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

MANDATORY USE CONTRACT FOR: OHIO RESIDENT EDUCATOR SUMMATIVE ASSESSMENT

CONTRACT NUMBER: CSP904812

EFFECTIVE DATES: 12/09/11 TO 06/30/15
* Renewal through 06/30/17

The Department of Administrative Services has accepted Proposals submitted in response to Request for Proposal (RFP) No. CSP904812 that opened on October 19, 2011. The evaluation of the Proposal responses has been completed. The Offeror listed herein has been determined to be the highest ranking Offeror and has 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 Services Contract.

This Requirements 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 Requirements Contract is available to the Ohio Department of Education as applicable.

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

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

Therese Gallego, CPPB
therese.gallego@das.state.oh.us

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

www.ohio.gov/procure

*Indicates renewal effective 07/01/16.

COST SUMMARY FORM

Ohio Resident Summative Assessment
CSP904812

UNSPSC CATEGORY CODE: 86000000

OAKS ITEM NUMBER: 20066

Description	Period	Cost
Develop And Design Performance-Based Teacher Assessments, Tools And Protocols	09/01/11 – 06/30/12 07/01/12 – 06/30/13	$ 211,500.00 $ 20,000.00
Design And Conduct Field Test Of Prototypes And Make Revisions	01/01/12 – 06/30/12 07/01/12 – 06/30/13	$ 10,000.00 $ 273,680.00
Support Implementation Of Assessment Tools And Protocols	07/01/12 – 06/30/13 *07/01/13 – 06/30/14 07/01/14 – 06/30/15	$ 43,200.00 $ 0.00 $ 0.00
License Assessment Tools	07/01/12 – 06/30/13 *07/01/13 – 06/30/14 *07/01/14 – 06/30/15	$ 83,900.00 $ 0.00 $ 0.00
Project Total	09/01/11 – 06/30/12 07/01/12 – 06/30/13 *07/01/13 – 06/30/14 *07/01/14 – 06/30/15	$ 221,500.00 $ 420,780.00 $ 0.00 $ 0.00
*Offeror's Total "Not to Exceed" Cost		$ 642,280.00

*Indicates change 08/14/13.

All costs must be in U.S. Dollars.
The State will not be responsible for any costs not identified.
There will be no additional reimbursement for travel or other related expenses.

Amendment 11/07/12:

Teachscape and the State agree to amend Contract No. CSP904812 to provide the State with appropriate software licenses, services and materials in the performance of the above-referenced Contract. The parties agree that the type of, and cost for, the software licenses, services and materials through the term of the Contract are as follows:

1. Teachscape Professional Services. Teachscape will provide the State the following licenses, services and materials:

   A. Fiscal Year 2012-13:

Service Item	Price
Teachscape Reflect™ System Annual License • Annual license, valid for one year from license activation date • Access to Reflect Video Observation Tool. • Unlimited technical support by email and toll-free phone during help desk hours, per Teachscape's support policies.	Number of Units: 700 Subtotal: $49,000.00

Framework for Teaching Training Annual License • *Rater Training Program*. Includes framework training and training to minimize bias • *Scoring Practice Materials*. Includes video examples benchmarked by experienced raters with detailed feedback on performance level indicators and scoring rationale to guide further study • *Proficiency Test (2012 Edition)*. Tests raters to rate teaching practice accurately, objectively and consistently (one test, two attempts per license)	Number of Units: 100 Subtotal: $34,900.00
TOTAL PRICE	$83,900.00

B. Fiscal Year 2013-14

Service Item	Price
Teachscape Reflect™ System Annual License • Annual license, valid for one year from license activation date • Access to Reflect Video Observation Tool. • Unlimited technical support by email and toll-free phone during help desk hours, per Teachscape's support policies.	Number of Units: 4781 users Subtotal: $334,670.00
Framework for Teaching Training Annual License • *Rater Training Program*. Includes framework training and training to minimize bias • *Scoring Practice Materials*. Includes video examples benchmarked by experienced raters with detailed feedback on performance level indicators and scoring rationale to guide further study • *Proficiency Test (2012 Edition)*. Tests raters to rate teaching practice accurately, objectively and consistently (one test, two attempts per license) • *Rater Recalibration Program*. Includes framework recalibration to ensure continued inter-rater reliability – for those raters who have already passed initial training	Number of Units: Initial Training: 456 Re-Calibration: 75 Subtotal: $170,319.00
TOTAL PRICE	$504,989.00

Service Item	Price
Teachscape Reflect™ System Individual User 60 Month License • License valid for five years from license activation date • Access to Reflect Video Observation Tool. • Unlimited technical support by email and toll-free phone during help desk hours, per Teachscape's support policies.	Number of Units: Up to 6525 users per year Subtotal: $1,400,000.00
Framework for Teaching Training 60 Month License • *Rater Training Program*. Includes framework training and training to minimize bias • *Scoring Practice Materials*. Includes video examples benchmarked by experienced raters with detailed feedback on performance level indicators and scoring rationale to guide further study • *Proficiency Test (2012 or current Edition)*. Tests raters to rate teaching practice accurately, objectively and consistently (one test, two attempts per license) • *Rater Recalibration Program*. Includes framework recalibration to ensure continued inter-rater reliability – for those raters who have already passed initial training	Number of Units: Up to 209 users per year of initial training system; 516 users per year of recalibration system Subtotal: $600,000.00
TOTAL PRICE	$2,000,000.00

Note: Pricing is inclusive of per diem, associated travel, meals and lodging expenses.

