AGREEMENT TO EXTEND THE ASSESSMENT SYSTEM LICENSE AND SERVICES AGREEMENT

(Northwest Evaluation Association)

This Agreement to Extend the Assessment System License and Services Agreement ("Extension Agreement") is entered into as of this 1st day of July 2016, by and between the Board of Education of the City of Chicago, a body politic and corporate (the "Board") and the Northwest Evaluation Association ("Vendor").

- A. The Board and the Vendor entered into an original agreement to provide a computer-based adaptive assessment tool, implementation services, professional development services, technical support, data integration and reporting services to the Board's Department of Student Assessment for an original term commencing March 1, 2012 and ending February 28, 2013, with three (3) additional one (1) year options to renew the terms of the Agreement authorized by Board Report 12-0222-PR3 (the "Original Agreement"), as amended by that certain Amendment to the Assessment System License and Services Agreement dated February 27, 2013 extending the original term of the Agreement from February 28, 2013 to June 30, 2013 (authorized by Board Report No. 13-0123-PR1) ("Amendment"). The Board and Vendor exercised the first option to renew and extend for a term commencing on July 1, 2013 and ending June 30, 2014, authorized by Board Report 13-0626-PR1 ("First Renewal Agreement"). The Board and Vendor exercised the second option to renew and extend for a term commencing on July 1, 2014 and ending June 30, 2014, authorized by Board Report 14-0625-PR3 ("Second Renewal Agreement"). The Board and Vendor exercised the third option to renew and extend for a term commencing on July 1, 2015 and ending June 30, 2016, authorized by Board Report 15-0722-PR1 ("Third Renewal Agreement"). The Original Agreement, Amendment, First Renewal Agreement, and Second Renewal Agreement and Third Renewal Agreement shall collectively be referred to as the "Agreement"; and
- B. The Board now desires to extend the existing agreement for one additional year and the Vendor accepts and agrees to this extension on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises and covenants set forth herein, the parties hereto agree as follows:

- 1. **Incorporation of Recitals**: The matters recited above are hereby incorporated into and made a part of this Extension Agreement.
- 2. **Definitions**: Any and all capitalized terms contained in this Extension Agreement, and not defined herein, shall have the definition as set forth in the Agreement.
- 3. **Extension Period**: The Agreement is hereby extended for an additional one (1) year period commencing July 1, 2016 and ending June 30, 2017 (the "**Extension Period**"), unless terminated sooner as specified in the Agreement.
- 4. **Services**: During the Extension Period, the Vendor shall continue to provide the Board with services, deliverables and pricing set forth in the Agreement and the exhibits and attachments noted herein below:
 - Exhibit A-5 (Statement of Work),
 - Attachment A-5 (Pricing and Staffing Summary),
 - Attachment B-3 (Web-based MAP Technical Requirements),
 - Attachment C-2 (Accommodations),
 - Attachment D (Spanish MAP Mathematics),
 - Appendix A-2 (Deliverable Guidelines),
 - Appendix B-2 (Change Order Request), and
 - Exhibit B-3 (Service Level Agreement),

all of which are attached hereto and made a part of this Extension Agreement.

- 5. Compensation: Total maximum compensation payable to Vendor during the Extension Period shall not exceed Two Million Two Hundred Thousand and 00/100 Dollars (\$2,200,000.00) ("Total Maximum Compensation"). The Vendor is not entitled to any payment, and the Board is not obligated to pay Vendor any amount, solely by virtue of entering into this Extension Agreement. In the event of early termination of this Extension Agreement, the Board will be obligated to pay only for Services actually rendered before the date of termination. The Board will not be liable under any circumstances for any cost of any Services performed on or after the date or termination or expiration of this Extension Agreement. Vendor agrees to provide the Services at the prices set forth in Attachment A-5 and will be paid in accordance with the Pricing Section set forth in Exhibit A-5, Paragraph 6 during the Extension Period.
- 6. Freedom of Information Act: Vendor acknowledges that this Extension 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 Extension Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. 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 designated as trade secrets or proprietary information and Vendor acknowledges that the redacted Extension Agreement shall be posted on the Board's Internet website at www.cps.edu. Vendor agrees to defend, indemnify and hold the Board harmless from and against any loss, damage, expense, penalty, or cost, including any and all legal fees, sought in every claim or suit of any kind arising out of the Board redacting those portions of the Agreement designated as trade secrets or proprietary information.
- Counterparts and Facsimiles: This Extension Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.
- 8. **Background Checks:** Section 16(G) of the Original Agreement is deleted in its entirety and replaced with the following language:):
 - Vendor represents and warrants that, at its own cost and expense, it shall have a complete fingerprint-based criminal history records check conducted on all employees, agents, and subcontractors who will have contact with CPS students (collectively "Staff") in accordance with the Illinois School Code (105 ILCS 5/34-18.5); the Sex Offender and Child Murderer Community Notification Law (730 ILCS 152/101 et seq.); and the Murderer and Violent Offender Against Youth Registration Act (730 ILCS 154/1 et seq.) ("Records Check"). It is understood and acknowledged that contact via text messages, live chats, emails or through any other means shall be considered "contact" for the purposes of this Section. A complete Records Check includes the following:
 - Fingerprint-based checks through the Illinois State Police and the FBI;
 - A check of the Illinois Sex Offender Registry; and
 - A check of the Violent Offender Against Youth Database.

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 Murderer and Violent Offender Against Youth Registration Act, 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 shall not allow any of its Staff to have contact with a CPS student until a Records Check has been conducted for that person and the results of the Records Check satisfy the requirements of 105 ILCS 5/34-18.5 and the requirements of all other Acts and Laws referenced in this Section, as may be amended. Within five (5) business days before any Staff has contact with any CPS students and on or before the Agreement's anniversary date(s) during the Term and any Renewal Term, Vendor shall submit a written report to CPS's Chief Officer of Safety & Security and/or its Deputy Chief of Network Security ("CPS Safety Officer"). The report shall include at least the following information:

the specific method of completing the Records Check the names of each Staff member who satisfactorily passed the Records Check within the quarter before sine has any contact with a CPS student; and the procedure to update each Staff member's Records Check through the Term of the Agreement, including any Renewal Terms (Intervals between each Staff member's updates shall not be less than annually).

