

## **ASSESSMENT SYSTEM LICENSE AND SERVICES AGREEMENT**

This ASSESSMENT SYSTEM LICENSE AND SERVICES AGREEMENT ("**Agreement**") is entered into as of March 1, 2012, ("**Effective Date**") by and between the Board of Education of the City of Chicago, a body politic and corporate commonly known as the Chicago Public Schools (the "**Board**" or "**CPS**"), with offices located at 125 S. Clark St, Chicago, IL 60603 and Northwest Evaluation Association ("**NWEA**" or "**Vendor**"), with offices located at 121 NW Everett Street, Portland, Oregon, 97209, collectively the ("**Parties**").

### **RECITALS**

- A. The Board desires that Vendor provide certain Assessment System, implementation, training, maintenance and support services more fully described herein; and
- B. Vendor has demonstrated expertise in providing such Assessment System, implementation, training, maintenance and support services, has represented that it has the requisite knowledge, skill, experience and other resources necessary to perform such services and is desirous of providing such services for the Board.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.

2. **Definitions:**

- A. "**Assessment System**" means the Vendor's testing and reporting services, commonly referred to as Measures of Academic Progress® ("**MAP®**"), related licensed materials such as DesCartes: A Continuum of Learning® statements ("**Descartes**"), Knowledge Academy, professional development workshop materials, the implementation, training, maintenance and support services, item banks, Documentation, customizations, deliverables, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.
- B. "**Board Data**" means any administrative data, teacher data, student data, education record data (including individually identifiable information) and Assessment data.
- C. "**Board Resources**" means the hardware, software, equipment, network components and systems necessary for the Board to access and utilize the Assessment System, including classroom workstations, the security and availability of the Board's own computers, computer networks, the Board's internet access policies, and internet connections, including security patches, firewalls and other security measures, intrusion detection, choice of browser, and browser configuration settings to be used with the Assessment System, email, and other transmissions.
- D. "**Documentation**" means the applicable documentation, specifications and guidelines provided by Vendor for the Assessment System.
- E. "**Named Users**" means any Board teachers, administrators, consultants, enrolled students

or other individuals for whom there is a designated user login account permitting the individual to access the Assessment System.

3. **Effective Date and Term of Agreement:** This Agreement is for a term commencing on March 1, 2012 and ending February 28, 2013, ("Term"), unless terminated sooner as provided herein. Within 180 days of the Effective Date of this Agreement, CPS shall seek an amendment from the Board of Education of the City of Chicago extending the Term to June 30, 2013. The Board shall have three (3) options to renew this Agreement, each for a period of one (1) year each. The Board shall provide notice of its exercise of its right to renew no later than thirty (30) days prior to the expiration of the then current term. The parties agree that all deliverables, services, payments set forth in this Agreement that are scheduled to be performed by either party on or after March 1, 2013 ("Spring Deliverables") are specifically excluded from this Agreement and neither party shall have any responsibility with regards to the Spring Deliverables until CPS receives CPS Board approval extending the Term until June 30, 2013 ("Initial Extension"). The Spring Deliverables shall be incorporated into this Agreement by this reference upon: (i) CPS Board Approval of the Initial Extension; and (ii) a written amendment to this Agreement memorializing the Initial Extension signed by both Parties. CPS agrees to notify Vendor within 10 business days of the Board determination of the Initial Extension. In the event the Board does not approve the Initial Extension, this Agreement shall expire on February 28, 2013 and neither party shall be responsible to the other for the Spring Deliverables.
4. **Scope of Services:** Vendor agrees to provide the Assessment System, Documentation, maintenance, support and services set forth in Exhibit A, Statement of Work, ("**Services**"), in accordance with the terms and conditions of this Agreement. Vendor shall provide to the Board electronic copies of the Documentation for use with the Assessment System. The Board shall have the right, as part of the License granted herein, to make as many additional copies of the Documentation as it may deem necessary. Vendor shall provide the Assessment System identified in Exhibit A, Statement of Work ("**Statement of Work**" or "**SOW**"), including all maintenance releases, patches, and fixes at no additional cost to the Board (other than as may be set forth in the Statement of Work, if any) during the Term of the Agreement. Vendor further agrees to provide all operator's and user's manuals, training materials, guides, commentary, listings and other materials for use in conjunction with the Services. Vendor shall deliver to the Board a copy of the Documentation for each licensed user identified in Exhibit A, provided Vendor may deliver to the Board an electronic copy of the Documentation that may be distributed to all licensed users in order to meet this requirement. The Board shall have the right, as part of the License granted herein, to make as many additional copies of the Documentation as it may deem necessary. The Board may, from time to time, request changes in the scope of Services. Any such mutually agreed upon changes, except those resulting in an increase in the rates Vendor currently charges the Board or the Total Maximum Compensation amount shall be documented in accordance with Appendix A and Appendix B to the Statement of Work. Any changes resulting in an increase in Vendor's rates or an increase in the Total Maximum Compensation shall require Board approval and a written amendment to the Agreement.
5. **Compensation:** The total maximum compensation payable to Vendor under this Agreement during the initial Term shall not exceed Five Million Dollars and 00/100 (\$5,000,000.00), ("**Total Maximum Compensation**") and shall be paid according to the pricing schedule set forth in Exhibit A, the Statement of Work and Attachment A to the Statement of Work. There shall be no reimbursable payments to Vendor under this Agreement. Payments under this Agreement shall not exceed the Total Maximum Compensation amount without a written amendment to this Agreement.
6. **License, Hosting, Support and Board Responsibilities:**
  - A. **License:** Vendor hereby grants to the Board a limited, non-exclusive, non-sublicensable, non-assignable, nontransferable royalty-free (except for fees specified in this Agreement) license to use the Assessment System for the Named Users for educational, instructional and related administrative purposes consistent with the Documentation and subject to the terms of this Agreement. The Board shall not sell, lease, license or

otherwise transfer, use or dispose of the Assessment System except as expressly provided herein. The Board shall not copy or permit the copying by any third party of the Assessment System or distribute, market, sell, rent, lease, license, transfer, sublicense or assign to any third party any portion of the Assessment System. The Board shall not make any alterations, additions or modifications, create derivative works, decompile, disassemble or reverse engineer the Assessment System without the prior written consent of Vendor. The Board shall not remove any proprietary notices or labels on the Assessment System or use the Assessment System in an attempt to, or in conjunction with any device, program, or service designed to circumvent technological measures employed to control access to, distribution of, or rights in, a content file or other work protected by the copyright laws of any jurisdiction. The Board will reproduce all copyright and trademark notices and all other legends of ownership on each copy, or partial copy, of the Assessment System.

Vendor reserves the right to modify, update, make improvements to, add, or withdraw features or functionality, replace an existing version with a new version, or otherwise revise the Assessment System (collectively the "Updates") at any time without prior notice. These updates will be provided to the Board at no additional cost to the Board. Updates may modify features, functionality, reporting, testing, curriculum alignment guides, scoring algorithms, terms of service or other aspects of the Assessment System. Updates may be made for various reasons including, but not limited to, the following: (i) release of a new version; (ii) changes in underlying technology; (iii) changes to products or services supplied by a third party; (iv) security issues or misuse; and (v) applicable laws, regulations or court orders. Vendor will make available by electronic mail posting on the Assessment System website, or other means, information about Updates. Notwithstanding anything stated above, if an Update makes a material change to the Assessment System, continued use of the Assessment System may be subject to Board Approval. Further, if Vendor removes any material technical features or functionality as part of an Update and subsequently incorporates those material technical features or functionality in a new product (whether directly, indirectly or through a third-party) then the Assessment System provided pursuant to this Agreement will be deemed to include (i) the portion of those new or different products that contain the original material technical features or (ii) if those material technical features cannot be separated out, the entire product. Notwithstanding the foregoing, the preceding obligation shall not apply to Vendor professional development services and materials provided under this Agreement and/or the Statement of Work.

- B. Protection from Unauthorized Use or Access. The Board shall limit access to the Assessment System to its Named Users for such purposes in accordance with the terms of this Agreement. The Board is responsible for maintaining the confidentiality of the User ID and passwords. The Board acknowledges that its designated systems administrator controls the access and security points of the Assessment System and may designate additional administrators with similar privileges. The Board also acknowledges that security of Board Data may be compromised if Named Users do not follow all applicable security policies and procedures and take other appropriate steps to maintain the security of the Assessment System, including, without limitation, maintaining the confidentiality of the Named Users names and passwords, frequent changing of passwords, exiting from the account at the end of each session, maintaining appropriate internal controls to monitor access to and use of the Assessment System. The Board agrees to provide reasonable notice to Vendor of any unauthorized activity regarding the Assessment System or any other security concerns so Vendor can take measure to eliminate or restrict data access.
- C. Hosting of Board Data. Vendor shall provide the Board with storage space on, and access to, a computer system with the capability of making the Assessment System accessible

by the Board and designated Named Users through a secure online means as set forth in the SOW in order to host the Board Data and to otherwise make the Assessment System and the Board Data accessible online by the Board's Named Users (collectively "Hosting Services"), subject to, Exhibit B, the Service Level Agreement set forth in the Statement of Work. The Hosting Services are included within the pricing set forth in the Statement of Work.

D. Assessment System Maintenance and Support. Vendor shall provide the maintenance and support Services to the Board as described in the Statement of Work.

D. Board Responsibilities. The Board shall be solely responsible for: (a) the quality and accuracy of Board Data and other information provided to Vendor; (b) procuring and maintaining the Board Resources; (c) ensuring that at all times during which the Assessment System is being provided that the Board Resources meet the network and hardware requirements set forth in the Statement of Work hereto; and (d) providing internet connectivity to classrooms and Board Resources as needed to use the Assessment System. Vendor shall have no liability for any delay or failure to perform any portion of the Services required by this Agreement which arises as a result of the failure of the Board to perform any of the obligations of the Board under this Agreement. The Board shall use reasonable efforts to ensure that other service providers cooperate and work with Vendor as required for Vendor to perform under this Agreement.

E. Vendor Ownership. All rights, title and interest in the Assessment System, all copies, and all updates, enhancements, customizations, modifications, and improvements, along with all intellectual property rights related thereto, shall remain with Vendor, regardless of the source giving rise to the intellectual property and despite any modifications or adaptations made for the benefit of the Board. The Assessment System and all updates, enhancements, modifications, and improvements are protected by United States and international copyright laws and treaties, as well as other intellectual property laws. The Board is not granted any license to use any of Vendor's trade or service marks and Vendor retains all right, title and interest in its trade and service marks. The Board may not capture, store, or transmit, electronically or otherwise, any test items or product visuals, including screen shots, outside of the Assessment System, and are hereby prohibited from doing so.

7. Standards of Performance: Vendor shall devote, and shall cause its staff and subcontractors, if any, described in the Statement of Work to devote, such of their time, attention, best skill and judgment, knowledge and professional ability as is necessary to supply the Services effectively, efficiently, and consistent with industry standards. Subject to and consistent with the Statement of Work, Vendor shall retain and utilize sufficient staff to assure effective and efficient supply of Services and shall utilize, as required by law or by this Agreement, professionals licensed to practice in the State of Illinois in the applicable profession.

8. Billing and Payment Procedures: Electronic Payments:

A. Billing and Payment Procedures: All invoices must include: a valid purchase order number, itemized description of the Services rendered or materials delivered, date the Services were rendered, date the materials were delivered, invoice date, and invoice amount. Invoices shall be submitted in a timely manner. The final invoice shall be submitted no later than ninety (90) days after the expiration or termination of this Agreement. If Vendor has more than one contract with the Board, separate invoices must be submitted for each contract. The Board shall process payments in its normal course of business after receipt of invoices and all supporting documentation necessary for the Board to verify the Services provided under this Agreement. Original invoices must be submitted to:

Originals:  
Chicago Public Schools  
Accounts Payable P.O. Box 661  
Chicago, Illinois 60690-0661

Copy:  
Chicago Public Schools  
125 S. Clark St.  
Chicago, IL 60603  
Attn: Michael Deuser

- C. Board Payment. The Board shall pay Vendor for Services provided and materials delivered by Vendor in accordance with the provisions of this Agreement. The Board shall process payments for undisputed invoices in its normal course of business (but no later than 45 days after receipt of invoices and all supporting documentation necessary for the Board to verify the services and products provided under this Agreement. The termination for convenience or resulting from the Board's default does not relieve the Board of any payment obligations which arise prior to the effective date of the termination, including the payment of fees for any products delivered and services that commence prior to the effective date of termination.

**9. Limited Warranty; Disclaimer:**

- A. Limited Warranty for Assessment System: Vendor warrants to the Board that the Assessment System, when properly installed and used, will perform substantially in accordance with the Documentation or as represented in writing by Vendor. The Assessment System may include open source software components. This limited warranty is void if the failure of Assessment System results from (a) use of the Assessment System in connection with software or hardware not compatible with the Assessment System as identified by Vendor in writing or not meeting the technical specifications provided in writing by Vendor; (b) the Board's improper or inadequate maintenance of CPS hardware or software; (c) use by the Board of the Assessment System other than as described in the Documentation; or (d) inadequate internet connectivity bandwidth. This limited warranty is void if the Assessment System is altered or modified in any way by anyone other than Vendor. Vendor does not warrant that the operation of the Assessment System or availability of the Services will be uninterrupted or error free. The Board is responsible for the results obtained and decisions made from its use of the Assessment System. Vendor assumes no responsibility for the operating environment or for the Board's security programs in which the Assessment System functions. Vendor will, at its sole option, either replace or, with its best efforts, correct the Assessment System, which fails to perform substantially in accordance with the Documentation for the Assessment System or as represented in writing by Vendor upon written notice of such failure. If Vendor is unable to correct the error after using its best efforts, Vendor will, at its sole option, either replace the Assessment System with a functionally equivalent software program or refund the fees paid on a pro-rated basis and cancel this Agreement.
- B. Disclaimer of Actions Caused by and/or Under the Control of Third Parties. Vendor shall have no obligation under this section to ensure that the Board maintains an active internet connection to utilize the Assessment System (such responsibilities are solely the Board's). Any unavailability of or inability to use the Assessment System in accordance with this Agreement due to the Board's lack or quality of an internet connection or lack of Board Resources, shall be the sole responsibility of the Board.
10. Non-appropriation: Expenditures not appropriated by the Board in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event no funds or insufficient funds are appropriated and budgeted in any subsequent fiscal period by the Board for performance under this Agreement, the Board shall notify Vendor and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification

shall be made to Vendor except that no payment shall be made or due to Vendor under this Agreement beyond those amounts appropriated and budgeted by the Board to fund payments under this Agreement.

11. **Events of Default:** Events of default ("**Events of Default**") include, but are not limited to, any of the following:

- A. Any material misrepresentation by Vendor in the inducement of the Agreement or the provision of Services;
- B. Any material breach of any agreement, representation or warranty made by Vendor in the Agreement;
- C. Default by Vendor under any other agreement Vendor may have with the Board;
- D. Assignment by Vendor for the benefit of creditors or consent by Vendor to the appointment of a trustee or receiver or the filing by or against Vendor of any petition or proceeding under any bankruptcy, insolvency or similar law; or
- E. Failure of Vendor to supply the Services required hereunder in accordance with the terms and conditions of the Agreement, including, but not limited to, the following:
  - i. Action or failure to act which affects the safety or welfare of students or Board staff;
  - ii. Failure to materially perform in accordance with terms, conditions, and specifications of this Agreement;
  - iii. Failure to materially supply any portion of the Services herein at the time fixed for performance and in the manner specified herein;
  - iv. Failure to materially supply the Services with sufficient personnel and equipment or with sufficient material to ensure the supply of Services due to a reason or circumstances within Vendor's reasonable control;
  - v. Failure to promptly re-supply Services that were determined by the Board to be defective or failing to meet the scope of Services within a reasonable time;
  - vi. Discontinuance of the supply of the Services for reasons not beyond Vendor's reasonable control; or
  - vii. Failure to comply with any term of this Agreement, including but not limited to, the provisions concerning insurance and nondiscrimination, and any other acts specifically and expressly stated in this Agreement constituting an event of default.

12. **Remedies:** The occurrence of any Event of Default which Vendor fails to cure within fifteen (15) calendar days after receipt of notice given in accordance with the terms of this Agreement and specifying the Event of Default or which, if such Event of Default cannot be reasonably cured within fifteen (15) calendar days after notice, Vendor fails to commence and continue diligent efforts to cure in the sole opinion of the Board, may permit the Board to declare Vendor in default. Whether to declare Vendor in default is within the reasonable discretion of the Chief Purchasing Officer. Written notification of an intention of the Chief Purchasing Officer to terminate this Agreement, in whole or in part, shall be provided and shall be final and effective upon Vendor's receipt of such notice. Upon the giving of such notice as provided in this Agreement, the Board may invoke any or all of the following remedies:

- A. The right to terminate this Agreement, in whole or in part, as to any or all of the Services yet to be supplied effective at a time specified by the Board;
- B. The right to suspend the supply of Services during the fifteen (15) day cure period if the default results from Vendor's action or failure to act which affects the safety or welfare of students or Board staff;
- C. The right to specific performance, an injunction or any other appropriate equitable remedy;
- D. The right to receive from Vendor any and all direct damages incurred as a result or in consequence of an Event of Default;
- E. The right to money damages;
- F. The right to withhold any payments outstanding and due that are in dispute, provide any undisputed compensation be paid to Vendor in accordance with this Agreement; and
- G. The right to use an Event of Default as a basis to deem Vendor non-responsible in future contracts to be awarded by the Board.

The Board may elect not to declare Vendor in default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the Board and that if the Board permits Vendor to continue to supply the Services despite one or more Events of Default, Vendor shall in no way be relieved of any responsibilities, duties or obligations under this Agreement nor shall the Board waive or relinquish any of its rights under this Agreement, at law, equity or statute.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall be construed as a waiver of any Event of Default or acquiescence thereto, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

13. **Early Termination, Suspension of Product Delivery:** The Board may terminate this Agreement in whole or in part, without cause upon thirty (30) days written notice.

After notice is received, Vendor must restrict its activities and those of its subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed.

Vendor must include in its contracts with subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the Board arising from termination of subcontracts after the early termination of this Agreement.

Vendor shall not be entitled to make any early termination claims against the Board resulting from any subcontractor's claims against Vendor or the Board to the extent inconsistent with this provision.

The Board may, upon fifteen (15) calendar day's written notice, request that Vendor suspend supplying Services in whole or part. Vendor shall promptly resume supplying Services upon written notice from the Board and upon such equitable extension of time as may be mutually agreed upon, in writing, by the Board and Vendor. Responsibility for any additional costs or expenses actually incurred by Vendor as a result of remobilization shall be determined by mutual agreement of the parties.

