement
Between the
University of Michigan and the State of Michigan

The Regents of the University of Michigan for its Institute of Social Research a non-profit educational institution of the State of Michigan (University) and the State of Michigan, Department of Technology, Management and Budget (State), on behalf of the Michigan Council for Educator Effectiveness (MCEE) and under the authority of Executive Order 2012-3, enter into this agreement (Agreement) under the Urban Cooperation Act, MCL 124.501, *et seq.* The University and the State are together referred to as the "Parties" or individually as "Party."

WHEREAS, the MCEE, created pursuant to 2011 PA 102 (Act), is charged with developing a process for evaluating teachers and school administrators as set forth in the Act (MCEE Evaluation Project).

WHEREAS, the State desires to receive research services (collectively the "Services") for the MCEE educator evaluation project, including a pilot study.

WHEREAS, the University can provide the Services on a cost effective basis.

THEREFORE, in consideration of the mutual promises and benefits contained herein, the Parties agree as follows:

ARTICLE I
PURPOSE

1.1 Purpose.
The purpose of this Agreement is to allow the University to conduct a pilot study of teacher and school administrator performance. The study will assess the utility of several value-added models for linking student performance, as measured by standardized test results, to content taught by individual teachers. The results of the assessments will be provided to the State and used to form a recommendation for a statewide teacher and school administrator observation tool as required by 2011 PA 102, Section 1249, at MCL 380.1249.

ARTICLE II
DESCRIPTION OF UNIVERSITY SERVICES

2.1 Description of Services. The University shall provide to the State, the Services and deliverables set forth in Appendix A (together the "Deliverables"), including but not limited to the employment and supervision of all incidental business and administrative supervisory and support staff, and all personnel, equipment, supplies and other items, necessary to render the Services.

2.2 Services Personnel. The University shall furnish to the State the names of all primary

personnel to be utilized by the University in connection with the performance of the Services. Personnel assigned by the University to perform the Services for the State shall be experienced, fully qualified and certified or licensed when legally necessary. The University represents that it has secured any necessary licenses, approvals and regulatory authorizations to provide the Services.

2.3 Standard of Services. The University shall ensure that the individuals which the University assigns to perform the Services adhere to professional standards and perform all Services in a manner consistent with generally accepted proficiency and competency for the type and nature of the Services rendered.

2.4 Background Checks. The State may require a background check on the University or its subcontractor's personnel. The scope of the background check is at the discretion of the State. The University is responsible for the costs of conducting the background checks. Notice will be provided pursuant to Section 9.5.

2.5 Approval of New Subcontractors. The State has reviewed and approved the subcontractors currently identified by the University to provide the Services under this Agreement. A list of the currently approved subcontractors is provided in Appendix C. The University may not delegate any duties under this Agreement to a new subcontractor unless the State gives prior approval. The State is entitled to receive copies of and review all new subcontracts. The State may require the University to terminate and replace any subcontractor it reasonably finds unacceptable and shall provide the University with thirty (30) days advance written notice of such termination requirement, unless circumstances require immediate termination of a subcontractor.

ARTICLE III
RELATIONSHIP OF PARTIES

3.1 Independent Contractor. The Parties intend that an independent contractor relationship exist between the University and the State, and that nothing in this Agreement shall be construed as being inconsistent with that status and relationship. All individuals which the University assigns to perform the Services shall be employees or subcontractors of the University, and shall never be considered employees or individual agents or contractors of the State for any purpose. No such University employees or agents are entitled to any of the rights, compensation or other benefits which the State may provide to its own employees.

3.2 University as Employer. The University shall be regarded, designated and considered to be the employer with respect to all individuals whom the University may select and assign to provide the Services. The University shall have sole and exclusive responsibility for hiring, retaining, evaluating, disciplining, dismissing and otherwise regulating the employment conditions, employment rights, and other similar matters relative to all individuals whom the University utilizes in connection with providing the Services. The University shall have sole and exclusive responsibility for all of the following costs and charges attributable, where applicable, to persons assigned to perform the Services:

(a) Wage and salary compensation.

