The Center for
Outcomes Based Contracting™
at the Southern Education Foundation

Outcomes Based Contracting (OBC)

Edtech Instructional Intervention Exemplar Contract

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SECTION A: PREAMBLE

This Agreement ("Agreement" herein) is made and entered into effective October 1, 2025 ("Effective Date"), and is by and between [DISTRICT], hereinafter referred to as the "District," and [PROVIDER], hereinafter referred to as the "Provider." The District and Provider both herein individually recognize they may be referred to as a "Party" and collectively as the "Parties". This agreement covers services starting October 1, 2025 and to be completed by May 31, 2026.

BACKGROUND: The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by the District's School Board and administrators. The Board consists of seven elected officials responsible for the adoption of policies, which govern the operation of the District.

The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of state and federal laws and regulations, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District.

The District covers approximately 185 square miles and operates 58 schools. The District serves approximately 18,900 students (the student population changes annually) with approximately 2,150 full time staff (approximately 1,420 teachers) across 3 Pre-K centers, 28 elementary schools, six K–8 schools, eight middle schools, three 6–12 schools, seven high schools, one exceptional student center, one virtual school, two alternative schools, and additional administrative facilities.

WHEREAS, the District is in need of instructional intervention services to improve student outcomes in reading. This is evident through analysis of historical data of the state assessment and can be addressed through this service based on national and Provider-specific data demonstrating the effectiveness of addressing academic learning needs through supplemental instructional intervention.

WHEREAS, the District is committed to the success of all students and is implementing edtech instructional intervention services for 3rd-grade students scoring level 1 (Below Proficiency) on the EOY ELA state assessment.

WHEREAS, this Agreement is structured as an outcomes based contract that includes base payments paid upon the execution of this Agreement and contingent outcomes payments tied to the program success.

WHEREAS, the Provider is determined, based on market research and reference checks to be the best company to provide this service to the District and agrees to perform and carry out the services in an outcomes based contract as outlined in this agreement.

WHEREAS, the parties therefore wish to set forth this understanding in writing in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

_____	_____
Printed District Representative	**Printed Provider Representative**
_____	_____

Signature of District Representative

_____

Date

Signature of Provider Representative

_____

Date

SECTION B: TERMS AND DEFINITIONS

The following OBC terms below will be referenced throughout this Agreement:

All-Inclusive Pricing: Costs are presented as an "all in" price per student. Pricing is inclusive of technology platform access, services, professional development, and any necessary changes or innovations needed to meet student outcomes

Base Payment: Payments that are disbursed for contracted product and service delivery

Contingent Outcomes Payment: Payments that are disbursed as students achieve the agreed-upon outcomes

District: Any organization serving students that enters into a contract with a provider - CMOs, LEAs, regional service centers, county offices of education, state education agencies, etc.

Dosage: The recommended quantity, frequency, duration, and quality of an intervention as derived from research and must be observable, measurable, and easily trackable.

Edtech Instructional Intervention: Curricular-based technology that contains standalone academic content, adaptively targets student needs, and acts as a direct student intervention

Efficacy: The effectiveness of teaching methods, educational programs, interventions, or tools in achieving desired learning outcomes. The extent to which a specific educational technology tool demonstrates its capacity to achieve desired educational outcomes

Implementation Success Plan: Comprehensive plan that outlines the activities needed to support and drive implementation consistent with research-based best practices - designed and driven by the provider with input from the district - including but not limited to implementation timeline and key support milestones; professional learning plans for a variety of audiences; continuous improvement process, including frequency of data / report review; office hours and on-demand resources to support implementation and troubleshoot issues; and an assigned Client Success Manager and supporting Provider team. This plan articulates the responsibilities for all parties to improve implementation and drive towards agreed-upon student outcomes

Interoperability: The seamless, secure, and controlled exchange of data between applications

Metric: How the outcome or dosage is measured (the actual data point)

Minimum Service Requirements: Agreed-upon commitments made between a district and provider that establish baseline service delivery standards necessary for achieving student outcomes

Mutual Accountability: Agreed-upon commitments made between a district and provider, ensuring each party is responsible for the achievement of student outcomes

Mutual Accountability Mechanisms: Clear, predefined remedies for unmet partnership obligations that maintain trust and drive desired outcomes by making roles and responsibilities explicit

Outcome: Growth, gains, achievement, etc.

Outcome Payment Cap: Maximum amount paid for each payment outcome in aggregate

Payment Outcomes: Indicators of student success that are tied to payment

Price per Outcome: Amount paid per student for each payment outcome achieved

Privacy: The secure collection, use, and maintenance of personally identifiable student data; aligned to federal and state laws governing schools and data sharing for the purpose of helping students learn and helping educators improve practice

Process Outcomes: Indicators of student success and program implementation that are used to inform ongoing learning and continuous improvement, but are not tied to payment

Professional Learning Plan: Professional learning is built into the all-inclusive pricing and designed for continuous improvement. Support evolves throughout implementation to reinforce effective use, address emerging challenges, and deepen instructional practice over time.

SECTION C: BACKGROUND

Outcomes based contracting (also known as performance-based contracting) seeks to drive public resources toward high-performing programs and services that achieve measurable, long-term student outcomes. This outcomes based contract includes an upfront base payment and as well as payments contingent to successfully meeting student outcomes.