On a quarterly basis thereafter, Vendor shall i) periodically check the Illinois Violent Offender Against Youth Registry and the Illinois Sex Offender Registry for each Staff member who has contact, with students and shall immediately remove any Staff member who may be identified on either registry ii) provide a written report to CPS's Safety Officer listing the names of all new Staff members who have contact with CPS students and certifying that Records Checks were satisfactorily completed for those individuals before sine had any contact with CPS students and iii) provide any other information requested by the Board.

If Vendor fails to comply with this Section, in whole or in part; then, in addition to the Remedies set forth in this Agreement, the Board may exercise additional remedies, including but not limited to: (i) withholding payments due under this Agreement and any others that Vendor may have with the Board; (ii) immediately terminating this Agreement, in whole or in part, without any further obligation by the Board of any kind; or (iii) seeking liquidated damages.

- 9. FERPA: Consistent with Section 16(B), the Board authorizes NWEA to enter Board Data into the GRD
- 10) Original Agreement: Except as expressly provided in this Extension Agreement, all terms and conditions of the Agreement shall remain in full force and effect during the Extension Period.

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IN WITNESS WHEREOF, the parties hereto have caused this Extension Agreement to be executed by their duly authorized representatives as of the date first written above.

| BOARD OF EDUCATION OF THE CITY OF CHICAGO | NORTHWEST EVALUATION ASSOCIATION |
|--|--|
| By:Frank M. Clark, President Attest: Mtla & Bulbas 12/9/16 Estela G. Beltran, Secretary | By: Name: GERI COHEN Title: SR. VP & CFO Date: SEPTEMBER 20, 2016 |
| By: Joseph Claypool, Chief Executive Officer | |
| Date: 12/9/16 | |
| Board Report No: 16-0525-PR4/16-0824-AL3-49 | ; 2 |
| Board Report No: 16-0525-PR4 7 16-0824-AR3-49 16-1026-ARS-3 Approved as to legal form: The light of the latest o | Ý -30 |

List of Exhibits and Attachments:

Exhibit A-5: Statement of Work Attachment A-5: Pricing and Staffing Summary Attachment B-3: Web-based MAP Technical Requirements Attachment C-2 Accommodations

Attachment D: Spanish MAP Mathematics
Appendix A-2: Deliverable Guidelines
Appendix B-2: Change Order Request Form
Exhibit B-3: Service Level Agreement

Exhibit A-5 Statement of Work ("SOW-5")

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-5, Pricing and Staffing Summary,

1.2 Statement of Work

This Statement of Work (SOW-5) describes the work to be undertaken by NWEA ("Services") for the 2016/17 academic year under the terms and conditions of the Agreement, as modified and continued by this Expansion Agreement with the Effective Date of July 1, 2016 between Northwest Evaluation Association and Board of Education of the City of Chicago (CPS). Described within this SOW-5 are the Project and the Services, which consist of the Deliverables to be provided by NWEA to CPS and CPS' responsibilities and related the Deliverables.

Changes to this SQW-5 will be processed in accordance with the procedure described in Appendix B-2, 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-5 and/or the Agreement.

To the extent there is any contradiction, inconsistency or ambiguity between the terms of this SOW-5 and the Agreement, this SOW-5 will govern. This SOW-5, 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-5, Pricing and Staffing Summary; (ii) Attachment B-3, Web-Based MAP Technical Requirements; (iii) Attachment C-2, Accommodations; (iv) Attachment D, Spanish MAP Mathematics; (v) Appendix A-2, Deliverables Guidelines/Change Order Process; (vi) Appendix B-2, Change Order Request Form; and (vii) Exhibit B-3, Service Level Agreement.

The following Change Orders from the first Statement of Work are hereby incorporated into this SOW-5: 3, 26 and 27

2. Assumptions and Responsibilities

2.1 General Assumptions

The pricing and project deliverables by NWEA in this SOW-5 are based on the following assumptions which are accepted and agreed to by NWEA and CPS.

| Category | Assumptions |
|------------------------------------|---|
| Test and Item Development | Except as set forth below, 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. NWEA has proposed 3 custom science assessments for SY16-17, Illinois Middle School Life Science, Earth/Space Science and Physical Science. |
| Custom Software Development | NWEA has proposed use of its standard MAP assessment system components, with the addition of 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 shall deliver its standard reports. Pricing for custom reports, including custom CDFs; is set forth in Appendix A-5 and will be documented with CPS through contract Change Orders. |
| 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-5. |
| 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 Education Analytics under a separate contract. |
| Universal Access | NWEA will provide such accommodations as are set forth in this SOW-5, 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. |
| | NWEA's allowable accommodations are set forth in Attachment C-2. |
| | 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-2. |
| 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 July 1, 2016. |