(b) Required statutory or contractual pension and retirement contributions.

(c) Applicable state and federal employment taxes and FICA.

(d) Unemployment taxes and costs. (whether by commercial or self-insurance).

(e) Applicable premium costs for insurance coverage(s) and programs.

(f) Expenses whether out-of-pocket or overhead, in providing the Services.

3.3 Employment Claims to the University. The University shall be responsible for answering, defending and/or resolving any and all claims arising from the assignment and performance of University employees designated by the University to perform the Services.

(a) These claims shall include, but shall not be limited to proceedings before the Michigan Employment Relations Commission; the National Labor Relations Board; proceedings for unemployment compensation benefits; claims for workers' compensation disability benefits; claims of unlawful discrimination brought before any state or federal agency or court; claims or grievances for breach of contract; and any other claims of whatsoever kind or character arising from or which are attributable to the performance of the Services by University employees in connection with this Agreement.

(b) All costs (including legal fees) incurred in connection with the defense of the matters and any judgments resulting there from shall be the sole and exclusive responsibility of the University.

3.4 University Taxation Responsibilities. The University shall be responsible for any taxation consequences to it or its employees as a result of the University's engagement under this Agreement. The University shall be responsible, as legally required, to report as income its compensation received from the State. The University shall make, on behalf of itself and its employees, including its employees performing the Services, all requisite tax filings and payments to the appropriate federal, state, and local tax authorities. No part of compensation to the University under this Agreement shall be subject to withholding by the State for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.

3.5 Non-Exclusive Services. The State does not agree to use the University exclusively for the performance of the Services or otherwise. It is understood and acknowledged that the State is free to contract for similar services to be performed by other persons or entities so long as such services do not interfere with the performance of the obligations of the Parties under this Agreement.

ARTICLE IV
TERM OF AGREEMENT AND TERMINATION

4.1 Term.
This Agreement shall commence on the effective date as determined in Section 9.15 and remains in full force and effect until September 22, 2013.

4.2 **Early Termination.**

(a) Either Party may terminate this Agreement for any reason upon a sixty (60) calendar day written notice. In the event that this Agreement is terminated, the State will pay the University for accepted Services provided up to and including the date set for termination. Any funds remitted by the State to the University in excess of the pro-rata charges for the Services provided by the University will be returned to the State. Any such amounts owed by the University shall be paid within thirty (30) business days of the date set for termination of this Agreement.

(b) Either party may terminate the Agreement for cause by notifying the other Party in writing of the alleged breach of a material duty or obligation. The breaching party must be given a fifteen (15) calendar day period to cure such alleged breach. If the alleged breach is not cured, the Party providing notice of the breach may terminate the Agreement immediately upon written notice to the other Party.

4.3 Non-Appropriation and Funding.

(a) The continuation of the Agreement is subject to appropriation or availability of funds. If sufficient funds to enable the State to continue payment are not appropriated or otherwise made available, the State must fully or partially terminate this Agreement at the end of the last period for which funds have been appropriated or otherwise made available. The State must give the University at least thirty (30) business days written notice before the date of termination, unless the State receives notice of the non-appropriation or unavailability less than thirty (30) business days before the end of the last period for which funds have been appropriated or otherwise made available.

(b) If funding for the Agreement is reduced by law, or funds to pay the University for the agreed-to level of the Services or production of deliverables to be provided by the University are not appropriated or otherwise unavailable, the State may, upon thirty (30) business days written notice to the University, reduce the level of the Services or change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under the Agreement will be equitably adjusted to reflect any services not provided by reason of the reduction.

(c). If the State fully or partially terminates this Agreement for non-appropriation, the State must pay the University for all work-in-progress performed through the effective date of the termination to the extent funds are available.