The Provider is entering into an outcomes based contract with the District, wherein 40% of the overall contract value will be contingent on meeting the agreed-upon student outcomes. A focus on outcomes means the resulting contract will not detail exactly how services are provided. The contract grants the Provider the flexibility to adapt services to better support student needs and drive priority outcomes, ensuring tailored solutions that address the diverse needs of all learners.

The District seeks a research-based instructional intervention service that is consistent with the Five EdTech Quality Indicators and 2025 SETDA EdTech Quality Indicators Guide (i.e., safe, evidence-based, inclusive, usable, interoperable). Districts and school leaders are encouraged to choose evidence-based interventions that have been shown to improve student outcomes. Sites such as the What Works Clearinghouse and Evidence for ESSA provide summaries of evidence on the effectiveness of interventions.

DISTRICT STRATEGIC ALIGNMENT:

The Program aims to improve student outcomes in [3rd grade reading, which directly aligns with the following district strategic priorities:

- **Priority 1: Increase Reading Proficiency in Upper Elementary (Grades 3–5)**
    - Increase the percentage of students scoring Proficient (Level 3+) on the state ELA assessment from ~39% to 55% within two years.
- **Priority 3: Prioritize Support for Students With the Greatest Needs**
    - Expand intervention access for students performing below proficiency (Levels 1–2).
    - Provide targeted support for English Learners and persistently low-growth students.
- **Priority 4: Align Budgeting With Outcomes**
    - Tie instructional investments directly to meaningful student outcomes.
    - Improve transparency and ROI for edtech spending.

Through an outcomes based contract, the District and the Provider will work together to increase student growth and proficiency for the targeted group of students while advancing these district-wide goals.

SECTION D: PROGRAM SCOPE

The section below details the timing and students who will participate in the program.

1. *LENGTH OF PROGRAM*

The program will run approximately 24 weeks, from October 1, 2025 - May 31, 2026 excluding district/state testing windows and holidays. This timeline is consistent with the research from the program demonstrating impact.

2. DOSAGE REQUIREMENTS

Based on the Provider's efficacy research with similar student populations, the intervention must meet the dosage parameters below to support achievement of the target outcomes.

Prescribed Quantity *Specify the total amount of intervention research indicates is necessary for students to make meaningful progress. This may include total minutes, number of lessons, activities, or stories per week or per cycle, based on the target grade band and content area.*	Students will complete 4 lessons per week on the platform.
Structured Frequency *Describe how often and for how long students should engage in the intervention. Include the ideal number of sessions per week and recommended session duration, aligned to research for the identified student population and content area.*	Students will participate in 2 sessions per week, 20 minutes per session, to complete 4 weekly lessons.
Engagement Quality *Identify observable indicators that demonstrate students are interacting with the intervention as intended. These should reflect research-based design principles and signal sufficient cognitive engagement (e.g., pass rates, completion rates, active engagement time).*	Students will remain actively engaged as measured by the platform, for at least 80% of each session and complete at least 80% of assigned lesson activities.
Dosage Measurement *Specify how dosage will be calculated and over what time period (e.g., average minutes per week, total lessons per month, total stories per quarter).*	Dosage will be measured by the average number of lessons completed per student each week.

3. PROGRAM SIZE AND STUDENT POPULATION

The Program will serve 1,420 students. Information about the likely student population is included below. The District shall utilize the Spring 2026 State ELA Assessment to determine baseline data and eligibility for participating students. The District shall determine which students will participate in the Program based on the eligibility requirements. However, note that the makeup of the participating student population finalized by the District and the Provider may not match the table below precisely.

Grade Level of Students	*3rd grade*
Characteristics of Students	*A previous score of level 1 (Below Proficiency) on the 2025 EOY ELA state assessment, but do not currently receive duplicated services for English Language Arts*
Course Enrollment	*3rd grade English Language Arts*
Selection Criteria	• *A previous score of level 1 (Below Proficiency) on the 2025 EOY ELA state assessment* • *Must have a current average daily attendance rate of at least 80%*

Historical Baseline Data	• *% of students achieving an SGP of 50+ on the MOY administration of the NWEA MAP ELA*
	  ○ *Grade 3- 33%*
	• *% of students increasing 1+ performance level from prior-year EOY ELA State Assessment*
	  ○ *Grade 3- 31%*
	• *% of students increasing 2+ performance level from prior-year EOY ELA State Assessment*
	  ○ *Grade 3- 12%*
	• *% of students achieving a Level 3 or higher on EOY ELA State Assessment*
	  ○ *Grade 3- 25%*

Estimated Total Number of Students by School Site	*Number of students participating by school site (3 sites in total):* *School A (417)* *School B (478)* *School C (525)*

4. *IMPLEMENTATION DETAILS*

Implementation will be based on the guidance of the research from the Provider. The primary focus is on the student outcomes, and not on how the program is ultimately operated. As long as the program meets the District's minimum service level requirements, the District is open to any other innovations, methodologies, or value-add components the Provider can offer.

The following implementation plan is a high-level timing of how and when the program will roll out.

