



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: ASSESSMENT OF READING AND MATHEMATICS FOR DROPOUT PREVENTION AND RECOVERY COMMUNITY SCHOOL STUDENTS

CONTRACT NUMBER: CSP903115

EFFECTIVE DATES: November 21, 2014 TO June 30, 2016

The Department of Administrative Services has accepted Proposals submitted in response to Request for Proposal (RFP) No. CSP903115 that opened on 09/17/14. 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.ohio.gov

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

www.ohio.gov/procure

MUTUALLY AGREED UPON CLARIFICATIONS AND MODIFICATIONS.

1. **Account Managers.** Account Managers work out of Contractor's national headquarters in Portland, Oregon or out of their remote home offices (located around the country) and are available via phone or email on a daily basis (8:00 a.m. to 5:00 p.m.). The Account Managers seldom travel and are usually available immediately once contacted. The Account Managers possess the expertise to respond directly to general technical issues. Any technical questions outside the Account Manager's expertise can be routed to live Technical Support Team. The Technical Support Team is staffed Monday through Friday (except for Federal holidays recognized by the Contractor) from 7:00 a.m. to 7:00 p.m. Eastern Time (ET). The NWEA Technical Support Team can be accessed via toll free number, email, or "chat" line.
2. **Professional Development.** The Cost per Student proposed by the Contractor for Fiscal Year 2015 includes three on-line MAP Administration workshops to support the DOPR LEAs in the implementation and administration of MAP assessments. All DOPR state and LEA staff will access the on-line workshops through Knowledge Academy, the Contractor's online learning platform. The contents of the course are role-specific and will be assigned automatically depending on the role(s) of each staff member. DOPR staff participants will also have access to a live facilitated session. For the facilitated portion of the Online MAP Administration course, Contractor offer frequent, convenient sessions and also offers recordings of these live sessions in case a participant is unable to attend the live session.

For Fiscal Year 2016, all DOPR staff will continue to have access to online learning in Knowledge Academy. Knowledge Academy is the Contractor's online learning platform designed to support district professional learning plans by helping all partners make the most of their investment in Contractor's products. Within this platform, a library of on-demand tutorials, webinars, videos, and courses helps partners effectively administer assessments and apply the data to maximize student learning. Resources range from a few minutes to an hour in length.

3. **Optional Professional Development.** Contractor offers the following professional development and coaching services outside of the basic scope of work. Should the ODE choose to include professional development/training on using assessment results within the RFP contract, the Contractor would be happy to develop a professional development plan in collaboration with the ODE.

MAP Foundation Series. The MAP Foundation Series consists of a continuum of professional development workshops designed to enhance educators' use of MAP assessment data as they become more familiar with the system and test results. Workshops, led by the Contractor's professional development team, help partners cultivate expert data use, support strategic planning, and improve learning outcomes for students.

- A. **Applying Reports Workshop.** When educators understand and effectively use assessment data, it creates the greatest opportunity to improve learning. This offers hands-on access to essential reports and resources specifically designed for instructors and administrators using MAP assessments. Participants learn to access, interpret, and apply these reports and resources to inform instruction and monitor student academic growth as they collaboratively develop plans to use the data in their work. Participants dig into real student data from their own MAP system reports. Educators analyze and interpret their data and engage with colleagues to develop data-informed strategies focused on classroom improvement programs and student goal-setting. This workshop is delivered on-site by the Contractor's facilitator for up to forty participants.
- B. **Informing Instruction Workshop.** In the Informing Instruction workshop, participants use their own MAP assessment results to design classroom instructional plans. Topics include differentiated instruction, data-informed lesson planning, student grouping, classroom management, and other instructional strategies to support the academic needs of all students. Participants will develop a differentiated lesson to use with their students. This workshop is delivered on-site by the Contractor's facilitator for up to forty participants.
- C. **Focusing on Growth Workshop.** In the Focusing on Growth workshop, participants analyze growth data for school improvement planning. In addition, they develop capacity to evaluate programs, curricular objectives, and practices in relation to data trends. The Focusing on Growth workshop deepens participants' understanding of growth norms and use of growth projections and proficiency benchmarks to improve learning. The data-driven dialogue activities (also referred to as data review protocols) in this workshop are designed to impact school and district improvement plans by analyzing MAP test growth data at the student, teacher, school, and district level, identifying strengths, areas of need, and needed actions to help establish school improvement goals. Participants will also enhance their understanding of how to use MAP test data to drive improved learning outcomes through goal-setting at the student, classroom, building, and district level. Workshop activities help participants identify strengths, areas of need, and steps to set goals and build plans, enabling effective communication that lets everyone contribute to better learning for students. This workshop is delivered on-site by the Contractor's facilitator for up to forty participants.
- D. **Data Coaching Services.** Contractor offers Professional Development Data Coaching Services for school leadership teams who desire ongoing, on-site support for identifying goals and partnering on action plans to improve student learning outcomes. The Professional Development Coaches work with each school or district to design, implement, and sustain effective professional practices. As an integral component of a comprehensive professional development plan, the Data Coaching Services provides support and guidance for the development of reflective professional practice and self-directed professional learning aligned with improved student outcomes. The NWEA Data Coaching is uniquely positioned to accelerate professional learning by extending and deepening opportunities for application, generalization, transfer, and integration of professional learning within "real-life," day-to-day work environments.