Term of Agreement. The term of this amendment will commence on the issuance of a valid purchase order by the State, and will remain in force until June 30, 2015, unless otherwise terminated, and subject to the terms and conditions set forth in the documents that constitute Contract No. CSP904812. If Contract No. CSP904812 is renewed or extended beyond Fiscal Year 2014-15, the licenses for the software remain in force.

2. Annual Support Fee. The State agrees to pay an annual support fee of $32,000 per year, commencing in Fiscal Year 2014-15. If Contract No. CSP904812 is renewed or extended beyond Fiscal Year 2014-15, the State may exercise the option of continuing to pay an annual support fee at $32,000 per year for each fiscal year for the period of the Contract.

3. Additional Licenses. The State may add additional users to its annual licenses at the following per user rates: Teachscape Reflect, $70 per user; Framework for Teaching Training Initial Training, $349 per user; Framework for Teaching Training Re-Calibration, $149 per user. Teachscape will provision licenses upon request by the State, and invoice the state December 31st and June 30th for additional licenses issued in the prior six (6) months.

4. *Payment Terms. The State shall pay Teachscape the fees as set forth in paragraph 1 subject to the terms and conditions set forth in the documents that constitute Contract No. CSP904812.

   Invoicing and payment. Teachscape shall invoice the State as set forth in the Terms and Conditions of this Contract and the State shall pay Teachscape in the amount as follows:

Payment Schedule (Initial Contract Term)	Amount of Payment (License Assessment Tools Only)
July 1, 2013	$ 504,989.00

   For the period 07/01/13 to 06/30/13, Teachscape shall invoice a monthly amount of $308,333.33 for payment. For the period 07/01/14 to 06/30/15, Teachscape shall invoice a monthly amount of $354,744.50 for payment.

5. Access to Teachscape Website.

   A. During the term of this amendment, Teachscape grants to the State a limited, royalty-free, non-exclusive, non-transferable license to use those elements of the Teachscape website to which the State is given access by Teachscape, in connection with Teachscape's distribution of the services to be delivered pursuant to this amendment. The State understands that use of the Teachscape website by End-Users shall be governed by an End User License Agreement to be entered into and amended from time to time between Teachscape and such End-User, as well as by the Terms of Use and Privacy Policy posted on Teachscape's website. Teachscape reserves the right to terminate an End-User's access to the website if such End-User is in violation of the End User License Agreement; and no such discontinuation shall affect the parties' rights or obligations hereunder.

   B. Scope of Access. This license grants access solely to the State and any End-User receiving services under Section 1 ("Licensed Sites"). There are no limits on the number of authorized End-Users that may use the Teachscape Website at any one time. The State is responsible for undertaking reasonable measures to prevent access by unauthorized End-Users.

   C. License Activation. The license is deemed activated upon receipt by the designated State representative of login and password granting access to the State Teachscape XL site and licensed content.

6. Permitted Use. The products, services and/or related materials provided under this Agreement are provided solely for the purpose of permitting End-Users (who must be at least eighteen (18) years old) to upload audio and video images of classroom teaching and to access videotape and other records of classrooms for legitimate education interests and purposes ONLY.

7. No Liability for Data and Use. The State acknowledges that use of the product, service, and related materials, and the content and data resulting therefrom, is at the State's sole risk, and depends solely on the State's judgment, interpretation and consideration. The State shall be solely responsible for its use of the products, services, and related materials provided hereunder, and the content and data resulting therefrom. Further, the State shall be solely responsible for any decisions or policies based upon or derived from the use of such products, services, and related materials and the content and data resulting therefrom, such as (without limitation) matters affecting any instructor evaluation, compensation, or other financial decisions. Under no circumstances shall Teachscape be liable to customer or any third party for the State's use or any end-user's use of the products, services, and related materials or data.

8. Ownership of Intellectual Property. Teachscape shall own and retain all right, title and interest in and to any content, technology, software, know-how, tools, processes, methodology, designs, discoveries and inventions (whether or not protected, registered or recognized under any statute or regulation) techniques and skills relating thereto developed, created, acquired or otherwise used in its technology-assisted training programs, including the provision of services relating to such programs. Teachscape shall own any enhancement requests, feedback, recommendations or other information provided by the State or the End-User.

*Indicates change 09/30/13.

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.

