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Contract No.: CSP903214
Eff. Date: 03/28/14

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

AMENDMENT FOR CHANGE
AMENDMENT NO. 2

TO: OHIO DEPARTMENT OF EDUCATION
FROM: ROBERT BLAIR, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES
SUBJECT: CONTRACT FOR VALUE-ADDED ANALYSIS AND REPORTING

Attached are pages 2 and 4 to this contract. Remove these pages from the existing contract and replace with the attached pages on the effective and/or revision date.

This amendment is issued to clarify details for the Auditor's Findings Update.

All other prices, terms and conditions remain unchanged.

Questions regarding this Amendment and/or the Requirements Contract may be directed to:

Therese Gallego, CPPB
therese.gallego@das.ohio.gov

This Amendment, the main Requirements Contract and any additional amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

Affected Contractor(s):

94684
SAS Institute Inc.
100 SAS Campus Drive
Cary, NC 27513
richard.frederick@sas.com

MUTUALLY AGREED-UPON REVISIONS

The Ohio Department of Education (ODE) requested an amendment to this contract to address specific needs that have developed since the implementation of the original contract: primarily the Auditor of State investigation into several school districts regarding data reporting issues in the 2011 school year. To address these needs, two additional deliverables are added to the contract.

1. Auditor's Findings Data Update.

Introduction

ODE shall update data based on information from the Auditor of State Findings. This data will include student level attribution to their accountable schools and districts for state level OAA testing. ODE will submit these student level updates for school years for 2010-2011 and later 2011-2012. Up to four revisions will be conducted by the Contractor due to ODE having this information at different times. Multiple districts will have schools included in the student level updates. Final web updates will occur with the 2014 regular update. Below are the details that have been discussed between SAS and ODE.

*Details

After receiving the updated data, the Contractor will re-run its statistical analysis to provide new value-added metrics for state accountability and the student level projections for federal accountability. All other data within those districts will remain unchanged. Updates will also be made for the current year 2013 value-added metrics since those do include multiyear trend that would be impacted by changing prior year data. This will only impact the overall accountability metrics using three year averages in the current year. Again, this will only impact schools that have students who have changed attribution.

Such analysis is dependent upon the State's delivery of modified data in a form mutually agreeable to the parties to adjust the existing longitudinal database. Once such data is received by Contractor, Contractor will perform the following:

- A. Contractor will use such new data to re-calculate the value-added measures for all schools and districts impacted for the year in question as well as the current year three year average measures.
- B. Contractor will also use such new data to update the projections used for federal accountability for students in schools that were impacted.
- C. Files containing the re-calculated value-added measures for state accountability will be delivered to the State in a form mutually agreeable to the parties.
- D. Files containing the re-calculated student level projections for federal accountability will be delivered to the State in a form mutually agreeable to the parties.

MUTUALLY AGREED-UPON CLARIFICATION TO TERMS AND CONDITIONS

5.3.3 Ownership of Deliverables

Contractor shall use SAS software products ("Software") to provide EVAAS analyses and reporting, including but not limited to any web reporting and any specialized or customized report formats or data analyses, showing analyses of student achievement data for potential summative and formative use from test data ("Reports"). Contractor hereby grants the State a limited, nontransferable, nonexclusive, royalty-free license to (i) use any website established and maintained by Contractor, (ii) receive the benefits of the Software, via the Reports, used by Contractor to produce the Reports, and (iii) use any Reports delivered to the State pursuant to the Contract. The Reports, Contractor's time, and the licenses granted herein shall be the sole deliverables provided to the State hereunder. Nothing herein grants the State a license to access or use the Software.

Contractor shall retain exclusive ownership of the Software, any web site established by Contractor to deliver any Reports to the State, and the Reports, including any intellectual property rights embodied therein. The license granted with respect to any website established and maintained by Contractor shall terminate upon expiration of this Contract. The licenses granted by Contractor in connection with the right to receive the benefit of the Software, via the Reports, and the use of any Reports, are perpetual. Contractor retains ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated in any Deliverable.

*Indicates change 03/28/14.

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
2	03/28/14	To clarify details for the Auditor's Findings Update.
1	03/18/14	To modify deliverables in response to the Auditor of State Report; to repaginate and, to add Summary of Amendments page.