EXCEPTIONS TO TERMS AND CONDITIONS

1. **Grant of License.** NWEA hereby grants to Subscriber a nonexclusive, nontransferable license to access, use, display, and install or download a copy, as needed, of the NWEA Program for Subscriber's internal use only for the Term of this Subscription. This Subscription is also limited to a maximum of three test events and one summer administration for each license per academic year.
2. **Ownership.** The NWEA Program and software are owned by NWEA and is copyrighted and licensed, not sold to Subscriber. All rights, title, and interest in the NWEA Program, all copies, and all updates, enhancements, modifications, and improvements, along with all intellectual property rights related thereto, shall remain with NWEA. The NWEA Program and all updates, modifications, and improvements are protected by United States and international copyright laws and treaties, as well as other intellectual property laws. Subscriber is not granted any license to use any of NWEA's trade or service marks and NWEA retains all right, title, and interest in its trade and service marks. Subscriber agrees that NWEA may use, without restriction or royalty obligation, any comments, suggestions, or contributions provided by Subscriber with respect to the NWEA Program during the course of its use, and Subscriber, by this Subscription, grants and assigns to NWEA any intellectual property rights that Subscriber may incidentally obtain or have with respect to any such comments, suggestions or contributions.
3. **NWEA Confidential Information.** Subscriber acknowledges that all test items, underlying ideas, algorithms, , and methods of operation that comprise the NWEA Program, are confidential and contain trade secrets (collectively referred to as "NWEA Confidential Information"), and Subscriber shall respect such confidentiality, and shall use its best efforts to keep all such information confidential. To the extent permitted by law, Subscriber agrees not to use, disclose, or distribute any NWEA Confidential Information, directly or indirectly, without the prior written consent of NWEA, except Subscriber shall be authorized to disclose NWEA Confidential Information to Subscriber's employees or agents who have signed written confidentiality and nondisclosure agreements before such disclosure. Both NWEA and Subscriber acknowledge that this obligation shall survive the termination of this Subscription.
4. **Student Information.** Subscriber shall have in place a policy to address student assessment and the use of, and access to, confidential student information ("Student Information") and is responsible for configuring roles based access to Student Information in the NWEA Program in accordance with its policy. NWEA and Subscriber acknowledge that NWEA may have access to Subscriber's Student Information. NWEA agrees to respect such confidentiality and implement policies and practices to keep such information confidential. NWEA shall not disclose any Student Information regarding Subscriber's students or their families that NWEA may learn or obtain during the course of its performance under this Subscription without the written consent of Subscriber. Absent reckless or intentional acts or omissions by NWEA, in no event shall NWEA be liable for any disclosure of Student Information. Subscriber is solely responsible for ensuring the security and availability of Subscriber's own computers, computer networks, and internet connections, including security patches, choice of browser, and browser configuration settings to be used with the NWEA Program, email, and other transmissions. Subscriber acknowledges that its designated Systems Administrator controls the access and security points of the NWEA Program and may designate additional administrators with similar privileges. Subscriber must refer to the appropriate NWEA Program documentation for system and browser requirements and security and configuration settings. To receive the best service possible, Subscriber grants permission to NWEA to transfer Student Information to its contractors that have executed confidentiality agreements, for the sole purpose of maintaining, supporting and troubleshooting the NWEA Program.
5. **FERPA.** NWEA shall maintain Student Information for and on behalf of Subscriber – in accordance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g(a)(4)(A)(ii), 1232g(b)(1) – for the primary purpose of providing assessment and research services pursuant to this Subscription. NWEA may itself, through its own employees or employees of contractors, use the Student Information to conduct assessment and research activities, including, but not limited to, longitudinal studies, alignment studies, norming studies and the Growth Research Database ("GRD") for the benefit of Subscriber and/or for the collective benefit of multiple Subscribers. Personally identifiable information ("PII") derived from Student Information provided to NWEA may be disclosed only to NWEA employees or employees of contractors who have a legitimate educational interest in maintaining, organizing, or analyzing the data for uses authorized in this Subscription. In its annual notice to parents² under FERPA, Subscriber shall indicate that (a) Student Information shall be maintained in part on behalf of Subscriber by NWEA and its contractors in order to provide assessment and research services to Subscriber; (b) NWEA employees and employees of NWEA's contractors shall be deemed school officials for the purpose of access to PII derived from Student Information only if they have a legitimate interest in maintaining, organizing, or analyzing the data for assessment and research purposes under this Subscription; and (c) PII derived from student education records and maintained by NWEA shall not be further disclosed to third parties, except as allowed by FERPA and authorized by Subscriber or by this Subscription agreement. Subscriber is responsible for any notices to parents required under FERPA and for providing parents/guardians with an opportunity to inspect and challenge the contents of the student records in question.