The Board shall ensure that all use of the Assessment System by its users (including Named Users) complies with the terms of this Agreement. Vendor reserves the right to suspend or terminate the use of the Assessment System or otherwise restrict access to the Assessment System if Vendor reasonably determines that there has been a violation of this Agreement that is unlawful or that conditions exist which are likely to cause loss or damage to Vendor or its customers, including any harm to Vendor's network or business.

14. **Assignment:** This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that Vendor may not assign this Agreement or any obligations imposed hereunder without the prior written consent of the Board.

15. **Confidential Information, Dissemination of Information, Ownership, Survival:**

A. **Confidential Information:** In performance of this Agreement, Vendor may have access to or receive certain information that is not generally known to others ("**Confidential Information**"). Confidential Information shall include but may not be limited to: employee, volunteer, student, or teacher data including, but not limited to name, address, student identification number, social security number, phone number, email address, gender, date of birth, ethnicity, race, foster care status, disabilities, school, grade, grade point average, standardized test scores, ISAT scores, assessment data, after school activities, highest grade completed, discipline history, criminal history, free or reduced lunch qualifications, housing status, income, household income or payroll information. Vendor shall not use or disclose any Confidential Information without the prior written consent of the Board. Vendor shall use at least the same standard of care in the protection of the Confidential Information of the Board as Vendor uses to protect its own confidential information, but in any event such Confidential Information shall be protected in at least a commercially reasonable manner. The Board acknowledges that all test items, underlying ideas, algorithms, item calibrations, concepts, procedures, processes, principles, know-how, and methods of operation that comprise the Assessment System, including updates enhancements, modifications and improvements are confidential and proprietary to Vendor and contain trade secrets (collectively referred to as "**Vendor Confidential Information**"), and the Board will respect such confidentiality, shall use reasonable efforts to keep all such information confidential. To the extent permitted by law, the Board agrees not to use, disclose, or distribute any Vendor Confidential Information, directly or indirectly, to any third parties without the prior written consent of Vendor, except that the Board shall be authorized to disclose Vendor Confidential Information to the Board's employees, provided the Board informs its employees of the confidentiality obligations contained herein.

B. **FERPA:** Vendor shall maintain student education records for and on behalf of the Board – in accordance with the Family Educational Rights and Privacy Act ("**FERPA**"), 20 U.S.C. § 1232g for the primary purpose of providing assessment and research services pursuant to this Agreement. Without prior written authorization from the Board, Vendor shall not put any Board Data into Vendor's Growth Research data base ("**GRD**"). The GRD is Vendor's research database of student assessment data from across the United States. The Board may, at its sole discretion, authorize NWEA to enter Board Data into the GRD, in which case the Board shall notify Vendor in writing, whereupon Vendor will load Board Data into the GRD within ten (10) business days of receipt of such notice, at no additional cost to the Board. If Authority is granted by the Board, Vendor may itself, through its own employees or contractors, use the student education records housed and maintained in the Growth Research Database to conduct longitudinal studies, alignment studies, linking studies, and norming studies for the benefit of



the Board and for the collective benefit of other subscribers to Vendor's services. Vendor will protect personally identifiable information derived from student education records provided by the Board from further disclosure, and will maintain systemic firewalls to ensure that such personally identifiable information obtained from the Board is shared only with that Board except pursuant to a disclosure authorized by the Board or for contemplated assessment and research activities authorized herein. Personally identifiable information derived from student education records provided to Vendor will be disclosed only to Vendor's employees or employees of contractors who have a legitimate educational interest in maintaining the data and are organizing or analyzing the data for uses authorized in this Agreement.

C. Dissemination of Information: Except as set forth in this Agreement, Vendor shall not disseminate any Confidential Information to a third party without the prior written consent of the Board. Vendor shall not issue publicity news releases or grant press interviews related to this Agreement, except as may be required by law or with the prior written consent of the Board. If Vendor is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any Confidential Information which may be in Vendor's possession, Vendor shall immediately give notice to the Board and its General Counsel with the understanding that the Board shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Vendor shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Vendor shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Vendor under this Agreement.

D. Transmitting and Storing Confidential Information: Vendor shall:

- i. When mailing physical copies of Confidential Information, send the Confidential Information in a tamper-proof, labeled container, with a tracking number and a delivery confirmation receipt;
- ii. Only mail Confidential Information on electronic media, such as CDs, DVDs, electronic tape, etc., if the Confidential Information is encrypted. Encryption must utilize the Advanced Encryption Standard ("AES") algorithm with a key of 256 bits or greater ("**Encrypt**"). The Confidential Information shall only be mailed in accordance with the provisions of Section i, above;
- iii. Encrypt all Confidential Information prior to transmitting it electronically. Vendor shall not transmit any unencrypted Confidential Information via email, blackberry, blackjack, instant messages or any other unencrypted protocols;
- iv. Not send any password or other information sufficient to allow decryption of Confidential Information with the Encrypted Confidential Information;
- v. Keep all physical copies (paper or other physical representations) of Confidential Information under lock and key, or otherwise have sufficient physical access control measures to prevent unauthorized access. Vendor shall not leave Confidential Information unsecured and unattended at any time;
- vi. Encrypt any Confidential Information stored on electronic media, such as CDs, DVDs, , flash drives, etc. Further, such electronic media shall be kept locked, or otherwise have sufficient physical access control measures to prevent unauthorized access. Vendor shall not leave Confidential Information in any electronic format unsecured and unattended at any time;

- vii. Vendor shall password protect any laptop or computer that contains Confidential Information. Additionally, any laptop or computer that contains Confidential Information shall have its full hard drive Encrypted. Vendor shall not leave any laptop or computer unattended without enabling a screen-lock or otherwise blocking access to the laptop or computer. Vendor shall ensure that no password or other information sufficient to access a laptop or computer containing Hardware Confidential Information is attached or located near the laptop or computer at any time.
- E. Use of Confidential Information: Vendor shall not use the Confidential Information for any purpose not specifically identified in Exhibit A, including, but not limited to any research project whether internal or external to Vendor, except as provided by this Agreement. Any use of the Confidential Information not specifically contemplated in this Agreement shall be considered a material breach of this Agreement.
  - F. Third Party Confidential Information and Proprietary Information: Except as provided in this Agreement, Vendor agrees not to utilize, analyze, reverse engineer, or otherwise exploit any third party Confidential Information or proprietary information in performing the Services regardless of where Vendor obtained the third party Confidential Information or proprietary information unless Vendor has previously secured the appropriate authorization in writing from such third party. In accordance with Section 15 and Section 18, Vendor hereby agrees to indemnify and hold harmless the Board against any and all claims related to third party Confidential Information and proprietary information in connection with or arising out of the acts or omissions of Vendor or its Staff under this Agreement.
  - G. Staff and Subcontractors: Both parties agree to cause its personnel, staff and subcontractors, if any, to undertake the same obligations of confidentiality and ownership agreed to herein.
  - H. Freedom of Information Act: Vendor acknowledges that this Agreement and all documents submitted to the Board related to this contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. If Vendor has identified specific information as trade secrets and commercial or financial information where disclosure may cause competitive harm and claims that such information falls within a FOIA exemption, the Board shall redact those portions of the Agreement and/or documents designated as trade secret or proprietary information. Vendor acknowledges that the redacted Agreement shall be posted on the Board's Internet website at [www.cps.edu](http://www.cps.edu). In accordance with Section 15 and subject to Section 18, Vendor agrees to indemnify and hold the Board harmless from and against any claims arising out of the Board redacting those portions of the Agreement designated as trade secret or proprietary information.
  - I. Survival: The provisions of this Section 15 shall survive the termination or expiration of this Agreement.
16. Representations and Warranties of Vendor: Vendor represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the Term of this Agreement:
- A. Compliance with Laws: Vendor is and shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to this Agreement and the performance of Services in effect now or later and as amended from time to time, including but not limited to the Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, the Drug-Free Workplace Act, the Illinois Student Records Act, the Family Educational Rights and Privacy Act, the Protection of Pupil Rights Act and any others relating to non-discrimination. Further, Vendor is and shall remain in compliance with all Board policies and rules. Board policies and rules are available at <http://www.cps.edu/>;

- B. Good Standing: Vendor, each of its members, if a joint venture or limited liability company, and each of its subcontractors, if any, have not been deemed by the Board's Chief Purchasing Officer to be in default under any other agreement with the Board during the five (5) year period immediately preceding the effective date of this Agreement, and have not been debarred under the Board's Debarment Policy during the three (3) year period immediately preceding the effective date of this Agreement;
- C. Authorization: In the event Vendor is an entity other than a sole proprietorship, Vendor represents that it has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Vendor is duly authorized by Vendor and has been made with complete and full authority to commit Vendor to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Vendor;
- D. Financially Solvent: Vendor warrants that it is financially solvent, is able to pay all debts as they mature, and is possessed of sufficient working capital to supply all Services and perform all obligations under this Agreement;
- E. Gratuities: No payment, gratuity, or offer of employment was made to or by Vendor, any of its members if a limited liability company or joint venture or, to the best of Vendor's knowledge, to any subcontractors, in relation to this Agreement or as an inducement for award of this Agreement. Vendor is and shall remain in compliance with all applicable anti-kickback laws and regulations;
- F. Contractor's Disclosure Form: The disclosures in the Contractor's Disclosure Form (or any ratification thereof) submitted by Vendor are true and correct. Vendor shall promptly notify the Board of any material change in the information set forth therein, including, but not limited to, change in ownership or control, and any such change shall be subject to Board approval, which shall not be unreasonably withheld;
- G. Background Investigations and Criminal Background Investigations: Vendor represents and warrants that, at its own cost and expense, it shall have a complete fingerprint-based criminal history records check ("**Records Check**") conducted on any and all employees, agents and subcontractors ("**Staff**") who may have direct, regular contact with CPS students under this Agreement in accordance with the Illinois School Code (§105 ILCS 5/34-18.5); the *Sex Offender and Child Murderer Community Notification Law*, created under Illinois Public Act 94-219, eff. August 2005; and the *Child Murderer Violent Offender Against Youth Notification Law*, created under Public Act 94-945. Such complete Records Check consists of the following:
- fingerprint-based checks through the Illinois State Police (ISP) and the FBI,
  - check of the Illinois Sex Offender Registry (IL-SOR), and
  - check of the Violent Offender Against Youth Registry (see below).

The purpose of the Records Check is to confirm that none of these persons have been convicted of any of the criminal or drug offenses enumerated in subsection (c) of §105 ILCS 5/34-18.5 or any offenses enumerated under the *Sex Offender and Child Murderer Community Notification Law*, or the *Child Murderer Violent Offender Against Youth Notification Law*, or have been convicted within the past seven (7) years of any other felony under the laws of Illinois or of any offense committed or attempted in any other state or against the laws of the United States that, if committed or attempted in the State of Illinois, would have been punishable as a felony under the laws of Illinois.

Vendor understands and agrees that it shall not allow any of its employees or subcontractors to have direct regular contact with a CPS student until a Records Check has been conducted for such person and the results of the Records Check satisfies the requirements of §105

ILCS 34-18.5 and the requirements of the Acts and Laws referenced in the preceding paragraph, as amended from time to time.

It is understood and agreed that Vendor's non-compliance with this sub-section will constitute a material breach of this Agreement;

- I. Research Activities and Data Requests: Vendor acknowledges and agrees that in the event Vendor seeks to conduct research activities in any Board school or use Board student data for research purposes beyond the research studies provided herein in Section 15, Vendor shall comply with the Board's Research Study and Data Policy adopted on July 28, 2010, as may be amended from time to time. Vendor acknowledges and agrees that it may not begin research activities or obtain data for research purposes that are not described and permitted in Section [Insert Confidentiality Reference] without the prior written consent of the Chief Performance Officer or their designee;
- J. Ethics: No officer, agent or employee of the Board is or will be employed by Vendor or has or will have a financial interest, directly or indirectly, in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board's Ethics Policy (11-0525-PO2), adopted May 25, 2011, as may be amended from time to time, which policy is incorporated herein by reference as if fully set forth herein;
- K. Prohibited Acts: Within the three (3) years prior to the effective date of this Agreement, Vendor or any of its members if a joint venture or a limited liability company, or any of its or their respective officers, directors, shareholders, members, managers, other officials, agents or employees (i) have not been convicted of bribery or attempting to bribe a public officer or employee of any public entity and (ii) have not been convicted of agreeing or colluding among contractors or prospective contractors in restraint of trade, including bid-rigging or bid-rotating, as those terms are defined under the Illinois Criminal Code; and
- L. Assignment of Warranties. If applicable, Vendor has the right, title, and ability to assign and shall assign to the Board any third-party warranties concerning the Assessment System and Services provided under this Agreement from the Assessment System manufacturer to the Board.
- M. Warranty of Title: The Services are free and clear from all liens, contracts, chattel mortgages or other encumbrances; that Vendor has the lawful right to dispose of and sell the Services and that Vendor shall warrant and defend its title against all claims;
- N. Documentation Warranty. Vendor will make reasonable efforts to keep Documentation provided to the Board from Vendor concerning the Assessment System and Services current with the upgrades of the Assessment System and Services;
- O. Business Requirements. Vendor agrees to provide the Assessment System consistent with the Documentation and the requirements set forth in Vendor's proposal throughout the Term of this Agreement.
- P. Free of Defect Media. The tapes, diskettes, and CD-Rom and other media on which the Assessment System are furnished shall be free from defects in materials and workmanship under normal use for 90 days from the date of delivery;

Q. Free of Computer Viruses. Vendor shall use commercially reasonable best efforts to ensure that the Assessment System is free of Computer Viruses. Vendor shall also maintain a master copy of the appropriate versions of the Assessment System, free of computer viruses;

All warranties will survive inspection, acceptance payment and expiration or termination of this Agreement. Nothing in the foregoing warranties will be construed to limit any other rights or remedies available to the Board under the law and the Agreement.

17. Independent Contractor: It is understood and agreed that the relationship of Vendor to the Board is and shall continue to be that of an independent contractor and neither Vendor nor any of Vendor's Staff shall be entitled to receive Board employee benefits. It is further understood and agreed that the Board shall not be responsible for, nor incur any liability for, any State or Federal withholding or other taxes or for FICA or State unemployment insurance for Vendor, its agents, employees or subcontractors, and the payment of any such taxes incurred or due by Vendor shall be the sole responsibility of Vendor. Vendor agrees that neither Vendor, nor its Staff shall represent themselves as employees or agents of the Board. Vendor shall provide the Board with a valid taxpayer identification number as defined by the United States Internal Revenue Code, including, but not limited to, a Social Security Number or a Federal Employer Identification Number.

18. Indemnification: Vendor agrees to indemnify and hold harmless the Board, its members, employees, agents, officers and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including without limitation, costs and attorney fees, arising out of, or relating to, any and all third party claims, liens, damages, obligations, actions, suits, judgments, settlements or causes of action of every kind, nature and character, in connection with or arising out of Vendor's negligence or willful misconduct in the performance of this Agreement. Vendor's obligations under this paragraph will not apply to any infringement arising out of (i) any use or combination of the Assessment System with any other products, goods, services or other items furnished by anyone other than Vendor unless the use or combination has been approved in writing by Vendor for use with the Assessment System, (ii) any modification or change made by the Board and not authorized in writing by Vendor, (iii) the use of an infringing version of the Assessment System after Vendor has provided both written notification to the Board to cease use of the infringing version and the Vendor has made a comparable non-infringing version available to the Board, or (iv) any services provided or products developed to specifications which the Board has supplied or required of Vendor. In the event that Vendor reasonably believes that it will be required to discontinue use of the Assessment System or any portion thereof, Vendor will do one of the following, at its sole option: (a) Vendor will obtain for the Board the right to continue use of the Assessment System; (b) Vendor will modify the Assessment System to make it non-infringing; or (c) if Vendor is not reasonably able to accomplish the foregoing, Vendor may terminate the Board's right to use the infringing portions of the Assessment System and refund the Board any moneys paid to Vendor for such terminated portions of the Assessment System.

In addition, Vendor will indemnify, hold harmless, and defend the Board from any claim, demand, cause of action, debt or liability (including reasonable attorneys' fees and expenses) that the Services infringes, misappropriates, or otherwise violates any intellectual property (patent, copyright, trade secret or trademark) rights of a third party.

Vendor shall, at its own cost and expense, appear, defend and pay all attorney fees and other costs and expenses arising hereunder. In addition, if any final judgment shall be rendered against the Board in any such action, Vendor shall, at its own expense, satisfy and discharge such obligation of the Board. The Board shall have the right, at its own expense, to participate in the defense of any suit, without relieving Vendor of any of its obligations hereunder.

However, if Vendor, after receiving notice of any such proceeding, fails to promptly begin the defense

of such claim or action, the Board may (without further notice to Vendor) retain counsel and undertake the defense, compromise or settlement of such claim or action at the expense of Vendor, subject to the right of Vendor to assume the defense of such claim or action at any time prior to settlement, compromise or final determination thereof. The cost and expense of counsel retained by the Board in these circumstances shall be borne by Vendor and Vendor shall be bound by, and shall pay the amount of any settlement, compromise, final determination or judgment reached while the Board was represented by counsel retained by the Board pursuant to this paragraph, or while Vendor was conducting the defense.

The indemnities set forth herein shall survive the expiration or termination of this Agreement.