ARTICLE V
INVOICE AND PAYMENT

5.1 Compensation and Payment. In consideration of the Deliverables (as identified in Appendix A) and or Services provided to the State by the University, the State will pay the University for the Deliverables at the negotiated prices not to exceed $900,000 in fiscal year 2012 and $4.0 million in fiscal year 2013.

5.2 Invoice Procedure. The University shall submit to the State on a monthly basis, as set forth in Appendix B, an invoice setting forth all applicable charges for the billing interval, itemized for Deliverables performed during such period.

(a) The State will remit payment on undisputed invoices within thirty (30) days of receipt.

(b) If the State disputes the accuracy of any invoice delivered by the University, the State shall, within thirty (30) business days of receipt, deliver a written notice and explanation of such dispute to the University. The University shall meet with State to review the invoice and account within twenty (20) business days.

ARTICLE VI
RESPONSIBITIES AND INSURANCE

6.1 Responsibilities of the Parties. The University shall be solely and entirely responsible for its acts and omissions and for the acts and omissions of the University employees, agents, or subcontractors in connection with the performance of the Agreement. The State shall be solely and entirely responsible for its acts and omissions and for the acts and omission of State employees, agents, or subcontractors in connection with the performance of this Agreement.

6.2 Workers' Compensation. The University shall procure and maintain in full force and effect workers' compensation insurance or self-insurance covering its employees while those persons are engaged in performing the Services.

6.3 Liability Insurance. The University shall carry comprehensive general liability insurance or self-insurance with limits of not less than one million dollars ($1,000,000) per occurrence, combined single limit for bodily injury and property damage in a form mutually acceptable to both Parties to protect the University and State employees and agents against liability or claims of liability which may arise out of the University's provision of Deliverables and or Services under this Agreement. Except where the State has approved a subcontract with other insurance provisions, the University must require all subcontractors to purchase and maintain the same insurance coverage the University is required to carry. Alternatively, the University may include a subcontractor under its insurance (which is subject to State approval). The failure of a subcontractor to comply with insurance requirements does not limit the University's liability or responsibility. The State is self- insured and will provide a certificate of insurance upon request.

6.4 Insurance Certificates. The University shall provide the State with certificates evidencing all coverage(s) and endorsements including language identifying State employees and agents as additional insured, also listing reference to this interlocal service Agreement (by Agreement date) between the University and the State. The State can only be an additional insured under the University's policy to the extent University is negligent. Failure of the State to make such a request for certificates shall not affect the State's rights under this Article.

ARTICLE VII
COPYRIGHTS AND CONFIDENTIALITY

7.1 Copyright Compliance. The University shall advise the State of any and all programs or materials used or recommended for use by the University to achieve the Deliverables that are subject to any copyright restrictions or requirements. In the event the University fails to advise the State and as a result of the University's use of any such programs or materials under this Agreement, the State is found to be or alleged to be in violation of such copyright restrictions or requirements, then the University must resolve those copyright related issues.

7.2 Confidential Information. Confidential Information is all information of the Parties, except information that is: (a) subject to disclosure under the Federal Freedom of Information Act or the Michigan Freedom of Information Act (FOIA); (b) now available or becomes available to the public without breach of this Agreement; (c) authorized by the discloser in writing to be shared with a third party by the recipient; (d) obtained from a third party or parties having no obligation of confidentiality with respect to such information; (e) required to be disclosed pursuant to federal or state law; or (f) independently developed by the recipient without reference to confidential information of the discloser.

7.3 Protection and Destruction of Confidential Information. Each Party, including the employees, agents, or subcontractors of the University, must use the same care to prevent unauthorized disclosure of Confidential Information as the Parties use to prevent disclosure of its own information of a similar nature, but in no event less than a reasonable degree of care. Neither the University nor the State will: (a) make any use of the Confidential Information of the other except as contemplated by this Agreement; (b) acquire any interest or license in or assert any lien against the confidential information of the other; or(c) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information.