| Acceptance | Assumptions |
|----------------------------------|--|
| Criteria | Unless set forth in this SOW-5, CPS, NWEA, and its subcontractors agree no other acceptance criteria will be applicable to the deliverables under this SOW-5. |
| Deliverable Acceptance | If applicable, CPS will either approve or reject deliverables within 15 business days. If no written rejection is provided to NWEA within 15 business days, the deliverable is deemed accepted. |
| Change Control Procedures | Any changes requested under this SOW-5 will be subject to the change control processes described in Appendix B-2, 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 an will be subject to change control processes described in Appendix B-2, Project Change Control Procedure, except that NWEA and CPS have agreed that NWEA will expand the Product and Services in this SOW-5 to grades K-1 in addition to grades 3 to 8, and to High School grades at the discretion of CPS. |
| Availability for Formal Meetings | 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. |
| | |
| Office Space | NWEA's pricing assumes CPS will provide office space for at least 1 NWEA Program Manager and 1 NWEA Account Executive. |
| Availability of CPS School | Statement of Work and the Agreement is limited to escalated Tier 2 and Tier 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. NWEA has proposed a support model that involves training and implementation planning services for each CPS school implementing the MAI |
| | |
| Staff | 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. |
| Staff | designated staff at each school using MAP; these individuals are referred to as the school-based MAP Team. • 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 |
| Staff | designated staff at each school using MAP; these individuals are referred to as the school-based MAP Team. • The school-based MAP Team is responsible for ensuring the MAP system components are set up correctly, providing school-based. |
| Staff | designated staff at each school using MAP; these individuals are referred to as the school-based MAP Team. 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. School staff must be generally available for NWEA onsite visits to |
| Staff | designated staff at each school using MAP; these individuals are referred to as the school-based MAP Team. 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. School staff must be generally available for NWEA onsite visits to assist in determining lab/technology readiness. 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 |
| Staff | designated staff at each school using MAP; these individuals are referred to as the school-based MAP Team. 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. School staff must be generally available for NWEA onsite visits to assist in determining lab/technology readiness. 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 |

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| Category | Assumptions |
|--|---|
| NWEA Annual Support Staffing Plan | 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-5, 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-5 will be at the applicable rates provided for in this SOW-5. |
| System Administrators | NWEA will work with CPS to ensure that System Administrator functions are properly identified and performed prior to each testing window. |
| Student and Parent Access | 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. |
| CPS Coordination for Onsite Workshops | CPS will either provide facilities and equipment (e.g., computers with Internet connection, and projectors) or pay for such facilities per the Pricing Schedule for the delivery of NWEA's onsite workshops during the term of this SOW-5.CPS staff will assist NWEA in coordinating the ensite professional development workshops. Coordination includes scheduling events, communication with workshop participants, meal planning, distributing preworkshop materials, tracking participant attendance. |
| Teacher Participation in Online Training | 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. |
| Technical Requirements | NWEA has provided technical requirements in Attachment B-3 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 |
| System Outages and Reporting | See: Service Level Agreement, Exhibit B-3. |
| Response Time | See: Service Level Agreement, Exhibit B-3. |
| 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. |

| - : | | 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, nots, 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 | | | | |
| | 1 10 14 | 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 | Testing rates per student are based on actual students tested, without a minimum number. | | | | |
| | Students Testing | | | | | |
| | Invoices | See: Section 6, below. | | | | |
| | Active Directory | CPS has full ownership and responsibility for the support and functionality of ADFS. CPS shall be responsible for the cost, installation and maintenance of | | | | |
| | | any third party tool used to authenticate CPS users using CPS' ADFS NWEA | | | | |
| | | agrees to provide limited technical assistance in assisting CPS with its ADFS integration as set forth in Attachment A-5, the Pricing and Staffing Summary. | | | | |
| 1 | Automated | a) CPS can be flexible in the ordering and delimiting of fields in the file. | | | | |
| | Rostering | b) NWEA will create an automated process to check Chicago's secure ftp site for new files at a configurable time interval. | | | | |
| | | c) In the event that the roster files fall 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. | | | | |
| | | d) CPS will upload accurate and error free roster data to CPS' designated SFTP server no later than 11:00 PM CT. | | | | |
| | CDF Web Services | NWEA has given CPS example scripts for assisting CPS in automating extraction of their CDF(s) via web services from NWEA. | | | | |
| | | CPS understands that NWEA is only providing CPS with example scripts and some limited documentation for the purposes above. | | | | |
| | | All scripts, documentation and any other data provided for these | | | | |
| | | purposes is provided "as-is" with no warranty whatsoever. NWEA shall not be responsible for any indirect, direct, special or | | | | |
| | | consequential damages arising from or related to the scripts or | | | | |
| | | documentation provided. CPS is aware of and assumes all risks associated with using the scripts and/or documentation. | | | | |
| : | ing the second of the second o | CPS is responsible for implementing, utilizing, and maintaining the | | | | |
| | | scripts for the web services. NWEA does not support, monitor or maintain the scripts and/or documentation. | | | | |
| | - 발생 : 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | CPS understands that it will need to incorporate/modify the example scripts to meet their needs relating to pulling the CDF. | | | | |
| 1 | Annual Price | Upon expiration of Extension Period, or any renewal thereof, CPS and NWEA | | | | |
| | Increase | 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, without special or one-time discounts applied, shall prevail for the | | | | |
| | | option period, however both CPS and NWEA shall reserve the right not to | | | | |
| Ĺ | | exercise the option to renew if the parties cannot agree on a revised price; | | | | |
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2.2 CPS Responsibilities

This SOW-5 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-5:

| MAP Team Role - CPS Staff Equivalent Roles | Responsibilities to the School | Interaction with NWEA | Suggested Qualifications |
|---|--|--|--|
| CPS District Tier 1 Help Desk staff | Troubleshoot to the MAP application level, eliminating CPS network, operating system, bandwidth or other system constraints Answer simple requests by using FAQs provided by NWEA such as providing passwords or simple 'how to' questions Direct inquiries from school staff to appropriate CPS personnel | NWEA will provide training for CPS District Tier 1 Help Desk staff Escalate to NWEA Tier 2 support Document calls with a unique identifier to be passed to NWEA Tier 2 for incident traceability in NWEA's CRM | CPS District Help Desk standard for network, operating system, bandwidth and system constraints troubleshooting. |
| System Administrator/ CPS • Project Manager | Set up and configure work stations, including lockdown browser application Configure the MAP system with district-specific information Plan and monitor bandwidth usage | Participate in lab readiness survey Provide information needed to build MAP system Participate in product training sessions | Computer and network competency Permissions to access and update software on computers Troubleshooting skills |
| Assessment Coordinator/ CPS Project Manager | Plan test season and oversee MAP testing Assign roles and communicate with team members Determine user permissions | Work with Implementation Project Manager and other MAP Team members to establish project timeline Participate in product training sessions | Understands the organization's goals for assessments Good planning skills Delegates effectively Communicates well with other staff and the public Experience with statistics and data interpretation |