19. **Non-Liability of Board Officials:** Vendor agrees that no Board member, employee, agent, officer or official shall be personally charged by Vendor, its members if a joint venture or any subcontractors with any liability or expense under the Agreement or be held personally liable under the Agreement to Vendor, its members if a joint venture or any subcontractors.
20. **Board Not Subject to Taxes:** The federal excise tax does not apply to the Board by virtue of Exemption Certificate No. 36-600584, and the State of Illinois sales tax does not apply to the Board by virtue of Exemption No. E9997-7109. The amounts to be paid to Vendor hereunder are inclusive of all other taxes that may be levied or based on this Agreement, including without limitation sales, use, nonresident, value-added, excise, and similar taxes levied or imposed on the Services to be provided under this Agreement, but excluding taxes levied or imposed on the income or business privileges of Vendor. Vendor shall be responsible for any taxes levied or imposed upon the income or business privileges of Vendor.
21. **Insurance Requirements:** Vendor, at its own expense, shall procure and maintain insurance covering all operations under this Agreement, whether performed by Vendor or by subcontractors. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service and policies shall not contain non-standard exclusions. Vendor shall submit to the Board satisfactory evidence of insurance coverage prior to the supply of any Services and upon request, shall promptly provide a certified copy of any applicable policy of insurance. Minimum insurance requirements are:
  - A. **Workers' Compensation and Employers' Liability Insurance:** Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance covering all Vendor's employees, with limits of not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per occurrence. The workers' compensation policy shall contain a waiver of subrogation clause;
  - B. **Commercial General Liability Insurance (Primary and Umbrella):** Commercial General Liability Insurance or equivalent with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury, personal injury and property damage liability coverage. Coverage shall include, but not be limited to: all operations, contractual liability, independent contractors, products/completed operations (for a minimum of two (2) years following completion), and defense;
  - C. **Professional Errors and Omissions:** Proposer shall maintain such coverage with limits of not less than Two Million and 00/100 Dollars (\$2,000,000) per claim for errors and omissions in conjunction with professional services inclusive of assumption of contractual liability. The policy shall have a retroactive date effective with the commencement of professional services and have an extended reporting period of not less than two (2) years following completion of such professional service. Subcontractors performing work for the Vendor who do not render professional services are not required to provide this coverage;

- D. Umbrella/Excess Liability Insurance: Umbrella or Excess Liability Insurance with limits of not less than Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence, which will provide additional limits for Commercial General Liability Insurance and Automobile Liability Insurance;
- E. Automobile Liability Insurance: Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with any Agreement, with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage;
- F. Cyber Liability: If any Board of Education confidential financial, staff or student information is kept on laptop computers, Vendor shall carry coverage for damages arising from a failure of computer security, or wrongful release of private information including expenses for notification as required by local, state, or federal guidelines. Limit of liability should be at least Two Million and 00/100 Dollars (\$2,000,000.00) per claim and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Any retroactive date or prior acts exclusion must predate both the date of this Agreement and any earlier commencement of any services. If coverage is a "claims made basis", a two (2) to five (5) year extended reporting provision must be included. Cyber Liability coverage may be included in the technology errors and omissions.
- F. Additional Insured: Vendor shall have its Commercial General Liability Insurance and Automobile Liability Insurance policies endorsed to provide that the Board of Education of the City of Chicago, a body politic and corporate, and its members, employees and agents, and any other entity as may be designated by the Board are named as additional insured on a primary basis without recourse or right of contribution from the Board.

The insurance company, or its representative, shall submit an insurance certificate evidencing all coverage as required hereunder and indicating the Additional Insured status as required above. The Certificate must provide sixty (60) days prior written notice of material change, cancellation, or non-renewal be given to:

Risk Management  
Board of Education of the City of Chicago  
125 South Clark Street, Floor  
Chicago IL 60603

The Board will not pay Vendor for any Services if satisfactory proof of insurance is not provided before the supply of any Services. The Board reserves the right to modify, delete, alter, or change insurance requirements at any time.

Vendor shall require any subcontractors under this Agreement to maintain insurance at the same levels described above and naming Vendor, the Board inclusive of its members, employees and agents, and any other entity designated by the Board as additional insureds. Vendor will maintain a file of subcontractor's insurance certificates evidencing compliance with these requirements.

Any failure of the Board to demand or receive proof of insurance coverage shall not constitute a waiver of Vendor's obligation to obtain the required insurance. The receipt of any certificate does not constitute agreement by the Board that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. Vendor's failure to carry or document required insurance shall constitute a breach of Vendor's agreement with the Board. In the event Vendor fails to fulfill the insurance requirements of this Agreement, the Board retains the right to stop the supply of Services until proper evidence of insurance is provided, or the Board may terminate this Agreement.

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Vendor. Any insurance or self-insurance programs maintained by the Board of Education do not contribute with insurance provided by Vendor under this Agreement.

Vendor agrees that insurers waive their rights of subrogation against the Board.

The coverages and limits furnished by Vendor in no way limit Vendor's liabilities and responsibilities specified within this Agreement or by law. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

**22. Audit and Document Retention:** Vendor shall permit and cooperate in good faith, during normal business hours and days and with ten (10) business days advance written notice, in any audits by the Board, including its Department of Procurement and Contracts, or its agents for compliance by the Vendor with this Agreement. Vendor shall furnish the Board with such information, supporting documentation and reports as may be requested relative to the progress, execution and costs of the Services, and compliance with applicable MBE/WBE requirements. Failure of the Vendor to comply in full and cooperate with the requests of the Board or its agents shall give the Board, in addition to all other rights and remedies hereunder, the right to charge the Vendor for the cost of such audit. Vendor shall maintain all records, correspondence, receipts, vouchers, memoranda and other data relating to Vendor's Services under this Agreement. All records referenced above shall be retained for five (5) years after the termination or expiration of this Agreement, including any renewals, and shall be subject to inspection and audit by the Board. Vendor shall require all of its subcontractors to maintain the above-described records and allow the Board the same right to inspect and audit said records as set forth herein.

**23. Notices:** All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally or (ii) sent by confirmed telex or facsimile (followed by the actual document), or (iii) one day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt. Refusal to accept delivery has the same effect as receipt.

**IF TO THE BOARD:** Michael Deuser  
125 South Clark Street, 11<sup>th</sup> Floor  
Chicago, IL 60603

Copy to: Patrick J. Rocks, General Counsel  
125 South Clark Street, Suite 700  
Chicago, IL 60603  
Fax: (773) 553-1701

**IF TO VENDOR:** Northwest Evaluation Association  
121 NW Everett Street  
Portland, Oregon 97214  
Attention: Jeff Strickler  
Fax: (503) 639-7873

**24. Right of Entry:** Vendor, and any of its Staff supplying Services shall be permitted to enter upon a school site in connection with the supply of the Services hereunder, subject to the terms and conditions contained herein and those rules established by the Board. Vendor shall provide advance notice to the Board whenever applicable, of any such intended entry. Consent to enter upon a school site given by the Board shall not create, nor be deemed to imply, the creation of any



additional responsibilities on the part of the Board. Vendor shall use, and shall cause each of its Staff to use, the highest degree of care when entering upon any property owned by the Board in connection with the supply of the Services. In the case of any property owned by the Board, or property owned by and leased from the Board, Vendor shall comply and shall cause each of its Staff, to comply with any and all instructions and requirements of Board or authorized Board representative for the use of such property. Any and all claims, suits or judgments, costs, or expenses, including, but not limited to, reasonable attorneys fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the applicable terms and conditions of this Bid including without limitation the indemnification provisions contained in this Agreement.

25. **Non-Discrimination:** It shall be an unlawful employment practice for Vendor or any of its subcontractors to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, or other terms, conditions, or privileges of employment, because of such individual's race, color, ancestry, religion, sex, sexual orientation, age, disability, marital status, parental status, military discharge status or national origin; or to limit, segregate, or classify employees or applicants for employment in any way that would deprive or tend to deprive any individual from equal employment opportunities or otherwise adversely affect an individual's status as an employee because of such individual's race, color, ancestry, religion, sex, sexual orientation, age, disability, marital status, parental status, military discharge status or national origin. At all times, Vendor shall remain in compliance with, but not limited to: the Civil Rights Act of 1964, 42 U.S.C.A. §2000a, *et seq.*, as amended; the Age Discrimination in Employment Act, 29 U.S.C.A. §621, *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. §701, *et seq.*; as amended; the Americans with Disabilities Act, 42 U.S.C.A. §12101, *et seq.*; the Individuals with Disabilities Education Act, 20 U.S.C.A. §1400 *et seq.*, as amended; the IL Human Rights Act, 775 ILCS 5/1-101, *et seq.* as amended; the IL School Code, 105 ILCS 5/1-1 *et seq.*; the IL Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*; and the Chicago Human Rights Ordinance, ch. 2-160 of the Municipal Code of Chicago, and all other applicable federal statutes, regulations and other laws.
26. **Entire Agreement and Amendment:** This Agreement, including all exhibits attached to it and incorporated into it, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this Agreement, including, but not limited to Exhibit A, the Statement of Work and any Exhibits, Attachments, and/or Appendices incorporated into Exhibit A, the Statement of Work. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect.
27. **Governing Law:** This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Vendor irrevocably submits itself to the original jurisdiction of either the federal district court or state courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the execution or performance of this Agreement. Vendor agrees that service of process on Vendor may be made, at the option of the Board, by either registered or certified mail to the address and to the person set forth on the Bid Execution Page, to such other address or person as may be designated by Vendor in writing, to the office actually maintained by Vendor or by personal delivery on any officer, director or managing or general agent of Vendor. If any action is brought by Vendor against the Board concerning this Agreement, the action shall only be brought in either the federal district court or state courts located within the County of Cook, State of Illinois.
28. **Continuing Obligation To Perform:** In the event of any dispute between Vendor and the Board, Vendor shall expeditiously and diligently proceed with the performance of all of its obligations under this Agreement with a reservation of all rights and remedies it may have under or pursuant to this Agreement at law or in equity.

29. **Conflict Of Interest:** This Agreement is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of contracts to, former Board members within a one year period following expiration or other termination of their office.
30. **Indebtedness:** Vendor agrees to comply with the Board's Indebtedness Policy (96-0626-PO3) as may be amended from time to time, which is hereby incorporated by reference into and made a part of this Agreement as fully set forth herein.
31. **Inspector General:** Each party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.
32. **Waiver:** No delay or omission by the Board to exercise any right hereunder shall be construed as a waiver of any such right and the Board reserves the right to exercise any such right from time to time and as often as may be deemed expedient.
33. **Survival Severability:** The parties agree that Sections 6(E), 12, 15, 18, 22, 27, 32, 36 shall survive the supply of Services by Vendor or the termination of this Agreement for any reason. In the event that any one or more of the provisions contained herein will for any reason be held to be unenforceable or illegal, such provision will be severed; and the entire Agreement will not fail, but the balance of this Agreement will continue in full force and effect. In such event, the parties agree to negotiate in good faith a substitute enforceable and legal provision that most nearly effects the intent of the parties in entering into this Agreement.
34. **Joint and Several Liability:** If Vendor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof); then, and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Vendor shall be the joint and several obligation or undertaking of each such individual or other legal entity.
35. **Debarment Policy.** Vendor acknowledges that, in supplying Services for the Board, Vendor shall not utilize any firms that have been debarred from doing business with the Board under the Board's Debarment Policy and Procedures, 08-1217-PO1, as amended from time to time. If Vendor has engaged any firm to supply Services that is later debarred, Vendor shall sever its relationship with that firm with respect to supplying Services to the Board.
36. **Disclaimer.** EXCEPT AS SET FOR IN SECTION 9 OR SECTION 16 OF THIS AGREEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ASSESSMENT SYSTEM IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, QUALITY, PRODUCTIVENESS OR CAPACITY, OR THAT THE OPERATION OF THE ASSESSMENT SYSTEM WILL BE ERROR FREE. EXCEPT AS PROVIDED HEREIN, THE ENTIRE RISK AND LIABILITY ARISING OUT OF THE USE OF THE ASSESSMENT SYSTEM REMAINS WITH THE BOARD. THERE IS NO WARRANTY FOR PERFORMANCE ISSUES (a) CAUSED BY FACTORS OUTSIDE OF VENDOR'S REASONABLE CONTROL; OR (b) THAT RESULTED FROM ANY ACTION OR INACTION OF THE BOARD; OR (c) RESULTING FROM SCHEDULED MAINTENANCE PERIODS.
37. **Limitation.** EXCEPT TO THE EXTENT THE FOLLOWING LIABILITY LIMITATION IS PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES OR EXPENSES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST OPPORTUNITY, LOST SAVINGS, LOSS OF GOODWILL, LOST BUSINESS, LOSS OF ANTICIPATED BENEFITS,

BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF OR DAMAGE TO DATA, COMPUTER FAILURE OR MALFUNCTION, OR PECUNIARY LOSS, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF THE USE OF OR INABILITY TO USE THE ASSESSMENT SYSTEM, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR VENDOR'S OBLIGATIONS UNDER SECTION 15, CONFIDENTIALITY AND SECTION 18, INDEMNIFICATION AND LIABILITY ARISING FROM BODILY INJURY OF A PERSON VENDOR'S ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE COST TO THE BOARD FOR THE RIGHT TO USE THE ASSESSMENT SYSTEM IN THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY OR IF PRIOR TO THE TWELFTH MONTH OF THIS AGREEMENT THE GREATER OF THE AMOUNT ACTUALLY PAID BY THE BOARD TO USE THE ASSESSMENT SYSTEM TO DATE OR THE COST TO THE BOARD TO USE THE ASSESSMENTS SYSTEM AS STATED IN ATTACHMENT A TO STATEMENT OF WORK (EXHIBIT A).

**38. Force Majeure.** NWEA will not be deemed to be in default of the Agreement, nor will it be liable to CPS, for failure to perform any of its obligations under this contract for any period to the extent that such failure results from any event or circumstance beyond NWEA's reasonable control, including acts or omissions of CPS or its third parties, natural disasters, riots, war, civil disorder, court orders, acts or regulations of governmental bodies, strikes or other labor disputes or failures or fluctuations in electrical power, heat, light, air conditioning, telecommunications equipment or lines (including internet connectivity), or other equipment failure which it could not have prevented by reasonable precautions or could not have remedied by the exercise of reasonable efforts, provided that the exercise of such reasonable efforts will not require the incurrence of any additional cost or expense.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the latest Date below.

**BOARD OF EDUCATION OF THE CITY OF CHICAGO**

**NORTHWEST EVALUATION ASSOCIATION**

By: David J. Vitale  
David J. Vitale, President  
Attest: Estela G. Beltran  
Estela G. Beltran, Secretary  
Date: 5/18/12

By: JEFF STRICKLAND  
Signature: Jeffrey R. Strickland  
Title: EVPA COO

Board Report No. 12-0222-PR3 -1

Date: 5-14-2012

Approved as to legal form: PP

By: Patrick J. Rocks  
Patrick J. Rocks, General Counsel

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**Attachments:**

Exhibit A: Statement of Work

Attachment A: Pricing and Staffing Summary

Attachment B: Web-based MAP Technical Requirements

Attachment C: Accommodations

Appendix A: Deliverable Guidelines

Appendix B: Change Order Request

Exhibit B: Service Level Agreement

**Exhibit A  
Statement of Work**

**1. Project Approach**

NWEA's goal is to provide CPS with successful implementation of NWEA's assessment services and provide ongoing professional development and technical resources. The resources outlined in this Statement of Work establish a recommended minimum baseline for CPS services and details optional services. The plan and approach set forth in this Statement of Work provides CPS with a recommended approach to insure the appropriate Subject Matter Experts (SME) are available to help CPS successfully implement NWEA assessment services.

**1.1 Summary of Resources and Costs**

Please see Attachment A, Pricing and Staffing Summary.

**1.2 Statement of Work**

This Statement of Work (SOW) describes the work to be undertaken by NWEA ("Services") under the terms and conditions of the Agreement with the Effective Date of March 1, 2012 agreement between Northwest Evaluation Association and Board of Education of the City of Chicago (CPS), ("Agreement"). Described within this SOW is the Project and the Services, which consists of the Deliverables to be provided by NWEA to CPS and CPS' responsibilities and related the Deliverables.

Changes to this SOW will be processed in accordance with the procedure described in Appendix A, Project Change Control Procedure. The investigation and the implementation of changes agreed to by CPS and NWEA may result in modifications to the Estimated Schedule, Charges, and other terms of this SOW and/or the Agreement.

To the extent there is any contradiction, inconsistency or ambiguity between the terms of this SOW and the Agreement, this SOW will govern. This SOW, its Appendices, and the Agreement represent the entire agreement between the parties regarding the subject matter and replace any prior oral or written communications. This Statement of Work hereby incorporates the following: (i) Attachment A, Pricing and Staffing Summary; (ii) Attachment B, Web-Based MAP Technical Requirements; (iii) Attachment C, Accommodations; (iv) Appendix A, Deliverables Guidelines/Change Order Process; (v) Appendix B, Change Order Request Form; and (vi) Exhibit B, Service Level Agreement.

**2. Assumptions and Responsibilities**

**2.1 General Assumptions**

The pricing and project deliverables by NWEA in this SOW are based on the following assumptions which are accepted and agreed to by NWEA and CPS.

Category	Assumptions
Test and Item Development	NWEA has not proposed any custom test or item development for this project. The MAP Reading, Language Usage, Mathematics, and Science tests available to Chicago Public Schools as part of the Adaptive Growth Assessments program will also be available to other schools and districts in the State of Illinois that have agreements with NWEA.

Category	Assumptions
Custom Software Development	NWEA has proposed use of its standard MAP assessment system components, with the addition of custom Active Directory integration and Automatic Data Rostering which are included in the price set forth herein for the assessment system. Requests for any other custom system features will be scoped for cost estimation, and the estimates will be presented to CPS as a contract change order.
Custom Reports	NWEA has proposed use of its standard reports, with the addition of the custom reports set forth in Section 3.5 and Attachment A that NWEA will generate up to four times per year. Requests for custom reports will be scoped for cost estimation, and the estimates will be presented to CPS as a contract change order.
Custom Research Studies	NWEA has proposed methodologies to provide CPS with additional data and metrics for its Adaptive Growth Assessments program. NWEA has provided for certain data and reports to be provided to CPS within the scope of the psychometric/research hours provided to CPS. Additional requests for custom research reports requested by CPS and agreed to by NWEA will be billed to CPS at the hourly rates included for research in this SOW.
Teacher Effectiveness Scores	The MAP assessment system produces data about student achievement and growth. It is understood that CPS intends to use MAP data as part of a value added model for teacher evaluation with Value-Added Research Center at the University of Wisconsin – Madison under a separate contract.
Universal Access	<p>NWEA will provide such accommodations as are set forth in its proposal, which CPS has indicated is acceptable. If MAP data is used as part of a teacher performance program, it is important that policies CPS has crafted in this arena are executed correctly. NWEA needs to record when a student takes a test under certain conditions, such as reading the Reading or Language Usage test or using a calculator for all mathematics items. This allows CPS to know what conditions were in place in order for a student to perform at the reported level. When a new teacher reads the results, he or she will be able to see that the accommodation was needed in order to score at that level.</p> <p>NWEA's allowable accommodations are set forth in Attachment C.</p> <p>There shall be no cost to CPS for flagging test events for which an accommodation has been provided as long as the accommodation is one listed or allowed pursuant to NWEA Accommodations policy included herein as Attachment C.</p>
Operational Reports	The MAP system offers operational reports to assist users in identifying data errors to ensure the integrity of testing data. NWEA's pricing includes standard MAP operational reports. CPS may identify additional reporting needs specific to the Adaptive Growth Assessments program, such as tracking student participation. Development and ongoing support of custom reports will require a formal change control.
Security Infrastructure	CPS is responsible for the security of its computers and network.
Installation of Peripherals	NWEA is not required to install or configure any peripheral devices.
Project Timelines	All proposed project timelines provided herein are estimated based on an assumption that contract work will begin on or around May 1, 2012.