7.4 Disclosure Limited. Each Party will limit disclosure of the other Party's Confidential Information to employees, agents, and subcontractors who must have access to fulfill the purposes of this Agreement. Disclosure to, and use by, a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Agreement; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's scope of responsibility; and (c) the University obligates the subcontractor in a written contract to maintain each Party's Confidential Information in confidence. At the State's request, any employee of the University and of any subcontractor having access to the State's Confidential Information may be required to execute a separate agreement to be bound by the confidentiality requirements of this Section.

7.5 Return or Destruction of Information. Upon termination of this Agreement, both Parties must promptly return the other Party's Confidential Information or, at the discretion of the disclosing Party, certify that the recipient Party has destroyed all of the other Party's Confidential Information.

7.6 Exclusions. If the recipient is required by law to produce the discloser's Confidential Information, the recipient must (a) promptly provide the discloser with notice of the legal request; and (b) assist the discloser in resisting or limiting the scope of the production as reasonably requested by the discloser.

7.7 Security Breach Notification. In the event of a suspected or actual breach, intrusion, or unauthorized access, use or disclosure of Confidential Information, either Party must (a) notify the other Party within two (2) calendar days; (b) promptly cure any deficiencies in its internal

security controls; (c) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures; and (d) cooperate to mitigate the effects.

7.8 Ownership. The State shall own all Deliverables, including but not limited to software procured, created or developed specifically for this project; techniques; and reports. The State shall own all United States and international copyrights, trademarks, patents, or other proprietary rights in the Deliverables. The University shall have a royalty-free license to all Deliverables for research and educational purposes (non-commercial) subject to the requirements set forth in MCL 17.401 and 17.402.

(a) The State owns all data that it makes available to the University or its agents, subcontractors, or representatives. The University may not possess or assert any lien or other right against the State's data. However, the University may use licensed deliverables solely for research and educational purposes in compliance with applicable law.

(b) The State and the University will continue to own their respective proprietary intellectual property developed before entering into this Agreement. Any hardware bought through the University by the State will be owned by the State. Any software licensed through the University specifically for this project shall only be licensed directly to the State.

ARTICLE VIII
NON-DISCRIMINATION AND UNFAIR LABOR PRACTICES

8.1 No Employment Discrimination. In performing this Agreement, neither the University nor the State shall discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The University and State agree that every contract or subcontract entered into for the performance of this Agreement shall contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37. 2101 et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101 et seq.

8.2 Discrimination as Material Breach. Breach of obligations recited in this Article shall be regarded as a material breach of this Agreement.

8.3 Unfair Labor Practices. The State may void this Agreement, if the University or any of its contractors, or subcontractors, appear in the register compiled pursuant to 1980 PA 278, MCL 423.321 *et seq.* (Employers Engaging in Unfair Labor Practices Act.).

ARTICLE IX
MISCELLANEOUS

9.1 Non-Assignment. Neither party may assign this Agreement, nor its rights and duties hereunder, nor any interest herein without prior written consent from the other.

9.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether written or oral, with respect to the subject matter. All appendices referenced in this Agreement are incorporated in their entirety and form part of this Agreement.

9.3 Amendments. None of the terms and provisions of this Agreement may be modified or amended in any way except by an instrument in writing executed by authorized representatives of the University and the State. Amendments to the Agreement must be executed and approved in accordance with Section 9.15.

9.4 Non-Waiver. Failure by either Party at any time to require performance by the other Party or to claim breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach nor affect the validity and operation of this Agreement, nor prejudice either Party with regard to any subsequent action to enforce the terms of this Agreement.