Initial Implementation Timeline

Timeframe	Activity
July 2024	Initial kickoff meeting
July 2025	Communications to go out to school leaders and families at participating schools
August 2025	Baseline assessment administered
August 2025	First educator professional learning session held for all teachers
September 2025	Roster of participating students finalized
December 2025	Interim assessment administered
May 2026	EOY assessment administered
June 2026	District receives final data
July 2026	Final outcomes calculated and payments made

SECTION E: Target Student Outcome (Contingent Payment Outcomes)

The table below outlines the outcomes that will be tied to payment, the metrics that will be tracked to assess outcomes achievement, and the timeframe for when they will be assessed. The Provider is entitled to send a representative to observe the assessment administration, as applicable and appropriate.

Payment Outcome	Metric	Assessment timeframe
Payment Outcome 1: NWEA MAP ELA - Typical Growth (MOY)	Student achieves an SGP of 50+ on the MOY administration of the NWEA MAP ELA	December 3 - December 10
Payment Outcome 2: ELA State Assessment - Moderate Growth (EOY)	Student increases 1+ performance level from prior-year ELA State Assessment	May 1 -May 31
Payment Outcome 3: ELA State Assessment - High Growth (EOY)	Student increases 2+ performance levels from prior-year ELA State Assessment	May 1 -May 31
Payment Outcome 4: ELA State Assessment - Achievement (EOY)	Student scores Level 3 or higher on ELA State Assessment	May 1 -May 31

SECTION F: Rate Card and Payment Structure

The District agrees to compensate the Provider as follows. Costs are presented as an “all in” price per student. Pricing is inclusive of technology platform access, services, professional development, and any necessary changes or innovations needed to meet student outcomes. Wraparound services like project management, curriculum development, technology support, etc, are baked into the per-student price.

Costs cover the necessary implementation for Provider to meet contingent payment outcomes based on their research and to support fidelity of implementation. Provider is not to charge the District for any additional measures needed to meet outcomes. The current price is based on a population of 1,420 students. The final cost will be determined and scaled based on the total number of rostered students within the total contract value of $49,700.

1. *BASE PAYMENT*

The Base Payment is determined by the participating students which have been rostered and scheduled for the intervention.

The Total Base Payment will be calculated by the number of active student participants as agreed upon by the Provider, school, and District at the end of the four-week rostering window. The Parties understand and agree that a Base Payment will be no greater than $21 per student pursuant to Section 3 (Rate Card) table herein, and under no circumstances shall the Total Base Payment exceed the maximum indebtedness amount of $29,820 for all Base Payments under this Agreement. Base Payments will be made within 30 days upon receipt of an invoice and District approval that the minimum payment terms have been met during the billing period, e.g., instructional services were delivered.

2. CONTINGENT PAYMENT

Payments other than the Base Payment are collectively the "Contingent Outcomes Payments". These make up 40% of the total contract value. The full Contingent Outcomes Payments and outcomes caps for each are calculated based on the number of active participants as agreed upon by the provider and district within the four-week rostering window. This amount will not exceed $19,880 unless mutually agreed upon by the District and Provider.

The Parties understand and agree that under no circumstances shall the Total Contingent Outcomes Payments exceed the maximum indebtedness amount of $19,880 for all Contingent Outcomes Payments under this Agreement, unless mutually agreed upon by the Parties.

3. RATE CARD

The following rate card highlights the agreed-upon student outcomes, as well as the base payment and contingent payments for this program. The price per outcome is the amount that will be paid per student for each payment outcome achieved. The outcome payment cap is the maximum amount paid for each achieved payment outcome in aggregate.

Rate Card			
Outcome	**Metric**	**Price Per Outcome**	**Outcome Payment Cap**
NWEA MAP ELA Typical Growth (MOY)	Student achieves an SGP of 50+ on the MOY administration of the NWEA MAP ELA	$4	$2,485
ELA State Assessment Moderate Growth (EOY)	Student increases 1+ performance level from prior-year ELA State Assessment	$7	$3,976
ELA State Assessment High Growth (EOY)	Student increases 2+ performance levels from prior-year ELA State Assessment	$21	$6,461
ELA State Assessment Achievement (EOY)	Student scores Level 3 or higher on ELA State Assessment	$23	$6,958

Base Payment	Paid upon technology enablement	$21	$29,820
Total		**$75**	**$49,700**

4. BASE PAYMENT TIMETABLE

Invoicing for Base Payment will be recorded and submitted by the Provider prior to technology enablement at a rate of $21 base payment per student for 50% of the contracted students. Payments will be made within 30 days upon receipt of an invoice.

Invoicing for any remaining Base Payment will be recorded and submitted by the Provider at the conclusion of the four-week rostering window at a rate of $21 base payment per student for any additional students served. Payments will be made within 30 days from invoice to payment days upon receipt of an invoice and District approval that the minimum service requirements have been met during the rostering window.

5. CONTINGENT PAYMENT TIMETABLE

Contingent Payments shall be paid based on the Payment Outcome Timetable below. The Provider will invoice the District for the contingent payments according to the reports provided by the Accountability and Assessment office. District Purchasing Services will administer payment based on the rate card and validated data per the invoice provided by the Provider within 30 days of receipt.