Category	Assumptions
Acceptance Criteria	Unless set forth in this SOW, CPS, NWEA, and its subcontractors agree no other acceptance criteria will be applicable to the deliverables under this SOW.
Deliverable Acceptance	If applicable, CPS will either approve or reject deliverables within 10 business days. If no written rejection is provided to NWEA within 10 business days, the deliverable is deemed accepted.
Change Control Procedures	Any changes requested under this SOW will be subject to the change control processes described in Appendix A, Project Change Control Procedure.
Out of Scope Standards	All CPS standards, procedures, requirements, and guidelines not provided as part of this Agreement for Adaptive Growth Assessments are not in scope and will be subject to change control processes described in Appendix A, Project Change Control Procedure, except that NWEA and CPS have agreed that NWEA will expand the Product and Services in this SOW to grades K-2 in addition to grades 3 to 8, and to High School grades at the discretion of CPS.
Availability for Formal Meetings	<p>At least four times each year, NWEA's Senior Program Manager will facilitate meetings with CPS staff at mutually convenient times to review progress of the project and review the project work plan. Other applicable NWEA staff will be available to participate in meetings via conference call as needed.</p> <p>NWEA Partner Support Services will provide an online survey to the MAP teams at the end of each testing season. The survey will allow the participant to identify their role in the MAP team. Results will be collected by role and reviewed by NWEA's Partner Support Services management. The goal of gathering this information is to identify and update processes or knowledge transfer to assure members of the MAP teams have the information and support needed for the subsequent test season.</p>
Office Space	NWEA's pricing assumes CPS will provide office space for up to twelve (12) NWEA staff, including NWEA's Senior Program Manager, two (2) Implementation Support Specialists, two (2) Technical Support Specialists, and four on-site Professional Development staff.
CPS Tier 1 Support	The CPS Office of Assessment will be responsible for resolving all questions, incidents, and problems that are not related to use of the MAP system, such as policy-related questions. NWEA technical support outlined in this Statement of Work and the Agreement is limited to escalated Tier 2 and Tier 3 support. Tier 2 and Tier 2 support is limited to MAP system incidents and issues. Tier 2 and 3 support does not include assistance with curriculum planning or interpretation of data.

Category	Assumptions
Availability of CPS School Staff	<p>NWEA has proposed a support model that involves training and implementation planning services for each CPS school implementing the MAP assessment system. NWEA's Partner Support Services Team will work with designated staff at each school using MAP; these individuals are referred to as the school-based MAP Team.</p> <ul style="list-style-type: none"> <li>• The school-based MAP Team is responsible for ensuring the MAP system components are set up correctly, providing school-based training on product use, and serving as the focal point for support escalations to the CPS Tier 1 help desk.</li> <li>• School staff must be generally available for NWEA onsite visits to assist in determining lab/technology readiness.</li> <li>• Each CPS school implementing MAP is responsible for ensuring the school's technology supports the minimum requirements for the MAP web-based system, including installation of the lockdown browser, appropriate Flash version and sufficient dedicated bandwidth requirements during testing.</li> </ul>
NWEA Annual Support Staffing Plan	<p>NWEA will monitor and regularly evaluate support metrics and will work with CPS at the end of each testing season to determine the Support staffing plan for subsequent testing seasons. NWEA requires a minimum of 60 calendar days lead time to change its staffing plan. CPS will retain the right to instruct NWEA to maintain its then level of staffing, to not reduce its proposed staffing as much as provided in this SOW, or to increase its staffing for a subsequent test season upon 60 days notice. Any increase in staffing requested by CPS not within the scope of this SOW will be at the applicable rates provided for in this SOW.</p>
System Administrators	<p>NWEA will work with CPS to ensure that System Administrator functions are properly identified and performed prior to each testing window.</p>
Student and Parent Access	<p>NWEA offers a Student Progress Report that teachers can share with students and parents. NWEA does not offer direct student or parent access to the MAP system reports nor access to Partner Support Services as NWEA has no means of verifying the authenticity of the individual students or the way in which CPS is choosing to use the data. All questions by or between a student or parent will be directed to CPS for validation and accuracy of response.</p>
CPS Coordination for Onsite Workshops	<p>CPS will provide facilities and equipment (e.g., computers with Internet connection, and projectors) for the delivery of NWEA's onsite workshops during the term of this SOW. CPS staff will assist NWEA in coordinating the onsite professional development workshops. Coordination includes scheduling events, communication with workshop participants, meal planning, distributing pre-workshop materials, tracking participant attendance.</p>
Teacher Participation in Online Training	<p>The NWEA price proposal does not include reporting functionality to track teacher participation in the online modules. If this functionality is of interest to CPS, NWEA is willing to explore solutions for leveraging its learning management system to provide cost efficiencies for training and professional development resources in CPS schools.</p>



Category	Assumptions
Technical Requirements	NWEA has provided technical requirements in Attachment B to the Agreement and will work with CPS schools to recommend an optimal technology configuration/setup for performance of the MAP system. In the event the Board or a CPS school opts not to implement NWEA's recommendations such that any or all CPS schools do not meet the above technical requirements, NWEA shall not be liable for any performance issues related to CPS' inability to meet the technical requirements. NWEA anticipates releasing a new version of its assessment platform prior to the CPS fall 2012 testing season and shall inform CPS in advance of any updates to the technical requirements included in Attachment B. NWEA does not anticipate any material changes to the technical requirements for this new version of its assessment platform.
System Outages and Reporting	See: Service Level Agreement, Exhibit B.
Response Time	See: Service Level Agreement, Exhibit B.
Availability of CPS Knowledgeable Resources	NWEA's pricing and schedule estimates takes into account that, when required, CPS will make available the necessary knowledgeable and capable staffing resources to progress in the execution of the project. Should this not be done, CPS assumes responsibility for any delays caused as well as any potential cost associated with delaying the project.
Force Majeure	NWEA will not be deemed to be in default of the Agreement, nor will it be liable to CPS, for failure to perform any of its obligations under this contract for any period to the extent that such failure results from any event or circumstance beyond NWEA's reasonable control, including acts or omissions of CPS or its third parties, natural disasters, riots, war, civil disorder, court orders, acts or regulations of governmental bodies, strikes or other labor disputes or failures or fluctuations in electrical power, heat, light, air conditioning, telecommunications equipment or lines (including internet connectivity), or other equipment failure which it could not have prevented by reasonable precautions or could not have remedied by the exercise of reasonable efforts, provided that the exercise of such reasonable efforts will not require the incurrence of any additional cost or expense.
Minimum Number of Students Testing	Testing rates per student are based on actual students tested, without a minimum number.
Invoices	See: Section 6, below.

Category	Assumptions
Active Directory	<ul style="list-style-type: none"> <li>a) CPS will provide two host servers (physical or virtual) to host the Enterprise Connectors.</li> <li>b) NWEA shall use a third party tool to authenticate CPS users using CPS' Active Directory up until February 28, 2013, unless the Board executes the Initial Extension and then until June 30, 2013. Thereafter, CPS shall be responsible for providing and paying for any necessary software to provide for Active Directory. If CPS is unable or unwilling to provide for such software for Active Directory, CPS agrees to utilize NWEA's rostering system which does not provide for a single sign on functionality. NWEA will provide reasonable technical assistance in any transition needed from the third party tool used in the first year of the contract to any such tool in subsequent contract years.</li> <li>c) CPS shall provide information on Active Directory groups or Organizational Units that contain users expected to use Web-based MAP.</li> <li>d) CPS shall configure routing and DNS for accessing Enterprise Connector from inside CPS LAN, or externally if desired by CPS.</li> <li>e) CPS will provide NWEA technical contacts for assistance during implementation and troubleshooting.</li> </ul>
Automated Rostering	<ul style="list-style-type: none"> <li>a) CPS can be flexible in the ordering and delimiting of fields in the file.</li> <li>b) NWEA will create an automated process to check Chicago's secure ftp site for new files at a configurable time interval.</li> <li>c) In the event that the roster files fail any of the validation steps during the automated roster process, NWEA's automated rostering process will place error files on the CPS secure ftp server. CPS will create a process to monitor their secure ftp site for these error files and make any necessary corrections.</li> </ul>
Annual Price Increase	<p>Upon expiration of initial Term of the Agreement, or any renewal thereof, CPS and NWEA shall have the mutual option to renegotiate pricing for any option period. Such negotiation shall begin no later than March 1, prior to any option period, and shall be completed no later than April 15 of that year. In the event that both parties do not agree to revised pricing, the pricing specified in the current period shall prevail for the option period, however both CPS and NWEA shall reserve the right not to exercise the option to renew if the parties cannot agree on a revised price..</p>

## 2.2 CPS Responsibilities

This SOW assumes that CPS will have the following staff assigned, and the staff will be trained to undertake the responsibilities stated below, or that CPS and NWEA will negotiate such other staffing and responsibilities so as to meet the requirements for successful implementation of the assessments delivered under this SOW:

MAP Team Role - CPS Staff Equivalent Roles	Responsibilities to the School	Interaction with NWEA	Suggested Qualifications
CPS District Tier 1 Help Desk staff	<ul style="list-style-type: none"> <li>▪ Troubleshoot to the MAP application level, eliminating CPS network, operating system, bandwidth or other system constraints</li> <li>▪ Answer simple requests by using FAQs provided by NWEA such as providing passwords or simple "how to" questions</li> </ul> <p>Direct inquiries from school staff to appropriate CPS personnel</p>	<ul style="list-style-type: none"> <li>▪ NWEA will provide training for CPS District Tier 1 Help Desk staff</li> <li>▪ Escalate to NWEA Tier 2 support</li> <li>▪ Document calls with a unique identifier to be passed to NWEA Tier 2 for incident traceability in NWEA's CRM</li> </ul>	<ul style="list-style-type: none"> <li>▪ CPS District Help Desk standard for network, operating system, bandwidth and system constraints troubleshooting.</li> </ul>
System Administrator/ CPS <ul style="list-style-type: none"> <li>▪ Project Manager</li> </ul>	<ul style="list-style-type: none"> <li>▪ Set up and configure work stations, including lockdown browser application</li> <li>▪ Configure the MAP system with district-specific information</li> <li>▪ Plan and monitor bandwidth usage</li> <li>▪</li> </ul>	<ul style="list-style-type: none"> <li>▪ Participate in lab readiness survey</li> <li>▪ Provide information needed to build MAP system</li> <li>▪ Participate in product training sessions</li> </ul>	<ul style="list-style-type: none"> <li>▪ Computer and network competency</li> <li>▪ Permissions to access and update software on computers</li> <li>▪ Troubleshooting skills</li> </ul>

MAP Team Role - CPS Staff Equivalent Roles	Responsibilities to the School	Interaction with NWEA	Suggested Qualifications
<p>Assessment Coordinator/ CPS</p> <ul style="list-style-type: none"> <li>▪ Project Manager</li> </ul>	<ul style="list-style-type: none"> <li>▪ Plan test season and oversee MAP testing</li> <li>▪ Assign roles and communicate with team members</li> <li>▪ Determine user permissions</li> </ul>	<ul style="list-style-type: none"> <li>▪ Work with Implementation Project Manager and other MAP Team members to establish project timeline</li> <li>▪ Participate in product training sessions</li> </ul>	<ul style="list-style-type: none"> <li>▪ Understands the organization's goals for assessments</li> <li>▪ Good planning skills</li> <li>▪ Delegates effectively</li> <li>▪ Communicates well with other staff and the public</li> <li>▪ Experience with statistics and data interpretation</li> </ul>
<p>Data Administrator/ CPS</p> <ul style="list-style-type: none"> <li>▪ Project Manager</li> </ul>	<ul style="list-style-type: none"> <li>▪ Modify incorrect student and instructor information and add missing information</li> <li>▪ Modify incorrect test event data</li> </ul>	<ul style="list-style-type: none"> <li>▪ Participate in product training sessions</li> </ul>	<ul style="list-style-type: none"> <li>▪ Detail-oriented</li> <li>▪ Proactive</li> <li>▪ Computer competency</li> <li>▪ Able to communicate with staff throughout the organization to clarify issues and correct errors</li> <li>▪ Able to help other MAP users</li> </ul>
<p>Proctor/ CPS</p> <ul style="list-style-type: none"> <li>▪ Teacher</li> </ul>	<ul style="list-style-type: none"> <li>▪ Create test sessions in advance</li> <li>▪ Prepare computers before test sessions</li> <li>▪ Prepare students for tests</li> <li>▪ Start and supervise tests</li> <li>▪ Resolve technical difficulties during tests</li> </ul>	<ul style="list-style-type: none"> <li>▪ Participate in product training sessions</li> </ul>	<ul style="list-style-type: none"> <li>▪ Basic computer skills</li> <li>▪ Organized</li> <li>▪ Ability to multi-task</li> <li>▪ Good with students</li> </ul>
<p>Administrator/ CPS</p> <ul style="list-style-type: none"> <li>• SRA Team</li> <li>• Data Strategist</li> <li>• NWEA Specialist</li> <li>• Administrator</li> <li>• Assessment Coordinator</li> <li>• Tech Coordinator</li> </ul>	<ul style="list-style-type: none"> <li>▪ View MAP reports at school, class and student levels</li> <li>▪ Guide staff in using data effectively</li> <li>▪ Evaluate effectiveness and make adjustments based on test results</li> </ul>	<ul style="list-style-type: none"> <li>▪ Participate in NWEA Professional Development sessions</li> </ul>	<ul style="list-style-type: none"> <li>▪ Basic computer skills</li> <li>▪ Desire for educational excellence</li> <li>▪ Good judgment</li> <li>▪ Good with statistics and data interpretation</li> <li>▪ Vision for the future</li> <li>▪ Ability to implement new programs and tools</li> <li>▪ Good leadership and communication skills</li> </ul>

MAP Team Role - CPS Staff Equivalent Roles	Responsibilities to the School	Interaction with NWEA	Suggested Qualifications
Instructor/ CPS <ul style="list-style-type: none"> <li>Teacher</li> </ul>	<ul style="list-style-type: none"> <li>View MAP reports at class and student levels</li> <li>Adjust instruction based on test results</li> <li>Use instructional resources to tailor instruction to the level of individual students</li> </ul>	<ul style="list-style-type: none"> <li>Participate in NWEA Professional Development sessions</li> </ul>	<ul style="list-style-type: none"> <li>Basic computer skills</li> <li>Strongly motivated to help students learn</li> <li>Curiosity about how the data and instructional resources can enhance learning</li> </ul>

### 3. NWEA Responsibilities

NWEA will make its staff available to provide assistance as CPS reasonably requires per the scope of this SOW. NWEA will provide CPS with reasonable access to NWEA management one level above the NWEA Project Team management, if necessary, as well as any members of its staff on this project to enable NWEA's quick response to CPS's requests. NWEA will provide staff with the required skills and experience to perform the activities listed in this SOW.

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### 3.1 Project Management

NWEA will provide ongoing project management for the NWEA responsibilities in this SOW. The purpose of this activity is to provide direction and control of Project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity. This activity is composed of the following tasks:

#### Planning

- Review the SOW and the contractual responsibilities of both parties with the CPS Program Manager.
- Maintain project communications through the CPS Program Manager.
- Establish documentation and procedural standards for Deliverables by providing templates.
- Prepare and maintain the Schedule for performance of this SOW which lists the activities, tasks, assignments, milestones and estimates.

#### Project Tracking and Reporting

- Review Project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the Project Schedule with the CPS Project Manager.
- Work with the CPS Project Manager to address and resolve deviations from the Schedule.
- Conduct regularly scheduled Project status meetings and/or conference calls.
- Prepare and submit Weekly Status Reports to the CPS Project Manager.
- Administer the Project Change Control Procedure with the CPS Project Manager.
- Coordinate and manage the activities of NWEA Project personnel.
- NWEA will be measured against the agreed Project Schedule.

This activity will occur throughout the Project.

Deliverable: Weekly Status Reports and Project Plan as to agreed templates provided by NWEA.

### 3.2 Project Initiation and Preparation

NWEA will provide support to CPS to prepare for the Project. NWEA and CPS will jointly review and maintain the NWEA integrated Project schedule, activities, resources and dependencies on other activities which shall be known as the Integrated Project Plan.

This activity is composed of the following tasks:

- Review the NWEA Integrated Project Plan with CPS and confirm the Project scope, objectives, schedule, roles and responsibilities.
- Review issues, risk and communications management.
- Review the final Deliverable(s) content and format as outlined in Appendix A.
- Schedule status and other regular meetings.
- Establish the baseline project schedule.

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**Completion Criteria:** This activity will be completed when the Final NWEA Project Plan is agreed to by NWEA and CPS.

### 3.3 NWEA Assessments

NWEA shall deliver, to all schools designated by CPS and for all students assigned for such tests by CPS, Measures of Academic Progress ® (MAP®) for grades 2-8 and Measures of Academic Progress (MAP) for Primary Grades for students in grades K- 2, as per the Pricing set forth in Section 6 and Attachment A., and as further described below.

#### *MAP and MAP for Primary Grades*

MAP consists of two basic test types: (1) Survey Tests and (2) Survey with Goals. Survey Tests function as diagnostics; they consist of a short test (about 20 questions) that can be used to evaluate student ability quickly. This can be helpful in determining placement or baseline instruction. For MAP for Primary Grades, Screening Test and a Skills Checklist serve a similar purpose. The Survey with Goals may be considered the main assessment of the system. Survey with Goals consist of more than 40 questions and provide an overall RIT score for the subject as well as sub-scores in each of the goal performance areas. The accuracy of these tests allows the results to be used to measure student growth as well as current status. Survey with Goals tests can be administered three times per calendar year.

#### *MAP for Reading, Language Usage, and Mathematics*

Standard MAP tests present items in a multiple-choice format, and are available for reading, language usage, and mathematics. Standard MAP tests are aligned to the Common Core State Standards and include the following test types:

- **Survey test** – a 20-item adaptive test that gives an overall RIT score. Survey tests typically take about 30 minutes to administer, and they are most commonly used for course placement and intake testing.
- **Survey with Goals test** – adaptive tests designed to measure achievement of students as they grow through the grades. Survey with Goals tests typically consist of more than 40 questions and provide an overall RIT score for the subject as well as sub-scores in each of the goal performance areas. The accuracy of these tests allows the results to be used to measure student growth as well as current status. Survey with Goals tests can be administered three times per school year.

#### *MAP for Primary Grades in Reading and Mathematics*

NWEA offers MAP for Primary Grades tests for students in kindergarten through grade two in reading and mathematics. These assessments are designed to measure both student growth and instructional level on NWEA's RIT scales. Capitalizing on NWEA's RIT scales, MAP for Primary Grades assessments provide a consistent record of student growth to begin in kindergarten and continue through high school.