| MAP Team Role - CPS Staff Equivalent Roles | Responsibilities to the School | Interaction with NWEA | Suggested Qualifications |
|---|---|---|---|
| Data Administrator/ CPS • Project Manager | Modify incorrect student and instructor information and add missing information Modify incorrect test event data | Participate in product training sessions | Detail-oriented Proactive Computer competency Able to communicate with staff throughout the organization to clarify issues and correct errors Able to help other MAP users |
| Proctor/ CPS • Teacher | Create test sessions in advance Prepare computers before test sessions Prepare students for tests Start and supervise tests Resolve technical difficulties during tests | Participate in online training and professional development sessions | Basic computer skills Organized Ability to multi-task Good with students |
| Administrator/ CPS SRA Team Data Strategist NWEA Specialist Administrator Assessment Coordinator Tech Coordinator | View MAP reports at school, class and student levels Guide staff in using data effectively Evaluate effectiveness and make adjustments based on test results | Participate in NWEA Professional Development sessions | Basic computer skills Desire for educational excellence Good judgment Good with statistics and data interpretation Vision for the future Ability to implement new programs and tools Good leadership and communication skills |
| Instructor/ CPS • Teacher | View MAP reports at class and student levels Adjust instruction based on test results Use instructional resources to tailor instruction to the level of individual students | Participate in NWEA Professional Development sessions | Basic computer skills Strongly motivated to help students learn Curiosity about how the data and instructional resources can enhance learning |

3. NWEA Responsibilities

NWEA will make its staff available to provide assistance as CPS reasonably requires per the scope of this SOW-5. 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-5.

3.1 Program Management

NWEA will provide ongoing project management for the NWEA responsibilities in this SOW-5. 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-5 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-5 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 bi-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: bi-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.

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 K-12 and per the Pricing set forth in Section 6 and Attachment A-5 and as further described below.

Measures of Academic Progress (MAP)

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. 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.

Spanish MAP Mathematics (Grades 2-5 and 6+)

Consistent with Attachment D.

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.

3.4 Standard Reports

The following are the Standard Reports included with MAP assessments for the academic year 2015/2016. 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
- o Class Breakdown by RIT Report
- o 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
- Student Profile Dashboard

Instructional Resources

- Learning Continuum
- RIT to Resource
- Khan Academy

Operational Reports

- Students without Reporting Attributes
- Potential Duplicate Profiles
- User Roles
- o Instructors without Class Assignments.
- Students without Valid Test Results
- 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 B-2 and shall be priced as per Section 6 and Attachment A-5 for Custom Reports.

3.5 Custom Reports

NWEA will deliver to CPS a custom District Level Comprehensive Data File W/Automated Delivery consistent with Change Order #3.

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.

| Package | Tost Type | a an a fa ta ana a fa ta an a an a a a a a a a a a a a a a a | ************************************ |
|---|--|--|---|
| MAP In Reading, Language Usage, and Mathematics | Survey tests in Reading, Language Usage, and Mathematics | Survey tests typically include less than 20 items and take about 30 minutes to administer | Unlimited; test is most commonly used at the beginning of the school year for course placement and intake testing |
| for Grades 2- 12 | Survey with Goals tests in Reading, Language Usage, and Mathematics | Survey with Goals tests include 53 items and take about 45 to 60 minutes to administer | Can be administered 3 tirnes per academic year |

| Assessment Package | Test Type | # of Questions & Typical Administration Time | Frequency of Administration |
|---|---|--|---|
| MAP for Science for Grades 3-8 (optional) | NGSS General Science assessment that assesses each student's understanding of science and engineering practices, crosscutting concepts, | Survey with Goals tests include 60 items and typically take about 55 minutes to administer | Can be administered 3-4 times per year |
| | disciplinary core ideas of the life sciences, physical sciences and Earth/Space Science Illinoi Middle School Science Content specific for grades 6-8 focused on Life, Earth and Physical Science. | | |
| Spanish MAP Mathematics, pilot, grades 2 -5 and 6+ | Survey with Goal test Mathematics | Contains 55 questions. The test takes about 60 minutes to administer. | Can be administered 3 times per academic year |

3.7 Optional Assessments and Instructional Services

At additional cost, as set forth in Attachment A-5, NWEA shall offer optional assessments as set as follows:

Measures of Academic Progress - Science

The MAP for Science Assessments is a NGSS aligned computer adaptive interim assessment developed for grades 3-8. MAP for NGSS precisely measures multidimensional science learning and growth for students who perform on, above and below grade level. MAP for NGSS organizes the NGSS Performance Expectations into three disciplinary goals; scores for these goals give you immediate insights into students' instructional levels. Use the test three to four times a year to assess each student's understand of science and engineering practices, crosscutting concepts, disciplinary core ideas of the life sciences, physical sciences and Earth and space sciences.

The Illinois course-based assessments are intended to measure a student's understanding of specific science concepts in either life science, earth and space science or physical science. These assessments are designed for middle school students in a course-based curriculum. All of these assessments are aligned to the Illinois Science Assessment Framework (Grades four, seven, and PSAE Grade 11) and the Illinois Science Goals and Standards (Goals 11-13) and used exclusively by Chicago Public Schools and Chicago Charter Schools for SY16-17.

Measures of Academic Progress - Accessible MAP

NWEA has developed and integrated accessibility and accommodations capabilities into MAP assessments. Any student with visual disabilities or impairments can now take MAP online. MAP now supports the most widely used visually assistive software and devices: JAWS screen reader that converts computer text into speech and braille, ZoomText magnification and color contrast software, mouse-free keyboard navigation, and refreshable braille devices that convert computer text into braille characters. This new capability is compatible with computers and tablets. Accessible MAP will be available for licensing beginning July 1, 2016.

