

**Delaware Talent Attraction Initiative  
Statement of Agreement**

This Agreement ("Agreement") is entered into as of July 1, 2012 ("Effective Date"), and will end on August 31, 2013, by and between the State of Delaware, Department of Education, hereafter referred to as DDOE, and Education First Consulting, LLC, hereafter referred to as Education First.

WHEREAS, DDOE desires to develop full-service human capital management services for select participating schools and LEAs; and

WHEREAS, EDUCATION FIRST desires to provide such services to DDOE on the terms set forth below;

WHEREAS, DDOE and EDUCATION FIRST represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, DDOE and EDUCATION FIRST agree as follows:

**1. Services.**

1.1 EDUCATION FIRST shall perform for DDOE the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.

1.2 Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) DDOE's request for proposals, attached hereto as Appendix C; (c) EDUCATION FIRST's response to the request for proposals, attached hereto as Exhibit A. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.

1.3 DDOE may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by EDUCATION FIRST shall be furnished without the written authorization of DDOE. When DDOE desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it shall notify EDUCATION FIRST, who shall then submit to DDOE a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in the price or the time required by EDUCATION FIRST for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.

1.4 EDUCATION FIRST will not be required to make changes to its scope of work that result in EDUCATION FIRST's costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of either party for an adjustment under Section 1 of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment.

## **2. Payment for Services and Expenses.**

2.1 The term of the initial contract shall be from July 1, 2012, through August 31, 2013.

2.2 DDOE will pay EDUCATION FIRST for the performance of services described in Appendix A, Statement of Work. The fee will be paid in accordance with the payment schedule attached hereto as part of Appendix B.

2.3 DDOE's obligation to pay EDUCATION FIRST for the performance of services described in Appendix A, Statement of Work will not exceed the fixed fee amount of \$222,000. It is expressly understood that the work defined in the appendices to this Agreement must be completed by EDUCATION FIRST and it shall be EDUCATION FIRST's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. DDOE's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in DDOE's purchase order(s) to EDUCATION FIRST.

2.4 EDUCATION FIRST shall submit invoices to DDOE, in accordance with Appendix B, in sufficient detail to support the services provided during the previous period. DDOE agrees to pay those invoices within thirty (30) days of receipt. In the event DDOE disputes a portion of an invoice, DDOE agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide EDUCATION FIRST a detailed statement of DDOE's position on the disputed portion of the invoice within thirty (30) days of receipt. DDOE's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle EDUCATION FIRST to charge interest on the overdue portion at no more than 1.0% per month or 12% per annum. All payments should be sent to *EDUCATION FIRST, P.O. BOX 22871, SEATTLE< WA 98122-0871.*

2.5 Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by EDUCATION FIRST. If an Appendix specifically provides for expense reimbursement, EDUCATION FIRST shall be reimbursed only for reasonable expenses incurred by EDUCATION FIRST in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.

2.6 DDOE is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.

2.7 DDOE shall subtract from any payment made to EDUCATION FIRST all damages, costs and expenses caused by EDUCATION FIRST's negligence, resulting from or arising out of errors or omissions in EDUCATION FIRST's work products, which have not been previously paid to EDUCATION FIRST.

2.8 Invoices shall be submitted to:

Michelle Kriss  
Administrative Secretary, Project Management Office (PMO)  
Delaware Department of Education  
John G. Townsend Building  
401 Federal Street, Suite 2  
Dover, DE 19901  
Phone No. (302) 735-4120  
Fax No. (302) 739-7768

### **3. Responsibilities of EDUCATION FIRST.**

3.1 EDUCATION FIRST shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by EDUCATION FIRST, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, EDUCATION FIRST shall follow practices consistent with generally accepted professional and technical standards. EDUCATION FIRST shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform with DTI standards, EDUCATION FIRST shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform with DTI standards. EDUCATION FIRST shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by EDUCATION FIRST's failure to ensure compliance with DTI standards.

3.2 It shall be the duty of the EDUCATION FIRST to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. EDUCATION FIRST

will not produce a work product that violates or infringes on any copyright or patent rights. EDUCATION FIRST shall, without additional compensation, correct or revise any errors or omissions in its work products.

3.3 Permitted or required approval by DDOE of any products or services furnished by EDUCATION FIRST shall not in any way relieve EDUCATION FIRST of responsibility for the professional and technical accuracy and adequacy of its work. DDOE’s review, approval, acceptance, or payment for any of EDUCATION FIRST’s services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and EDUCATION FIRST shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by EDUCATION FIRST’s performance or failure to perform under this Agreement.