Many items on the MAP for Primary Grades tests are interactive in nature, meaning students can manipulate and construct answers based on the learning being assessed. MAP for Primary Grades tests also includes multiple-choice items. Three distinct test designs are utilized, enabling teachers to administer tests appropriate to each student's readiness. The different MAP for Primary Grades test types are described below.

- **Screening Assessments:** The Early Numeracy and Early Literacy Screening assessments are designed as an initial screening for students as they enter school

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(typically in kindergarten or first grade). This initial assessment helps to provide immediate screening regarding basic numeracy and literacy concepts and skills. The Screening test is designed to adjust to more challenging or more basic questions depending on the need of the student as he or she proceeds through the assessment. Reports for the Screening assessment display the percent correct for each element of the identified content.

- **Skills Checklist Assessments:** Skills Checklist assessments are used to inform instruction relative to basic reading and mathematics skills. The length of the Skills Checklist assessments adjust based on student responses to test items; the Skills Checklist tests randomly present items and automatically stop after the first 10 items if the student has not scored at least 60% by that point in the test. Students who answer 60% or more of the first 10 items correctly will then see all the remaining items in the test. This provides teachers with the maximum amount of information about which concept the student does and does not understand without frustrating the lower performing students. Skills Checklist tests report number correct and can be administered as often as is useful to the educator.
- **Survey with Goals Assessments:** The MAP for Primary Grades Survey with Goals adaptive tests are designed to provide educators with instructional information about what students are ready to learn. These tests, which are appropriate for students who have a firm grasp of foundational skills, adapt to the level of difficulty for each student. The overall subject score is used to compute student growth using NWEA's RIT scale. The MAP for Primary Grades Survey with Goals tests can be administered up to three times per school year and are aligned to the Common Core State Standards.

### 3.4 Standard Reports

The following are the Standard Reports included with MAP assessments for the academic year 2012/2013. NWEA reserves the right to add additional reports to these Standard Reports throughout the term of the Agreement.

#### Results Reports:

- District Summary Report
- Student Growth Summary Report
- Grade Report
- Class Report
- Class Breakdown by RIT Report
- Class Breakdown by Goal Report
- Class by Projected Proficiency
- Projected Proficiency Summary Report
- Achievement Status and Growth Reports
- Student Progress Report
- Student Goal Setting Worksheet

#### Instructional Resources

- DesCartes: A Continuum of Learning

#### Data Files

- District Level Comprehensive Data File w/Automated Delivery



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### Operational Reports

- o Students without Reporting Attributes
- o Potential Duplicate Profiles
- o User Roles
- o Instructors without Class Assignments
- o Students without Valid Test Results
- o Test Events by Status

Any reports requested by CPS other than as expressly provided above as Standard Reports, shall be considered Custom Reports and are subject to approval per the Change Order process set forth in Appendix A and shall be priced as per Section 6 and Attachment A for Custom Reports.

### 3.5 Custom Reports

CPS will be delivered a customized version of NWEA's standard Student Growth Summary Report which shall aggregated student test results by CPS Network, school and grade. This report will includes 'cohorts' defined as a group of students who took the same test in the first and second terms of the selected growth comparison period.

CPS can request multiple reports showing different term pairs for their growth comparison period from the following (FALL-FALL, SPRING-SPRING, FALL-SPRING, FALL-WINTER).

This report will be provided in both PDF and Excel formats with one file per school grouped into one folder per network.

CPS agrees that it will be responsible for distributing this custom report to CPS staff. This custom report will be delivered outside of the Web-based MAP product, via NWEA's secure FTP site or another delivery method to be mutually agreed upon by the parties.

The above custom Student Growth Summary Report is priced at \$6,000 as also described in the Pricing table included in Attachment A.

The above custom report is the only custom report requested or agreed to at the time of execution of the Agreement and this SOW.

### 3.6 MAP Administration

While most MAP assessments can typically be administered in about an hour, the tests are untimed because NWEA studies on response latency suggest that students who take advantage of the untimed aspect of the assessment perform better than those who push for greater speed in responding. The table below shows the tests included with each assessment package, typical test administration duration, and the number of assessment administrations possible per year for each MAP test.

Assessment Package	Test Type	# of Questions & Typical Administration Time	Frequency of Administration
MAP in Reading, Language Usage, and	Survey tests in Reading, Language Usage, and Mathematics	Survey tests typically include less than 30 items and take about 20 minutes to administer	Administered 3 times per academic year – one

Assessment Package	Test Type	# of Questions & Typical Administration Time	Frequency of Administration
Mathematics for Grades 3-12	Survey with Goals tests in Reading, Language Usage, and Mathematics	Survey with Goals tests include 40-50 items and take about 50 minutes to administer	administration per testing season (fall, winter, and spring)
MAP for Science for Grades 3-10 (optional)	Survey with Goals combined test that assesses both domains of science (General Science and Science Concepts and Processes)	Survey with Goals tests include 60 items and typically take about 55 minutes to administer	Can be administered 3 times per year
MAP for Primary Grades in Reading and Mathematics for Grades K-2	Screening tests in Early Numeracy and Early Literacy	These tests include 33 items and take about 30 minutes to administer	Can be administered as often as is useful for the educator
	Skills Checklist tests in Reading and Mathematics	These tests vary in length between 11 and 53 items and typically take 10 to 60 minutes to administer	Can be administered as often as is useful for the educator
	Survey with Goals in Reading and Mathematics	Contains 58 questions. Each test typically takes about 60 minutes to administer	Can be administered 3 times per academic year

### 3.7 Optional Assessments and Instructional Services

At additional cost, NWEA shall offer optional assessments as set as follows:

#### *Measures of Academic Progress -- Science*

The MAP Science assessments use a single test for two domains of science: General Science and Concepts and Processes. The General Science portion of the test assesses a student's understanding of specific science concepts within the three major domains of science: life sciences, earth and space sciences, and physical sciences. The Concepts and Processes portion of the test measures a student's performance in both the processes used in science and the major themes underlying the science disciplines.

The MAP Science assessments are appropriate for students in grades 3-10 and aligned to the Illinois Science Assessment Framework (Grades four, seven, and PSAE Grade 11) and the Illinois Science Goals and Standards (Goals 11-13).

#### *Skills Pointer and Learning on Demand*

NWEA's Skills Pointer and Learning Plans on Demand tools accurately diagnose specific skills and concepts a student is missing, and identify appropriate grade level materials that provide educators the tools they need to implement individualized interventions quickly. Skills Pointer is

an adaptive assessment that identifies the gaps in a student's knowledge from previous grades both quickly and accurately. Using assessment results from Skills Pointer, educators access the Learning Plans on Demand interface to create learning plans for individual students or groups of students. These plans include assessments, tutorials, and practice activities specifically tailored to each student's needs, up and down the instructional path.

### 3.8 Program Management, Implementation and Support Services

To support the implementation of MAP in Chicago schools, NWEA shall provide the program management, implementation and support services as set forth in Attachment B and are also summarized below. Staffing plans will be reviewed at the end of each testing season so adjustments can be made if necessary.

<p><b>Service Offering Category:</b> <b>Overview of Services:</b></p> <p><b>Proposed Staffing:</b></p>	<p><b>Program Management Services</b></p> <p>NWEA will assign a full-time Sr. Program Manager to manage the contract, serves as the primary communication point between CPS and NWEA for the contract, and facilitates planning and status meetings.</p> <p>One full-time Senior Program Manager for the first contract year.</p>
<p><b>Service Offering Category:</b></p> <p>See: Attachment B,</p>	<p><b>Support and Troubleshooting</b></p>
<p><b>Service Offering Category:</b> <b>Overview of Services:</b></p>	<p><b>Account Management</b></p> <p>A Senior Account Executive will manage NWEA's ongoing relationship with CPS. Account Management is provided at no additional cost to CPS.</p> <p>An Account Manager will be assigned to work with the CPS Office of Assessment for the duration of the contract.</p>

#### *Program Management Services*

NWEA will provide a full-time dedicated Senior Program Manager with overall responsibility to manage the deliverables, timeline, scope, budget and communication of contractual commitments made by and between NWEA and CPS. A team of Implementation Project Managers, Technical and Product Use Support Specialists (Tier 1 [optional], 2 and 3), Technical Consultants, an Account Executive, Researchers, and Professional Development professionals will support the Senior Program Manager.

Responsibilities for the Senior Program Manager include the following:

- Manage the deliverables, timeline, scope and budget contractually agreed upon by CPS and NWEA.
- Primary communication point with CPS for all commitments made by NWEA within the scope of the contract.

- Lead and/or participate in planning and status meetings between CPS and NWEA in support of the successful delivery of contractual commitments.
- Collaborate with CPS to create agreed upon metrics for measuring contractual performance and compliance. Report on all metrics relating to the successful delivery of contractual commitments.
- Manage and mitigate risk, if any, in the successful delivery of contractual commitments.
- Serve as a liaison for CPS into NWEA for purposes of accessing subject matter experts, change control management or requests as may be presented throughout the duration of the contract.

### 3.9 Professional Development

#### **Coaching – Data Strategists, Instructional Support Leaders, Chiefs of Networks, Chiefs of Schools and Building Instructional Teams**

PD Lead (1 FTE) – primary functions:

- Single point of contact for Professional Development to CPS
- Overall accountability for PD Implementation
- Development and delivery of all Central office training
- Development and delivery of all initial training to data strategists, instructional support leaders, chiefs of networks and Chiefs of schools.
- PD Consultant responsibilities for 2 networks (responsibilities are described in the Consultant Description below)

PD Consultants (3 FTE) – primary functions:

- Each FT Consultant has 4 networks
- Within assigned networks, the Consultant has overall responsibility for:
  - Onsite or virtual visit (coordinated with schools) – assuming 514 schools, each consultant will do about 145 school visits in the year; the lead will do about 75. Consultants will use the MAP Implementation rubric to assess progress at the building level.
  - Ongoing training for data strategists, instructional support leads, Chiefs of networks and Chiefs of schools – training delivered during current CPS meeting structure for this group.
  - Ongoing support for data strategists, instructional support leads, Chiefs of networks and Chiefs of schools (includes 1:1 and 1:small group sessions to review school data, answer questions, plan their school support, etc.).
  - Follow-up on each workshop delivered (phone or in-person), to ensure workshop content is shared back with schools.
  - Develop and deliver quarterly webinars to support building instructional teams
  - Manage efficacy component – rolling up reporting and adjusting delivery of workshops accordingly

#### **Workshops for building instructional teams (to be delivered by NWEA facilitator staff)**

- Estimated 1,400 teachers and building leadership participating in the workshops. This will equal 70 standard MAP Foundation series workshops. The quantities and schedule for these workshops will be mutually agreed to by the parties and set forth in the project schedule referenced below.
- Our workshops are designed to prepare the instructional teams to cover the content with the rest of their school.

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Additional teacher support (via phone):

- It is an assumption that CPS resources will answer questions related to the value-added methodology for their teacher effectiveness model.
- It is an assumption that CPS resources will cover direct questions from teachers and the instructional teams at each building.

Measurement/Efficacy:

NWEA shall do the following:

- Pre-assessment for all client-server and web-based schools (survey developed by NWEA and delivered by CPS). The anticipated date for these services is June 1, 2012.
- Workshop feedback data from participants (data collected during workshops)
- Survey feedback and assessments from virtual training (data collected during virtual trainings). This data will be summarized and shared with CPS. This data will also be used to guide consultants and CPS instructional teams to inform building-level work.
- Interim workshop assessments to evaluate retention of content already provided and guide content for the next workshop in the series (survey developed by NWEA and delivered by CPS).
- Building assessments to evaluate effectiveness of Building Local Expertise implementation (survey developed by NWEA and delivered by CPS).
- Utilize MAP implementation rubric used during school visits by NWEA consultants.
- Efficacy reporting of the above to be summarized and reported to CPS quarterly by NWEA.

Communication:

- The Professional Development Team will support the CPS Network structure to ensure strong communication and collaboration on efficacy data.
- All NWEA consultants will report to the PD Lead Consultant. "PD Lead Consultant" is defined as the primary point of contact for all Professional Development covered in this Scope of Work. Workshop facilitators will be assigned directly to each NWEA consultant.
- The NWEA PD Lead will have primary responsibility for overall communication with the NWEA Program Manager and CPS.

Costs for Virtual Training:

- There shall be no cost to CPS for Virtual Training provided that NWEA utilizes the CPS LMS system which the parties agree is available for such use.

Project Schedule

The parties will mutually agree to a Project Schedule for Professional Development Services, which shall be attached to this Statement of Work as an Attachment.

Summary of Resources and Costs

- Please see Attachment A, Summary of Resources and Costs, including Professional Development services.

### **3.9 Research and Consulting Services**

NWEA shall provide research and consulting services to CPS up to 160 hours, during the initial Term of the Agreement through February 28, 2013, and if extended by CPS as anticipated by the parties, through June 30, 2013. There shall be no cost for these 160 hours of consulting, but any travel required by CPS shall be approved in advance by CPS and shall be invoiced to CPS at NWEA's cost.

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As part of the above consulting services, NWEA shall provide look up tables specifying beginning of year to end of year national average RIT score growth, conditional on incoming RIT score, for students in each of grades 3-8, related business rules governing use of these tables, and the specifications related to the tables. NWEA shall deliver the specification for such tables to CPS upon execution of the Agreement. Upon CPS' approval of these specifications, NWEA shall deliver the look up tables to CPS within 15 calendar days. NWEA anticipates that said consulting services shall not exceed 40 hours to be counted against the above 160 hours of psychometric consultation provided for in the Agreement.

NWEA research consulting services may include research studies and analysis as requested by CPS. Any research consulting requested above 160 hours during the initial Term of the Agreement shall be billed to CPS as shown on Attachment A and below.

#### **4. Facilities**

CPS to provide office space during the term of this Agreement for up to 12 NWEA staff at its offices located at:

125 S. Clark  
Chicago, IL 60603

Said office space shall include, at no cost to NWEA, basic office furniture consisting of desks, chairs, appropriate lighting, telephones and all standard office utilities including phone and internet connection, but shall be exclusive of any long distance phone, fax or other such charges. Computers, copiers fax machines or other office equipment is not included with this office space and NWEA is responsible for any such equipment at its own expense.

#### **5. Estimated Schedule**

The Estimated Project Schedule is included in Attachment A. The final Project Schedule will be determined by mutual written consent of CPS and NWEA within ten (10) business days of the Effective Date of the Agreement and shall be thereafter incorporated into this SOW.

#### **6. Pricing**

NWEA will invoice CPS for the full year subscription license fees immediately upon completion of the fall testing season, (anticipated to be October 19, 2012) based on the actual number of students tested. Thereafter, after the end of both the Winter test season, (anticipated to be completed on February 2013) and at end of the Spring test season (estimated to be completed on May 31, 2013) (subject to the Board adopting the Initial Extension to cover Spring Deliverables); NWEA will invoice CPS for subscription license fees for any students tested above the number previously invoiced.

NWEA shall invoice CPS based on the tiered pricing set forth below.

For all other services under this SOW, NWEA will invoice CPS monthly, but not prior to July 1, 2012 in accordance with the pricing set forth in this Statement of Work, Attachment A, for Project Management, Implementation Support, Support and Troubleshooting, Professional Development and Research services and any custom reports or other optional services described in this SOW. CPS shall pay NWEA thirty (30) days from the date of the invoice. NWEA reserves the right to suspend performance and delivery until payment of any undisputed overdue amounts is made in full and such suspension will not be considered in default of the Agreement. Unless otherwise provided for in this Statement of Work, CPS will reimburse NWEA for actual and verifiable out-of-

pocket expenses (including travel and travel-related expenses) reasonably incurred by NWEA in connection with the performance of Services hereunder.

**Category 1: Assessment Fee Pricing**

NWEA offers Chicago Public Schools a multi-level pricing model in which different rates apply once CPS testing surpasses a threshold of subscription licenses purchased. Within each level, CPS can purchase assessment licenses at the specified rate. Once the number of licenses purchased surpasses the threshold, a decreased rate is applied to the additional licenses purchased. The table below shows the rates for each pricing level.

**NWEA Proposed Per-Student Assessment Fees**

Assessment Products	Up to 100,000 Students	100,001 – 200,000 Students	200,001 – 300,001 Students	More than 300,000 Students
<ul style="list-style-type: none"> <li>▪ MAP Reading, Language Usage, and Mathematics Assessment Suite</li> <li>▪ MAP for Primary Grades Reading and Mathematics Assessment Suite</li> </ul>	\$9.50	\$9.00	\$8.50	\$8.00
MAP Science Assessments (Optional)	\$1.00	\$1.00	\$1.00	\$1.00

**Pricing Scenario:** MAP and MAP for Primary Grades assessments can be administered to students in grades K-12. The following is an example of how assessment fees are calculated. The actual fees will be determined in collaboration with Chicago Public Schools based on the actual number of students tested. Using the fee structure described above, if CPS purchases 220,000 licenses for MAP Reading, Language Usage, and Mathematics or MAP for Primary Grades Reading and Mathematics, the cost for assessment fees will be calculated as follows:

**Example Fee Calculation based on Pricing Scenario**

Assessments	Subscription Licenses	Fee Calculation
MAP or MAP for Primary Grades Assessment Suites	220,000 and actual number of students tested	(\$9.50 for the first 100,000 students) + (\$9.00 for the second 100,000 students) + (\$8.50 for the remaining 20,000 students) = \$2,020,000
<b>Total 2012-2013 Fees for Pricing Scenario: \$2,020,000</b>		

**Category 2: Instructional Materials (Optional)**

NWEA's Skills Pointer and Learning Plans on Demand tools accurately diagnose specific skills and concepts a student is missing, and identify appropriate grade level materials that provide educators the tools they need to implement individualized interventions quickly. Skills Pointer is an adaptive assessment that identifies the gaps in a student's knowledge from previous grades both quickly and accurately. Using assessment results from Skills Pointer, educators access the Learning Plans on Demand interface to create learning plans for individual students or groups of

students. These plans include assessments, tutorials, and practice activities specifically tailored to each student's needs, up and down the instructional path.

As an option to CPS, NWEA offers to provide Skills Pointer and Learning on Demand subscription licenses as part of this contract at a reduced per-student rate:

- If fewer than 30,000 licenses are purchased and students tested, the unit price is \$6.00
- If more than 30,000 licenses are purchased and students tested the unit price is \$3.00

If CPS decides to add Skills Pointer and/or Learning on Demand the parties will execute a signed and mutually agreeable amendment to this SOW and/or the Agreement.