Skills Navigator

NWEA's Skills Navigator assessment identify skills students are ready to learn, check evidence of student learning, monitor skill progress towards mastery and provide instructional resources to meet students needs—below, on or above grade level. Skills Navigator is designed for supporting personalized learning environments for enrichment instruction grades K-7, core instruction for grades 3-8 and intervention support for grades 2-12. Skills Navigator will be available for licensing beginning July 1, 2016.

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-3 and are also summarized below. Staffing plans will be reviewed at the end of each testing season so adjustments can be made if necessary.

| Service Offering | Program Management Services |
|------------------------------------|---|
| Category: Overview of Services: | NWEA will assign a part-time Sr. Program Manager to manage the contract, serves as the primary communication point between CPS and NWEA for the contract deliverables and facilitates planning and status meetings. |
| Proposed Staffing: | One part-time Senior Program Manager |
| Service Offering Category: | Support and Troubleshooting |

See: Attachment 8-3,

Service Offering
Category:
Overview of Services:
A Senior Account Executive will manage NWEA's ongoing relationship with CPS, Account Management is provided at no additional cost to CPS.
An Account Manager will be assigned to work with the CPS Office of Assessment for the duration of the contract.

Program Management Services

NWEA will provide a part-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

Professional Development:

 Central Office, Network Offices and Schools can purchase customized professional development services from NWEA upon request.

Summary of Resources and Costs

 Please see Attachment A-5, Summary of Resources and Costs, including Professional Development services.

4.0 Research and Consulting Services

NWEA shall provide research and consulting services to CPS up to 40.0 hours for the period from July 1, 2016 through June 30, 2017. There shall be no cost for these 40.0 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.

NWEA research consulting services may include research studies and analysis as requested by CPS. Any research consulting requested above the 40.0 hours for the period from July 1, 2016 through June 30, 2017 shall be billed to CPS as per the pricing shown on Attachment A-5 and below.

5. Facilities

CPS to provide office space during the term of this Agreement for up to 2 NWEA staff at its offices located at:

42 W Madison Chicago, IL 60602

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.

6. Pricing

NWEA shall invoice MAP subscription license fees for the 2016/2017 academic year (July 1, 2016 through June 30, 2017) as follows: (i) 1/3 of the total estimated fees (\$633,080.17) on October 1, 2016; (ii) 1/3 of the total estimated fees (\$633,080.17) on January 1, 2017; and (iii) the remaining 1/3 of the total estimated fees (\$633,080.17) on April 1, 2017. True up and invoicing for students tested above the number of students tested for MAP will occur on June 30, 2017. Subscription license fees shall be based on the actual number of students tested. NWEA will invoice CPS for subscription license fees for any students tested above the number previously invoiced.

Subscription license fees for MAP Science shall be invoiced immediately upon completion of each CPS' testing season (Fall, Winter, Spring and Summer). 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 for MAP Science will occur immediately after each subsequent testing season. 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-5, NWEA will invoice CPS monthly, but not prior to July 1, 2016 in accordance with the pricing set forth in this Statement of Work, Attachment A-5, for Project Management, Development Fee for Science Tests, Implementation Support, Support and Troubleshooting, Professional Development and Research services and any custom reports or other optional services described in this SOW-5. 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 |
|---|------------------------------|----------------------------------|----------------------------------|----------------------------------|
| MAP Reading, Language Usage, and Mathematics Assessment Suite | | | | |
| MAP Science Assessments (Optional) | | | | |
| Spanish MAP Mathematics pilot (grades 2-5 and 6+) | | | | |

Pricing Scenario: MAP assessments can be administered to students in grades 2-12. 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, the cost for assessment fees will be calculated as follows:

Example Fee Calculation based on Pricing Scenario

| Assessments | Subscrip | | culation | |
|---|----------------------|---------|----------|--|
| | Licenses | | | |
| MAP Assessment | 2121 2121 2121 | | | |
| | | | | |
| 44-134-14 1-4-134-14 | | | | |
| 1 | | | | |
| | | | | |
| Total 2016-2017 F | ees for Pricing Sco | enario: | | |

Note: Examples and pricing scenarios set forth above do not reflect any one-time and/or special discounts applied. Such discounts are set forth in Attachment A-5, the Pricing and Staffing Summary and take precedence over the pricing above for this SOW-5.

Category 2: Optional Assessments and Instructional Materials

Skills Navigator: NWEA's Skills Navigator assessment identify skills students are ready to learn, check evidence of student learning, monitor skill progress towards mastery and provide instructional resources to meet students' needs – below, on or above grade level. Skills Navigator is designed for personalized learning for enrichment support for Grades K-7, Core Support for Grades 3-8 and Remediation Support for Grades 2-12.

Measures of Academic Progress - Accessible MAP

NWEA has developed and integrated accessibility and accommodations capabilities into MAP assessments. Any student with visual disabilities or impairments can now take MAP online. MAP now supports the most widely used visually assistive software and devices; JAWS screen reader that converts computer text into speech and braille, ZoomText magnification and color contrast software, mouse-free keyboard navigation, and refreshable braille devices that convert computer text into braille characters. This new capability is compatible with computers and tablets. Accessible MAP will be available for licensing beginning July 1, 2016.

Please see Attachment A-5 for more detail on Project Management, Implementation, Development Fees, Support Services and Professional Development pricing.

Custom Reports: All custom reports shall be priced at \$1000/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 \$100 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 40,0 hour total.

7. Additional Terms and Conditions

The Service Level Agreement, Exhibit B-3, is agreed to by the parties and expressly incorporated into the Agreement.

As set forth in Section 4.6 of the Service Level Agreement, NWEA agrees to enter into good faith discussions with CPS, to explore ways to expedite delivery of roster data files to CPS. However, NWEA does not make any commitment to modify the Roster Processing Commitment set for in Section 4 of the Service Level Agreement as a result of such discussions. Any decision to modify the Roster Processing Commitment set forth in the Service Level Agreement shall be only upon mutual agreement of the parties pursuant to the Change Order procedure set out in this SOW-5.