9.5 Notices. All notices and other communications required or permitted under this Agreement must be in writing and shall be effective only upon receipt by the receiving party. Acceptable delivery methods include: hand delivery, email, fax with receipt of transmission, or by mail return

receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to State:
State of Michigan
DTMB - Procurement
530 West Allegan, 2nd Floor
Lansing, MI 48909
(517) 373-6678

State's Agreement Manager-TBD

If to the University:
University Administrative/Contractual Representative
Peter J. Gerard
Associate Director Grants & Contracts
Office of Contract Administration
University of Michigan
2044 Wolverine Tower
3003 S. State St.
Ann Arbor, Mi. 48109-1273
(734) 763-3193
pgerard@umich.edu

University Technical Representative and Agreement Manager
Brian Rowan, PhD
Research Professor
Survey Research Center
Institute of Social Research
University of Michigan
426 Thompson St.
(734) 764-7470
browan@umich.edu

9.6 Agreement Management.

(a) Contact Information and Notice. All contact information for the management of this Agreement is identified in Section 9.5. All changes to a Party's contact information must be submitted in writing to the other Party. All notices given under this Agreement must be in writing and addressed to the other Party as required in Section 9.5, and as updated in writing from time to time.

(b) Each person identified as Agreement Manager in Section 9.5 is the primary contact for all communications for the performance of this Agreement. They are responsible for the MCEE Evaluation Project management in this Agreement. Each Agreement Manager may from time to time jointly, in writing, add to or delete from the Appendices.

9.7 Severability. If any provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected, impaired or prejudiced thereby.

9.8 Force Majeure. Neither Party hereto shall be liable to the other for any loss of business or any other damages caused by an interruption of this Agreement where such interruption is due to war, rebellion or insurrection; an act of God; fire; government statute, order or regulation prohibiting the performance of this Agreement; riots; strikes, labor stoppages, lockouts or labor disputes to the extent such occurrences are not caused by the actions of the Party seeking relief under this Section; or other causes beyond the reasonable and respective control of the University or the State.

9.9 Headings and Titles. Any Article or Section headings in this Agreement are for the convenience of the Parties only and in no way alter, modify, amend, limit or restrict contractual obligations of the Parties.

9.10 Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed to be an original, but all of which constitute one and the same agreement.

9.11 No Third Party Beneficiary. Nothing in this Agreement shall be intended to confer third party beneficiary status or rights, pursuant to MCL 600.1405 or under the common law, to any person or entity that is not a party to this Agreement.

9.12 Governing Law. This Agreement is governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

9.13 Electronic Payment Requirement. Electronic transfer of funds is required for payment. The University is required to register with the State electronically at http://www.cpexpress.state.mi.us.

9.14 Media Releases. News releases (including promotional literature and commercial advertisements) pertaining to this Agreement or the project to which it relates will not be made without prior approval by the State, and only in accordance with the instructions from the State.

9.15 Binding Effect and Effective Date. This Agreement and subsequent amendments are not binding or effective on the Parties until signed by the Parties; approved by the Governor; and filed thereafter with the Secretary of State and the Washtenaw County Clerk. The Effective Date shall be the date the last filing has been accomplished.

9.16 Survival of Certain Terms. Article III, VI, VII, and VIII of this Agreement survive the expiration or termination of this Agreement.

ARTICLE X
AUTHORIZATION

10.1 Signer's Representation.
This Agreement has been duly authorized, executed, and delivered by the Parties and constitutes a legal, valid and binding obligation upon each of them, enforceable in accordance with its terms. Each person placing his or her signature below represents and warrants that he or she is the signatory duly authorized to execute this Agreement on behalf of the State or the University, respectively.

SIGNATURE PAGES FOLLOW

FOR THE REGENTS OF THE UNIVERITY OF MICHIGAN

Dated: SEP 10 2012

Authorized Signature

Timothy P. Slottow,
Executive Vice President &
Chief Financial Officer

Printed Name

University of Michigan Title

Dated: SEP 10 2012

Brian P. Rowan
Burke A Hinsdale Collegiate Professor of Education
Professor of Education, School of Education
Professor of Sociology, College of LS&A and
Research Professor, Survey Research Center, ISR

