

**Partnership for Continued Learning**  
Community Schools and the Educational Choice  
Scholarship Study  
**Request for Qualifications**

RFQ Release Date: December 5, 2007  
Submittal Deadline: December 28, 2007 by 4:00 p.m.

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Partnership for Continued Learning  
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## **1.0 INTRODUCTION**

### **1.1 Background and Purpose of Request**

Ohio's community/charter school program was formed through a series of legislation beginning with H.B. 215 in 1997. Initially a pilot program in Lucas County, the ability to create community/charter schools has expanded to any of the largest 8 school districts or any district in academic watch or emergency. In 2005, the biennial budget bill (H. B. 66) placed caps on the number of community/charter schools. In the spring of 2006, approximately 77,000 students attended community/charter schools in Ohio. That number represents a 15,000 increase in enrollment in the past two years. Today, Ohio is home to 328 community/charter schools with 69 active sponsors.

The Educational Choice Scholarship was created to provide students from underperforming public schools the opportunity to attend participating private schools. The program provides up to 14,000 scholarships or "vouchers" to eligible students. The Educational Choice Scholarship amount is currently \$4375 for elementary students and \$5150 for high school students. In the 2007-08 school year, students in 223 schools qualified to apply for Educational Choice Scholarships. (Source: [www.ode.state.oh.us](http://www.ode.state.oh.us))

Amended Substitute H.B. 79 of the 126<sup>th</sup> General Assembly charges the Partnership for Continued Learning to conduct a study of the operation and oversight of community/charter schools and the Educational Choice Scholarship Pilot Program established under Chapter 3310 of the Revised Code. The purpose of this Request for Qualifications is to solicit proposals from higher education institutions interested in conducting this research study on behalf of the Partnership.

### **1.2 Statutory Language**

"SECTION 3. The Partnership for Continued Learning shall study the operation and oversight of community schools and the Educational Choice Scholarship Pilot Program established under Chapter 3310. of the Revised Code. The study shall include, but not be limited to, an evaluation of the impact of community schools and the Educational Choice Scholarship Pilot Program on students, communities, traditional public schools, and chartered nonpublic schools. Not later than one year after the effective date of this section, the partnership shall submit recommendations to the General Assembly."

### **1.3 Eligibility**

Proposals are sought from a higher education institution or partnership of institutions. Institutions should have comprehensive research capabilities.

## **2.0 REQUIRED ELEMENTS**

The respondent should follow the format specified below.

### **2.1 Submittal Cover Letter**

Cover letters should not exceed one page and must identify one contact person and the fiscal agent by name, address, telephone number and fax. The fiscal agent will ultimately be responsible for fulfilling the objectives of the grant.

## **2.2 Proposal**

The proposal should be no more than 10 pages in length including the budget narrative. Proposals should be single spaced, 1" margins and size 11 font. The 10 page limit does not include the cover letter or attached vitae of project staff. Proposals must include the following:

## **2.3 Research Design and Timeline**

The proposal should provide a detailed description of the research design and methodology that will be used to conduct the study. The proposal should address the scope of work and project timeline, including methods of reporting progress to the Executive Director of the Partnership for Continued Learning. Methodology should address any planned review or synthesis of existing Ohio Charter school studies or research. A gap analysis of existing research is encouraged. The proposed research design should answer the following questions:

**2.3.1** What research questions does the study propose to answer? What research questions are beyond the scope of the proposed study that might otherwise be of interest?

**2.3.2** Description of the counterfactual -- What is the appropriate comparison for judging "impact" -- How will the researchers incorporate the comparison into the design -- If a comparison is not selected, how will impact be established?

**2.3.3** What are the potential threats to the validity of the study's conclusions? How will the proposed design address these threats?

**2.3.4** To what extent will the proposed design rely on existing data? Which data? To what extent will the researchers collect new data? What data? How will it be collected?

**2.3.5** Based on the proposed research design, what do the researchers anticipate will be the limitations of what they will be able to conclude? What would it take to design a study that would not have these limitations?

It is anticipated that the work covered by this RFQ will begin in early January 2008 and will be complete by March 30, 2008. Respondents should indicate whether it is feasible to complete the study in this length of time and if not, propose an alternate timeline.

## **2.4 Project Personnel**

This section should identify the principle investigator and the other personnel proposed to work on the project. A resume or vitae will be provided for each individual identified.

## **2.5 Project Related Experience**

This section will include documentation of the investigator's experience specifically related to education reform focused research.

## **2.6 Budget and Brief Budget Narrative**

### **3.0 SELECTION PROCESS AND EVALUATION CRITERIA**

#### **3.1 Evaluation Criteria & Selection Process**

Submissions shall be evaluated based on:

- Complete and timely submission
- Quality of proposed Research Design
- Qualifications of project personnel
- Research related experience
- Work plan and proposed timeline.