3.4 EDUCATION FIRST shall appoint a Lead Program Coordinator who will manage the performance of services under the direction of an EDUCATION FIRST Partner. All of the services specified by this Agreement shall be performed in accordance with Appendix A by EDUCATION FIRST’s associates and employees or subcontractors (as noted below) under the supervision of the Project Manager and Partner. The anticipated positions and contributions anticipated include:

<b>Team Member</b>	<b>Title</b>	<b>Budgeted Project Hours</b>
Craig Chin	Consultant	80
Katie Cour	Senior Consultant	218
Anand Vaishnav	Senior Consultant	129
Amanda Perkins Walsh	Consultant	128
William Porter	Partner	139
Regina Riley	Policy Analyst	214
Administrative support		16
KSA-Plus Communications	Communications/Design	<i>for communications planning services described in Appendix A</i>

3.5 Designation of persons for each position is subject to review and approval by DDOE. Should the staff need to be diverted off the project for what are now unforeseeable circumstances, EDUCATION FIRST will notify DDOE immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by DDOE. If EDUCATION FIRST fails to make a required replacement within 30 days, DDOE may terminate this

Agreement for default. Upon receipt of written notice from DDOE that an employee of EDUCATION FIRST is unsuitable to DDOE for good cause, EDUCATION FIRST shall remove such employee from the performance of services and substitute in his/her place a suitable employee.

3.6 EDUCATION FIRST shall furnish to DDOE's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

3.7 EDUCATION FIRST agrees that its officers and employees will cooperate with DDOE in the performance of services under this Agreement and will be available for consultation with DDOE at such reasonable times with advance notice as to not conflict with their other responsibilities.

3.8 EDUCATION FIRST has or will retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the State of Delaware or any other political subdivision of the State.

3.9 EDUCATION FIRST will not use DDOE's name, either express or implied, in any of its advertising or sales materials without DDOE's express written consent.

3.10 The rights and remedies of DDOE provided for in this Agreement are in addition to any other rights and remedies provided by law.

#### **4. Time Schedule.**

4.1 A project schedule is included in Appendix A.

4.2 Any delay of services or change in sequence of tasks must be approved in writing by DDOE.

4.3 In the event that EDUCATION FIRST fails to complete the project or any phase thereof within the time specified in the Contract, or with such additional time as may be granted in writing by DDOE, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, DDOE shall suspend the payments scheduled as set forth in Appendix A.

#### **5. State Responsibilities.**

5.1 In connection with EDUCATION FIRST's provision of the Services, DDOE shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.

5.2 DDOE agrees that its officers and employees will cooperate with EDUCATION FIRST in the performance of services under this Agreement and will be available for consultation with EDUCATION FIRST at such reasonable times with advance notice as to not conflict with their other responsibilities.

5.3 The services performed by EDUCATION FIRST under this Agreement shall be subject to review for compliance with the terms of this Agreement by DDOE's designated representatives. DDOE representatives may delegate any or all responsibilities under the Agreement to appropriate staff members, and shall so inform EDUCATION FIRST by written notice before the effective date of each such delegation.

5.4 The review comments of DDOE's designated representatives may be reported in writing as needed to EDUCATION FIRST. It is understood that DDOE's representatives' review comments do not relieve EDUCATION FIRST from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.

5.5 DDOE shall, without charge, furnish to or make available for examination or use by EDUCATION FIRST as it may request, any data which DDOE has available, including as examples only and not as a limitation:

- a. Copies of reports, surveys, records, and other pertinent documents;
- b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other document, and information related to the services specified by this Agreement.

EDUCATION FIRST shall return any original data provided by DDOE.

5.6 DDOE shall assist EDUCATION FIRST in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Agreement.

5.7 EDUCATION FIRST will not be responsible for accuracy of information or data supplied by DDOE or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.

5.8 DDOE agrees not to use EDUCATION FIRST's name, either express or implied, in any of its advertising or sales materials. EDUCATION FIRST reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.

## **6. Work Product.**

6.1 All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by EDUCATION FIRST for DDOE relating to the services to be performed hereunder shall become the property of DDOE and shall be delivered to DDOE's designated representative upon completion or termination of this Agreement, whichever comes first. EDUCATION FIRST shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by DDOE. DDOE shall have the right to reproduce all documentation supplied pursuant to this Agreement.

6.2 EDUCATION FIRST retains all title and interest to the data it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does not conflict with DDOE's rights to the materials, information and documents developed in performing the project. Upon final payment, DDOE shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of all materials in which EDUCATION FIRST retains title, whether individually by EDUCATION FIRST or jointly with DDOE. Any and all source code developed in connection with the services provided will be provided to DDOE, and the aforementioned right and license shall apply to source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.

6.3 In no event shall EDUCATION FIRST or its subcontractors be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, EDUCATION FIRST shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.

6.4 Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by EDUCATION FIRST prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of EDUCATION FIRST even if such Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. DDOE's rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

## **7. Confidential Information.**

To the extent permissible under 29 *Del. C.* § 10001, et seq., the parties to this

Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled or prepared in connection with the performance of this Agreement.

## **8. Warranty.**

8.1 EDUCATION FIRST warrants that its services will be performed in a good and workmanlike manner. EDUCATION FIRST agrees to re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.