Payment Outcome 1 Timetable		
Milestone	**Persons/Party Responsible**	**Timeline**
Assessment is administered	Individual school sites	December 1 - December 10, 2026
Data validation of MOY NWEA MAP ELA	District Academic Services Accountability & Assessment Team	January 10, 2026
MOY NWEA MAP ELA data reviewed and validated by both parties to determine outcomes based payment	District Academic Services, Accountability & Assessment Team, and the Provider	January 17, 2026
Payment administered based on rate card and validated data	District Purchasing Services	February 15, 2026

Payment Outcome 2 Timetable		
Milestone	**Persons/Party Responsible**	**Timeline**

Assessment is administered	Individual school sites	May 15, 2026 - May 31, 2026
Data validation of EOY ELA State Assessment	District Academic Services Accountability & Assessment Team	June 2026
EOY ELA State Assessment data reviewed and validated by both parties to determine outcomes based payment	District Academic Services, Accountability & Assessment Team, and the Provider	June 2026
Payment administered based on rate card and validated data	District Purchasing Services	July 2026

Payment Outcome 3 Timetable		
Milestone	**Persons/Party Responsible**	**Timeline**
Assessment is administered	Individual school sites	May 15, 2026 - May 31, 2026
Data validation of EOY ELA State Assessment	District Academic Services Accountability & Assessment Team	June 2026
EOY ELA State Assessment data reviewed and validated by both parties to determine outcomes based payment	District Academic Services, Accountability & Assessment Team, and the Provider	June 2026
Payment administered based on rate card and validated data	District Purchasing Services	July 2026

Payment Outcome 4 Timetable		
Milestone	**Persons/Party Responsible**	**Timeline**
Assessment is administered	Individual school sites	May 15, 2026 - May 31, 2026
Data validation of EOY ELA State Assessment	District Academic Services Accountability & Assessment Team	June 2026

EOY ELA State Assessment data reviewed and validated by both parties to determine outcomes based payment	District Academic Services, Accountability & Assessment Team, and the Provider	June 2026
Payment administered based on rate card and validated data	District Purchasing Services	July 2026

6. FEDERAL FUNDING COMPLIANCE

If the District utilizes federal funds for any portion of payments under this Agreement, the Provider agrees to execute and deliver all required Federal Forms, including but not limited to Federal Regulatory Compliance Statements, Certification Regarding Drug-Free Workplace Requirements, Certification Regarding Debarment and Suspension, and Non-Collusion Affidavits.

SECTION G: Process Outcomes

Along with using Payment Outcomes to evaluate Program success and impact, the District recognizes that there are multiple ways in which programs can demonstrate progress and various types of data that can be collected to inform program improvements. The District will partner with the Provider to collect and analyze process outcomes to learn and continuously improve the design and implementation of instructional services. Payments are not contingent on process outcomes and are subject to change throughout the program to best serve the needs of the partnership. Process outcomes are early indicators that help monitor progress toward achieving payment outcomes.

Process outcomes may include additional data that the Provider will collect or may be measured by existing data and assessments that the school and District can access and share. Below is a list of process outcomes agreed upon by the District and Provider:

Process Outcome	Metric	Data Collection Timeframe
Student platform usage (Prescribed Quantity)	Students will complete 4 lessons per week on the platform.	Weekly, Beginning 10/1/25; Ending 5/31/26
Student platform frequency (Structured Frequency)	Students will participate in 2 sessions per week, 20 minutes per session, to complete 4 weekly lessons.	At the end of each session, Beginning 10/1/25; Ending 5/31/26

Student Engagement (Engagement Quality)	Students will remain actively engaged as measured by the platform, for at least 80% of each session and complete at least 80% of assigned activities.	At the end of each session, Beginning 10/1/25; Ending 5/31/26
Session Pass Rate	Student maintains an average session pass rate of 80% of completed sessions	Weekly, Beginning 10/1/25; Ending 5/31/26
Student Session Satisfaction Surveys	Student reports at least 80% satisfaction with the platform	Quarterly, Beginning 10/31/25; Ending 5/3/26
Teacher Satisfaction Surveys	Teacher reports at least 80% satisfaction with the platform and services	Quarterly, Beginning 10/31/25; Ending 5/3/26
Educator Professional Learning Completion	90%+ of assigned educators complete required training sessions within specified timeframes	After each PL session, Beginning 8/15/25; Ending 12/15/25
Platform Uptime	Platform maintains 99%+ availability during instructional hours	Monthly, Beginning 10/01/25; Ending 5/31/26
Technical Support Response Time	Provider responds to 95%+ of support requests within 24 hours	Monthly, Beginning 10/01/25; Ending 5/31/26
Data Reporting Timeliness	Required reports delivered within agreed timeframes 95%+ of the time	Monthly, Beginning 10/01/25; Ending 5/31/26

SECTION H: Data Reporting and Security

The District and the Provider acknowledge that the program's effectiveness relies on the sharing of data to make timely decisions and payments. The following section clarifies the data that will be shared by the District and the security compliance measures that will be followed by both the District and Provider.

1. *DATA PRIVACY AND SECURITY COMPLIANCE*

Provider shall comply and shall assist District in compliance, in all material respects, with federal and state laws and regulations regarding the privacy of information and confidentiality of student records, including, without limitation, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C § 1232g, the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. § 1232h, and the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. § 6501.

Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect District Data from unauthorized disclosure, use, acquisition, destruction, and modification.