NWEA's performance under this SOW-5 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-5. 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.

Attachment A-5 Pricing and Staffing Summary

Attachment B-3 Web-based MAP Technical Requirements

Attachment C-2

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 the MAP assessment makes it appropriate for students with a wide range of skills and needs. For those students who need accommodations, use the following list and guidelines. Consider your state and/or district policy, along with the accommodations given to students during instruction, so that accommodations are as consistent as possible.

General Guidelines for Accommodations

- Responsibilities: Scribes, page-turners, educational assistants, and other people supporting a student during testing must be neutral in responding to the student during test administration.
 Assistance in test administration must not lead a student to the correct answer. The student's response must accurately represent the student's own choice.
- Reading Tests: Unless provided by the student's IEP, 504 Plan or ESOL program, do not read
 aloud any portion of the reading test, except directions.
- Answer Options: Unless provided by the student's IEP, 504 Plan or ESQL program, do not read
 answer options for any test
- Symbols: Unless provided by the student's IEP, 504 Plan or ESOL program, do not pronounce or explain math or science symbols.
- Definitions: Unless provided by the student's IEP, 504 Plan or ESOL program, do not define any
 words within test questions.
- Tracking: With the increased public focus on test scores and their use in important educational
 decisions, NWEA recommends that you keep a record of "Presentation Accommodations" and
 "Response Accommodations" used for each student during testing. In particular, under Presentation
 Accommodations, the ones marked with a "NOTE" are important to track and reference when
 interpreting results; see the following guideline on Interpreting Results. For instructions, see <u>How to</u>
 <u>Track Accommodations</u>.
- Interpreting Results: When using one or more of the accommodations from the list below, except
 those marked with a "NOTE," it is NWEA's judgment that the accommodation(s) will be irrelevant to,
 or only minimally affect, the validity of the student's test score.

A "NOTE" accompanying the accommodation indicates that there are inherent concerns about how that particular accommodation may affect the student's test score. The greater the use of such accommodations, the weaker the validity of the inference that can be drawn from the student's score. For example, while native language translation as described under Presentation Accommodations below could be provided by the proctor, teacher, or translator, the translation itself may change the meaning of the test directions or test questions. Therefore, native language translation may have more of an impact on the validity of student's test scores than a quiet test lab. This qualification should be considered when interpreting test scores or using them to make important educational decisions, such as promotion or retention in a course, classroom, or grade.

Presentation Accommodations

- Simplify or clarify directions, for example, clarifying the location of the Next button
- Native language translation (oral or signing) of test directions
 NOTE: See "interpreting Results" under the general guidelines above.
- Native language translation (oral or signing) of test questions (not answer options) for math, science
 or language usage tests only (not reading tests)
 NOTE: See "Interpreting Results" under the general guidelines above.
- Read or reread aloud the test directions

- Read or reread aloud the test questions for math, science, or language usage tests only
- Use visual magnification devices or software (for example, MAP is compatible with ZoomText 9.1 or MAGic 11)
- Use auditory amplification devices, noise buffers, or software
- Use masks to block portion of screen; 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

Response Accommodations

- Assign scribe to record responses
- Dictate responses to a scribe
- Point to responses for a scribe
- Respond in native language

Setting Accommodations

- Test an individual student in a separate setting
- · Test a small group of students in a separate setting
- Minimize distractions; for example, use a study carrel.

Timing / Schedule Accommodations

- · Administer test over multiple sessions in a day
- Administer test over a number of days (within the limits of your district's test administration guidelines)
- Administer test at a particular time of day
- Allow flexible schedule
- Extend time allotted by proctor or test administrator (although all MAP assessments are designed to be untimed for all students)
- Allow breaks
- · Administer at time of day most beneficial to student
- Offer breaks

Materials or Devices Accommodations

- Provide scratch paper
- Provide a comparable calculator when a student is unable to access the on screen calculator given in a question

Miscellaneous Accommodations

- Provide drink during testing
- Provide snack during testing

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

| CPS Accommodation | NWEA Accommodations Available within Test |
|--|---|
| Provide an assessment tool that has been trans-adapted from English to student's native language | Available for Spanish MAP Mathematics pilot, grades 2-5 |
| Allow to respond in native language (score in native language or provide translation to English to then be scored in English). | Available for Spanish MAP Mathematics pilot, grades 2-5 |
| Provide English/Native language dictionaries | Not available |
| Provide audio tape | Not available |
| Read Sub-tests orally | Sub-tests are not applicable |
| Tape record responses | Not applicable to a computer adaptive test |

CPS has asked whether the following accommodations are available within the MAP assessments. These accommodations are considered standard accommodations but are not within the MAP tests:

- -Provide written and oral directions in native language
- -Read directions orally in English
- Allow flexible schedule test in sessions, over several days
- Extended time
- -Administer in a small group
- -Administer individually
- Provide scratch paper

CPS has asked if reading the Reading test orally in English is an accommodation that can be used with the test. Reading the Reading test orally in English is a non-standard accommodation and should tracked per the Guidelines on the first page of this Attachment.

The pilot Spanish-language MAP Mathematics grades 2-5 shall be available consistent with Attachment D. Additional accommodations to the MAP assessments that are considered standard 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.

Attachment D

Spanish MAP Mathematics

At this time, the Spanish MAP Mathematics Test may be administered three times during the academic year; however, increased caution should be exercised for when interpreting the data for these administrations.

Spanish MAP Mathematics Tests 2-5 and 6+ contain English math items that have been forward and back translated using both the judgment methodology and statistical models for translating items. Only the translated items that were a 100% match were introduced to the Spanish item bank pool and the English RIT item calibration was applied to each item accordingly. In order to ensure the applied RITs are accurate, a drift study will be performed over the course of multiple testing windows as students are assessed; item calibrations will be adjusted as n

eed. Due to the need to monitor item calibrations over subsequent testing windows, partners should use caution in interpreting data from these assessments. Growth measures cannot be applied to the Spanish Mathematics assessment. The assessment at this time should be used to help provide data for the drift study as well a status metric for a student.

