

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

REQUIREMENTS CONTRACT: LITERACY EDUCATOR TRAINING: DEVELOPING LITERACY LEADERSHIP TEAMS' CAPACITY FOR COMPREHENSIVE INSTRUCTIONAL IMPROVEMENT

CONTRACT No.: CSP903008

EFFECTIVE DATES: 02/08/08 to 06/30/11

The Department of Administrative Services has accepted Proposals submitted in response to Request for Proposal (RFP) No. CSP903008 that opened on October 17, 2007. The evaluation of the Proposal responses has been completed. The Offerors listed herein have been determined to be the highest ranking Offeror and have been awarded a Contract for the services listed. The respective Proposal response including, Contract Terms & Conditions, any Proposal amendment, special Contract Terms & Conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Contract.

This Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated, or cancelled in accordance with the Contract Terms and Conditions.

This Contract is available to the Ohio Department of Education (ODE) as applicable.

The ODE is eligible to utilize the contracted services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that the agency will purchase the volume of services as advertised in the Request for Proposal.

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

Dana L. King, CPPB at:
dana.king@das.state.oh.us

This Contract and any Amendments thereto are available from the DAS Web site at the following address:



www.ohio.gov/procure

Contract Requirement Synopsis. This Contract is for a professional development model which focuses on training school leadership teams and building sustainable capacity within schools designated in School Improvement (SI) status and other schools with an identified literacy need. In summary, the Contractor shall:

1. Develop effective leadership strategies.
2. Communicate and work together effectively.
3. Use student performance data to establish goals for improving instruction.
4. Set student performance indicators against which to monitor progress.
5. Sustain interest and engagement in the process over time.

The model shall be applicable to all schools, kindergarten through grade 12, with an emphasis on encouraging the participation of high-need middle and high schools.

Mutually agreed upon Clarifications and Modifications.

1. The general Terms and Conditions for the Contract are contained in Attachment Three of the RFP for Project. The Contract consists of:
 - a. The original RFP and any addendums.
 - b. The documents and materials incorporated by reference in the RFP.
 - c. The Contractors' Proposals, as amended, clarified, and accepted by the State.
 - d. The documents and materials incorporated by reference in the Offerors' Proposal and subsequent accepted clarifications.
 - e. Any related amendments issued subsequent to Contract award.
2. The ODE and the Contractor shall notify the DAS, Office of Procurement Services within ten (10) business days in the event of a change in personnel, financial, or contact information.
3. The Contractor shall provide the DAS Office of Procurement Services updated insurance and DMA forms for the respective Contractor's organization on an annual basis, or as appropriate when changes go into effect.
4. Ohio Ethics and Elections Law.
 - a. Ethics Law

Contractor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. Section 3517.13.

In accordance with Executive Order 2007-01S, Contractor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the State of Ohio.

Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

- b. Political Contributions

The Contractor affirms that, as applicable to the Contractor, all personal and business associates are in compliance with Chapter 3517 of the Revised Code regarding limitations on political contributions and will remain in compliance for the duration of the Contract and with all applicable provisions that extend beyond the expiration of the Contract.

5. Equal Employment Opportunity. The Contractor will comply with all state and federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive Orders.
6. The State will pay only for services rendered.
7. All Contractor invoices shall be submitted to:

The Ohio Department of Education
ATTN: Office of Literacy, Director (Angela Sangeorge)
25 S. Front St., Mail Stop 210
Columbus, OH 43215-4183

8. The Contractor shall primarily provide professional development consulting services that are proprietary to the Contractor and which constitute pre-existing materials. To the extent that there is any state of Ohio specific customization of any deliverable pursuant to this RFP, The Contractor agrees that such customization will be owned by the state of Ohio, subject to The Contractor's ownership of the underlying pre-existing materials incorporated therein. The Contractor does not anticipate the customization of any existing documentation or development of any new documentation in connection with this RFP. Any customization is likely to come at the time of implementation and to affect the process rather than any deliverable.

The Contractor (Pearson) owned services/deliverables proposed by the Contractor relate to identified school districts within the State, and are not reflective of a statewide grant of rights or commensurate compensation. The grant should be limited to the right to use and distribute all Contractor owned pre-existing materials incorporated in the custom-developed deliverable, not to modify or sell such materials. The right is limited to use and distribution within the school districts that are receiving its professional development consulting services. It is beyond the scope of the grant of rights for the state of Ohio to sell and/or modify any Contractor owned deliverable and/or use it on a statewide basis.

A license with conditions of use shall be required to continue to use the LLT model. The expectation is that the aforementioned license shall be detailed in an Amendment to the Contract or a work order which would govern the continuation of the LLT project in the 52 schools (52 based on Contractor Clarifications) and expansion of the Project to other Ohio schools, so that expectations, obligations, standards and costs will be clear to both ODE and the Contractor.