STATE OF MICHIGAN
Department of Technology, Management and Budget

Dated: 9.1.12

John E. Nixon, Director

Appendix A : Deliverables/Services

Working under the direction and charge of the Michigan Council for Educator Effectiveness (MCEE), the University of Michigan's Institute for Social Research (ISR) will perform the following tasks to implement and evaluate the pilot:

- Identify and request critical information and reports needed from the Michigan Department of Education (MDOE) in order to conduct the pilot study.
- Establish contracts with observation tool vendors (5 Dimensions, Danielson, Marzano, and Thoughtful Classroom) and provide copies of those contracts to the State.
- Implement recruitment of participating school districts, including providing the districts with descriptions of involvement and handling any communication required to obtain their consent.
- Develop a sample design that optimizes district assignment to observation tools and allows the conduct of pilot research activities.
- Facilitate required training of district principals and other administrators on the selected observation tools prior to the start of the in-school observation sessions. Recruit, hire, and train qualified "independent observers" who will partner with principals to complete observation sessions during both the fall and winter semesters, according to the research design.
- Develop a student testing regime, and implement it according to the research design in all participating schools.
- Establish contracts with and coordinate activities with Michigan Educational Assessment Program (MEAP) and American College Testing (ACT) as necessary (a copy of the contract must be provided to the State.
- Develop an electronic sample management system that allows ISR to track all activities associated with the pilot, including all contact attempts and status updates with the participating districts/schools, rostering and linking of students and teachers within the schools, scheduling of paired teacher observation sessions between the independent observers and principals, collection of all data from completed observation sessions across all four protocols, collection of all student testing data across grades K – 12. This system will also be capable of generating progress reports within each domain allowing for regular reporting by component, district, etc.
- Conduct additional data collection activities, such as web-based surveys of teachers and principals in participating and control schools, in-depth case studies, focus groups, etc., under the State's direction.
- Use all pilot data collected to participate in the calculation of student growth measures and value added models.
- Format data summaries and provide them to the State as part of regular progress reporting.
- Provide regular monthly reports to the State for assessment of progress and deliverables. These reports will be developed in conjunction with the State to ensure they meet the needs of the pilot initiative and will contain descriptive as well as data-generated elements.
- Prepare a final report to be submitted to the State that summarizes all pilot activities and provides analyses of the strengths and weaknesses of the included tools – teacher observation protocols, student testing tools, and value added models. This

report will also include a summary and evaluation of costs, and an estimated cost and required resources to implement the recommended protocol state-wide.
- Solicit proposals for a statewide license agreement from each of the observation tool vendors involved in this project. Prices quoted must be valid through October 1, 2014.
- Comply with SOM ESEA waiver submission at (http://www.ed.gov/esea/flexibility/requests).

This is a general description of the deliverables of this project. Additional tasks and deadline requirements may be assigned as the MCEE and the University meets to confirm deliverables and milestones. Although a date has not been established for receipt of the final report from the University, the State expects to receive the final report by mid June 2013.

Brian Rowan will act as the principal investigator and direct all research activities.

Brian Rowan, PhD
Burke A Hinsdale Collegiate Professor of Education, School of Education
Professor of Sociology, College of LS&A
Research Professor, Survey Research Center, ISR
browan@umich.edu
734-764-7470

Stephanie Chardoul will act as the project manager and oversee all research and operational activities.

Stephanie Chardoul
Survey Director
Survey Research Operations, Survey Research Center, ISR
schardou@umich.edu
734-647-4293

Appendix B: Compensation

The Parties will submit a revised Appendix B once the milestone and payment items have been identified.

Itemized Invoices must be submitted to the below address:

State of Michigan
DTMB- Accounts Payable
320 South Walnut Street
Lansing, MI 48933

APPENDIX C – Approved Subcontractors

- 5 Dimensions
- Danielson
- Marzano
- Thoughtful Classroom
- Northwest Evaluation Association (NWEA)
- ACT
- Value-added measurement (VAM) vendors, TBD (chosen by MCEE)