8.2 Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by EDUCATION FIRST for DDOE in connection with the provision of the Services, EDUCATION FIRST shall pass through or assign to DDOE the rights EDUCATION FIRST obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

## **9. Indemnification; Limitation of Liability.**

9.1 EDUCATION FIRST shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of (A) the negligence or other wrongful conduct of the EDUCATION FIRST, its agents or employees, or (B) EDUCATION FIRST's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided as to (A) or (B) that (i) EDUCATION FIRST shall have been notified promptly in writing by DDOE of any notice of such claim; and (ii) EDUCATION FIRST shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

9.2 If DDOE promptly notifies EDUCATION FIRST in writing of a third party claim against DDOE that any Deliverable infringes a copyright or a trade secret of any third party, EDUCATION FIRST will defend such claim at its expense and will pay any costs or damages that may be finally awarded against DDOE. EDUCATION FIRST will not indemnify DDOE, however, if the claim of infringement is caused by (1) DDOE's misuse or modification of the Deliverable; (2) DDOE's failure to use corrections or enhancements made available by EDUCATION FIRST; (3) DDOE's use of the Deliverable in combination with any product or information not owned or developed by EDUCATION FIRST; (4) DDOE's distribution, marketing or use for the benefit of third parties of the Deliverable or (5) information, direction, specification or materials provided by Client or any third party. If any Deliverable is, or in EDUCATION FIRST's opinion is likely to be,

held to be infringing, EDUCATION FIRST shall at its expense and option either (a) procure the right for DDOE to continue using it, (b) replace it with a noninfringing equivalent, (c) modify it to make it noninfringing. The foregoing remedies constitute DDOE's sole and exclusive remedies and EDUCATION FIRST's entire liability with respect to infringement.

9.3 DDOE agrees that EDUCATION FIRST' total liability to DDOE for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited to contract liability or EDUCATION FIRST negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed fees paid to EDUCATION FIRST.

In no event shall EDUCATION FIRST be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought, and even if EDUCATION FIRST has been advised of the likelihood of such damages.

## **10. Employees.**

10.1 EDUCATION FIRST has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by EDUCATION FIRST in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor DDOE's request for specific individuals.

10.2 Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section 10.2, "Personnel" includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the services.

10.3 Possession of a Security Clearance, as issued by the Delaware Department of Public Safety, may be required of any employee of EDUCATION FIRST who will be assigned to this project.

## **11. Independent Contractor.**

11.1 It is understood that in the performance of the services herein provided for, EDUCATION FIRST shall be, and is, an independent contractor, and is not an agent or

employee of DDOE and shall furnish such services in its own manner and method except as required by this Agreement. EDUCATION FIRST shall be solely responsible for, and shall indemnify, defend and save DDOE harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

11.2 EDUCATION FIRST acknowledges that EDUCATION FIRST and any subcontractors, agents or employees employed by EDUCATION FIRST shall not, under any circumstances, be considered employees of DDOE, and that they shall not be entitled to any of the benefits or rights afforded employees of DDOE, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. DDOE will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of DDOE or any of its officers, employees or other agents.

11.3 EDUCATION FIRST shall be responsible for providing liability insurance for its personnel.

11.4 As an independent contractor, EDUCATION FIRST has no authority to bind or commit DDOE. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.

## **12. Suspension.**

12.1 DDOE may suspend performance by EDUCATION FIRST under this Agreement for such period of time as DDOE, at its sole discretion, may prescribe by providing written notice to EDUCATION FIRST at least 30 working days prior to the date on which DDOE wishes to suspend. Upon such suspension, DDOE shall pay EDUCATION FIRST its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. EDUCATION FIRST shall not perform further work under this Agreement after the effective date of suspension. EDUCATION FIRST shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from DDOE to resume performance.

12.2 In the event DDOE suspends performance by EDUCATION FIRST for any cause other than the error or omission of the EDUCATION FIRST, for an aggregate period in excess of 30 days, EDUCATION FIRST shall be entitled to an equitable adjustment of the compensation payable to EDUCATION FIRST under this Agreement to reimburse EDUCATION FIRST for additional costs occasioned as a result of such suspension of

performance by DDOE based on appropriated funds and approval by DDOE.

### **13. Termination.**

13.1 This Agreement may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

- a. Not less than 30 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

13.2 This Agreement may be terminated in whole or in part by DDOE for its convenience, but only after EDUCATION FIRST is given:

- a. Not less than 30 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with DDOE prior to termination.

13.3 If termination for default is effected by DDOE, DDOE will pay EDUCATION FIRST that portion of the compensation which has been earned as of the effective date of termination but:

- a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and
- b. Any payment due to EDUCATION FIRST at the time of termination may be adjusted to the extent of any additional costs occasioned to DDOE by reason of EDUCATION FIRST's default.
- c. Upon termination for default, DDOE may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event EDUCATION FIRST shall cease conducting business, DDOE shall have the right to make an unsolicited offer of employment to any employees of EDUCATION FIRST assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.