The Spanish Test is not appropriate for students who score below a RIT of 175

For lower performing students (i.e. those scoring below a RIT score of 175 - below the 25th percentile of fall grade 2 or below the 5th percentile of fall grade 3), the Pilot Test will provide limited information about academic performance. This is due to the fact that there are currently fewer lower functioning students in the field test sample. As additional items are calibrated and added to the pool by NWEA, this limitation may be mitigated.

RIT scores on the Spanish Test may have higher standard errors of measurement (SEM) than scores from the English version of the test

Since there may be fewer items in the Spanish MAP Mathematics pilots, grades 2-5 and 6+ item bank that are well matched to students' achievement levels, the standard error of measure may be greater for individual student scores. This will depend on how well the achievement levels of students taking the test matches the difficulties of items in the item bank. The closer the match, the lower the standard error, the worse the match, the higher the standard error.

If a student's test RIT score is accompanied by a SEM >6, the score should be treated with extreme caution; any educational decisions to be based on the score that cannot be easily reverse should be avoided. If the SEM > 4.5 but < 6, caution would still be called for and the use of the RIT score for any imminent educational decisions should be supplemented with additional student performance data, either another mathematics test of classwork in mathematics.

Test Data Reporting

The Spanish Test uses NWEA's existing Math RIT scale to ensure comparability with its English counterpart. In addition, the Spanish Test is fully incorporated in NWEA's standard reports and cannot be reported separately. Until the Spanish Test is more comparable to its English counterpart, District understands that it should exercise caution on the use of standard report data that includes the Spanish MAP Mathematics, grades 2-5 and 6+, test as follows:

Because the Spanish Test data will be included with all standard reports. District is aware of a possible shift in Mean RIT and standard deviation.

Because status and growth norms for Spanish Tests are included in NWEA's standard reports, we strongly caution against referencing the Spanish Test scores to the 2011 RIT status and growth norms for high stakes decisions. NWEA cautions against use of the Spanish Test as the only basis to determine appropriate instruction for students if either the SEM >5 or the student's RIT score is 175 or less.

Appendix A-2

Deliverable Guidelines

Deliverables for the Project are outlined in Attachment A-2 ("Deliverables").

Weekly Status Reports

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

- Testing Status Data (only during testing windows).
- · 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-5 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-2 (the "Change Order"). A Change 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 Senior Program Manager

CPS authorized representative: Director of Assessment

Escalation Procedure

The following procedure will be followed if resolution is required to a conflict arising during the performance of this SOW-5.

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.

Appendix B-2

Change Order Request Form

| The state of the s | |
|--|---|
| GENERAL INFORMATION: | |
| Date Submitted: Requestor: Change Request No.: | |
| CHANGE INFORMATION | |
| Summary of Proposed Change: | |
| Reason for Proposed Change: | |
| Alternatives or Workarounds to Proposed 6 | Change: |
| Priority of Proposed Change with any requ | ired 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 |
| Ву | Ву: |
| | Printed Name: |
| | Title: |
| Date: | Date: |

Exhibit B-3

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, and shall include third party vendors that NWEA contracts with for the provision of the Web-based MAP system, but excluding any networks, equipment or services provided by other 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 for CPS for the Term of the Agreement or any renewals thereof, measured on a monthly basis. The Web-Based MAP system will not be considered Unavailable, as defined below, due to:
 - (i) scheduled maintenance (NWEA's current scheduled maintenance dates may be found at: http://support.nwea.org/node/4627);
 - (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, except for third party vendor that NWEA contracts with for the provision of the Web-based MAP system as set forth as set forth in Section 1.
 - (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 10:00 PM 5:00 AM CST Monday through Friday and 8pm 11pm CST Saturdays.
 - (viii) usage beyond concurrent users.
- 2.2 <u>Availability Calculations</u>. 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 (i) (viii)

- 3. <u>Performance Commitment.</u> In the event that of CPS' students testing are unable to complete a Web-Based MAP assessment in a single school day due directly to degradation in the NWEA Network CPS shall be eligible for a single performance commitment service credit as set forth in Section 6. In order to be eligible for a service credit under Section 6 the following is required:
- 3.1) support records from CPS indicating said property of CPS' students were unable to complete a Web-Based MAP assessment in a single school day, and
 - 3.2) NWEA's monitoring records Indicate both:
 - 3.2.1 the presence of Web-based MAP system degradation that has impacted said 10% of CPS' students completion of a Web-Based MAP assessment; and
 - 3.2.2 confirmation that said pf CPS' students were testing during the applicable time period (normally 60 minutes in a single test session) in a school day unless the time is extended to:

 (a) address accommodations for a students with a disabilities under an IEP, Sec. 504 or similar plan;
 - (b) based on future CPS requirements; or (c) for other reasons unrelated to the NWEA Network availability.

The performance commitment set forth in this Section 3 is subject to the exclusions set forth in Section 2.1(i) - (viii) and the limitations set forth in Section 5 and 6.