Examples of those included in a license granted to ODE by means of a modification document include, but are not limited to:

- a. An annual review of the progress and findings of the project to provide both parties with the option to require changes based on Project progress and findings.
 - b. For as long as they serve as RLCs, the original RLCs will participate in a Contractor-led summer institute, in monthly meetings to discuss strategies, results and problems and in an annual evaluation of the project and the RLCs efforts. This training and evaluation will be required for RLCs to maintain their certification and related access to the LLT content.
 - c. Newly added RLCs would require full training, to be done by the Contractor or by certified original RLCs under the guidance of the Contractor. RLCs trained by Contractor to provide LT Advisor services may do so only within the scope of the ODE grant and its extensions, and only within the state of Ohio.
 - d. RLCs are prohibited from contracting privately with Ohio schools or schools in other states for LT services.
9. The services and content that are included in the Contract are intended for, and limited to, use with specific schools participating in this grant-funded program. The Contractor is not granting the state of Ohio a statewide grant of rights to use the content.
 10. The Contractor is granting ODE, the right to use the services and proprietary content provided by the Contractor, not to modify, distribute or sell the Contractor's content. This permission relates only to the

schools that are using the specific Contractor Learning Teams Advisor services outlined in the proposal and not to any other schools in Ohio.

Pre-existing Contractor content used in the course of the services will continue to be owned by Contractor, even if it is incorporated into development work undertaken as part of this Project. The Contractor anticipates that there might be new content developed in the course of work on the Project. Any such “within project” development work will be brought to ODE’s attention, and then ownership of the new content will be negotiated on a case-by-case basis before the development takes place. In all such instances ownership will be decided by mutual agreement. to additional schools beyond those served by the grant.

11. The cost for meeting space for RLCs is covered, by ODE, at approximately one (1) day/month. School site meetings and Regional Administrator meetings will be held at schools sites which require no costs. All other facilities, summer and winter institutes, will be covered by Project budget (Contractor). Monthly Regional Administrators meetings will be held regionally (not centrally in Columbus) and school site locations shall be used for these meetings.
12. The Contractor and the Ohio Department of Education shall jointly own and have unlimited right to use created video content both in connection with the model and otherwise. Should the opportunity for videotaping or need arise, the following protocol will be followed:

Any and all videotaping by ODE or the Contractor shall be undertaken only upon mutual agreement by both parties and on a case by case basis.

The Contractor shall handle ownership of video also on a case by case basis. When ODE and the Contractor mutually agree to videotaping, who pays for it and who owns it will be clarified between the parties and reduced to writing. The party who pays will own the intellectual property and copyrights and the other party will have the right to perpetual use of the video as defined in paragraph c) below.

The Contractor shall support such video training to be used by and for training of future RLCs for use as training tools for new trainees in other ODE schools. In recognition of the value of the proprietary materials and content that will be used in the trainings, the Contractor shall require releases from the persons depicted in any such filming. In similar recognition of The Contractor’s content and know-how, that will be utilized in the film, the Contractor will expect ODE to agree that it will not make commercial use of the film either on its own or with a third party, or allow the film to be used outside of the state of Ohio.

13. Reporting Requirements are shown in the following table:

Reporting Deliverable	Description	Due Date
Quarterly Reports	Quarterly Reports shall address progress to date and shall summarize data collected between reports. These reports shall be cumulative, building upon each other toward each year’s Annual Report.	<p style="text-align: center;">2008</p> March 2008, September 2008, December 2008 <p style="text-align: center;">2009</p> March 2009, September 2009, December 2009 <p style="text-align: center;">2010</p> March 2010, September 2010, December 2010 <p style="text-align: center;">2011</p> March 2011
Annual Reports	Four (4) Annual Reports shall address progress to date and shall summarize findings of the Project year. This Annual Report shall be completed and delivered to ODE before the release of funding for the next fiscal year.	June 2008 June 2009 June 2010 June 2011

14. OAKS Item ID Number: 12854
 UNSPSC Category Code: 86000000 (Education and Training Services).

15. Cost Summary:

Year/Fiscal Year	Number of schools served	Number of RLCs trained	Total Fiscal Year Cost to ODE
1 / (2008)	8	Up to 48	\$1,497,109
2 / (2009)	32	Up to 48	\$1,500,000
3 / (2010)	52	Up to 48	\$1,500,000
4 / (2011)	52	Up to 48	\$1,500,000
Contract Total Values	144		\$5,997,109

CONTRACTOR INDEX

TERMS: Net 30 Days

CONTRACTOR AND TERMS:

CONTRACT NO.: CSP903008-1 (06/30/11)

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 Pearson Education, Inc.
 dba Achievement Solutions
 2701 Ocean Park Blvd., Ste. 220
 Santa Monica, CA 90405

CONTRACTOR'S CONTACT:

Name of Contact:
 Kevin McCarthy
 Contractor Address Information:

Telephone: (310-664-2328)
 e-mail: Kevin.mccarthy@pearson.com

Remit to address:

Pearson Education, Inc.
 P.O. Box 409496
 Atlanta, GA 30384