13.4 If after termination for failure of EDUCATION FIRST to fulfill contractual obligations it is determined that EDUCATION FIRST has not so failed, the termination shall be deemed to have been effected for the convenience of DDOE.

13.5 The rights and remedies of DDOE and EDUCATION FIRST provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

**13.6 Gratuities.**

13.6.1 DDOE may, by written notice to EDUCATION FIRST, terminate this Agreement if it is found after notice and hearing by DDOE that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by EDUCATION FIRST or any agent or representative of EDUCATION FIRST to any officer or employee of DDOE with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.

13.6.2 In the event this Agreement is terminated as provided in 13.6.1 hereof, DDOE shall be entitled to pursue the same remedies against EDUCATION FIRST it could pursue in the event of a breach of this Agreement by EDUCATION FIRST.

13.6.3 The rights and remedies of DDOE provided in Section 13.6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**14. Severability.**

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

**15. Assignment; Subcontracts.**

15.1 Any attempt by EDUCATION FIRST to assign or otherwise transfer any interest in this Agreement without the prior written consent of DDOE shall be void. Such consent shall not be unreasonably withheld.

15.2 Services specified by this Agreement shall not be subcontracted by EDUCATION FIRST, without prior written approval of DDOE.

15.3 Approval by DDOE of EDUCATION FIRST's request to subcontract or acceptance of or payment for subcontracted work by DDOE shall not in any way relieve EDUCATION FIRST of responsibility for the professional and technical accuracy and adequacy of the

work. All subcontractors shall adhere to all applicable provisions of this Agreement.

15.4 EDUCATION FIRST shall be and remain liable for all damages to DDOE caused by negligent performance or non-performance of work under this Agreement by EDUCATION FIRST, its subcontractor or its sub-subcontractor.

15.5 The compensation due shall not be affected by DDOE's approval of the EDUCATION FIRST's request to subcontract.

**16. Force Majeure.**

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

**17. Non-Appropriation of Funds.**

17.1 Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated DDOE may immediately terminate this Agreement, and absent such action this Agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

17.2 Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and DDOE's obligations under it shall be extinguished at the end of the fiscal year in which the State of Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

**18. State of Delaware Business License.**

EDUCATION FIRST and all subcontractors represent that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2301.

**19. Complete Agreement.**

19.1 This agreement and its Appendices shall constitute the entire agreement between DDOE and EDUCATION FIRST with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of this agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with

respect to the subject matter of this Agreement.

19.2 If the scope of any provision of this Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

19.3 EDUCATION FIRST may not order any product requiring a purchase order prior to DDOE's issuance of such order. Each Appendix, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this Agreement for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

## **20. Miscellaneous Provisions.**

20.1 In performance of this Agreement, EDUCATION FIRST shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. EDUCATION FIRST shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.

20.2 Neither this Agreement nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

20.3 The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

20.4 EDUCATION FIRST covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. EDUCATION FIRST further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

20.5 EDUCATION FIRST acknowledges that DDOE has an obligation to ensure that public funds are not used to subsidize private discrimination. EDUCATION FIRST

recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, DDOE may declare EDUCATION FIRST in breach of the Agreement, terminate the Agreement, and designate EDUCATION FIRST as non-responsible.

20.6 EDUCATION FIRST warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, DDOE shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

20.7 This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.

20.8 EDUCATION FIRST shall maintain all public records, as defined by 29 *Del. C.* § 502(7), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 *Del. C.* Ch. 5. During the term of this Agreement, authorized representatives of DDOE may inspect or audit EDUCATION FIRST's performance and records pertaining to this Agreement at the EDUCATION FIRST business office during normal business hours.

## **21. Insurance.**

21.1 EDUCATION FIRST shall maintain the following insurance during the term of this Agreement:

- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law, **and**
- b. Comprehensive General Liability - \$1,000,000.00 per person/\$2,000,000 per occurrence, **and**
- c. Automotive Liability Insurance covering hired and non-owned automotive units used in pursuit of the work with a combined single limit of not less than \$500,000.

21.2 EDUCATION FIRST shall provide forty-five (45) days written notice of cancellation or material change of any policies.

21.3 Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows: Delaware Department of Education, 401 Federal Street, Suite 2, Dover, Delaware, 19901.

21.4 In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

**22. Assignment of Antitrust Claims.**

As consideration for the award and execution of this contract by the State, EDUCATION FIRST hereby grants, conveys, sells, assigns, and transfers to DDOE all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the State pursuant to this contract.

**23. Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. EDUCATION FIRST consents to jurisdiction venue in the State of Delaware.