[If available, insert a district checklist of compatibility and / or security requirements, e.g. the systems the district will require the platform to be compatible with and/or exchange data with; secure data exchange; data use, and destruction; etc.]

2. *SCHOOL OFFICIAL*

To the extent the Provider has a legitimate educational interest in student educational records and information and must access such records and information in order to provide services to District and its employees, agents, teachers, and students, District designates Provider a "school official" within the meaning of FERPA. The provider will be under the direct control of the District with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined by FERPA. The Provider may use personally identifiable information and education records only for the purpose of performing its obligations under the Agreement and as authorized by the state and federal laws referred to under Data Privacy and Security Compliance above.

3. *DATA ELEMENTS*

The Data Elements table below outlines the data elements for each metric and who will be responsible for collecting and sharing the data.

Data Element	Purpose	Timeline/Frequency	Responsible for Data Collection, Sharing, & Analysis
NWEA MAP ELA	Payment Metric	February 2026	District Teams-Academic Services, Accountability & Assessment Team
EOY ELA State Assessment	Payment Metric	June 2026	District Teams-Academic Services, Accountability & Assessment Team
Student platform usage (Prescribed Quantity)	Process Metric	Weekly	Provider

Student platform frequency (Structured Frequency)	Process Metric	Weekly	Provider
Student Engagement (Engagement Quality)	Process Metric	Weekly	Provider
Session Pass Rate	Process Metric	After every session	Provider
Student Satisfaction Surveys	Process Metric	Quarterly	District Teams-Academic Services, Accountability & Assessment Team
Teacher Satisfaction Surveys	Process Metric	Quarterly	District Teams-Academic Services, Accountability & Assessment Team

SECTION I: Mutual Accountability

OBCs require increased collaboration, and a strong partnership between the District and the Provider is essential to student success. Both parties agree to be held mutually accountable for achieving the outcomes articulated in this contract.

- *DISTRICT RESPONSIBILITIES*

  The District is responsible for providing the necessary accommodations that will enable the services to occur. This includes responsibilities as agreed to by the District and the Provider. The District shall ensure that it complies with all reasonable requests and timelines in the provision of data or other materials required by the Provider to perform its obligations.

1. *Technology Platform and Services*

   Responsibility

   - The District is accountable for maintaining the technology infrastructure necessary to successfully support students' access to the platform.
   - The District is required to ensure students can access the platform, meeting hardware, software, and bandwidth requirements stated by the Provider.
   - The District is required to facilitate students' access to the technology platform and services, as prescribed by the dosage requirements outlined in Section D, including a program start date and total duration

   Remedies:

   - Threshold Issue: If more than 10% of students cannot access the platform due to District technology issues, the District IT liaison and Client Success Manager meet within 5 business days to diagnose access barriers (equipment failure, bandwidth limitations, firewall issues) and test immediate solutions.
   - Implementation Review : If access issues remain unresolved after 15 business days, both parties meet to analyze root causes, and document agreed adjustments with specific responsible parties, deadlines, and interim workarounds.
   - Action Plan: If access issues remain, District submits a corrective plan with technology upgrades, deployment timeline, and responsible staff identified within 10 business days . If issues persist for 30+ days affecting service delivery, District and Provider may mutually agree to remove affected students from roster without Base Payment penalty, or extend contract timeline to account for lost instructional time.

2. *Student Dosage Requirements*

   Responsibility

   - The District is responsible for ensuring students receive the prescribed dosage as outlined in Section D, comprising all four dosage components: prescribed quantity, structured frequency, engagement quality, and dosage measurement.

Remedies:

- Collaborative Meeting: If, for any two-week period, a student's dosage falls below 75% of the required usage, the District implementation lead and the Provider's Client Success Manager will meet within 5 business days to review engagement data, identify barriers (including access and scheduling), and implement short-cycle adjustments.

- Continuous Improvement Review: If dosage remains below 75%, the Parties will, within 15 business days, conduct a joint review of usage data (including by student subgroup and classroom) and adjust supports, which may include additional teacher training, schedule modifications, differentiated implementation strategies, and/or targeted student interventions.

- Action Plan: If dosage remains below 75% after the Continuous Improvement Review, the District will, within 10 business days, submit a written action plan identifying barriers (e.g., schedule conflicts, staff capacity, student engagement) and specifying revised implementation strategies and success metrics.

    - If dosage remains below 75% for six (6) or more consecutive weeks despite documented good-faith implementation of the action plan, the District may be required to pay both Base and Contingent Payments for affected students for the applicable period (e.g., semester, pre-winter break), up to the Contingent Payment caps in the Rate Card.

    - If, despite rigorous attempts, the District is unable to ensure dosage for specific active participants, the District and Provider may mutually agree to substitute alternative students. In such cases, the outcomes of both the original and substitute students will count for purposes of calculating Contingent Payments, but only one (1) Base Payment will apply.

3. *Professional Learning Attendance*

Responsibility:

- The District is responsible for ensuring educator attendance at professional learning sessions.

- The District should ensure 90% or more of participating team members attend all teacher and admin Professional Learning Sessions as outlined in the Implementation Success Plan.