**Pricing Scenario:** If CPS purchases 50,000 licenses for Skills Pointer and Learning on Demand, fees will be calculated differently than the MAP assessment fees. Whereas MAP assessment fees are calculated based on a multi-level pricing model, Instructional Resource fees are calculated as a single unit rate based on the number of licenses purchased and actual students tested.

**Example Fee Calculation based on Pricing Scenario**

Instructional Resource Tool	Subscription Licenses	Fee Calculation
Skills Pointer and Learning Plans on Demand	50,000 and students tested	\$3.00 each for 50,000 students = \$150,000
<b>Total 2012-2013 Fees for Pricing Scenario: \$150,000</b>		

Please see Appendix B for more detail on Project Management, Implementation, Support Services and Professional Development pricing.

**Custom Reports:** All custom reports shall be priced at \$150/hour. The parties shall use the Project Change Control Procedures below to memorialize any custom reports requests.

**Research:** All Research services, including Psychometric consulting, shall be priced at \$210/hour after the 160 hours of Research/Psychometric consulting has been delivered. For Research/Psychometric consulting hours the Change Order under the Project Change Control Procedures shall include a running total of accrued and remaining hours of the 160 hour total.

**7. Additional Terms and Conditions**

The Service Level Agreement, Exhibit B, is agreed to by the parties and expressly incorporated into the Agreement.

NWEA's performance under this SOW is conditioned upon CPS performing its responsibilities under this Statement of Work. CPS' failure to provide any resources or provide the requisite quality or quantity of resources, or failure to provide such resources in a timely manner may result in additional cost and/or delay in performance of the work under the SOW. NWEA assumes no liability whatsoever for any CPS failures. CPS expressly assumes any and all responsibility and liability for any such failures as well as any potential cost associated with such failures.



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**Attachment A**  
**Pricing and Staffing Summary**

**Pricing Summary**

Category	Category Total Price	Category Total FTE	Category School-level Price
Assessment Fees	\$2,020,000	not applicable	not applicable
Computer Hardware	\$0	not applicable	not applicable
Reporting	\$6,000	not applicable	not applicable
Development Requests	\$0	not applicable	not applicable
Project Management	\$180,000	1.00	not applicable
Implementation Support	\$288,750	3.75	\$562
Support & Troubleshooting	\$337,150	3.83	\$656
Professional Development Consulting (Teacher Support)	\$570,000	4.00	\$1,109
Professional Development Workshops	\$259,000	not applicable	\$504
Other Professional Development Offerings	\$0	not applicable	not applicable
Optional: Field Engineering	\$39,975	not applicable	not applicable
Optional: Skills Pointer	\$0	not applicable	not applicable
<b>Totals</b>	<b>\$3,700,875</b>	<b>12.58</b>	<b>\$2,831</b>

## Pricing Details by Category

Assessment Fees				Notes
Offerings	# Units	Unit Description	Unit Price	Deliverable Price
MAP Math, Reading, Language Usage	220,000	students	\$8.00 - \$9.50	\$2,020,000
Subscription license fees for the full academic year shall be invoiced immediately upon completion of the fall testing season, estimated to be October 19th, 2012. Subscription license fees shall be based on the actual number of students tested. True up and invoicing for students tested above the number of students tested in the Fall will occur immediately after each subsequent testing season (Winter 2012/2013 estimated completion of testing on February 8, 2013 and Spring 2013 estimated completion of testing May 31, 2013).				
MAP Science	0	students	\$1.00	\$0.00
<b>Total Price for Assessment Fees</b>				<b>\$2,020,000</b>
<b>Total FTE for Assessment Fees</b>				<b>not applicable</b>
<b>School-level Price for Assessment Fees</b>				<b>not applicable</b>

Computer Hardware				Notes
Offerings	# Units	Unit Description	Unit Price	Deliverable Price
Computer Hardware - Not applicable	0	n/a	\$0	\$0
<b>Total Price for Computer Hardware</b>				<b>\$0</b>
<b>Total FTE for Computer Hardware</b>				<b>not applicable</b>
<b>School-level Price for Computer Hardware</b>				<b>not applicable</b>

Reporting				Notes
Offerings	# Units	Unit Description	Unit Price	Deliverable Price
Custom Student Growth Summary report aggregated by network, school, and grade level	40	hours	\$150	\$6,000
<b>Total Price for Reporting</b>				<b>\$6,000</b>
<b>Total FTE for Reporting</b>				<b>not applicable</b>
<b>School-level Price for Reporting</b>				<b>not applicable</b>

<b>Development Requests</b>					
Offerings	# Units	Unit Description	Unit Price	Deliverable Price	Notes
Software Development	0	hours	\$150	\$0	No charge for Active Directory integration, but need to understand which option CPS wants to implement.
Psychometric Consultation	160	hours	\$210	\$0	First 160 hours are no charge and will include psychometric design of growth and college readiness reports . Additional psychometric consultation will be charged at \$210 per hour.
<b>Total Price for Development Requests</b>				\$0	
<b>Total FTE for Development Requests</b>				not applicable	
<b>School-level Price for Development Requests</b>				not applicable	

<b>Project Management</b>					
Offerings	# Units	Unit Description	Unit Price	Deliverable Price	Notes
Full-time Program/Project Manager	1.00	FTE	\$180,000	\$180,000	On-site FTE for entire year
<b>Total Price for Project Management</b>				\$180,000	
<b>Total FTE for Project Management</b>				1.00	
<b>School-level Price for Project Management</b>				not applicable	

<b>Implementation Support</b>					
Offerings	# Units	Unit Description	Unit Price	Deliverable Price	Notes
Senior Implementation Support Specialist (district level) from June 2012 through June 2013	0.50	FTE	\$90,000	\$45,000	Remote Role - 75% off site, 25% on site once team is up and operating. Quintin Putnam role.
Implementation Support Specialists (school level) - based in Chicago	2.00	FTE	\$75,000	\$150,000	2 on-site staff 100% dedicated to CPS. These staff will also work at the direction of PD staff to work with school and teachers in the use of data
Implementation Support Specialists (school level) - off-site staff to provide additional support from June through October of first year	1.25	FTE	\$75,000	\$93,750	3 off-site staff dedicated 100% for 5 months - June through October. This role is not needed in year 2.
School-level lab and workstation readiness verification	n/a	n/a	Costs and staffing are included in the Support and Troubleshooting section below	See under Support and Troubleshooting	Includes "quick fix" remediation, but no extensive hardware or software modifications.
<b>Total Price for Implementation Support</b>				\$288,750	
<b>Total FTE for Implementation Support</b>				3.75	
<b>School-level Price for Implementation Support</b>				\$562	

<b>Support &amp; Troubleshooting</b>				
Offerings	# Units	Unit Description	Unit Price	Deliverable Price
Chicago-based Technical Support Staff - Includes School-level lab and workstation readiness verification (under management of Sierra Consulting)	3.25	FTE	\$85,000	\$276,250
Management oversight of Technical Support Staff by Sierra Consulting	0.58	FTE	\$105,000	\$60,900
Portland-based Technical Support Staff (under management of NWEA)	3.00	FTE	\$85,000	\$0
Onsite training of CPS Help Desk staff by NWEA Tech Consultant	0.02	FTE	\$0	\$0
<b>Total Price for Support and Troubleshooting</b>				
<b>Total FTE for Support and Troubleshooting</b>				
<b>School-level Price for Support and Troubleshooting</b>				
				\$337,150
				3.83
				\$656
				Total of 6.85 FTE; only 3.83 FTE charged to contract.

Notes

2.0 FTE for the entire year and 1.25 FTE to perform lab and workstation readiness verification activities beginning in the summer. Two staff are on site at CPS for the entire year. The other 1.2 FTE is made up of a team of lab readiness staff that will be performing lab readiness activities starting in June 2012.

Player coach role. Full-time July through October; half time November through January; 25% for remainder of the year.

3 NWEA staff as backup for Chicago-based Tech Support Specialists, given that this is a high-stakes program. This is a risk mitigation approach to ensure CPS success. These FTEs are not substitutes for others on the staffing plan but in addition if required.

Training of CPS staff is included in NWEA overhead. This is a risk mitigation approach to ensure CPS success. (.02 FTE = 40 hours)

<b>Professional Development, Consulting (Teacher Support)</b>				
Offerings	# Units	Unit Description	Unit Price	Deliverable Price
Professional Development Lead Consultant	1.00	FTE	\$150,000	\$150,000
Professional Development Consultant	3.00	FTE	\$140,000	\$420,000
<b>Total Price for PD Consulting</b>				
<b>Total FTE for PD Consulting</b>				
<b>School-level Price for PD Consulting</b>				
				4.00
				\$1,109
				4 Full-time PD Consultants 100% committed to CPS

Notes

<b>Professional Development Workshops</b>					
Offerings	# Units	Unit Description	Unit Price	Deliverable Price	Notes
Onsite workshop: MAP Administration	35	sessions	\$3,700	\$129,500	40 participants per session. With 70 total workshops, 2-3 staff from each school can participate. MAP Administration workshops will be performed before the 1st testing window. Stepping Stones to Using Data will be scheduled across the remainder of the year - after the first testing window has been completed.
Onsite workshop: Stepping Stones to Using Data	35	sessions	\$3,700	\$129,500	
<b>Total Price for PD Workshops</b>				<b>\$259,000</b>	
<b>Total FTE for PD Workshops</b>				<b>not applicable</b>	
<b>School-level Price for PD Workshops</b>				<b>\$504</b>	

<b>Other Professional Development Offerings</b>					
Offerings	# Units	Unit Description	Unit Price	Deliverable Price	Notes
Measurement/Efficacy	n/a	n/a	\$0	\$0	Costs for measurement and efficacy of professional development is included.
Virtual Training	n/a	n/a	n/a	\$0	No charge if CPS Learning Management System can be utilized.
<b>Total Price for Other PD Offerings</b>				<b>\$0</b>	
<b>Total FTE for Other PD Offerings</b>				<b>not applicable</b>	
<b>School-level Price for Other PD Offerings</b>				<b>not applicable</b>	

<b>Optional: Field Engineering</b>					
Offerings	# Units	Unit Description	Unit Price	Deliverable Price	Notes
Field Engineer support provided by Sierra Consulting for technical troubleshooting, technology consultation, etc.	533	hours	\$75.00	\$39,975	This work is outside the NWEA Assessment scope of work. This activity would allow CPS to mitigate school technical problems that could affect NWEA testing but that is not caused by NWEA testing. For example, wireless access point issues within the school that prevent workstations or laptops from connecting to the internet. Rate is \$75/per hour with a 3-hour minimum for onsite visits. This would allow for approximately one-third of schools to receive this support. CPS can choose to contract directly with Sierra Consulting or through IWEA. Not to exceed \$40,000 for first contract year.
<b>Total Price for Field Engineering (Optional)</b>				<b>\$39,975</b>	
<b>Total FTE for Field Engineering (Optional)</b>				<b>not applicable</b>	
<b>School-level Price for Field Engineering (Optional)</b>				<b>not applicable</b>	

<b>Optional: Skills Pointer Offerings</b>					
	# Units	Unit Description	Unit Price	Deliverable Price	Notes
Skills Pointer assessments	0	students	\$3.00-\$6.00	\$0.00	Per BAFO, price for testing up to 30,000 students is \$6.00 per student. If testing more than 30,000 students, price is \$3.00 per student.
<b>Total Price for Skills Pointer (Optional)</b>					
				\$0	
<b>Total FTE for Skills Pointer (Optional)</b>					
<b>School-level Price for Skills Pointer (Optional)</b>				not applicable	
				not applicable	

**Pricing Assumptions**

Number of Schools	514
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Assessment Fees	Up to 100,000 students	100,001-200,000 students	200,001-300,000 students	More than 300,000 students
MAP or MAP for Primary Grades	\$9.50	\$9.00	\$8.50	\$8.00
MAP Science	\$1.00	\$1.00	\$1.00	\$1.00

NWEA offers Chicago Public Schools a multi-level pricing model in which different rates become available once CPS surpasses a threshold of subscription licenses purchased. Within each level, CPS can purchase assessment licenses at the specified rate. Once the number of licenses purchased surpasses the threshold, a decreased rate is applied to the additional licenses purchased. The table above shows the rates for each pricing level.

Using the fee structure described above, if CPS purchases 220,000 licenses for MAP Reading, Language Usage, and Mathematics or MAP for Primary Grades Reading and Mathematics, the price for assessment fees will be calculated as follows: (\$9.50 for the first 100,000 students) + (\$9.00 for the second 100,000 students) + (\$8.50 for the remaining 20,000 students) = \$2,020,000.

CPS Services Payment Schedule

Deliverables	May, 2012	June, 2012	July, 2012	August, 2012	September, 2012	October, 2012	November, 2012
<b>Assessment Fees</b>							
MAP® tests in Math, Reading, and Language Usage*	\$0.00	\$0.00	\$0.00	*see explanatory note below	*see explanatory note below	\$2,020,000.00	\$0.00
MAP® tests in Science*	\$0.00	\$0.00	\$0.00	*see explanatory note below	*see explanatory note below	\$0.00	\$0.00
<b>Computer Hardware</b>							
Computer Hardware - not applicable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Reporting</b>							
Custom Report: Network-level Reports showing district summary, student growth summary, and projected proficiency summary	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,000.00	\$0.00
<b>Development Requests</b>							
Software Development	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Psychometric Development	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Project Management</b>							
Full-time, onsite Project Manager	\$0.00	\$0.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
<b>Implementation Support</b>							
Senior Implementation Support Specialist (district level) from June 2012 through June 2013	\$0.00	\$0.00	\$7,500.00	\$5,625.00	\$5,625.00	\$5,625.00	\$3,750.00
Implementation Support Specialists (school level) - two on-site staff 100% dedicated to CPS.	\$0.00	\$0.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00
Implementation Support Specialists (school level) - off-site staff to provide additional support from June through October of first year	\$0.00	\$0.00	\$37,500.00	\$18,750.00	\$18,750.00	\$18,750.00	\$0.00
<b>Support &amp; Troubleshooting</b>							
Chicago-based Technical Support Staff - Includes School-level lab and workstation readiness verification (under management of Sierra Consulting)	\$0.00	\$0.00	\$99,166.67	\$35,416.67	\$14,166.67	\$14,166.67	\$14,166.67
Management oversight of Technical Support Staff by Sierra Consulting	\$0.00	\$0.00	\$8,693.25	\$8,693.25	\$8,693.25	\$8,693.25	\$4,371.75

Fall 2012 Testing  
Track E: 8/27 - 9/28  
Track A: 9/17 - 10/19



**CPS Services Payment Schedule**

Deliverables	May, 2012	June, 2012	July, 2012	August, 2012	September, 2012	October, 2012	November, 2012
Portland-based Technical Support Staff (under management of NWEA)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Onsite training of CPS Help Desk staff by NWEA Tech Consultant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Professional Development Consulting (Teacher Support)</b>							
One full-time Professional Development Lead Consultant	\$0.00	\$0.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00
Three full-time Professional Development Consultants	\$0.00	\$0.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00
<b>Professional Development Workshops</b>							
Onsite workshops for MAP Administration	\$0.00	\$0.00	\$64,750.00	\$64,750.00	\$0.00	\$0.00	\$0.00
Onsite workshops for Stepping Stones to Using Data	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Other Professional Development Offerings</b>							
Measurement/Efficacy	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Virtual Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Optional: Field Engineering</b>							
Field Engineer support provided by Sierra Consulting for technical troubleshooting, technology consultation, etc. **	\$0.00	\$0.00	\$3,331.25	\$3,331.25	\$3,331.25	\$3,331.25	\$3,331.25
<b>Optional: Skills Pointer</b>							
Skills Pointer assessments*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$295,941.17</b>	<b>\$211,566.17</b>	<b>\$125,566.17</b>	<b>\$2,151,566.17</b>	<b>\$100,619.67</b>

Fall 2012 Testing  
Track E: 8/27 - 9/28  
Track R: 9/17 - 10/19

## CPS Services Payment Schedule

Deliverables	May, 2012	June, 2012	July, 2012	August, 2012	September, 2012	October, 2012	November, 2012
					<b>Fall 2012 Testing</b> Track E: 8/27 - 9/28 Track R: 9/17 - 10/19		

\* Subscription license fees for the full academic year shall be invoiced immediately upon completion of the fall testing season, estimated to be October 19th, 2012. Subscription license fees shall be based on the actual number of students tested. True up and invoicing for students tested above the number of students tested in the Fall will occur immediately after each subsequent testing season (Winter 2012/2013 estimated completion of testing on February 8, 2013 and Spring 2013 estimated completion of testing May 31, 2013).

\*\* Estimated fees; invoices will be based on time and materials, not to exceed \$40,000 for first contract year.