A selection committee will make the decision based upon the quality of the proposals in addressing the RFQ required elements and the evaluation criteria noted above. Decisions will be finalized by January 11, 2008.

#### **3.2 Submittal Schedule**

The request, submittal intake, evaluation, and final selection will conform to the following schedule.

Release of RFQ	December 5, 2007
Deadline for Submittal	December 28, 2007 by 4:00 p.m.
Selection & Notification	January 11, 2008

The respondent shall submit one electronic PDF file delivered no later than:

**December 28, 2007 by 4:00 p.m.**

To:

Dr. Julie Schaid, Executive Director  
Partnership for Continued Learning  
30 E. Broad Street, 36<sup>th</sup> Floor  
Columbus, OH 43215  
614-728-7637 (Kelly)  
[jschaid@regents.state.oh.us](mailto:jschaid@regents.state.oh.us)

The respondent understands that incomplete submittals, incorrect information, or late submittals shall be cause for disqualification. Copies received by fax shall **not** be deemed as received.

### **4.0 DECLARATIONS AND ADDITIONAL INFORMATION**

#### **4.1 Withdrawal of Solicitation**

The Partnership for Continued Learning reserves the right to withdraw this solicitation at any time without prior notice and makes no representation that any agreement will be awarded to any respondent. Additionally, the Partnership reserves the right to postpone opening responses to this solicitation for its own convenience, and/or to waive any informality or irregularity in the responses received.

#### **4.2 Anticipated Award and Project Term**

The total grant amount will not exceed \$40,000. The Partnership for Continued Learning is not obligated to expend all of the dollars that have been set aside for this initiative. It is anticipated that the work covered by this RFQ will begin in January and should be complete by March 30, 2008. Respondents should indicate whether it is feasible to complete the study in this length of time and if not, propose an alternate timeline.

### **4.3 Anticipated Scope of Work**

As defined by statute, the study shall include, but not be limited to, an evaluation of the impact of community schools and the Educational Choice Scholarship Pilot Program on students, communities, traditional public schools, and chartered nonpublic schools. Project deliverables need to be submitted prior to the expiration of the grant period and should include one hard copy and one electronic copy on a CD of a full written report, including an executive summary in Microsoft Word.

### **4.4 Formal Approval of Contract**

The respondent understands that issuance of this solicitation does not commit the Partnership to award a contract, to pay any costs incurred in the preparation of a response to this solicitation, or to procure a contract for services. The respondent should note that the execution of any contract pursuant to this solicitation is dependent upon the approval of the Executive Director of the Partnership for Continued Learning and the Ohio Department of Education as required.

### **4.5 Title and Ownership Rights**

The State of Ohio, Partnership for Continued Learning shall own all rights, title and interest in the work product produced by the contractor, including all copyright, trademarks and current and future media produced under this contract. The State of Ohio, Partnership for Continued Learning shall be free to exercise such rights at anytime without obligation to the contractor.

### **4.6 Termination of Contract**

The Partnership for Continued Learning (Partnership) or the Ohio Department of Education (ODE) may terminate the Contract for any reason including, but not limited to (1) default by the Contractor, or (2) the lack of need for the services as specified under the Contract, or (3) if the Partnership or ODE deems it to be in the best interest of the State. Default is defined as the failure by the Contractor to specifically perform in accordance with the specifications, terms, and conditions of the Contract.

If the Partnership or ODE determines that the Contractor is in default under the Contract, the ODE will notify the Contractor. The Contractor shall have fifteen (15) days to cure the default after receipt of such notice. If the Contractor does not cure the default within fifteen (15) days, ODE may terminate the Contract. The Contractor shall be responsible for any costs incurred by the Partnership/ODE to engage replacement services. The Contractor agrees that any failure of the Partnership/ODE to give prompt notice of a default does not constitute a waiver of any of the Partnership/ODE rights or remedies concerning any such default. Waiver by ODE shall not be effective unless authorized in writing by the ODE.

If the Contractor determines that the Partnership or ODE has materially breached the Contract, the Contractor shall give written notice to Partnership or ODE and the Partnership or ODE shall cure or contest the material default. If the material default is not cured within thirty (30) days of receipt of the written notification, the Contractor may terminate the Contract.

The Partnership or ODE may terminate the Contract by serving the Contractor with written notice thirty (30) days prior to the date of termination in the event that: (1) the Partnership/ODE no longer needs the service or commodity specified in the Contract for reasons including, but not limited to, program changes, changes in laws,

rules or regulations, or lack of funding; or (2) the Partnership deems it to be in the best interest of the State to terminate the contract.