4. Roster Processing Commitment.

- 4.1 Subject to the limitations set forth in Sections 2.1, 4.3, 4.4 and 4.5, CPS roster data will be processed and available for the next business day at 5 AM CT, provided that: (i) CPS has uploaded an accurate and error free roster data to CPS' designated SFTP server no later than 11:00 PM CT; and (ii) any new schools are only added to the roster data on Fridays or days when school will be closed the following day.
- 4.2 In the event that the roster processing is not completed as set forth in Sec. 4.1, CPS shall be eligible for a single roster processing commitment service credit as set forth in Section 6. The roster processing commitment set forth in this Section 4 is subject to the exclusions set forth in Section 2.1(i) (viii) and the limitations set forth in Section 5 and 6. Without limiting the foregoing, the parties understand and agree that nothing in this Section 4 shall require NWEA to confirm that CPS' roster data is accurate and/or error free at any time.
- 4.3 In the event CPS submits more than one roster file before 11 PM CT on any day for any reason, including, but not limited to, the correction of any data or errors, the Roster Processing Commitment set forth under this Section 4 shall not apply.
- 4.4 The Roster Processing Commitment set forth in Section 4.1, above, shall not apply to roster data submitted by CPS on the day prior to a new CPS term (fall, winter, spring or summer). For such roster data, NWEA will use reasonable efforts to process and have the roster data available the next business day at 9 a.m. CT.
 - 4.5 The Roster Processing Commitment set forth in Section 4.1, above, shall not apply if,
- (i) the CPS roster data is a full replacement file, or any other data file other than an update to the roster file.
- (ii) CPS changes the beginning date of any new CPS term (fall, winter, spring or summer) to a day other than a Friday,
- If any of the foregoing circumstances (i) and/or (ii) occur, NWEA shall use reasonable efforts to process and deliver the CPS roster file as set forth in 4.1, but shall not be obligated to do so by 5 AM CT the next business day.
- 4.6 NWEA agrees to enter into good faith discussion with CPS, as set forth in Section 7 of the SOW, to explore ways to expedite delivery of the roster data files to CPS. However, NWEA does not make any commitment to modify the Roster Processing Commitment set for in this Section 4 as a result of such discussions. Any decision to modify the Roster Processing Commitment set forth herein shall be only upon mutual agreement of the parties pursuant to the Change Order procedure set out in the SOW.
- 5 Service Level Agreement Reporting Procedures. 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 issue eligible for consideration for a service credit within thirty (30) days of the Unavailability or issue. Upon request, the parties agree in good faith to share their records and data related to Unavailability and/or the issue(s) under this Service Level Agreement with each other, but no more than on a monthly basis. In the event of a conflict, which is otherwise unresolved by the parties within 30 days, no service credit(s) shall be attributed to any such event and shall not be considered an event of default.

6. Service Credit Limits. The provisions of this Service Level Agreement state CPS sole and exclusive femedy for Unavailability and the failure of NWEA to meet any of the requirements under this Service Level Agreement. Upon CPS's request, and if duly approved by NWEA, the service credit will be in an amount equal to the following:

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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 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 of a service credit in accordance with Section 5, CPS will have waived its right to that individual service credit.

7. <u>Availability of Reports</u>. NWEA will make reasonable efforts to ensure reports generated from the Web-Based MAP system will be available of the time in accordance with the table below for CPS for the Term of the Agreement or any renewals thereof, measured on a monthly 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 5 and NWEA falls to meet the aforementioned reports availability percentage on a monthly basis.

| Category | Availability |
|--|---|
| End-of-Test Assessment Results Report | Immediately upon student completion of test |
| Class Breakdown by RIT Report Class Breakdown by Goal Report Class by Projected Proficiency Learning Continuum Class Breakdown by Projected Proficiency Report Student Goal Setting Worksheet | Immediately upon demand |
| District Summary Report Student Progress Report Class Report Grade Report | Within 24 hours ** |
| Achievement Status and Growth Reports Student Growth Summary Report Comprehensive data File | |

Availability is subject to Section 2.1(i) - (viii) and Section 2.2.

Service level reporting procedures and credits for reports shall be governed by Section 5 and Section 6 above.

8. Technical Support

8.1 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 9 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.

8.2 NWEA will make reasonable efforts to ensure that during Technical Support Hours of Service of Service calls from CPS Authorized Help Desk Representatives will be responded to within preceipt 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 small 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 5 and NWEA fails to meet the aforementioned technical support percentage for two (2) consecutive months.

8.3 In the event of an Unavailability under Section 2 confirmed by NWEA, NWEA shall send an email alert to CPS' designated contact list regarding the Unavailability within the part of NWEA's confirmation of any such Unavailability. CPS is eligible for a single service credit under Section 6 in the event NWEA fails to meet the reporting requirement in this section 8.3 for any one day, subject to the limitations set forth in Section 8. NWEA's response times set forth above shall begin only after NWEA receives oral notification of an incident from: (i) a CPS Authorized Help Desk Representative; (ii) an employee of a school testing under the Agreement who has been referred to NWEA from a CPS Authorized Help Desk Representative; or (iii) NWEA's internal system alerts as per Section 8.2, and any needed

^{**}These reports may be available immediately depending on the amount of data.

supporting documentation is provided to NWEA from CPS. For the purposes of this section 8.3, a report of Unavailability from a CPS Authorized Help Desk Representative, an employee of a school testing under the Agreement who has been referred to NWEA from an CPS Authorized Help Desk Representative, or from NWEA's internal system alerts does not constitute NWEA confirmation of Unavailability and NWEA reserves the right to independently confirm any such report. Multiple notifications regarding the same incident (even if occurring in different locations), will be considered a single incident and the response times will apply commencing on the initially reported incident, provided NWEA receives oral notification and any needed documentation consistent with this Section 8.3, NWEA provides technical support only for NWEA products and services.

- 8.4 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.
- 8.5 Service level reporting procedures and credits for technical support response times shall be governed by Sections 5 and 6 above.

9. NWEA Recognized Holidays.

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, Day before Christmas, Christmas Day.

10. Notice and Agreement regarding Concurrent Users

CPS shall notify NWEA in writing a minimum of ninety (90) days in advance if it anticipates exceeding concurrent users. CPS and NWEA acknowledge and agree that nothing in this Service Level Agreement commits NWEA to deliver concurrent testing on NWEA's Web-Based MAP system above tudents. If CPS provides notice as set forth in this Section 10 the parties agree to discuss the capacity of the NWEA Network and whether modifications of either CPS' testing schedule or NWEA's Network are commercially feasible.

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