CPS Services Payment Schedule

Deliverables	December, 2012	January, 2013	February, 2013	March, 2013	April, 2013	May, 2013	June, 2013	Annual Fees
<b>Assessment Fees</b>								
MAP® tests in Math, Reading, and Language Usage*	\$0.00	* see explanatory note below	* see explanatory note below	\$0.00	* see explanatory note below	* see explanatory note below	\$0.00	\$2,020,000.00
MAP® tests in Science*	\$0.00	* see explanatory note below	* see explanatory note below	\$0.00	* see explanatory note below	* see explanatory note below	\$0.00	\$0.00
<b>Computer Hardware</b>								
Computer Hardware - not applicable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Reporting</b>								
Custom Report: Network-level Reports showing district summary, student growth summary, and projected proficiency summary	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,000.00
<b>Development Requests</b>								
Software Development	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Psychometric Development	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Project Management</b>								
Full-time, onsite Project Manager	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$180,000.00
<b>Implementation Support</b>								
Senior Implementation Support Specialist (district level) from June 2012 through June 2013	\$3,750.00	\$3,750.00	\$1,875.00	\$1,875.00	\$1,875.00	\$1,875.00	\$1,875.00	\$45,000.00
Implementation Support Specialists (school level) - two on-site staff 100% dedicated to CPS.	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$150,000.00
Implementation Support Specialists (school level) - off-site staff to provide additional support from June through October of first year	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$93,750.00
<b>Support &amp; Troubleshooting</b>								
Chicago-based Technical Support Staff Includes School-level lab and workstation readiness verification (under management of Sierra Consulting)	\$14,166.67	\$14,166.67	\$14,166.67	\$14,166.67	\$14,166.67	\$14,166.67	\$14,166.67	\$276,250.00
Management oversight of Technical Support Staff by Sierra Consulting	\$4,371.75	\$4,371.75	\$4,371.75	\$2,160.75	\$2,160.75	\$2,160.75	\$2,160.75	\$60,903.00

CPS Services Payment Schedule

Deliverables	December, 2012	January, 2013	February, 2013	March, 2013	April, 2013	May, 2013	June, 2013	Annual Fees
Portland-based Technical Support Staff (under management of NWEA)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Onsite training of CPS Help Desk staff by NWEA Tech Consultant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Professional Development Consulting (Teacher Support)</b>								
One full-time Professional Development Lead Consultant	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$150,000.00
Three full-time Professional Development Consultants	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$420,000.00
<b>Professional Development Workshops</b>								
Onsite workshops for MAP Administration	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$129,500.00
Onsite workshops for Stepping Stones to Using Data	\$0.00	\$0.00	\$0.00	\$64,750.00	\$64,750.00	\$0.00	\$0.00	\$129,500.00
<b>Other Professional Development Offerings</b>								
Measurement/Efficacy	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Virtual Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Optional: Field Engineering</b>								
Field Engineer support provided by Sierra Consulting for technical troubleshooting, technology consultation, etc. **	\$3,331.25	\$3,331.25	\$3,331.25	\$3,331.25	\$3,331.25	\$3,331.25	\$3,331.25	\$39,975.00
<b>Optional: Skills Pointer</b>								
Skills Pointer assessments*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$100,619.67</b>	<b>\$100,619.67</b>	<b>\$98,744.67</b>	<b>\$161,283.67</b>	<b>\$161,283.67</b>	<b>\$96,533.67</b>	<b>\$96,533.67</b>	<b>\$3,700,878.00</b>

**CPS Services Payment Schedule**

Deliverables	December, 2012	January, 2013	February, 2013	March, 2013	April, 2013	May, 2013	June, 2013	Annual Fees
			<b>Winter 2013 Testing</b> Track E: 1/7 - 2/8 Track R: 1/7 - 2/8		<b>Spring 2013 Testing</b> Track E: 4/29 - 5/31 Track R: 4/29 - 5/31			

\* Subscription license fees for the full academic year shall be invoiced immediately upon completion of the fall testing season, estimated to be October 19th, 2012. Subscription license fees shall be based on the actual number of students tested. True up and invoicing for students tested above the number of students tested in the Fall will occur immediately after each subsequent testing season (Winter 2012/2013 estimated completion of testing on February 8, 2013 and Spring 2013 estimated completion of testing May 31, 2013).

\*\*Estimated fees; invoices will be based on time and materials, not to exceed \$40,000 for first contract year.

# NWEA Contract Deliverables

Deliverables    
 May, 2012    
 June, 2012    
 July, 2012    
 August, 2012    
 September, 2012    
 October, 2012    
 November, 2012

		Fall 2012 Testing Track E: 8/27 - 9/28 Track R: 9/17 - 10/19	
<b>Assessment Fees</b>			
MAP® and MAP® for Primary Grades assessments		* Administer Reading MPG K-2, Reading 3-12, Language Usage 3-12, Math MPG K-2, and Math 3-12 through Web-based MAP	
<b>Computer Hardware</b>			
Computer Hardware - not applicable			
<b>Reporting</b>			
Custom Reports		* Custom Student Growth Summary report aggregated by network, school, and grade level	
<b>Development Requests</b>			
Software and Psychometric Development		* Up to 160 hours of psychometric consultation to be delivered during the first contract year.	
<b>Project Management</b>			
Full-time, onsite Project Manager	* Schedule of quarterly and weekly status meetings to discuss project implementation * Weekly status reports	* Weekly status reports * Communication of major software releases for Web-based MAP	* Weekly status reports * Weekly status reports * Post-Testing Feedback each session * Weekly status reports * Communication of major software releases for Web-based MAP

## NWEA Contract Deliverables

Deliverables	May, 2012	June, 2012	July, 2012	August, 2012	September, 2012	October, 2012	November, 2012
<b>Implementation Support</b> Implementation Support Staff		* Phone and email support for District and School staff leading MAP implementation activities	* Phone and email support for District and School staff leading MAP implementation activities	* Phone and email support for District and School staff leading MAP implementation activities	* Phone and email support for District and School staff leading MAP implementation activities	* Phone and email support for District and School staff leading MAP implementation activities	* Phone and email support for District and School staff leading MAP implementation activities
		* Ensure lab readiness * Provide Tier 2 support	* Ensure lab readiness * Provide Tier 2 support	* Ensure lab readiness * Provide Tier 2 support	* Ensure lab readiness * Provide Tier 2 support	* Ensure lab readiness * Provide Tier 2 support	* Ensure lab readiness * Provide Tier 2 support
<b>Support &amp; Troubleshooting</b> Technical Support Staff		* Consultative services with Professional Development Consultant	* Consultative services with Professional Development Consultant	* Consultative services with Professional Development Consultant	* Consultative services with Professional Development Consultant	* Consultative services with Professional Development Consultant	* Consultative services with Professional Development Consultant
		* Professional Development Consultants	* Professional Development Consultants	* Professional Development Consultants	* Professional Development Consultants	* Professional Development Consultants	* Professional Development Consultants
<b>Professional Development Consulting (Teacher Support)</b> Professional Development Consultants		* Consultative services with Professional Development Consultant	* Consultative services with Professional Development Consultant	* Consultative services with Professional Development Consultant	* Consultative services with Professional Development Consultant	* Consultative services with Professional Development Consultant	* Consultative services with Professional Development Consultant
		* Professional Development Training a. MAP Admin b. Stepping Stones to User Data (SSD)	* Professional Development Training a. MAP Admin b. Stepping Stones to User Data (SSD)	* Professional Development Online Workshop Evaluation and Feedback Surveys	* Professional Development Training a. MAP Admin b. Stepping Stones to User Data (SSU)	* Professional Development Training a. MAP Admin b. Stepping Stones to User Data (SSU)	* Professional Development Training a. MAP Admin b. Stepping Stones to User Data (SSU)
<b>Professional Development Workshops</b> Onsite workshops				* 35 sessions of the onsite MAP Administration workshop (40 participants per session)			
<b>Other Professional Development Offerings</b> Not applicable							

**Fall 2012 Testing**  
Track E: 8/27 - 9/28  
Track R: 9/17 - 10/19

## NWEA Contract Deliverables

Deliverables	May, 2012	June, 2012	July, 2012	August, 2012	September, 2012	October, 2012	November, 2012
<b>Optional: Field Engineering</b>							
Field Engineer support provided by Sierra Consulting			* Technology consultation and troubleshooting	* Technology consultation and troubleshooting	* Technology consultation and troubleshooting	* Technology consultation and troubleshooting	* Technology consultation and troubleshooting
<b>Optional: Skills Pointer</b>							
Skills Pointer assessments							

Fall 2012 Testing  
Track B: 8/27 - 9/28  
Track R: 9/17 - 10/19



NWEA Contract Deliverables

Deliverables	December, 2012	January, 2013	February, 2013	March, 2013	April, 2013	May, 2013	June, 2013
<b>Assessment Fees</b>		<b>Winter 2013 Testing</b> Track E: 1/7 - 2/8 Track R: 1/7 - 2/8			<b>Spring 2013 Testing</b> Track E: 4/29 - 5/31 Track R: 4/29 - 5/31		
MAP® and MAP® for Primary Grades assessments		* Administer Reading MPG K-2, Reading 3-12, Language Usage 3-12, Math MPG K-2, and Math 3-12 through Web-based MAP			* Administer Reading MPG K-2, Reading 3-12, Language Usage 3-12, Math MPG K-2, and Math 3-12 through Web-based MAP		
<b>Computer Hardware</b>							
Computer Hardware - not applicable							
<b>Reporting</b>							
Custom Reports			* Custom Student Growth Summary report aggregated by network, school, and grade level				* Custom Student Growth Summary report aggregated by network, school, and grade level
<b>Development Requests</b>							
Software and Psychometric Development							
<b>Project Management</b>							
Full-time, onsite Project Manager	* Weekly status reports	* Weekly status reports * Post-Testing Feedback each season	* Weekly status reports * Communication of major software releases for Web-based MAP	* Weekly status reports	* Weekly status reports	* Weekly status reports * Post-Testing Feedback each season * Annual report from Program Management	* Weekly status reports * Review program evaluation findings

NWEA Contract Deliverables

Deliverables	December, 2012	January, 2013	February, 2013	March, 2013	April, 2013	May, 2013	June, 2013
<b>Implementation Support</b>							
Implementation Support Staff	* Phone and email support for District and School staff leading MAP implementation activities	* Phone and email support for District and School staff leading MAP implementation activities	* Phone and email support for District and School staff leading MAP implementation activities	* Phone and email support for District and School staff leading MAP implementation activities	* Phone and email support for District and School staff leading MAP implementation activities	* Phone and email support for District and School staff leading MAP implementation activities	* Phone and email support for District and School staff leading MAP implementation activities
<b>Support &amp; Troubleshooting</b>							
Technical Support Staff	* Ensure lab readiness * Provide Tier 2 support	* Ensure lab readiness * Provide Tier 2 support	* Ensure lab readiness * Provide Tier 2 support	* Ensure lab readiness * Provide Tier 2 support	* Ensure lab readiness * Provide Tier 2 support	* Ensure lab readiness * Provide Tier 2 support	* Ensure lab readiness * Provide Tier 2 support
<b>Professional Development Consulting (Teacher Support)</b>							
Professional Development Consultants	* Consultative services with Professional Development Consultant * Professional Development Online Workshop Evaluation and Feedback Surveys	* Consultative services with Professional Development Consultant * Professional Development Training a. MAP Admin b. Stepping Stones to User Data (SSD)	* Consultative services with Professional Development Consultant	* Consultative services with Professional Development Consultant	* Consultative services with Professional Development Consultant	* Consultative services with Professional Development Consultant * Professional Development Online Workshop Evaluation and Feedback Surveys	* Consultative services with Professional Development Consultant
<b>Professional Development Workshops</b>							
Onsite workshops				* 35 sessions of onsite Stepping Stones to Using Data workshop (40 participants per session)			
<b>Other Professional Development Offerings</b>							
Not applicable							

NWEA Contract Deliverables

Deliverables	December, 2012	January, 2013	February, 2013	March, 2013	April, 2013	May, 2013	June, 2013
<b>Optional: Field Engineering</b>							
Field Engineer support provided by Sierra Consulting	* Technology consultation and troubleshooting	* Technology consultation and troubleshooting	* Technology consultation and troubleshooting	* Technology consultation and troubleshooting	* Technology consultation and troubleshooting	* Technology consultation and troubleshooting	* Technology consultation and troubleshooting
<b>Optional: Skills Pointer</b>							
Skills Pointer assessments							

**Winter 2013 Testing**  
 Track E: 1/7 - 2/8  
 Track R: 1/7 - 2/8

**Spring 2013 Testing**  
 Track E: 4/29 - 5/31  
 Track R: 4/29 - 5/31

<b>Color Legend</b>
Services included in contract pricing
Services included in contract but not charged

May-12 Jun-12 Jul-12 Aug-12 Sep-12 Oct-12 Nov-12 Dec-12 Jan-13 Feb-13 Mar-13 Apr-13 May-13 Jun-13

**Staffing Details**

Year 1 Totals (10-month period):

	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Total Hours	Total FTE	FTE Charged	FTE Not Charged	
<b>Project Management</b>																			
Onsite Project Manager	173	173	173	173	173	173	173	173	173	173	173	173	173	173	2,427	1.17	1.00	0.17	
FTE:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00					
<b>Implementation Support</b>																			
Sr. Implementation Support Specialist (district level) - off-site	0	43	130	130	130	130	87	87	87	43	43	43	43	43	1,040	0.50	0.50	0.00	
FTE:	0.00	0.25	0.75	0.75	0.75	0.75	0.50	0.50	0.50	0.25	0.25	0.25	0.25	0.25					
Implementation Support Specialist (school level) - Chicago-based	0	0	347	347	347	347	347	347	347	347	347	347	347	347	4,160	2.00	2.00	0.00	
FTE:	0.00	0.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00					
Implementation Support Specialist (school level) - off-site	0	520	520	520	520	520	0	0	0	0	0	0	0	0	2,600	1.25	1.25	0.00	
FTE:	0.00	3.00	3.00	3.00	3.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
<b>Support &amp; Troubleshooting</b>																			
Lab Readiness Technical Support Specialist - on-site	0	1,213	867	520	0	0	0	0	0	0	0	0	0	0	2,600	1.25	1.25	0.00	
FTE:	0.00	7.00	5.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00					
Technical Support Specialist (Chicago-based)	0	0	347	347	347	347	347	347	347	347	347	347	347	347	4,160	2.00	2.00	0.00	
FTE:	0.00	0.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00					
Sierra Consulting Management (for Chicago-based Tech Support team)	0	0	173	173	173	173	87	87	87	43	43	43	43	43	1,213	0.58	0.58	0.00	
FTE:	0.00	0.00	1.00	1.00	1.00	1.00	0.50	0.50	0.50	0.25	0.25	0.25	0.25	0.25					

<b>Color Legend</b>
Services included in contract pricing
Services included in contract but not charged

May-12 Jun-12 Jul-12 Aug-12 Sep-12 Oct-12 Nov-12 Dec-12 Jan-13 Feb-13 Mar-13 Apr-13 May-13 Jun-13

**Staffing Details**

Year 1 Totals (14-month period):

	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Total Hours	Total FTE	FTE Charged	FTE Not Charged
Technical Support Specialists (Portland-based)	0	0	520	520	520	520	520	520	520	520	520	520	520	520	6,240	3.00	12.58	3.19
FTE:	0.00	0.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00				
Technical Consultant (for onsite training of CPS Help Desk staff)	0	0	0	40	0	0	0	0	0	0	0	0	0	0	40	0.02	0.00	0.02
FTE:	0.00	0.00	0.00	0.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				

**Professional Development Consulting (Teacher Support)**

Professional Development Lead Consultant	0	0	173	173	173	173	173	173	173	173	173	173	173	173	2,080	1.00	1.00	0.00
FTE:	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00				
Professional Development Consultant	0	0	520	520	520	520	520	520	520	520	520	520	520	520	6,240	3.00	3.00	0.00
FTE:	0.00	0.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00				

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**Attachment B**  
**Web-based MAP Technical Requirements**

## Bandwidth Availability

The key bandwidth requirement is available Internet bandwidth sufficient for adequate system performance during student testing.

The most important bandwidth considerations are:

- Number of computers available for concurrent tests
- Number of students taking MAP for Primary Grades (MPG) tests during the scheduled test window  
**Note:** MPG tests require the most bandwidth.
- Bandwidth available through your main Internet connection
- Bandwidth available through any limitation points in your internal network (such as school-to-district connections when the district has the main Internet connection)

The following table can help you determine the approximate bandwidth to allocate based on the number of concurrent testers in your organization.

Students Testing Concurrently	Average Available Bandwidth Required*	
	MAP Tests	MPG Tests†
50	0.15 Mbps	0.9 Mbps
100	0.3 Mbps	1.8 Mbps
250	0.75 Mbps	4.5 Mbps
500	1.5 Mbps	9 Mbps
1000	3 Mbps	18 Mbps

\*The table identifies the average bandwidth in Megabits per second (Mbps) required to provide adequate performance and avoid system time-outs during the question-and-answer portion of student tests.

†MPG tests require more bandwidth because they include audio support and additional interactive features for young students. Since the grades taking MPG versus MAP tests may vary from term to term, the bandwidth requirements may likewise vary.

**Additional bandwidth is needed at the beginning of each test to load the initial test questions and the question display software into cache in each computer's browser. The initial load is approximately 2.2 MB, and the load time varies based on available bandwidth. As an example, with available bandwidth of 0.6 Mbps for a single student, the initial load would take about 30 seconds.**

To perform an Internet speed test, use a Web site such as [www.speedtest.net](http://www.speedtest.net) and select Portland, Oregon as the location. Perform the test multiple times from each location where testing will take place, such as each school building. Test the speed at different times during the school day to understand the variations in bandwidth availability based on staff and student usage. Record the download speeds and use them to approximate your available bandwidth during testing.

The bandwidth requirements listed in this section are subject to change. In addition, the bandwidth you need may vary from one term to the next, and from year to year, based on your testing plans.

The following table lists the supported hardware and software components for using the Web-based MAP® system.

**Important! Due to incompatibilities in hardware and software from third-party vendors, NWEA plans to support PowerPC® processors only until July 2012.**

In most cases, the requirements are the same for both the MAP Administration and Reporting Center (MARC) and the MAP Student Testing Center (MSTC). Any differences are noted below.

Category	PC Requirements	Macintosh® Requirements
<b>Computer hardware*</b>		
Screen resolution	1024 x 768 minimum	1024 x 768 minimum
Color depth	16-bit (32-bit recommended)	16-bit (32-bit recommended)
Peripherals	Keyboard and mouse Headphones for MAP for Primary Grades (MPG) testing	Keyboard and mouse Headphones for MPG testing
<b>Operating systems and software</b>		
Operating system	Microsoft® Windows XP® with Service Pack 3, Windows Vista®, or Windows® 7	Mac OS® X v10.5, v10.6, or v10.7
Browser for MARC†	Internet Explorer® 7, 8, or 9# or Firefox® 8‡	Safari® 4, 5, or 5.1§ or Firefox 8
Browser for MSTC	MAP lockdown browser** for PC with Internet Explorer 7, 8, or 9	MAP lockdown browser** for Mac® with Safari 4, 5, or 5.1§
Multi-media player	Adobe® Flash® Player 10.2 or higher	Adobe Flash Player 10.2 or higher (10.1 for PowerPC® processors)
Reports viewer for MARC	PDF viewer, such as Adobe Reader®	PDF viewer, such as Adobe Reader

\*Computer hardware components, such as the processor and RAM, must meet the requirements to run the software listed above. Specifically, verify that the hardware meets the operating system and Adobe Flash Player requirements listed on the Web sites of the respective software vendors.

†MARC requires specific browser settings, such as allowing cookies and pop-ups for the MAP URL. For details, see the *System Administration Guide*.

#Any Internet Explorer 9 issues with finding saved testing sessions may be resolved by enabling Compatibility View.

‡Windows Vista was not tested with Firefox 8.

§OS X v10.6 was not tested with Safari 5.1. OS X v10.7 was not tested with Safari 4 or 5. PowerPC processors were not tested with Safari 4.

\*\*The MAP system requires a MAP lockdown browser for all testing. The lockdown browser reduces distractions to students during testing by restricting access to other applications and Web sites.



## Attachment C

### Accommodations

NWEA is committed to providing the value of its assessments for the greatest number of students, including those with disabilities. NWEA has adopted an Accommodation and Accessibility Policy to help guide its work for such students. At the heart of NWEA's efforts is a commitment to providing assessments that are flexible, adaptable to combinations of unique student learning needs, easily perceived and clear to each student, and which yields valid information about what each student knows and can do.