The Contractor may also terminate the Contract without cause and for its own convenience after serving the Executive Director of the Partnership and the RFP Coordinator at ODE with written notice twenty (20) days prior to the date of termination. Contractor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under the Contract, suspend or terminate all subcontracts relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and, if requested by Partnership/ODE, furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all work under the Contract, including, without limitation, results, conclusions resulting therefrom, and any other matters Partnership/ODE requires.

Contractor shall be paid for services rendered up to the date Contractor received notice of suspension or termination, less any payments previously made, provided Contractor has supported such payments with detailed factual data containing services performed and hours worked. In the event of suspension or termination, any payments made by ODE for which Contractor has not rendered services shall be refunded.

In the event the Contract is terminated prior to its completion, Contractor, upon payment as specified, shall deliver to Partnership and ODE all work products and documents which have been prepared by Contractor in the course of providing services under the Contract. All such materials shall become, and remain, the property of Partnership to be used in such manner and for such purpose as Partnership may choose.

The rights and remedies of the Partnership/ODE set forth in this section shall be in addition to and not exclusive of any rights or remedies arising under the Contract or by operation of law. Furthermore, no delay or omission to exercise any right or option accruing to the Partnership/ODE upon default by the Contractor shall impair any such right or option or be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by the Partnership and ODE.

#### **4.7 Independent Contractor Status**

The respondent agrees, if selected, that they shall perform the services as independent contractor(s) and not employee(s) of the Partnership, the Ohio Department of Education, or the State of Ohio. Neither the Partnership nor the State shall be considered the employer or joint employer of, or with the officer(s), employee(s), or agent(s) of, the respondent. The respondent understands, if selected, the respondent shall have the responsibility for deciding the manner and means of providing the services, except as outlined in the final contract and its attachments or exhibits.

#### **4.8 Public Disclosure**

The respondent understands that as a general rule all documents received by the Partnership are considered public records. Therefore all submittals shall be made available for public inspection according to applicable disclosure rules and regulations. If the respondent considers his or her submittal proprietary and/or otherwise exempt from disclosure he or she must submit a written request for a determination of whether the documents can be withheld from public disclosure no later than 15 days prior to the due date of the submittal. The Partnership for Continued Learning's legal counsel shall make a determination of confidentiality. If a determination is not obtained prior to the submittal deadline all document(s) shall be subject to public disclosure.

#### **4.9 News Releases**

The respondent agrees, if selected, that state staff designated by the Executive Director of the Partnership will review and approve all news releases pertaining to this solicitation and/or subsequent agreement(s). All news releases will be submitted in writing to the Executive Director of the Partnership for Continued Learning. The Executive Director will review and submit the news release to the appropriate personnel for final review and approval in a timely manner.

#### **4.10 Indemnification**

The respondent agrees, if selected, to indemnify and hold harmless the Ohio Department of Education, the Partnership for Continued Learning, the State of Ohio and all officers and employees of each entity from any and all liability, claims, costs (including reasonable attorneys' fees), demands, damages, expenses, and causes of action as outlined in the contract.

#### **4.11 Examination of Solicitation**

The respondent understands that the information provided herein is intended solely to assist the respondent in submittal preparation. To the best of the Partnership's knowledge, the information provided is accurate. However, the Partnership does not warrant such accuracy, and any errors or omissions subsequently determined will not be construed as a basis for invalidating this solicitation. Further, by submitting a response to this solicitation, the respondent represents that it has thoroughly examined and become familiar with work required in the solicitation and is capable of performing quality work and to achieve the objectives of the Partnership.

#### **4.12 Equal Opportunity Program**

The State of Ohio and the Ohio Department of Education and the Partnership for Continued Learning are strongly committed to equal opportunity in solicitation of services. All eligible service providers including individuals, contractors, vendors, consultants, grantees, lessees, and banks, must comply with Ohio's Equal Opportunity Policy and Program.

#### **4.13 Nondiscrimination Policy**

The respondent shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors, or suppliers. The respondent shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. The respondent understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

## **5.0 Appendix**

### **5.1 Budget Narrative Page**

Use this page to briefly describe how funds will be used for each line item expense that you are requesting funds for that explains: (1) how the costs align and support the goals/activities of the RFP; and (2) a description explaining contributed support or funding provided by partners in this proposal, if any.

<b>Object Codes</b>	<b>Proposed Budget</b>
	<b>Requested</b>
<b>100 Salaries</b>	\$
<b>200 Retirement/Fringe Benefits (Percentage must be defined)</b>	\$
<b>400 Purchased Services</b>	\$
<b>500 Supplies</b>	\$
<b>600 / 700 Capital Outlay (Including equipment, buildings)</b>	\$
<b>800 / 900 Other (Bonds, bank charges, insurance)</b>	\$
<b>Total</b>	\$