**24. Notices.**

Any and all notices required by the provisions of this Agreement shall be in writing and shall be mailed, certified or registered mail, return receipt requested. All notices shall be sent to the following addresses:

CONTRACTOR:                      Jeff Morgan  
   Chief Operating Officer  
   EDUCATION FIRST  
   PO Box 22871  
   Seattle, WA 98122

DDOE:                                      Karen Field Rogers  
   Associate Secretary, Financial Reform & Resource Mgmt.  
   Delaware Department of Education  
   John G. Townsend Building  
   401 Federal Street, Suite 2  
   Dover, DE 19901  
   Phone No. (302) 735-4040  
   Fax No. (302) 739-7768

DOE Certificated Staff coordinating activity:

Christopher N. Ruszkowski

Next Page for Signatures.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

Education First

Delaware Department of Education

\_\_\_\_\_  
Marc Frazer  
Partner

\_\_\_\_\_  
Karen Field Rogers  
Associate Secretary, Financial Reform &  
Resource Management

7/18/12  
Date

7/17/12      \_\_\_\_\_  
Date      Initial Finance Director

\_\_\_\_\_  
Christopher N. Ruszkowski  
Chief Officer, Teacher & Leader  
Effectiveness Unit

6/29/2012      \_\_\_\_\_  
Date      Initial Work Group  
Director

**DELAWARE TALENT ATTRACTION INITIATIVE**  
**Appendix A**

**Statement of Work**  
**Education First**  
June 27, 2012

Over a 14-month period (July 1, 2012, to August 31, 2013), Education First will complete the following phases of work and deliverables for the Delaware Department of Education to support its new Delaware Talent Attraction Initiative. We have budgeted for an estimated total of 968 consulting hours by Education First consultants to complete the work described below, of which 175 hours is allocated across all phases to provide client-directed support for the complementary Talent Retention Initiative and Component V elements of the new teacher evaluation system. In addition, our scope of work assumes three trips to Delaware for in-person meetings over the course of this project, and subcontracted communications research, planning and design services provided by KSA-Plus Communications.

Education First will perform the work in six phases:

- **Phase 1: Develop program parameters and design features (estimated July 1—August 31, 2012)**

This first phase of work is devoted to mapping out the parameters and design features of the Talent Attraction Initiative in collaboration with DDOE officials, a proposed advisory committee and a partner organization (subcontractor), KSA-Plus Communications.

During this phase, Education First plans to complete these key activities, unless otherwise directed by DDOE:

- Prepare detailed project work plan and timeline
- Plan and lead project planning “kick-off” meeting with Education First and DDOE
- Advise DDOE on recruiting advisory committee that can provide counsel from diverse stakeholders on decision points throughout the process
- Review successes and challenges of year one of the Talent Retention initiative as a basis for the Talent Attraction initiative
- Research and identify key features of similar initiatives nationally to inform design of Delaware initiative; ascertain specific program needs (and possible limitations or considerations for Delaware)
- Plan and facilitate advisory committee meeting to seek feedback on proposed program design parameters
- Finalize and present program design recommendations and based on feedback from DDOE and advisory committee
- Provide ongoing support, strategic advice and counsel to DDOE on Year 2 design and implementation of Talent Retention Initiative and Component V

In addition, Education First and KSA-Plus Communications plan to complete these activities, unless otherwise directed by DDOE:

- Conduct up to three focus groups with teachers eligible for the bonuses to inform a communications/marketing campaign, including (what do they know about the program, what would make it more attractive, what the key participation barriers are, what could be done to mitigate those barriers, how best to reach eligible teachers, etc.)<sup>1</sup>

The work will result in the following deliverables:

- Recommended design features, requirements and description of the new Talent Attraction Initiative (documented in PPT file and/or memo)
- Summary report/memo with findings and recommendations from teacher focus groups
- Summary report/memo analyzing key features of similar talent transfer programs being tested in other states and school districts
- Ongoing support—as directed by DDOE—for the state’s Talent Retention Initiative and Component V, including such activities as developing subsequent lists of eligible schools, researching and recommending changes to the program as teachers in other subject areas are evaluated by DPAS II, providing recommendations on teacher of record policies, etc.

- **Phase 2: Develop recruiting and marketing campaign (estimated September 1—October 31, 2012)**

This phase is devoted to developing basic marketing messages that appeal to targeted teachers and creating a basic design “look and feel” for the Initiative. In addition, we will support DDOE and its website developers in designing a modest but attractive website that can serve as the communications hub for the Initiative, including providing key information and materials and linking to a teacher enrollment database.

During this phase, Education First and KSA-Plus Communication plan to complete these key activities, unless otherwise directed by DDOE:

- Specify key marketing messages for the Initiative
- Develop an “FAQ” document that responds to key teacher questions or concerns and one other basic marketing document (such as a brochure)<sup>2</sup>
- Create an overall design style for the Initiative
- Provide advice to DDOE’s website developer on the design of a dedicated website<sup>3</sup>

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<sup>1</sup> DDOE or in-state partners would be expected to take the lead in recruiting participants and securing meeting space. Education First and KSA-Plus Communications will develop the focus group protocol, conducting the groups and analyzing the results.

