

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. 4

TO: OHIO DEPARTMENT OF EDUCATION
FROM: ROBERT BLAIR, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES
SUBJECT: CONTRACT FOR OHIO RESIDENT EDUCATOR SUMMATIVE ASSESSMENT

Attached are pages 5, 6 and 8 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 one section of the agreed-upon amendment dated 08/14/13 and to correct one price.

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):

84817
Teachscape, Inc.
P.O. Box 49242
San Jose, CA 95161-9242
mnathan@teachscape.com
mark.atkinson@teachscape.com

9. End-user created content and data. Teachscape shall not own any right, title, or interest in or to any content and data created by the State, or ANY END USERS through the use of the products, services, and related materials provided hereunder (even if such content and data is hosted, stored or transmitted on Teachscape's computers or systems), it being understood that the State shall be responsible for determining ownership of such content and data. In the absence of the State notifying Teachscape otherwise, Teachscape shall be permitted to assume that the State owns all such content and data.
10. All other terms and conditions of the documents that comprise the contract between the State and Teachscape shall remain the same.

AMENDMENT 08/14/13

Teachscape and the State agree to amend Contract CSP904812 to eliminate sections 1 through 4 of the previous licensing agreement (sections 5 through 9 shall remain in effect) and to provide the State with the revised services and materials in the performance of the above-referenced Contract. The revised services, detailed in the updated proposal submitted by Teachscape dated 07/22/13, are organized as follows:

1. Program Management. Services to include procedures for managing the project, psychometric leadership and a business analysis.
2. Software Development. Services to include scoring software development and assignment software development.
3. Online Training Materials. Develop materials for both assessor and participant training.
4. Master Coding. Services to include training of master coders and master coding of selected participant tasks and artifacts.
5. Teachscape Product Support. Train and provide support staff.
6. Instrument Development and Research. Services shall include the following deliverables:
 - a. Manage the standard setting process
 - b. Facilitate advisory design group meetings
 - c. Perform the reliability and validity analysis
 - d. Provide results from the reliability and validity analysis in the technical report
 - e. Provide recommendations for updating the RESA based on results of reliability and validity analysis
 - f. Update the Handbook for Completing RESA
 - g. Update the Handbook for Implementing the RESA
 - h. Present results of reliability/validity and standard setting process to the Ohio Technical Advisory Committee in early June 2014.
 - i. Recommend instrument and passing standard to the Educator Standards Board in June 2014 to be forwarded to the State Board of Education for adoption by September 2014.
7. Managing Assignments. Services include implementing technology systems, detailed processed and managing the staff responsible for creating the scoring assignments.
8. Assessor Costs. Services to include assessor training and assessor scoring.
9. Student Surveys.

*ODE agrees to the use of assessors outside Ohio only if there are insufficient qualified assessors within the state. ODE and Teachscape shall mutually agree on a protocol for teachers that submit portfolios without video. Teachscape will require assurance from teachers but shall have no responsibility to confirm that teachers who submit portfolios with video have obtained the appropriate parental permissions. Software developed as part of this contract, and any amendments to this contract, constitutes Teachscape's exclusive Intellectual Property. Teachscape is not liable for any legal challenges brought by any educator related to the RESA program, unless that challenge is a direct result of malfeasance on the part of Teachscape. Teachscape shall ensure that all copyright holders to the RESA Instrument and Handbook are licensed to ODE free of charge through June 30, 2019. Teachscape and ODE shall have exclusive authority to decide the final contents of the RESA Instrument and Handbook. All other terms and conditions of the documents that comprise the contract between the State and Teachscape shall remain the same.

*indicates change 09/10/13.

The parties agree to the financial schedule submitted on 7/30/13 that the type of, and cost for, services and materials through the term of the Contract are as follows:

Description	Period	Cost
1. Program Management	07/01/13 – 06/30/14 07/14/14 – 06/30/15 07/01/15 – 06/30/16 07/01/16 – 06/30/17	\$ 466,817.00 \$ 764,383.00 \$ 205,200.00 \$ 205,200.00
2. Software Development	07/01/13 – 06/30/14 07/14/14 – 06/30/15 07/01/15 – 06/30/16 07/01/16 – 06/30/17	\$ 206,280.00 \$ 782,200.00 \$ 303,600.00 \$ 303,600.00
3. Online Training Materials	07/01/13 – 06/30/14 07/14/14 – 06/30/15 07/01/15 – 06/30/16 07/01/16 – 06/30/17	\$ 216,040.00 \$ 43,208.00 \$ 43,208.00 \$ 43,208.00
4. Master Coding	07/01/13 – 06/30/14 07/14/14 – 06/30/15 07/01/15 – 06/30/16 07/01/16 – 06/30/17	\$ 386,080.00 \$ 386,080.00 \$ 289,560.00 \$ 289,560.00
5. Teachscape Product Support	07/01/13 – 06/30/14 07/14/14 – 06/30/15 07/01/15 – 06/30/16 07/01/16 – 06/30/17	\$ 185,840.00 \$ 185,840.00 \$ 185,840.00 \$ 185,840.00
6. Instrument Development and Research	07/01/13 – 06/30/14 07/14/14 – 06/30/15 07/01/15 – 06/30/16 07/01/16 – 06/30/17	\$ 42,000.00 \$ 42,000.00 \$ 42,000.00 \$ 42,000.00
Total Before Scoring Costs	07/01/13 – 06/30/14 07/14/14 – 06/30/15 07/01/15 – 06/30/16 07/01/16 – 06/30/17	\$1,503,057.00 \$2,203,711.00 \$1,069,408.00 \$1,069,408.00
7. Managing Assignments	07/01/13 – 06/30/14 07/14/14 – 06/30/15 07/01/15 – 06/30/16 07/01/16 – 06/30/17	\$ 574,880.00 \$ 431,160.00 \$ 258,696.00 \$ 258,696.00
8. Assessor Cost	07/01/13 – 06/30/14 07/14/14 – 06/30/15 07/01/15 – 06/30/16 07/01/16 – 06/30/17	\$1,334,063.00 \$1,334,063.00 \$1,334,063.00 \$1,334,063.00
Total Scoring Costs	07/01/13 – 06/30/14 07/14/14 – 06/30/15 07/01/15 – 06/30/16 07/01/16 – 06/30/17	\$1,908,943.00 *\$1,765,223.00 \$1,592,759.00 \$1,592,759.00
9. Student Survey	07/01/13 – 06/30/14 07/14/14 – 06/30/15 07/01/15 – 06/30/16 07/01/16 – 06/30/17	\$ 288,000.00 \$ 288,000.00 \$ 288,000.00 \$ 288,000.00

*Indicates change 09/10/13.

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
4	09/10/13	To clarify one section of the agreed-upon amendment dated 08/14/13 and to correct one price.
3	08/12/13	To revise the previous licensing agreement and provide the State with revised services and materials for the performance of this contract.
2	11/07/12	To provide the State with appropriate software licenses, services and materials in the performance of this contract.
1	08/20/12	To adjust cost for License Assessment Tools for FY13 and correct Offeror's Total "Not to Exceed" Cost.