The adaptive nature of MAP makes it an appropriate assessment for students with a wide range of skills and needs. Schools and districts may determine that certain testing accommodations are appropriate for an individual student pursuant to their Individual Education Plan (IEP). The following table identifies which IEP Accommodations to the MAP assessment are currently available within the assessment system:

	CPS Accommodation	NWEA Available Accommodation
Response Accommodations	Change format of answer sheet	Not Applicable
	Allow use of computer or other word processing device	Available on computer; word processing – Not Applicable
	Mark answers in test booklet	Not Applicable
	Tape record responses	Not Applicable for Computer Adaptive Tests
	Allow use of braille (applicable only for students with Visual Impairment)	Not Available
	Assign scribe to record responses	Available
Timing/Schedule Accommodations	Administer test in sessions	Available
	Administer test over a number of days	
	Administer test at a particular time of day	
	Allow flexible schedule	
	Give subtests in different order (where permitted)	Available. Subject matter tests are available in different order (sub-tests not applicable)
	Extend time allotted by	Available
	Allow stop-the-clock breaks	Available
	Other accommodations in Timing/Scheduling subsection	See response below.
Misc.	Provide drink during testing	Available
	Provide snack during testing	Available

\* Scribes, page turners, educational assistants, and other people supporting a student's test must be neutral in responding to the student during test administration. Assistance in test administration must not be "leading" a student to the correct answer. The student's response must accurately represent the student's own choice.

Additional accommodations to the MAP assessments that are considered allowable are listed below.

- **Materials or Devices used to Solve or Organize Responses**
  - Scratch paper
  - Calculator (when appropriate, it is provided on the screen)
- **Presentation Accommodations**
  - Reading, signing and oral translation in the student's native language of the item stems (not answer options) to students for mathematics and science tests\*\*
  - Reading (or rereading), signing and oral translation in the student's native language of the test and item directions to students
  - Use visual magnification devices
  - Use auditory amplification devices or noise buffers
  - Simplify language in directions
  - Clarify directions
  - Masks or markers to limit distractions; for example, the student may use a sticky note, index card, or a blank sheet of paper to move down the screen as he or she is reading
- **Setting Accommodations**
  - Test an individual student in a separate setting
  - Test a small group of students in a separate, but familiar location; for example, in a Title I room or counselor's office
  - Minimize distractions; for example, use a study carrel

\*\* Reading the items aloud to students for Reading or Language Usage tests is acceptable if this is consistent with CPS' policy and allowed by the student's IEP or Sec.504 Plan. It is important that policies CPS has crafted in this arena are executed correctly. NWEA needs to record when a student takes a test under certain conditions, such as reading the Reading or Language Usage test or using a calculator for all mathematics items. This allows CPS to know what conditions were in place in order for a student to perform at the reported level. When a new teacher reads the results, he or she will be able to see that the accommodation was needed in order to score at that level.

When used appropriately, accommodations consistent with a student's IEP or Section 504 Plan do not impact the validity or alignment of the assessments. Students who are administered MAP assessments using one or more of the approved accommodations listed below are subjected to the same reporting specifications as students not using accommodations. Should Chicago Public Schools (CPS) need to implement methods to flag accommodated test events for reporting purposes, NWEA will collaborate with CPS to determine potential solutions.

MAP is currently compatible with third-party software to provide capabilities that address the needs of students with visually impairments including zoom functionality, large text and color contrast. NWEA is actively engaged in the development of solutions for students with disabilities, including the use of Braille, read aloud/text to speech, and keyword highlight. NWEA anticipates having such accommodations available during the 2013-2014 school year.

The following table identifies which English Language Learner (ELL) accommodations to the MAP assessment are and are not available within the assessment.

CPS Accommodation	NWEA Available Accommodation
Provide an assessment tool that has been transadapted from English to student's native language	Available for Spanish Mathematics
Allow to respond in native language (score in native language or provide translation to English to then be scored in English).	Available for Spanish Mathematics

CPS Accommodation	NWEA Available Accommodation
Provide English/Native language dictionaries	Not available
Provide written and oral directions in native language	Available for oral directions. Not available for written directions
Read entire test orally in English	Not available
Read directions orally in English	Available
Provide audio tape	Not available
Allow flexible schedule – test in sessions, over several days	Available
Extended time	Available
Provide scratch paper/allow to mark test booklet	Available
Administer in a small group	Available
Administer individually	Available
Read Sub-tests orally	Sub-tests are not applicable
Tape record responses	Not applicable to a computer adaptive test

Beginning in early 2012, NWEA will begin administering Spanish-language MAP for Mathematics field tests to students in grades 2-5 in partner districts around the United States. This field testing phase will allow NWEA to gather item response data necessary to calibrate items on the mathematics RIT scale. Items will be calibrated in both English and Spanish to ensure that construct-irrelevant language do not interfere with a student's ability to correctly answer mathematics questions. Once items are calibrated, MAP for Mathematics in Spanish tests will be available for grades 2-5, currently anticipated during the 2012-2013 school year. Going forward, NWEA plans to expand its MAP for Mathematics in Spanish to other grades.

Additional accommodations to the MAP assessments that are considered allowable are listed below.

- Timing or Scheduling Accommodations
  - Offer frequent breaks
  - Administer at time of day most beneficial to student
- Response Accommodations
  - Dictate responses to a scribe\*
  - Point to responses for a scribe\*

- 
- **Presentation Accommodations**
    - Reading, signing and oral translation in the student's native language of the item stems (not answer options) to students for Mathematics and Science tests\*\*
    - Reading (or rereading), signing and oral translation in the student's native language of the test and item directions to students
    - Use visual magnification devices
    - Use auditory amplification devices or noise buffers
    - Simplify language in directions
    - Clarify directions
    - Masks or markers to limit distractions; for example, the student may use a sticky note, index card, or a blank sheet of paper to move down the screen as he or she is reading
  - **Setting Accommodations**
    - Minimize distractions; for example, use a study carrel

\* Scribes, page turners, educational assistants, and other people supporting a student's test must be neutral in responding to the student during test administration. Assistance in test administration must not be "leading" a student to the correct answer. The student's response must accurately represent the student's own choice.

\*\* Reading the items aloud to students for Reading or Language Usage tests is acceptable if this is consistent with CPS' policy and allowed by the student's IEP or Sec.504 Plan. It is important that policies crafted in this arena are executed correctly. NWEA needs to record when a student takes a test under certain conditions, such as reading the Reading or Language Usage test or using a calculator for all mathematics items. This allows CPS to know what conditions were in place in order for a student to perform at the reported level. When a new teacher reads the results, he or she will be able to see that the accommodation was needed in order to score at that level.

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## Appendix A

### Deliverable Guidelines

Deliverables for the Project are outlined in Attachment A ("Deliverables").

### Weekly Status Reports

**Content:** The report, estimated to be up to three (3) pages in length, will consist of the following, as appropriate:

- Project health dashboard.
- Activities completed in the prior period.
- Activities planned for the next period.
- Key issues and action items.
- Change Request status.
- Deliverable, milestone, schedule and financial status.
- Other items of importance.

**Delivery:** NWEA will deliver one copy of this document in softcopy (PDF) format.

### Project Plan

**Purpose:** This project plan details the estimated phases, activities, and tasks of the project. NWEA resource assignments are also part of the plan.

**Content:** The project plan, estimated to be up to two (2) pages in length and will consist of the following, as appropriate:

- Project Phases.
- Activities / Tasks.
- NWEA resources.
- NWEA resource assignments.
- Project Schedule and Milestones.

**Delivery:** NWEA will deliver one copy of this document in softcopy (MS Project) format.

### Project Change Control Procedure

The following process will be followed if a change to this SOW is required.

A Change Order will be the vehicle for communicating changes to the Statement of Work for scope, schedule and cost, but excluding the optional services set forth in Section 3.7. Either party may request a change to the Statement of Work by submitting a written change request to the other party describing the change requested. The party to whom the written change request has been submitted shall analyze such change request to determine the effect that the implementation of the change will have on the Statement of Work. If any change is approved, the party that submitted the request for the change shall prepare a written change order, detailing all modifications to the scope, price, delivery schedule or other terms substantially similar to the template attached as Appendix B (the "Change Order"). A Change

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Order at a minimum shall contain the following information: (i) the date of issuance of the Change Order; (ii) a detailed description of the services to be performed under the Change Order; (iii) the particular specification or matter set forth in the applicable Statement of Work which will be altered and the precise scope of that alteration; and (iv) the cost of the services to be performed pursuant to the Change Order. A Change Order shall alter only that portion of the Statement of Work to which it expressly relates and shall not otherwise affect the terms and conditions of this Agreement. Both parties must sign the Change Order to authorize the services described therein and incorporate the changes into this Agreement. No Services shall be performed pursuant to the Change Order and no payment shall be made on account of the Change Order until the Change Order is fully executed and approved as set forth herein. Until a Change Order is agreed to by both parties in writing, both parties will continue to act in accordance with the latest agreed version of the Statement of Work.

NWEA authorized representative: NWEA Program Manager

CPS authorized representative: Chief Instruction Officer

### **Escalation Procedure**

The following procedure will be followed if resolution is required to a conflict arising during the performance of this SOW.

When a conflict arises between NWEA and CPS, the project team member(s) will first strive to work out the problem internally.

- Level 1: If the project team cannot resolve the conflict within three (3) business days, the NWEA Program Manager and CPS Project Manager will meet to resolve the issue.
- Level 2: If the conflict is not resolved within three (3) business days after being escalated to Level 1, an NWEA executive level individual will meet with the designated CPS executive level individual/counterpart to resolve the issue.
- If the conflict is resolved by either the Level 1 or Level 2 intervention, the resolution will be addressed in accordance with the Project Change Control Procedures above.
- If a dispute cannot be resolved in ten (20) business days at the executive dispute Level, the parties may then, upon notification by a party to the other party's executive dispute level personnel, pursue the remedies identified in the Agreement.
- During any conflict resolution, NWEA agrees to provide services relating to items not in dispute, to the extent practicable pending resolution of the conflict. CPS agrees to pay invoices per the Agreement during any such period in accordance with the terms of the Agreement.

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**Appendix B**  
**Change Order Request**

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**GENERAL INFORMATION:**

**Date Submitted:**  
**Requestor:**  
**Change Request No.:**  
**CHANGE INFORMATION:**

- Summary of Proposed Change:
  
- **Reason for Proposed Change:**
  
- Alternatives or Workarounds to Proposed Change:
  
- Priority of Proposed Change with any required Deadlines:

**REQUESTOR INFORMATION:**

- Scope Impact:
  
- Schedule Impact:
  
- Cost Impact:
  
- Staffing Impact:
  
- Other Project Impacts:

**APPROVALS:**

**NORTHWEST EVALUATION ASSOCIATION**

**BOARD OF EDUCATION OF THE CITY OF CHICAGO**

By \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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## Exhibit B

### Service Level Agreement

NWEA warrants the following Service Level Agreement for the products and services outlined herein.

#### 1. Definitions

"NWEA Network" shall mean NWEA owned and controlled equipment providing the Web-based MAP system, but excluding any networks, equipment or services provided by third parties. CPS premise equipment, CPS local area network, or interconnections to or from connectivity with other Internet Service Provider networks.

#### 2. Web-Based MAP Availability

2.1 Availability Commitment. Subject to the exceptions listed in this Section, NWEA will make reasonable efforts to ensure the Web-Based MAP system will be available 99% for CPS for the Term of the Agreement or any renewals thereof, measured on a quarterly basis. The Web-Based MAP system will not be considered Unavailable, as defined below, due to:

- (i) scheduled maintenance, including, but is not limited to four (4) scheduled weekends per calendar year (NWEA's current scheduled maintenance dates may be found at: <http://www.nwea.org/support/article/893/system-maintenance-windows>);
- (ii) scheduled downtime (for system hot fixes, updates, upgrades and/or patches), provided NWEA gives CPS at least three (3) business days prior written notice (email sufficient) of any scheduled downtime and the scheduled downtime occurs after 3:30 PM CST but lasts no later than the nightly processing window set forth in subsection (vii);
- (iii) emergency maintenance (which is defined as an urgent situation requiring immediate action), provided such emergency is not directly related to NWEA's gross negligence;
- (iv) delays or failures due to circumstances beyond NWEA's reasonable control, including, but not limited to, telecommunication line failures, acts of third parties, acts of God, force majeure events, and other failures;
- (v) any outage or downtime outside of the NWEA Network;
- (vi) any direct act or omission by CPS, its officers, directors, employees, subcontractors, agents, or any other entity under CPS's control that causes the NWEA Network to be unavailable;
- (vii) NWEA's nightly processing window 10:30 PM – 5:00 AM CST; or
- (viii) usage beyond 60,000 concurrent users.

2.2 Availability Calculations. For the purposes of calculating availability, the Web-Based MAP system will be deemed to be unavailable if its monitoring agent fails to respond to requests issued by NWEA's monitoring software (referred to herein as "Unavailable" or "Unavailability"). Further, the Web-Based MAP system will not be deemed Unavailable for any downtime or outages excluded from such calculation by reason of the exceptions set forth in Section 2.1.



**2.3 Service Level Agreement Reporting Procedures.** In addition to the foregoing, CPS must contact NWEA technical support by telephone, pursuant to procedures agreed to in writing by CPS and NWEA, when CPS believes a service issue has occurred in order to have the Unavailability or deficiency eligible for consideration for a service credit within ten (10) business days of the Unavailability or deficiency. NWEA's records and data will be the sole basis for Unavailability calculations, interruptions, downtime, or any deficiencies of any kind whatsoever and will be made available upon written request by CPS.

**2.4 Service Credit Limits.** The provisions of this Service Level Agreement state CPS's sole and exclusive remedy for the Web-Based MAP system Unavailability of any kind whatsoever. Upon CPS's request and if duly approved by NWEA, the service credit will be in an amount equal to the following:

Issue	Reporting Period	Service Credit
Web-Based MAP system Unavailability	Monthly	1 % of the monthly pro-rata portion of the CPS's annual Web-Based MAP system license fees.
Reports availability	Monthly	1% of the monthly pro-rata portion of the CPS's annual Web-Based MAP system license fees.
Support response	Monthly	1 % of the monthly pro-rata portion of the Support and Troubleshooting Fees as proposed in NWEA's Price for Support services.

CPS is entitled to one (1) service credit per eligible incident, but no more than one (1) incident service credit per day. CPS's total service credit(s) for any calendar quarter shall in no event exceed the equivalent of 5 % percent of the quarterly pro-rata portion of the CPS's annual Web-Based MAP system license fees. Any incident for which NWEA owes and issues CPS a service credit shall not be considered an event of default. If CPS fails to notify NWEA in the manner set forth herein with respect to the applicable service credits, CPS will have waived its right to such service credit for that quarter.

**3. Availability of Reports**

NWEA will make reasonable efforts to ensure reports generated from the Web-Based MAP system will be available 95% of the time in accordance with the table below for CPS for the Term of the Agreement or any renewals thereof, measured on a quarterly basis. Notwithstanding anything to the contrary, CPS shall only be entitled to a service credit if it follows the service credit reporting procedures in Section 2.3 and NWEA fails to meet the aforementioned reports availability percentage for two (2) consecutive months.

Category	Availability*
• End-of-Test Assessment Results Report	Immediately upon student completion of

	test
<ul style="list-style-type: none"> <li>• Class Breakdown by RIT Report</li> <li>• Class Breakdown by Goal Report</li> <li>• Class by Projected Proficiency</li> <li>• MAP for Primary Grades Student Report</li> <li>• MAP for Primary Grades Class Report</li> <li>• MAP for Primary Grades Sub-Skill Performance Report</li> <li>• DesCartes: A Continuum of Learning</li> <li>• Primary Grades Instructional Data</li> <li>• Class Breakdown by Projected Proficiency Report</li> <li>• Student Goal Setting Worksheet</li> </ul>	Immediately upon demand
<ul style="list-style-type: none"> <li>• District Summary Report</li> <li>• Student Progress Report</li> <li>• Class Report</li> <li>• Grade Report</li> <li>• Achievement Status and Growth Reports</li> <li>• Student Growth Summary Report</li> <li>• Comprehensive data File</li> </ul>	Within 24 hours **

\*Availability is subject to Section 2.1(i) – (viii) and Section 2.2.

\*\*These reports may be available immediately depending on the amount of data.

Service level reporting procedures and credits for reports shall be governed by Section 2.3 and Section 2.4 above.

#### 4. Technical Support

4.1 NWEA will provide technical support via telephone or email to designated CPS personnel ("Authorized Help Desk Representatives"). NWEA technical support is available from 8 AM to 5PM Central Time, Monday through Friday, excluding the holidays observed by NWEA as set forth in Section 5 and as may be amended from time to time, during the Term of the Contract or any renewal thereof, ("Technical Support Hours of Service"). CPS acknowledges that NWEA's provision of technical support does not extend to all users of the Web-Based MAP system; rather, all requests for technical support from NWEA shall be made by Authorized Help Desk Representatives.

4.2 NWEA will make reasonable efforts to ensure that during Technical Support Hours of Service 95% of service calls from CPS Authorized Help Desk Representatives will be responded to within 2 hours of receipt and documentation in NWEA's CRM system. Respond means that upon receipt of an oral CPS service request, NWEA will document the service request in NWEA's CRM and acknowledge receipt of the service request to CPS. Service requests received by email and documented in NWEA's CRM system will be responded to within 24 hours or, if received after contracted hours, on the following business day. Notwithstanding anything to the contrary, CPS shall only be entitled to a service credit if it follows the service credit reporting procedures in Section 2.3 and NWEA fails to meet the aforementioned technical support percentage for two (2) consecutive months.

4.3 NWEA's response times set forth above shall begin only after NWEA receives oral notification of an incident from an Authorized Help Desk Representative and any needed supporting documentation is provided to NWEA from CPS. Multiple notifications regarding the same incident (even if occurring in different locations), will be considered a single incident and the

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response times will apply commencing on the initially reported incident, provided NWEA receives oral notification and any needed documentation consistent with this Section.

4.4 NWEA provides technical support only for NWEA products and services. NWEA is not responsible for providing technical support or services for the Web-Based MAP system that have been: (i) misused by CPS or operated or maintained by CPS in a manner inconsistent with the requirements or specifications set forth in NWEA's documentation; (ii) damaged in any manner other than an act or omission by NWEA; or (iii) used with third-party software or hardware not specified by NWEA.

4.5 Service level reporting procedures and credits for technical support response times shall be governed by Section 2.3 and Section 2.4 above.

**5. NWEA Recognized Holidays.**

New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, Day before Christmas, Christmas Day.