Remedies:

- Engagement Meeting: If fewer than 90% of assigned educators attend required professional learning sessions, the District instructional lead and Provider meet within 5 business days to review attendance barriers, scheduling conflicts, and determine make-up session dates and formats.

- Implementation Review: If attendance remains below 90% after make-up sessions, both parties analyze root causes, including competing priorities, insufficient substitute coverage, unclear expectations, or inadequate communication, and adjust

professional learning format, timing, delivery method, or participation requirements within15 business days.

- Action Plan: If attendance remains below 90% after the Implementation Review, the District submits a plan to ensure 100% participation, including specific strategies such as substitute coverage arrangements, calendar protection, administrative support, or alternative attendance options within 10 business days. Attendance rates below 90% for two consecutive quarters may impact service effectiveness and may require implementation adjustments to ensure intended outcomes are achieved.

4. *Implementation Success Plan Adherence*

Responsibility:

- The District is responsible for adhering to the Implementation Success Plan as outlined in Appendix A.

Remedies:

- Should the Implementation Success Plan not be consistently implemented by the District, including professional learning support, engagement with a Client Success Manager, or participation in continuous improvement activities, the District and Provider may mutually agree on corrective actions to support effective implementation.

- The District, in collaboration with the Provider, will submit a corrective action plan within 10 business days outlining steps to fulfill its responsibilities in the Implementation Success Plan. This may include strategies for improving district participation in professional learning, engagement in program oversight, and responsiveness to provider requests for data or feedback.

- If unforeseen circumstances prevent the District from fully engaging in the plan's implementation, the District must establish an alternative strategy, such as assigning additional personnel to oversee implementation or revising internal workflows to ensure timely communication and decision-making.

- If service disruptions occur for two consecutive months due to challenges in implementing the Implementation Success Plan, the Provider may request adjustments to payment terms to account for the impact of those delays.

- In cases where the District faces extenuating circumstances (e.g., leadership transitions, funding delays, unexpected staffing shortages), the District and Provider may mutually agree to alternative accountability measures that ensure continued progress toward implementation goals without penalizing either party unfairly.

5. *Data Sharing with Provider*

Responsibility:

- The District is accountable for sharing data with the provider to support the Program as needed.

- The District is required to share student attendance, performance, and other reports outlined in Section J (continuous improvement), as allowable by state and federal law, to enable the Provider to deliver instructionally appropriate content to students.

Remedies:

- Data Access Meeting: If the District fails to provide required student data including attendance records, assessment scores, or demographic information within agreed timelines, both parties meet within 5 business days to clarify specific data needs, identify legal or technical barriers, verify FERPA compliance requirements, and establish alternative data-sharing methods or timelines.

- Technical Review : If data sharing remains blocked, both parties engage their respective IT teams and data privacy officers to resolve technical integration issues, clarify state and federal legal requirements, establish secure data transfer protocols, and determine whether data suppression rules or privacy thresholds are preventing sharing within 15 business days.

- Action Plan: If data sharing remains blocked after the Technical Review, the District will submit a data provision plan in 10 business days, including specific datasets to be shared, delivery schedule with dates, file format specifications, security protocols, and responsible staff with contact information. For students where required data is not provided within 30 days and Provider cannot deliver appropriately differentiated or adaptive services as a result, those students may be removed from Contingent Payment calculations, or District may be responsible for outcome payments regardless of actual results since Provider was unable to provide data-informed instruction.

6. *Student Roster Finalization*

Responsibility:

- The District is accountable for finalizing the student roster for participation in the program

- The District will have 4 weeks from the start of the program to finalize the roster of participating students. During this window, the District may add or remove students from the program, in accordance with the student population description in Section D

- Additional Base Payment will be calculated and paid at the conclusion of this four-week window based on the finalized roster

- Any student who is included in the final roster for accessing the technology platform and tools who meets the contingent outcomes will count for the purposes of calculating Contingent Payments

- The District may add eligible students up to the established total number of students, or by mutual agreement of District and Provider, above that number

Remedies:

- Enrollment Meeting (ongoing during 4-week window): District and Provider meet weekly during the first 4 weeks of the program to review enrollment changes, ensure

all eligible students meeting the population criteria are included, process additions and removals according to agreed procedures, and verify data accuracy for billing purposes.

- Late Addition Protocol: Students added to the roster after the 4-week rostering window receive prorated Base Payment calculated from their actual enrollment date rather than the program start date. Students added after week 9 of the program are not eligible for Contingent Payment calculations in the first assessment period but may be included in subsequent assessment periods if they receive adequate program dosage.

- Late Removal Protocol: Students removed from the roster after the 4-week rostering window result in the District paying full Base Payment for those students through the end of the current billing month. Excessive roster fluctuation defined as more than 20% enrollment changes after finalization triggers a special review meeting to assess enrollment forecasting accuracy and may require contract amendment to adjust total student counts or payment terms.

- Should the District be unable to continue to ensure the participation of specific active participants despite rigorous attempts, the District and Provider may mutually agree to substitute alternative students in place of nonparticipating students. Both the old and the new students' outcomes will count for the purposes of calculating Contingent Payments, but only one Base Payment applies

7. Assessment Data for Outcome Calculations

Responsibility:

- The district is responsible for ensuring that each participating student completes the designated assessment(s) within the established testing window, resulting in an available score that can be used for progress monitoring and outcome determination.