<sup>2</sup> DDOE will be expected to create all other needed communications and marketing materials for the Initiative (such as press releases, PowerPoint presentations, etc.), although KSA-Plus Communications will be available to review and edit, as needed. Layout and printing costs are not included in this scope of work.

- Provide ongoing support, strategic advice and counsel to DDOE on Year 2 design and implementation of Talent Retention Initiative and Component V

This work will result in the following deliverables:

- Document for DDOE reference listing core, recommended messages to communicate about the Initiative
- Document for DDOE reference identifying basic design “look and feel” template with graphic style guide to guide overall Initiative communications
- At least one piece of collateral, such as a basic marketing brochure, which combines messages and design, and an “FAQ” document for the initiative
- Ongoing support—as directed by DDOE—for the state’s Talent Retention Initiative and Component V, including such activities as developing subsequent lists of eligible schools, researching and recommending changes to the program as teachers in other subject areas are evaluated by DPAS II, providing recommendations on teacher of record policies, etc.

- **Phase 3: Develop criteria and process for selecting teachers for the Initiative (estimated August 1—December 15, 2012)**

This phase of the work focuses on creating, in collaboration with DDOE and the advisory committee, a rigorous interview and application process that evaluates the leadership and collaboration skills of participating teachers. Education First also will collaborate DDOE in preparing application materials.

During this phase, Education First plans to complete these key activities, unless otherwise directed by DDOE:

- Research and identify selection criteria for participating teachers; present findings and advice to DDOE and advisory committee
- Refine criteria and process with DDOE staff
- Collaborate with DDOE staff to draft application materials/packet (for DDOE to distribute) and to prepare draft scoring rubric/selection materials
- Plan and facilitate advisory committee meeting to seek feedback on proposed teacher selection criteria
- Provide ongoing support, strategic advice and counsel to DDOE on Year 2 design and implementation of Talent Retention Initiative and Component V

The work will result in the following deliverables:

- Recommended criteria for selecting teachers to participate in the new Talent Attraction Initiative (documented in PPT file and/or memo)

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<sup>3</sup> DDOE and its website developer will be expected to create, code, host and upload material to the new Initiative website; we will provide advice as needed to support the developer and ensure a website is consistent with the overall “look and feel” of the Initiative’s other communications.

- Summary report/memo with analysis of recruitment options and participant criteria for similar talent transfer programs in other states and school districts
  - Ongoing support—as directed by DDOE—for the state’s Talent Retention Initiative and Component V, including such activities as developing subsequent lists of eligible schools, researching and recommending changes to the program as teachers in other subject areas are evaluated by DPAS II, providing recommendations on teacher of record policies, etc.
- **Phase 4: Forecast teacher placement needs and model financial options (estimated September 1—January 31, 2013)**

This phase focuses on conducting significant financial modeling and forecasting to answer questions around the number of schools in the low-performing category and how many teacher vacancies there are in those schools; what teacher shortages Delaware is experiencing/can expect; and what percentage of teachers would be interested in an initiative like this, among others.

Although Education First has experience with financial modeling, we may seek to engage a subcontractor (Craig Chin, as noted in main body of this contract) for this work in an effort to best meet the needs of DDOE.

During this phase, Education First plans to complete these key activities, unless otherwise directed by DDOE:

- Research teaching force in state and likely teacher-candidate pool for Initiative
- Create model scenarios for state investments in additional salary/bonuses and professional development based on different scenarios about teacher accepted to the Initiative and schools participating
- Support DDOE in identifying candidate schools and placement options
- Provide ongoing support, strategic advice and counsel to DDOE on Year 2 design and implementation of Talent Retention Initiative and Component V

This work will result in the following deliverables:

- Presentation of up to three scenarios for state investment in the Initiative
  - Summary of recruitment and selection decisions made by DDOE (presented in Excel spreadsheets and/or memo format)
  - Ongoing support—as directed by DDOE—for the state’s Talent Retention Initiative and Component V, including such activities as developing subsequent lists of eligible schools, researching and recommending changes to the program as teachers in other subject areas are evaluated by DPAS II, providing recommendations on teacher of record policies, etc.
- **Phase 5: Develop plan for high-quality professional development for teachers in the program (estimated November 1, 2012—April 30, 2013)**
- This phase focuses on selecting the best and most appropriate professional development supports for teachers participating in the Initiative.

During this phase, Education First plans to complete these key activities, unless otherwise directed by DDOE:

- Research and identify exemplar professional development efforts, including DDOE's TNTP resources
- Synthesize and present findings and recommendations to DDOE and advisory committee
- Plan and facilitate advisory committee meeting to seek feedback on recommended professional development efforts
- Finalize and present recommended professional development efforts based on feedback from DDOE and advisory committee
- Provide ongoing support, strategic advice and counsel to DDOE on Year 2 design and implementation of Talent Retention Initiative and Component V

This work will result in the following deliverables:

- Recommended professional development plan to support teachers participating in program (documented in PPT file and/or memo)
  - Summary report/memo with analysis of professional development options provided by similar talent transfer initiatives in other states and school districts
  - Ongoing support—as directed by DDOE—for the state's Talent Retention Initiative and Component V, including such activities as developing subsequent lists of eligible schools, researching and recommending changes to the program as teachers in other subject areas are evaluated by DPAS II, providing recommendations on teacher of record policies, etc.
- **Phase 6: Project Close Out, Technical Assistance and Troubleshooting (estimated timeline April 1 – August 31, 2013)**

This phase focuses on providing ongoing support and troubleshooting after the Initiative has begun.