6. Research. Subscriber authorizes NWEA to use the Student Information for research purposes, including but not limited to, norming studies, longitudinal, or alignment studies, provided that the data are handled in a manner that protects student anonymity. In addition, NWEA is authorized to use the Student Information in the GRD maintained by NWEA, which houses Subscriber's test data for each student in a secure database for legitimate educational research purposes. The authorization for use of Student Information is effective from the date when Subscriber first subscribed to the NWEA Program and services. Both NWEA and Subscriber acknowledge that the permissions and obligations expressed in this Subscription shall survive the termination or expiration of this Subscription and any renewals. NWEA shall maintain all Student Information derived under this Subscription, allowing Subscriber to continue to access the data in NWEA-augmented reporting form, including norms and learning statements. NWEA shall notify Subscriber of written third party requests for disclosures of PII from Student Information. Subscriber alone may authorize actual disclosures of such information to third party organizations, and Subscriber shall be responsible for maintaining a record of the request or disclosure with the records of each student and providing the record to parents upon request, as required by 34 CFR 99.32. If Subscriber authorizes a disclosure under this Section 9.2 for a study to improve instruction, it shall authorize NWEA to enter into the required agreement with the third party organization on its behalf, consistent with 34 CFR 99.31(a)(6)(i)(C).
7. Maintenance. NWEA has system maintenance periods throughout the year that shall affect Subscriber's ability to upload or download student or test data, to access reports, or to interact with any of NWEA's websites. The ability to test during the scheduled maintenance periods shall not be affected for Client Server MAP Subscribers. NWEA will provide Subscriber with notice regarding regularly scheduled maintenance. Notwithstanding the foregoing, NWEA reserves the right to perform emergency maintenance at any time without any advance notice to Subscriber.

In addition, NWEA respectfully accepts Handling of the State's Data as set forth in Section 5.3.3 on page 9 except for the following clause "The Contractor must use two-factor authentication to limit access to systems that contain particularly sensitive State data, such as personally identifiable data" as it is written. NWEA understands that there are many variations of two-factor authentication used in the industry and is uncertain as to the specifics the State is requiring. NWEA employs other appropriate security measures such as strict controls to limit access to only those roles in the organization with a "need to know." Access to internal systems is audited quarterly to ensure that no unauthorized access has been granted. Employees are only able to access partner data using NWEA provided computer equipment which is encrypted to prevent data loss in the event the computer is a laptop. In addition, NWEA has built security into users' access to the system and their own data. All Web-based MAP partners are assigned a MAP system administrator. That system administrator is then responsible for the creation and management of all users to the partner's instance of Web-based MAP. Upon creation of a user in Web-based MAP, the system administrator enters the user's name, and email and assigns him/her a role. The system then generates an email to that individual inviting them to login with a temporary password, which the user will then change. In this way, through an email invitation, and a unique individual password, all access to the system is tightly controlled.

Title: Assessment of Reading and Mathematics for Dropout Prevention and Recovery Community School Students
 CSP903115
 UNSPSC CATEGORY CODE: 86000000
 OAKS Item Code: 26554

Description	Evaluation Quantity	Cost Per Student	Extended Cost
Assessment of academic growth in dropout prevention and recovery community schools. The budget is \$15/student/per year annually. As of state fiscal year 14, there are approximately 15,000 students enrolled in dropout prevention and recovery community schools. At the LEA's expense, it may contract directly with the Contractor for additional items such as additional technical support, creating and interpretation of additional diagnostic reports. Any such arrangement would not be a part of this Contract.			
A detailed description of a set of appropriate services to complete the work, including test administration, pre-administration preparation, Help Desk Support, data transfer to both the community school and department (at a minimum, data fields will include SSID, test name, test date, scale score and subject). Fiscal Year 2015 Per Student.	15,000	\$14.09	\$211,350
A detailed description of a set of appropriate services to complete the work, including test administration, pre-administration preparation, Help Desk Support, data transfer to both the community school and department (at a minimum, data fields will include SSID, test name, test date, scale score and subject). Fiscal Year 2016 Per Student.	15,000	\$13.89	\$208,350
Total Not to Exceed Cost for both fiscal years		\$	\$419,700

BUDGET: not to exceed \$250,000.00 each for FY15 and FY16.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

223482
 Northwest Evaluation Association
 121 NW Everett Street
 Portland, OR 97209

BID CONTRACT NO.: CSP903115-1 (06/30/16)

TERMS: Net 30

CONTRACTOR'S CONTACT:

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