Remedies:

- If the district does not ensure that each participating student has a valid assessment score within the agreed-upon testing window, then the district and provider will convene a special review meeting to determine the cause and establish corrective actions, which may include administering make-up assessments or adjusting outcome calculations, student counts, or payment terms.

- *PROVIDER RESPONSIBILITIES*

The Provider is responsible for delivering instructional intervention services for Reading throughout the length of the Program. This includes provider responsibilities as agreed to by the District and Provider. The Provider must also ensure that it engages in timely reporting, communication, responsiveness, and collaboration with the District's requests. In order for the Provider to obtain an outcome payment for a student, the Provider must meet the following minimum service requirements.

1. Data Security and Privacy

Responsibility:

- The Provider is accountable for ensuring student data security and privacy in full compliance with Section H (Data Reporting and Security).
- The Provider will ensure that the platform is available and operational for users without significant downtime, ensuring reliable access to educational resources.
- The provider must maintain secure user authentication mechanisms to verify the identity of users and prevent unauthorized access (single sign-on).
- The platform must be interoperable with the student information system and learning management system.
- The platform must be capable of handling anticipated users and content without significant performance degradation.
- The platform must have security measures, including data encryption, user access controls, and protection against common cyber threats to safeguard user data and privacy.

Remedies:

- Immediate Breach Response: Provider must notify the District within 24 hours of discovering any data breach, privacy violation, or security incident, with preliminary incident report including scope of breach, number and identity of affected users, types of data compromised, and immediate containment actions taken to prevent further unauthorized access.

- Security Assessment: Provider provides comprehensive breach analysis within 72 hours, including detailed affected data elements, timeline of the incident, root cause analysis, notification requirements under state and federal law, and detailed remediation plan, including specific security enhancements to prevent recurrence.

- Resolution and Accountability: Provider pays all costs associated with breach notification to affected families, credit monitoring services if financial data was compromised, legal consultation for affected parties, and technical remediation.

2. *Platform Availability and Technical Support*

Responsibility:

- The Provider will ensure that the platform is available and operational for users without significant downtime, ensuring reliable access to educational resources

- The Provider must respond to technical support requests within 24 hours and resolve issues within 72 hours

- The Provider must provide phone, email, and/or video conference support year-round

Remedies:

- Technical Support Response: If the platform experiences downtime exceeding 2 hours or affects more than 25% of users, Provider immediately notifies District leadership and provides hourly status updates until full service is restored, with estimated restoration time and progress reports on troubleshooting efforts.

- Service Recovery Review : If technical issues recur or extend beyond 8 hours cumulative in any one-week period, both parties meet within 5 business days to review detailed incident reports, analyze root causes including infrastructure limitations or coding errors, and establish enhanced system monitoring, redundancy measures, or backup systems.

- If tracking data shows consistent implementation challenges across multiple schools, both parties will convene a special implementation review session within 15 business days.

3. *Implementation Success Plan*

Responsibility:

- The Provider is accountable for designing and driving the Implementation Success Plan (Appendix A).

- A completed Implementation Success Plan is to be included in the Appendix at contract execution.

- The Implementation Success Plan should include:
    - Professional learning plans for a variety of audiences (e.g., teachers, school administrators, district leaders)
    - The role and contact information for the Client Success Manager and the supporting Provider team
    - Office hours to support implementation and troubleshoot issues
    - Implementation timeline and key support milestones

- The Implementation Success Plan is dynamic by design, serving as a foundation for ongoing innovation. The following timeline must be adhered to:

    - Initial Implementation Success Plan: Included in Appendix A with contract execution

    - Refined Implementation Success Plan: To be completed by the Provider and shared with the District within 90 days of the contract start date

    - Continued Innovations: The Implementation Success Plan will be revisited throughout the Continuous Improvement process (Section J), and edits will be made as innovations are needed to support the program. The Provider is responsible for keeping the Implementation Success Plan updated and reflective of program needs throughout the length of the contract.

Remedies:

- Should the Provider be unable to adhere to the Implementation Success Plan, including delivering required professional learning, maintaining an assigned Client Success Manager and supporting team, providing office hours and implementation supports, meeting key milestones, or participating in the Continuous Improvement process, the District and Provider may mutually agree to implement corrective measures.

- The Provider, in collaboration with the District, will submit a corrective action plan within 10 business days of written notice from the District. The corrective action plan

must outline the specific steps, owners, and timelines the Provider will take to return to compliance with the Implementation Success Plan, including any revised milestones and support commitments.

- If the Implementation Success Plan is not delivered as intended (including missed professional learning, office hours, implementation milestones, or continuous improvement routines), the Provider will, at no additional cost to the District, provide make-up supports reasonably necessary to restore implementation quality (e.g., additional training sessions, coaching supports, expanded office hours, revised timeline with accelerated milestones).

- If the Provider remains noncompliant with key elements of the Implementation Success Plan for two consecutive months, the District may withhold contingent payments until corrective actions are implemented and the Provider has returned to compliance, as evidenced by completion of the corrective action plan milestones.

- In instances where the Implementation Success Plan is not delivered as intended, including professional learning, a Client Success Manager, or a continuous improvement process, the District and Provider may collaboratively identify and implement corrective measures. These measures may include, but are not limited to:

    - If a designated success manager is not actively fulfilling their role, the Provider must assign a qualified replacement within 15 business days and notify the District of the transition plan.