During this phase, Education First plans to complete these key activities, unless otherwise directed by DDOE:

- Assess and document successes and challenges of the project
- Provide technical assistance to DDOE as the Talent Attraction Initiative transitions from design and launch to an ongoing state program
- Provide ongoing support, strategic advice and counsel to DDOE on Year 2 design and implementation of Talent Retention Initiative and Component V

This work will result in the following deliverables:

- Survey template to capture participants' assessment of professional development opportunities and training to support placement in new schools
- Support—as directed by DDOE—for the state's Talent Retention Initiative and Component V in general, including such activities as developing subsequent lists of eligible schools, researching and recommending changes to the program as teachers in other subject areas are evaluated by DPAS II, providing recommendations on teacher of record policies, etc.

### **PROJECT OUTCOMES**

In order to appropriately evaluate the effectiveness of the Delaware Talent Attraction Initiative, Education First and DDOE will work together to aim for several programmatic goals and milestones. Tentative goals include:

- Target launch of key program details and participant application by November 1, 2012
- 25% or more of eligible “highly effective” teachers apply to the program
- 75% of those who apply commit to the initiative
- 75% of those who commit to the initiative start in new schools in Fall 2013
- 85% of participants report that training prepared them well for success at the end of pre-service training and at the end of their first year of teaching

## DELAWARE TALENT ATTRACTION INITIATIVE

### Appendix B

#### Payment Appendix

##### Education First

June 27, 2012

Total payment for this Agreement with Education First will not exceed the amount **\$222,000** for the term of July 1, 2012 to August 31, 2013.

#### **Payment by DDOE**

DDOE agrees to compensate Education First a maximum of \$222,000 for the services and related expenses described in this Agreement, which includes Education First payment to subcontractor KSA-Plus Communications and anticipated travel expenses.

#### **Payment Appendix**

Payments will occur in six installments, linked to deliverables created under six (6) separate phases of work described in Appendix A. "Requested documentation" denotes all documents requested by DDOE for the purposes of Race to the Top (RTTT) reporting.

It is understood that one phase may cost more or less than the estimated payments below, in order to give DDOE maximum flexibility to deploy hours and resources as the project evolves and new or unanticipated needs are identified.

Education First will invoice DDOE according to the following estimated payment schedule:

1. *On August 31, 2012:* Total payment of \$64,575 for "Phase 1: Develop program parameters and design features." This amount includes as estimated 223 hours for Education First to complete deliverables as well as estimated 115 hours for KSA-Plus Communications. This payment encompasses the following deliverables described in Appendix B, evidenced through requested documentation pertaining to each:
  - o Recommended design features, requirements and description of the new Talent Attraction Initiative (documented in PPT file and/or memo)
  - o Summary report/memo with findings and recommendations from teacher focus groups
  - o Summary report/memo analyzing key features of similar talent transfer programs being tested in other states and school districts
  - o Ongoing support—as directed by DDOE—for the state's Talent Retention Initiative, including such activities as developing subsequent lists of eligible schools, researching and recommending changes to the program as teachers in other subject areas are evaluated by DPAS II, providing recommendations on teacher of record policies, etc.
  
2. *On October 31, 2012:* Total payment of \$41,750 for "Phase 2: Develop recruiting and marketing campaign." The amount includes an estimated 96 hours for Education First hours to complete deliverables as well as an estimated 115 hours for KSA-Plus Communications. This payment encompasses the following deliverables, evidenced through requested documentation pertaining to each:

- Document for DDOE reference listing core, recommended messages to communicate about the Initiative
  - Document for DDOE reference identifying basic design “look and feel” template with graphic style guide to guide overall Initiative communications
  - At least one piece of collateral, such as a basic marketing brochure, which combines messages and design, and an “FAQ” document for the initiative
  - Ongoing support—as directed by DDOE—for the state’s Talent Retention Initiative and Component V, including such activities as developing subsequent lists of eligible schools, researching and recommending changes to the program as teachers in other subject areas are evaluated by DPAS II, providing recommendations on teacher of record policies, etc.
3. *On December 15, 2012:* Total payment of \$41,025 for “Phase 3/Develop criteria and process for selecting teachers for the Initiative.” This amount includes estimated 233 hours for Education First to complete deliverables. This payment encompasses the following deliverables described in Appendix B, evidenced through requested documentation pertaining to each:
- Recommended criteria for selecting teachers to participate in the new Talent Attraction Initiative (documented in PPT file and/or memo)
  - Summary report/memo with analysis of recruitment options and participant criteria for similar talent transfer programs in other states and school districts
  - Ongoing support—as directed by DDOE—for the state’s Talent Retention Initiative and Component V, including such activities as developing subsequent lists of eligible schools, researching and recommending changes to the program as teachers in other subject areas are evaluated by DPAS II, providing recommendations on teacher of record policies, etc.
4. *On January 31, 2013:* Total payment of \$27,150 for “Phase 4: Forecast teacher placement needs and model financial options.” This amount includes estimated 164 hours for Education First to complete deliverables. This payment encompasses the following deliverables, evidenced through requested documentation pertaining to each:
- Presentation of up to three scenarios for state investment in the Initiative
  - Summary of recruitment and selection decisions made by DDOE (presented in Excel spreadsheets and/or memo format).
  - Ongoing support—as directed by DDOE—for the state’s Talent Retention Initiative and Component V, including such activities as developing subsequent lists of eligible schools, researching and recommending changes to the program as teachers in other subject areas are evaluated by DPAS II, providing recommendations on teacher of record policies, etc.
5. *On April 30, 2013:* Total Payment of \$32,625 for “Phase 5: Develop plan for high-quality professional development for teachers in the program.” This amount includes an estimated 177 hours for Education First to complete deliverables. This payment encompasses the following deliverables, evidenced through requested documentation pertaining to each:
- Recommended professional development plan to support teachers participating in program (documented in PPT file and/or memo)

- Summary report/memo with analysis of professional development options provided by similar talent transfer initiatives in other states and school districts
  - Ongoing support—as directed by DDOE—for the state’s Talent Retention Initiative and Component V, including such activities as developing subsequent lists of eligible schools, researching and recommending changes to the program as teachers in other subject areas are evaluated by DPAS II, providing recommendations on teacher of record policies, etc.
6. *On August 31, 2013:* Final payment of \$14,875 for “Phase 6: Close Out, Additional Technical Assistance and Troubleshooting.” This amount includes an estimated 75 hours for Education First to complete deliverables. The payment encompasses the following deliverables, evidenced through requested documentation pertaining to each:
- Survey template to capture participants’ assessment of professional development opportunities and training to support placement in new schools
  - Support—as directed by DDOE—for the state’s Talent Retention Initiative and Component V in general, including such activities as developing subsequent lists of eligible schools, researching and recommending changes to the program as teachers in other subject areas are evaluated by DPAS II, providing recommendations on teacher of record policies, etc.

The payment Appendix is summarized in Table 1 on the next page.

#### **Acceptance Process and Criteria**

Education First and KSA-Plus Communications typically will produce two versions of each final deliverable for review by DDOE. For each draft, DDOE will make any requested changes in writing within a timeframe mutually agreed with Education First and/or KSA-Plus Communications; Education First and/or KSA-Plus Communications will revise the deliverable and submit on the agreed-upon due date. DDOE will accept or reject the final deliverable within five (5) business days after due date. If DDOE rejects the deliverable, DDOE will provide a detailed written critique of the deliverable, the rationale for rejecting, and detailed changes that Education First and/or KSA-Plus Communications must make to ensure acceptance. DDOE will accept deliverable upon submission of deliverable with requested changes.

The proposed due date for the completion of all deliverables in each phase of work is detailed above and in Table 1. As part of Phase 1, Education First will develop a detailed, cohesive workplan in consultation with DDOE that specifies exact due dates for both drafts and final versions throughout the project. This plan will be updated as needed during the project to reflect any needed course corrections.

If the scope of the project changes, if the project is delayed extensively, or if the role of Education First or KSA-Plus Communications expands beyond the elements included in the statement of work detailed in Appendix A, the project scope, budget and Appendix will need to be renegotiated.

**TABLE 1: Estimated Payment Appendix**

<b>Phase</b>	<b>Invoice Date</b>	<b>Payment Due</b>	<b>Estimated hours for Education First</b>	<b>Estimated hours for KSA-Plus Communications</b>
<i>Phase 1: Develop program parameters and design features</i>	August 31, 2012	\$64,575	223	115
<i>Phase 2: Develop recruiting and marketing campaign</i>	October 31, 2012	\$41,750	96	115
<i>Phase 3: Develop criteria and process for selecting teachers for the Initiative</i>	December 15, 2012	\$41,025	233	--
<i>Phase 4: Forecast teacher placement needs and model financial options</i>	January 31, 2013	\$27,150	164	--
<i>Phase 5: Develop plan for high-quality professional development for teachers in the program</i>	April 30, 2013	\$32,625	177	--
<i>Phase 6: Close Out, Additional Technical Assistance and Troubleshooting</i>	August 31, 2013	\$14,875	75	--
<b>TOTALS</b>		<b>\$222,000</b>	<b>968</b>	<b>230</b>