*AMENDMENT 07/01/15

Educopia and the State agree to amend Contract CSP904812 to eliminate section 9: Student Survey of the currently amended contract, and to move those resources to section 6: Instrument Development and Research. Student Surveys will not be conducted in 2015-16 or 2016-17.

*indicates change 07/01/15.

*AMENDMENT 07/01/15 (continued)

Educopia agrees to provide the State with the revised services and materials in the performance of the above referenced Contract under section 6. The revised services, detailed in the updated proposal submitted by Educopia on May 6, 2015, include additional technical studies conducted by HumRRO and Educopia on the Resident Educator Summative Assessment (RESA) instrument, RESA submissions, and RESA data. These activities and deliverables are organized as follows:

Activity 1. Psychometric processing

HumRRO will conduct psychometric processing of RESA tasks. This will include converting the candidates' raw scores to scale scores and generating scoring tables. It will also include equating and a study of rater severity. We will investigate parameter drift by applying a two parameter model and comparing the results to the Rasch results currently used operationally.

Activity 2. Standard setting

This may entail new standards setting for Task 2. Minimally, HumRRO will review score distributions associated with 2014 standard setting results to ensure consistency across tasks and establish a new cut score for Task 2.

Activity 3. Hand scoring review

HumRRO will examine hand score data to help generate recommendations related to improving hand scoring. We anticipate establishing flags for potential "halo," triggers for rescoring, and others. We will work cooperatively with Clowder Consulting for this activity. We will conduct relevant review analyses related to scorer training, qualification, or monitoring of operational scoring.

Activity 4. Convergent/discriminant validity investigations

Redo analyses from 2014 using current data. Weak results from 2014 necessitate regular monitoring of these results. We will use OTES data if available, but Task level scores will suffice for these analyses.

Activity 5. Evaluate factor structure of RESA

Redo analyses from 2014 using current data. Changes to the tasks necessitate redoing these analyses to ensure that the RESA factor structure continues to support the reporting structure.

Activity 6. DIF Analyses

Redo analyses from 2014 using current data. Changes to the tasks and potential shifts in population demographics require annual analyses of DIF. We will also examine impact bias examining score distributions across subgroups to ensure that score patterns remain reasonably constant across years.

Activity 7. Cross Validation of Video Components

HumRRO will score the video components from Task 1 and 3 using a scoring rubric developed for the National Board of Certified Teachers. This rubric, while different from RESA, will provide convergent/discriminant validity evidence for the RESA and will help parse sources of variance related to video scoring (construct relevant, construct irrelevant, and scorer variance).

*Indicates change 07/01/15.

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 *OAKS Item Number: 27675	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 *OAKS Item Number: 27676	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 $ 378,600.00 $ 378,600.00
3. Online Training Materials *OAKS Item Number: 27677	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 $ 111,208.00 *$ 111,208.00
4. Master Coding *OAKS Item Number: 27678	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 $ 371,560.00 $ 371,560.00
5. Teachscape Product Support *OAKS Item Number: 27679	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 $ 235,840.00 $ 235,840.00
6. Instrument Development and Research *OAKS Item Number: 27680	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 *$ 405,000.00 *$ 405,000.00
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 *$ 1,707,408.00 *$ 1,707,408.00
7. Managing Assignments *OAKS Item Number: 27681	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 $ 454,160.00 $ 658,696.00 $ 658,696.00
8. Assessor Cost *OAKS Item Number: 27682	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 $ 1,754,129.00 $ 2,333,896.00 $ 2,333,896.00
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 $ 2,208,289.00 *$ 2,992,592.00 *$ 2,992,592.00

*Indicates change 07/15/15.

GRAND TOTAL	07/01/13 – 06/30/14 07/14/14 – 06/30/15 07/01/15 – 06/30/16 07/01/16 – 06/30/17	$ 3,700,000.00 $ 4,700,000.00 *$ 4,700,000.00 *$ 4,700,000.00

*Educopia will invoice ODE semi-annually on July 1, 2015 and on the first business day after January 1, 2016.

Costs given for dates after 06/30/15 are subject to renewal or extension of Contract No. CSP904812.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: CSP904812-2

226159
Educopia, LLC
2443 Fillmore Street, Suite 515
San Francisco, CA 94115

TERMS: Net 10

CONTRACTOR'S CONTACT:

Mark Atkinson
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Office: (415) 310-2974
E-Mail: mdatkinson1@gmail.com

*Indicates change 07/01/15.

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
10	07/01/16	To renew the contract for an additional twelve (12) months, effective July 1, 2016 through June 30, 2017.
9	12/28/15	To add rescoring costs for RESA tests which failed due to technical issues.
8	07/15/15	To add item numbers to the Cost Summary line items.
7	07/01/15	To renew the contract for an additional twelve (12) months, from July 1, 2015 through June 30, 2016, revise deliverables, update the Cost Summary and re-paginate the document.
6	01/09/15	To change Contractor and update pricing due to increase in usage.
5	09/30/13	To update payment schedule
4	09/06/13	To clarify one section of the agreed-upon amendment dated 08/14/13 and 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.