    - If the Provider remains noncompliant with key elements of the Implementation Success Plan for two consecutive months, the District may withhold the contingent payments until corrective actions are implemented."

- If the Provider's noncompliance materially disrupts service delivery or prevents meaningful implementation progress for 2 consecutive months following the corrective action plan period, the District may pursue additional remedies consistent with the contract, which may include revising the Implementation Success Plan timeline, modifying the scope of services, and/or termination for cause (as applicable under the agreement).

4. *Data Reporting*

Responsibility:

- The Provider is accountable for sharing critical data needed to drive strong implementation and monitor progress towards outcomes.

- Provider will share reports at the classroom, school, and district levels - e.g., platform usage, participation, student performance, and other key metrics of engagement and progress as outlined in Section J (Continuous Improvement) - and details their availability, including how they can be accessed by all parties and the frequency with which they update.

- Provider will share data that is aligned to the dosage requirements outlined in Section D and tracks student progress, along with dosage attainment

Remedies:

- Action Plan and Remedies 10 business days: If key reports needed to drive strong implementation and monitor process outcomes are not readily available, the provider

will submit an action plan with enhanced reporting capabilities, data validation protocols, additional staff training on data systems, or staffing adjustments to ensure reliable and timely data delivery.

SECTION J: Continuous Improvement

Continuous improvement workgroups will use data to measure impact and support informed, collaborative, and transparent decision-making by and between the District and the Provider. The District and the Provider will also convene no more frequently than every two weeks in evidence-based continuous improvement meetings, according to the Continuous Improvement Structure table below, to discuss Program implementation, progress on payment and process outcomes, and any challenges to student participation with the goal of mutual problem-solving to achieve District goals.

In service of this partnership, the District and the Provider(s) will engage in collaboration and problem-solving in order to more successfully achieve student outcomes. This includes but is not limited to weekly or bi-weekly data review and regular continuous improvement meetings that incorporate:

- Discussion of program implementation
- Review of process outcome data and progress toward achieving payment outcomes
- Exploring challenges related to student usage
- Informed, collaborative, and transparent decision-making by and between the District and the Provider
- Mutual problem-solving to achieve District goals

The District expects and requires the Provider to ensure the Provider's participants in the continuous improvement discussions are at the proper role and level in the organization to be able to act upon findings expeditiously. The Provider can expect and require the same of the District.

Continuous Improvement Structure			
	1) District Data Review Meeting	**2) District-Provider Coordination Meeting**	**3) District-Provider-School Data Review Meeting**

Purpose	• Discuss monthly data analysis • Highlight trends • Align on data story • Prepare to share with all relevant stakeholders • Follow up on action items from a previous meeting	• Troubleshoot tutoring implementation challenges • Review process outcomes data and make real-time program adjustments • Follow up on action items from a previous meeting	• Support school-level data review story • Identify best practices, challenges, and changes needed to support implementation • Follow up on action items from a previous meeting
Participants	• Academic Services • Accountability & • Assessment	• Academic Services • Provider	• Academic Services • Provider • School Site • Administrator/Coordinator
Timing of touchpoints	Monthly, 1 hour	Bi-Weekly, 1 hour	Monthly, 15-30 min. Per school **Timing to be confirmed in District/Provider Meeting*
Decision-Making	• Determine analyses to share and stories to highlight • Align on topics to discuss with provider	• Collaboratively interpret data • Elevate challenges and align on necessary changes (at school, provider, and district level)	• Elevate challenges and align on necessary changes • Determine what to share with school team and teachers

Section K: Termination

EARLY TERMINATION

If the Payment or process outcomes show that the Program is unsuccessful through no fault of the District, and the Provider is unable to remedy the issues, within 30 days of notice, the District may terminate the Contract early.

TERMINATION FOR CAUSE

The District may terminate this Agreement immediately without prior notice if the Provider fails to perform the Services in a manner satisfactory to the District as per specifications, including delivery as specified within.

APPENDIX

As noted in ***Section I: Mutual Accountability***, the contract will include an Implementation Success Plan.

The plan should include the following elements:

- Implementation timeline and key support milestones
- Professional learning plans for a variety of audiences (e.g., teachers, school administrators, district leaders)
- Office hours and on-demand resources to support implementation and troubleshoot issues
- An assigned Client Success Manager and supporting Provider team with contact information
- Clearly defined responsibilities for both District and Provider for completing each activity in the plan, including specific individuals or roles accountable for each task

Note: The Implementation Success Plan is an evolving document that is designed to support implementation and innovation. The following timeline is to be adhered to to ensure both parties agree on the initial Implementation Success Plan and have room for continued iterations to support the unique context of the program.

- ***Initial Implementation Success Plan:*** Included with contract execution in Appendix A.
- ***Refined Implementation Success Plan:*** To be completed by the Provider and shared with the District within 90 days of the contract start date.
- ***Continuous Improvement:*** The Implementation Success Plan will be revisited throughout the Continuous Improvement process, and edits will be made as adjustments are needed to support the program. The Provider is responsible for keeping the Implementation Success Plan updated and reflective of program needs throughout the length of the contract.